



ARENA Website Terms and Conditions



POLICY

Version 001

1 April 2022

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 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.

These Terms and Conditions are deemed to incorporate our [Privacy Policy](#) which explains how we collect, use and disclose information that affects your privacy, and should be read together with these Terms and Conditions.

Please read these Terms and Conditions carefully before accessing ARENA.

2 Registration/Termination of account

By using or accessing ARENA or registering for an account, 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 immediately exit and not access or use ARENA.

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

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.

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](#) for further information on how we manage data and your personal information in ARENA.

3 Use of material in ARENA

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 User content/other websites

ARENA allows you to track, dispatch, report and seek compliance of aircraft, and other types of content. As a content user, it is your responsibility to ensure any data you input into ARENA complies with these ARENA Terms and Conditions.

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.

5 Prohibited activities

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 right (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.

6 Disclaimer of liability

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. 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.

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, due to a breach of the ARENA 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.

7 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 users information on ARENA or that ARENA may be affected from viruses or bugs from time to time

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.

8 Intellectual property

Intellectual property rights in all materials contained in ARENA are owned by or licensed to NAFC. In keeping with NAFC's commitment to encourage the availability, dissemination and exchange of information, you may 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 Governing law

This document, and use of the ARENA website, is governed by the laws of Victoria, Australia. In the event that 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.

10 Changes

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 will always be available via link on the ARENA website. 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 General

These Terms and Conditions, including the [Privacy Policy](#), which are the whole agreement relating to the use of ARENA.

A right relating to these Terms and Conditions may only be waived by a written notice signed by the person waiving the right. A single or partial exercise or waiver of a right relating to these Terms and Conditions does not prevent any other exercise of that right or the exercise of any other right.

If any term of these Terms and Conditions is held to be illegal, invalid, void, voidable or unenforceable, that term must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable. If it is not possible to read down a term as set out in this term, that term is severable without affecting the validity or enforceability of the remaining part of that term or other terms in these Terms and Conditions.

12 Contact

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