
PEER Platform - Terms of Use

Version date: June 2018

Safer Care Victoria (ABN: 74 410 330 756) (“**SCV**”, “**we**”, “**us**”) operates the PEER Platform service (the **Service**).

The Service consists of an online platform (available at <https://bettersafecare.vic.gov.au/peer> (“**Website**”)) that allows health professionals and safety and quality professionals and consumers who hold a formal position at a Victorian public or private health service to offer their services to participate as an independent panel member on a serious or sentinel event review (**Review work**).

1. ACCEPTANCE

By accessing or using the Website you agree to be bound by the PEER Platform Terms of Use (Terms). If you do not agree with these Terms (including any amendments to these terms), or if you are neither a Candidate nor a Health Service User, you must immediately cease using the Service and the Website.

These Terms apply to all users of the Platform and the Website (**Users**). Users are either Candidates or Health Service Users:

- a) **Candidates** are Users who are Victorian health professionals, safety and quality professionals or consumers who hold a formal position at a Victorian public or private health service and have completed the sign-up and registration process for the Service and submit a profile for publication on the Platform in accordance with section 4 below (a **Profile**).
- b) **Health Service Users** are Users who use the Service to browse Candidate Profiles for the purpose of selecting a Candidate (or Candidates) to act as an independent panel member for a serious or sentinel event review.

2. AMENDMENTS TO TERMS

We may amend these Terms at any time or for any reason by posting the amended version of these Terms on the Website. You should check the Website from time to time to make sure you are aware of any changes. By continuing to use the Website and the Service following any such amendment, you agree to be bound by the amended Terms.

3. SCOPE OF THE SERVICE AND SCV'S ROLE

3.1 Permitted purposes

SCV's role in the Service is limited to making the Website available to allow Candidates to publish Profiles (subject to section 4 below), and to allow Health Service Users to browse these Profiles for the purpose of engaging Candidates for serious or sentinel event review work (**Permitted Purposes**).

SCV may modify these Permitted Purposes (including by expanding or reducing the Permitted Purposes) from time to time. If SCV modifies the Permitted Purposes, SCV will amend these Terms in accordance with section 2 above).

The Service is not intended to be used for any purposes other than the Permitted Purposes. Without limiting the previous sentence, the Service is not intended to be used for the purpose of engaging Candidates for any types of work besides participating as an independent panel member on a serious or sentinel event review.

Without limiting either or both of sections 12 and 14 below, neither SCV nor the State of Victoria will be responsible for any loss or damage suffered or incurred by any party as a result of any use of the Service or Website for purposes other than the Permitted Purposes.

3.2 No opinion by SCV

The presence or absence of any Candidate Profile on the Website should not be construed as SCV providing any opinion as to the suitability or qualifications of any Candidate.

3.3 Responsibilities of Candidates and Health Services Users to each other

The Candidate is responsible to all Health Services Users for ensuring that the Candidate's Profile information published on the Website is accurate and complete at all times.

If a Health Service User wishes to engage a Candidate to participate as an independent panel member in a serious or sentinel event review (an **Engagement**), the Health Service User is responsible for:

- a) contacting the Candidate directly;
- b) conducting any interviews or background checks (including AHPRA checks) that are required for the Health Service User to independently verify the Candidate's qualification, experience and suitability (including any qualifications or experience that are listed in the Candidate's Profile on the Website);
- c) confirming that the Candidate has no conflict of interest in acting as an independent serious or sentinel event review panel member for the proposed Engagement;
- d) obtaining any necessary confidentiality commitments from the Candidate in relation to their participation in the Engagement;
- e) engaging the Candidate on terms that are acceptable to the Health Service User and the Candidate (including the terms of any additional remuneration provided to the Candidate for the Engagement by the Health Service User); and
- f) the Health Service User's own costs and expenses (e.g. travel, accommodation and meals) in connection with the Engagement.

For the avoidance of doubt, SCV encourages Health Service Users to conduct Engagements on a cost neutral basis. Unless otherwise agreed between the Health Service User and the Candidate's primary health service employer, the Candidate's primary health service employer will absorb the cost of the Candidate's time in participating in the Engagement as part of the Candidate's role with the primary health service employer.

3.4 SCV is not involved in Engagements

By using the Service, all Users acknowledge and agree that the Service does not require SCV to have any role in the selection, conduct or management of Engagements (including any remuneration or cost reimbursement).

Candidates participate in Engagements strictly in their own capacity, and Candidates are not employees, agents, representatives or partners of SCV.

SCV is not responsible for any interaction between any Candidate and any Health Service User arising out of or in connection with the Service, including any Engagement.

SCV will not have any liability for the performance of any Candidate in relation to an Engagement, and all Users agree that section 11 will apply to any complaints or disputes relating to an Engagement.

4. REGISTRATION OF CANDIDATES AND PROFILES

4.1 Registration process

If you wish to register as a Candidate, you must complete the registration process on the Website, including by providing:

- a) your contact details for Health Service Users to contact you;
- b) a photo;
- c) details of your applicable areas of expertise, skills or knowledge for the purpose of serious and sentinel event reviews;
- d) confirmation that you have not been subject to any legal or disciplinary proceedings (including criminal or AHPRA investigations) in the past five years; and
- e) a letter of recommendation from the CEO of your health service employer, which must comply with the requirements specified by SCV on the Website from time to time.

By submitting an application to be registered as a Candidate, you warrant that all information that you submit is accurate, complete and up to date.

SCV may accept or reject any registration submitted by a potential Candidate at SCV's sole discretion. SCV does not provide any guarantee that any registration will be accepted.

4.2 Licence for SCV to use Profile Materials

If you are a Candidate, you:

- a) grant us a non-exclusive and royalty-free licence to use, modify, adapt, publish and exploit the text, photographs and other material comprising your Profile and which you otherwise upload to the Website (the **Profile Material**) for any purpose in connection with the Service without reference to you;
- b) warrant that you have all rights and permissions necessary to provide, upload and grant the licence to the Profile Material;
- c) agree to indemnify SCV if any third party takes action against us in relation to the Profile Material you provide; and
- d) acknowledge and agree that:
 - i. SCV provides no guarantee that your Profile will be published on the Website for any period of time (or at all);
 - ii. SCV has the right to, at any time, take down your Profile or modify it at our sole discretion and without notice; and

- iii. you may request changes to your Profile that has been published on the Website, but any such requests will be considered by SCV in its absolute discretion. Any requests for changes should be sent to SCV by e-mail using the contact details in section 16 below.

4.3 Accuracy of Profile information

SCV relies on Candidates to ensure that the Profile information that they have provided for publication on the Website is kept up-to-date, complete and accurate at all times.

We encourage all Candidates to contact us promptly (using the contact details in section 16 below) if there are any aspects of their Profiles which are incorrect, out-of-date, incomplete or inaccurate.

4.4 Annual attestation and mandatory disclosures

Without limiting section 4.3, each Candidate must:

- a) complete and submit to SCV an annual compliance attestation (in the form set out on the Website here [\[https://bettersafecare.vic.gov.au/peer/apply\]](https://bettersafecare.vic.gov.au/peer/apply) by no later than 30 September each year; and
- b) immediately notify SCV in the event that:
 - i. the Candidate's employment with the health service that has provided the letter of recommendation above ceases or changes substantially for any reason (whether due to termination of employment, or due to a change of jobs);
 - ii. the Candidate is informed (or becomes aware) that the health service wishes to withdraw or modify its letter of recommendation; or
 - iii. the Candidate becomes the subject of any legal or disciplinary proceedings (including criminal or AHPRA investigations) that have not previously been disclosed to SCV.

5. INTELLECTUAL PROPERTY RIGHTS

The intellectual property rights in the Website and all materials (including all Profiles, text, data, graphics, logos, software and any other multimedia) made available via the Website (**Content**) are either owned by SCV, or licensed to us, and all rights in the Content is reserved.

We grant Users a limited right to access the Website and view the Content, subject to these Terms. Users must not copy, modify, adapt, publish, transmit, commercially exploit, reproduce or distribute any Content unless you have first obtained our written consent to do so. This does not restrict Candidates from using any of their Profile Material in which the Candidate owns the intellectual property rights.

SCV reserves the right to review, edit, move or delete any Content at any time without notice.

6. USE OF THE WEBSITE

When using and accessing the Website you must comply with all laws. You also must not:

- a) use the Website for any purpose other than the Permitted Purpose;
- b) use data mining or similar data gathering tools on the Website or in relation to any Content;
- c) use the Website to send unsolicited email, junk mail, "spam", or chain letters, or promotions or advertisements for products or services;

- d) submit, upload, post or transmit any defamatory, abusive, racist, obscene, threatening or pornographic content to the Website or any materials which infringe the rights (including intellectual property rights) of SCV or any third party;
- e) upload or permit any virus or malicious code to adversely affect the Website or any associated equipment, or interfere with or disrupt the operation of the Website;
- f) reverse engineer, decompile or disassemble, or otherwise attempt to derive the source code of, the Website or Content any part thereof;
- g) use the Website to mislead or deceive others; or
- h) collect or store data about other users of the Website, or interfere with any other user of the Website.

If you think any Content on the Website is inappropriate, inaccurate, out of date, unlawful or infringes your rights, please contact us (see section 16).

7. LINKING AND FRAMING

The Website may contain links to other websites and may display content or information (including advertisements) from other websites. SCV is not responsible or liable for that content and does not warrant the accuracy, completeness, currency or suitability of that content for any purpose. SCV is not responsible or liable for:

- a) the availability or accuracy of such websites or resources; or
- b) the content, products, or services on or available from such websites or resources.

Links to such websites or resources do not imply any endorsement by SCV of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from the use of any such websites or resources.

8. PRIVACY

Any personal information collected through your use of the Website and the Service will be dealt with in accordance with our [Privacy Policy](#).

By using the Website and the Service, you acknowledge and agree that:

- a) your personal information is being collected by SCV;
- b) you can request access to your personal information in accordance with your statutory rights by contacting SCV using the contact details in section 16;
- c) your personal information will be used for purposes that include:
 - i. operating the Website;
 - ii. providing the Service; and
 - iii. implementing and conducting risk management, cyber security or fraud protection activities in connection with the Website or Service,

and may be disclosed to our third party service providers (such as website hosting companies) who are involved in the operation of the Website;

- d) if you are a Health Service User:

- i. you may use the Website and the Service without providing any personal information to SCV; and
 - ii. any personal information you voluntarily provide to SCV in connection with the Service will be used and disclosed for the purpose for which it was provided, and otherwise in accordance with our [Privacy Policy](#).
- e) if you are a Candidate:
- i. your Profile may also be published on the Website (which is generally available to the public); and
 - ii. we may discuss:
 - a. your participation in the Service;
 - b. any material that you provide us (including your employer's letter of recommendation), and
 - c. any complaints that we receive about you from other Users or third parties,with the health service that employs you, or any User who has submitted a complaint about you; and
- f) if you apply to be registered as a Candidate and decline to provide any information requested as part of our registration process (or otherwise required in accordance with these Terms), this may result in us refusing, suspending or terminating your registration as a Candidate for the Service.

9. TERMINATION OR SUSPENSION OF THE WEBSITE AND/OR SERVICE

SCV has the right to terminate or suspend the operation of the Website and/or the Service (including in part) for any reason, without notice and without liability.

SCV may (without limitation) suspend the Website to conduct maintenance or to implement updates.

SCV may (without limitation) suspend or terminate any Candidate's registration for the Service or Profile at any time, for any reason, or reject a Candidate's application to be profiled, without notice and without liability.

Without limiting the foregoing, SCV may suspend or terminate a Candidate's registration for the Service or Profile, or reject a Candidate's application to be profiled, if:

- a) they are in breach of these Terms;
- b) they do not have, or cease to maintain, any particular professional qualifications, registrations, certifications, licences or approvals relevant to an Engagement;
- c) they become subject of any legal or disciplinary proceedings (including criminal or AHPRA investigations);
- d) SCV is unable to contact a Candidate after making three attempts (at least one of which must be in writing);
- e) SCV receives poor feedback regarding the Candidate's performance on an Engagement; or
- f) SCV (in its absolute discretion) determines that it has too many Candidates with the same or similar qualifications and experience already listed on the Website.

10. MONITORING BY SCV

You acknowledge that SCV has no obligation to monitor your use (or any other User's use) of the Website, but it has the right to do so at any time for its own purposes, including as required to determine your compliance (or the compliance of any other User) with these Terms or to comply with any law or government authority request.

11. COMPLAINTS AND DISPUTE RESOLUTION

11.1 Disputes between Users

SCV has no obligation to any User to assist or involve itself in any dispute between Users (including in relation to any Engagement). SCV may, in its absolute discretion, choose to provide assistance in relation to disputes between Users from time to time if (and to the extent that) SCV deems appropriate.

In the event of a dispute between a Candidate and a Health Service User that cannot be resolved between them, the Candidate or Health Service User must raise the matter with the Candidate's employer or otherwise deal with the matter in accordance with the terms of the Engagement.

11.2 Complaints in relation to Candidates

SCV has no obligation to assist or involve itself in any complaint by a User or third party relating to a Candidate (including in relation to any Engagement). SCV may, in its absolute discretion, take such action as it considers appropriate (which may include taking no action) in relation to any such complaint received.

11.3 Complaints in relation to SCV's provision of the Service

If a User has a complaint relating specifically to SCV's limited role in providing the Service as described in section 3.1 above (and which does not relate to a dispute between Users or a complaint in relation to a Candidate), then the User may notify SCV of the complaint using the contact details in section 16.

12. DISCLAIMER

The Website and Content is provided "as is". Subject to clause 13, to the maximum extent permitted by law, the State of Victoria and SCV exclude all warranties, representations, implied terms and guarantees about the currency, accuracy, completeness, suitability, functionality, fitness for any purpose or reliability of the Website or any of its Content (including any Profiles). Without limitation, SCV does not warrant that:

- a) any Profile is complete, accurate, up-to-date;
- b) any Candidate is suitable for a specific type of serious or sentinel event review panel work, or for serious or sentinel event review panel work generally;
- c) the Website or any of its functions will be uninterrupted or error free;
- d) defects will be corrected; or
- e) the Website or any server that makes it available is free of errors, viruses or malicious code.

13. NO EXCLUSION OF YOUR STATUTORY RIGHTS

Nothing in these Terms is intended to exclude, restrict or modify the application of any applicable statutory consumer protections. In respect of any conditions, warranties and guarantees which cannot be excluded under statute (including the Australian Consumer Law), to the extent permitted by law, the liability of SCV for a breach

of such condition, warranty or guarantee is limited to any of the following (the choice of which is to be at SCV's discretion, to be exercised reasonably):

- a) in the case of goods, any one or more of the following:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; and
- b) in the case of services:
 - (i) supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

14. EXCLUSION OF LIABILITY

Subject to clause 13, to the maximum extent permitted by law, the State of Victoria and SCV and their directors, officers, employees and agents exclude all liability for any loss or damage (including, without limitation, direct, indirect, special or consequential loss, loss of use, loss of data, loss of business or profits, business interruption or loss of opportunity) which you suffer or incur, whether arising under contract, tort (including negligence), equity, statute, or otherwise, as a result of:

- a) using the Website or the Service, or entering into any Engagement;
- b) relying on any Content available on or from the Website or the Service (or content from websites linked to our Website);
- c) any decision made by SCV in relation to a Candidate's Profile;
- d) any inability to access or use the Website or the Service;
- e) any Content (or content from websites linked to our Website) being incorrect, incomplete or not up to date; or
- f) any errors, viruses or malicious code that may or may not have been sourced from the Website or any server that makes it available.

15. GENERAL

These Terms are to be governed by and construed in accordance with the law in force in Victoria, Australia and you unconditionally submit to the non-exclusive jurisdiction of the courts having jurisdiction there.

A reference to "includes" or "including" in these Terms means "includes (or including) without limitation".

If SCV does not take action in relation to a particular breach of these Terms, this will not be treated as a waiver by SCV of any right or remedy in respect of any existing or future breach of these Terms.

16. CONTACT DETAILS

You can contact SCV at reviewpanelmembers@safecare.vic.gov.au.