



# **ARENA HP Website Terms and Conditions**

**23 March 2026**



## 1 Introduction

The ARENA HP website (**ARENA HP**) is provided for use by the Australasian Fire and Emergency Service Authorities Council (**AFAC**) Ltd ABN 52 060 049 327.

ARENA HP is a national system for supporting the use of heavy plant for fire and emergency response. The ARENA HP system has been implemented by AFAC on behalf of AFAC's member agencies (**Members**) across Australia's State and Territory agencies to provide a common registry of Heavy Plant available for fire and emergency operations. ARENA HP has also been implemented for use in New Zealand.

Please read these Terms and Conditions carefully before accessing ARENA HP. All users agreed to these terms and conditions on the first login attempt on or after 1 July every year.

## 2 Registration/Termination of account

By using or accessing ARENA HP or registering for an account, users (**you**) agree to these Terms and Conditions, which form a legally binding agreement between you and AFAC. If you do not agree to these Terms and Conditions, you must immediately exit and not access or use ARENA HP.

Failure to abide by these Terms and Conditions may result in your access to ARENA HP being limited or revoked at our discretion.

In order to use ARENA HP, you must:

1. be an employee, contractor, member or authorised user of a an AFAC Fire and Emergency Service Member agency or an affiliated organisation providing services to such an agency;
2. complete the registration process to create an ARENA HP account;
3. agree to these Terms and Conditions; and
4. maintain and keep up to date your contact and account information (including your current email address) and any other information required as part of your duties in ARENA HP HP.

In accessing and using ARENA HP, you warrant:

- you have the authority of any entity you represent to use ARENA HP on its behalf and to legally bind it to these Terms and Conditions. You must inform any entity you represent of these Terms and Conditions and its responsibilities under these Terms and Conditions; and
- you, and any entity you represent, will comply with all directions and requirements of AFAC and the Members in relation to any transactions you perform using ARENA HP.

You may terminate your account by requesting deletion of your account to AFAC in writing. Please note, any data or information inputted or completed as part of your user account will be retained in ARENA HP under the control of your relevant host agency.

- Termination of your account does not assume deletion of any data inputted through that account. Refer to our [Privacy Policy](#) for further information on how we manage data and your personal information in ARENA HP.

### 3 Use of material in ARENA HP by users

All use of material in ARENA HP must be solely for the purpose of supporting the use of heavy plant for fire and emergency response, and not for any other purposes which would result in either commercial or personal gain.

If you notice any unusual activity or data within ARENA HP that breaches these Terms and Conditions or otherwise become aware of cause for concern about possible misuse of the ARENA HP website and/or data contained in ARENA HP, either to AFAC or its Member agencies, please notify AFAC as soon as possible.

### 4 Prohibited activities

Depending on your level of user access, you may have access to information in ARENA HP that is confidential, including information that is confidential for personal or commercial reasons. You are only allowed to access the information in ARENA HP in accordance with your legal duties, which means your access is governed by those legal duties, which may include contractual duties and duties of confidence. **You are responsible for using confidential information appropriately.**

When using ARENA HP, you must not:

1. ask anyone to pay for access to ARENA HP or on-sell any information obtained from ARENA HP;
2. do anything likely to mislead or deceive us or any other person, pretend to be someone else, do anything offensive, or use ARENA HP for any illegal, immoral or harmful purpose;
3. send anything to ARENA HP that contains software, viruses or any other computer code with the ability to interrupt, harm, damage or destroy ARENA HP or AFAC's other systems;
4. interfere with ARENA HP or the servers or networks underlying or connected to it;
5. infringe any intellectual property rights (including copyright, database right or trade mark rights) of any person, or be in breach of any legal duty owed to any person, such as a contractual duty or duty of confidence; or
6. use ARENA HP in any way that breaches these Terms and Conditions.

The misuse of confidential information will not only be a breach of these Terms and Conditions which may result in legal action being taken by AFAC, but may also be a breach of your terms of employment which may result in legal action being taken by your employer (for example, AFAC Member agencies where you are an employee of a AFAC Member agency), or may be a breach of you or your organisation's obligation of confidentiality to third parties which may result in legal action being taken by those parties.

### 5 Disclaimer of liability

You must make your own assessment of the ARENA HP system prior to using it and no responsibility will be accepted by AFAC or its Members arising in respect of any use or attempted use by any party of ARENA HP.

While every effort has been made to ensure the accuracy of the information provided in ARENA HP, AFAC does not guarantee, and accepts no legal liability arising from or connected to, the accuracy, reliability, currency or completeness of any material contained on ARENA HP or on any linked site. We disclaim all responsibility and liability for any direct or indirect loss, damage, cost or expense whatsoever arising from the use of or reliance upon this information.

AFAC accepts no liability for any interference with or damage to a user's computer system, software or data occurring in connection with or relating to ARENA HP or its use.

AFAC accepts no liability for any commercial losses associated with the suspension or cancellation of a user's ARENA HP account, due to a breach of the ARENA HP Terms and Conditions by that user.

You agree to indemnify, defend and hold us harmless from and against all losses, expenses, damages and costs (including reasonable solicitor's fees) or liability incurred or suffered by us arising from any claim, demand, suit, action or proceeding by any person against you or us where such loss or liability arose out of, in connection with or in respect of your breach of these Terms and Conditions.

## 6 Data protection/website security

AFAC applies a range of security controls to protect ARENA HP from unauthorised access and we use our best endeavours to minimise bugs and viruses from infiltrating ARENA HP. However, AFAC cannot guarantee, and cannot ensure, the security of users information on ARENA HP or that ARENA HP may be affected from viruses or bugs from time to time

You must take your own precaution to ensure your access to ARENA HP does not expose you to the risk of viruses, bugs, malicious computer code or other forms of interference which may damage your computer system.

## 7 User Content/Third party content

ARENA HP allows you to track, dispatch, report and seek compliance of Heavy Plant and to generate and input other types of content including personal information and information that may be commercial-in-confidence (**User Content**). AFAC may collect, use and disclose information contained in ARENA HP, including User Content, for a wide variety of purposes (including as described in section 9 below). In inputting or providing User Content into ARENA HP, you are agreeing to these ARENA HP Terms and Conditions with respect to that User Content.

Any links and references to external websites are provided for informational purposes only. By clicking on a third-party link, you will leave ARENA HP. Links to external websites do not constitute an endorsement, approval or a recommendation by us of the owners or contractors of the external website or the content of those websites. It is the responsibility of the user to make their own decisions about the accuracy and reliability of information contained in linked external websites and you should review the terms and conditions of every internet website you access.

Where an ARENA HP user makes comments on an external website (including social media), which may be considered harmful to the reputation of ARENA HP, AFAC or State and Territory Agencies, AFAC reserve the right to suspend or cancel the user's ARENA HP account.

## 8 Intellectual property

Intellectual property rights in all materials contained in ARENA HP are owned by or licensed to AFAC. In keeping with AFAC's commitment to encourage the availability, dissemination and exchange of information, you may reproduce material that appears on ARENA HP for personal, in house or non-

commercial use, without formal permission from AFAC. In the event you wish to reproduce, alter, store or transmit material that appears on ARENA HP for a purpose other than personal, in house or non-commercial use, you must apply to AFAC and obtain written permission to do so.

## 9 Personal Information Collection Notice

As part of your use of the ARENA HP website (ARENA HP), you agree to this Personal Information Collection Notice, and our Privacy Policy (available here: <https://afac.com.au/terms-and-privacy>). This explains how we collect, use and disclose information that affects your privacy.

### Collection of your personal information

Wherever possible, AFAC will collect personal information directly from you that you provide when using ARENA HP, including but not limited to when you sign up to ARENA HP. Such information collected includes your name, email address and telephone number, employer, employer address and employment position.

From time to time, AFAC may collect information from your employer, only where necessary and requested by a AFAC member or a third-party service provider for the reasonable functioning of ARENA HP.

AFAC may collect personal information as otherwise permitted or required by law.

### Anonymity and pseudonymity

Due to the sensitivity, nature and purpose of ARENA HP, if you do not provide us with your personal information, you will not be able to use ARENA HP. Users of ARENA HP must be identified within the ARENA HP system. Users may be affiliated with their relevant Fire and Emergency Services Agency or as a Contractor or Operator within the system, but must maintain their own profile.

### Use and disclosure of personal information (and other User Content)

ARENA HP is a unique repository of aggregated data that includes a wide array of information that AFAC may use for a variety of purposes accordingly. Information that AFAC collects from you through ARENA HP (i.e. not only personal information, but all User Content) may be used and disclosed by AFAC for AFAC's reasonable purposes, including:

- for the purpose of the transaction you are conducting;
- as permitted or required by law; and
- to AFAC Members, contractors, agents and third-party service partners of AFAC, law enforcement agencies, safety researchers, courts and other organisations or people that AFAC authorises to receive and use such information held within ARENA HP.

## 10 General

This document, and use of the ARENA HP website, is governed by the laws of Victoria, Australia. In the event that a dispute arises from these ARENA HP Terms and Conditions, each of AFAC and you agree to submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.

AFAC reserves the right to vary these Terms and Conditions from time to time when required (with or without notice to you). The latest Terms and Conditions are available on the ARENA HP website log in page. The current version of the Terms and Conditions at the time you access ARENA HP apply to you.

Your continued use of ARENA HP after any change to our Terms and Conditions constitutes an acceptance of any new Terms and Conditions. If you object to any changes, your only remedy is to discontinue your use of ARENA HP.

## 11 Contact

All queries and requests for technical or operational support must be directed to:

AFAC is the National Council for fire and  
emergency services

[arenahp@afac.org.au](mailto:arenahp@afac.org.au)

+61 3 9418 5250

Level 1, 340 Albert Street

East Melbourne VIC 3002

The ARENA HP Help Desk is available between 9am and 5pm Melbourne Local Time, Monday to Friday (excluding VIC and national public holidays).