



ARENA Website Terms and Conditions



31 March 2026



1 Introduction

The ARENA website (**ARENA**) is provided for use by the National Aerial Firefighting Centre (**NAFC, we, us, our**) a business unit of the Australasian Fire and Emergency Service Authorities Council (**AFAC**) Ltd ABN 52 060 049 327.

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

Please read these Terms and Conditions carefully before accessing ARENA. All users are required to agree to these Terms and Conditions on their first login attempt, and on the first login attempt on or after 1 July every year thereafter.

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

2 Registration/Termination of account

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

In order to use ARENA, you must:

1. be an employee, contractor, member or authorised user of a NAFC 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 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.

In accessing and using ARENA, you warrant:

- you have the authority of any entity you represent to use ARENA 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 NAFC and the Members in relation to any transactions you perform using ARENA.

You may terminate your account by requesting deletion of your account to NAFC in writing. Please note, any data or information inputted or completed as part of your user account will be retained in ARENA 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 (see below) for further information on how we manage data and your personal information in ARENA.

3 Use of material in ARENA by users

All use of material in ARENA must be solely for the purpose of supporting the use of aircraft 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 that breaches these Terms and Conditions or otherwise become aware of cause for concern about possible misuse of the ARENA website and/or data contained in ARENA, either to NAFC or its Member agencies, please notify NAFC as soon as possible.

4 Prohibited activities

Depending on your level of user access, you may have access to information in ARENA that is confidential, including information that is confidential for personal or commercial reasons. You are only allowed to access the information in ARENA 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, you must not:

1. ask anyone to pay for access to ARENA or on-sell any information obtained from ARENA;
2. do anything likely to mislead or deceive us or any other person, pretend to be someone else, do anything offensive, or use ARENA for any illegal, immoral or harmful purpose;
3. send anything to ARENA that contains software, viruses or any other computer code with the ability to interrupt, harm, damage or destroy ARENA or NAFC's other systems;
4. interfere with ARENA 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 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 NAFC, but may also be a breach of your terms of employment which may result in legal action being taken by your employer (for example, NAFC Member agencies where you are an employee of a NAFC Member agency), or may be a breach of you or your organisation's privacy or confidentiality obligations 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 system prior to using it and no responsibility will be accepted by NAFC or its Members arising in respect of any use or attempted use by any party of ARENA.

While every effort has been made to ensure the accuracy of the information provided in ARENA, NAFC 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 or on any linked site.

NAFC 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 or its use.

NAFC accepts no liability for any commercial losses associated with the suspension or cancellation of a user's ARENA account.

You agree to indemnify, defend and hold us harmless from and against all losses, expenses, damages and costs or liability incurred or suffered by us arising from or in connection with your use of ARENA and any material contained on ARENA.

6 Data protection/website security

NAFC applies a range of security controls to protect ARENA from unauthorised access, and we use our best endeavours to minimise bugs and viruses from infiltrating ARENA. However, NAFC cannot guarantee, and cannot ensure, the security of information on ARENA or that ARENA will not be affected from viruses or bugs from time to time. NAFC cannot guarantee the security of any information you disclose online; you make such disclosures at your own risk.

You must take your own precaution to ensure your access to ARENA 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 allows you to track, dispatch, report and seek compliance of aircraft, and to generate and input other types of content including personal information and information that may be commercial-in-confidence (**User Content**). NAFC may collect, use and disclose information contained in ARENA, including User Content, for a wide variety of purposes (including as described in section 9 below). In inputting or providing User Content into ARENA, you are agreeing to these ARENA 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. Links to external websites do not constitute an endorsement, approval or a recommendation by us of the owners or operators 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 user makes comments on an external website (including social media), which may be considered harmful to the reputation of ARENA, NAFC, AFAC or State and Territory Agencies, NAFC reserve the right to suspend or cancel the user's ARENA account.

8 Intellectual property

Copyright in the material contained in ARENA is subject to the operation of the *Copyright Act 1968* (Cth). Intellectual property rights in all materials contained in ARENA are owned by or licensed to NAFC. NAFC may use and disclose User Content as outlined in section 7 above and section 9 below.

In keeping with NAFC's commitment to encourage the availability, dissemination and exchange of information, you may (subject to these Terms and Conditions) reproduce material that appears on ARENA for personal, in-house or non-commercial use, without formal permission from NAFC. In the event you wish to reproduce, alter, store or transmit material that appears on ARENA for a purpose other than personal, in-house or non-commercial use, you must apply to NAFC and obtain written permission to do so.

9 Personal Information Collection Notice

As part of your use of the ARENA website (ARENA), 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, NAFC will collect personal information directly from you that you provide when using ARENA, including but not limited to when you sign up to ARENA. Such information collected includes your name, email address and telephone number, employer, employer address and employment position.

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

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

Anonymity and pseudonymity

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

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

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

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

10 General

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

NAFC 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 website log in page. The current version of the Terms and Conditions at the time you access ARENA apply to you. Your continued use of ARENA 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.

11 Contact

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

National Aerial Firefighting Centre
ARENA Help Desk
arena@nafc.org.au
+61 3 9418 5252

Level 1, 340 Albert Street
East Melbourne VIC 3002

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