



Terms and Conditions

Welcome to the Vocational Mental Health Practitioners Association of Australia (VMHPAA) website. By accessing or using this website, you agree to comply with and be bound by the following terms and conditions of use, together with our Privacy Policy and any other relevant terms, conditions, policies, and notices that may apply to specific sections or modules of this website.

1. Definitions and Interpretation

- 1.1 **"Website," "Website Owner," "we," "us," or "our"** refers to the Vocational Mental Health Practitioners Association of Australia (VMHPAA) and its subsidiaries, affiliates, successors, and assigns.
- 1.2 **"You" or "your"** refers to any person accessing or using this website.
- 1.3 **"Content"** refers to any text, graphics, images, software, audio, video, information, or other materials available on this website.
- 1.4 **"Terms"** refers to these Terms and Conditions, including any amendments made by VMHPAA from time to time.

2. Acceptance of Terms

- 2.1 By accessing or using this website, you accept and agree to be bound by these Terms. If you do not agree to these Terms, you must not use this website.
- 2.2 We reserve the right to modify these Terms at any time. Any changes will be effective immediately upon posting on this website. Your continued use of the website following the posting of changes constitutes your acceptance of those changes.

3. Use of the Website

- 3.1 **Permitted Use:** You may use this website for lawful purposes and in accordance with these Terms. You agree not to use this website in any way that could damage, disable, overburden, or impair the website or interfere with any other party's use and enjoyment of the website.

3.2 Prohibited Use: You agree not to use the website to:

- a. Transmit any material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, or racially or ethnically offensive or breaches the law in any manner.
- b. Transmit any unsolicited or unauthorised advertising, promotional materials, or other forms of solicitation.
- c. Engage in any conduct that restricts or inhibits any other user from using or enjoying the website; and
- d. Introduce or transmit viruses, Trojan horses, worms, or any other harmful or disruptive software or code.

4. Content Disclaimer

4.1 General Information: The content provided on this website is for general informational purposes only and is subject to change without notice. While we strive to ensure that the information on this website is accurate and up to date, we make no representations or warranties of any kind, express or implied, as to the accuracy, completeness, timeliness, or reliability of any content on this website.

4.2 No Professional Advice: The content on this website does not constitute professional advice and should not be relied upon as such. You should consult a qualified professional for advice tailored to your specific circumstances.

4.3 Third Party Content: This website may include content provided by third parties, including links to third party websites. VMHPAA does not endorse, guarantee, or assume responsibility for the accuracy, completeness, or reliability of any third party content.

5. Intellectual Property

5.1 Ownership: All content on this website, including but not limited to text, graphics, logos, icons, images, audio clips, video clips, and software, is the property of VMHPAA or its content suppliers and is protected by Australian and international copyright, trademark, and other intellectual property laws.

5.2 License: VMHPAA grants you a limited, nonexclusive, nontransferable, and revocable license to access and use the website for personal, non-commercial purposes. This license does not include any right to:

- a. Modify, reproduce, distribute, or publicly display any content from the website without the prior written consent of VMHPAA.
- b. Use any data mining, robots, or similar data gathering or extraction tools.

- c. Use the website or its content for any commercial purposes without obtaining a license to do so from us or our licensors.

5.3 Trademarks: All trademarks, service marks, and trade names displayed on this website are the property of VMHPAA or their respective owners. Unauthorised use of any trademarks, service marks, or trade names is prohibited.

6. Limitation of Liability

6.1 Exclusion of Warranties: To the fullest extent permitted by law, VMHPAA disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the website will be available, uninterrupted, or error free, or that any defects in the website will be corrected.

6.2 Limitation of Liability: In no event shall VMHPAA, its affiliates, or any of their respective directors, officers, employees, agents, or licensors be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of, or inability to use, the website or any content on the website, even if VMHPAA has been advised of the possibility of such damages.

7. Indemnification

7.1 Indemnity: You agree to indemnify, defend, and hold harmless VMHPAA, its affiliates, and their respective members, directors, officers, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable legal fees) arising out of or related to your violation of these Terms or your use of the website.

8. Termination

8.1 Termination by VMHPAA: We reserve the right to terminate or suspend your access to the website, with or without notice, for any reason, including without limitation, if we believe you have breached these Terms.

8.2 Effect of Termination: Upon termination, your right to access and use the website will immediately cease. All provisions of these Terms that by their nature should survive termination shall survive, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

9. Governing Law and Jurisdiction

9.1 Governing Law: These Terms shall be governed by and construed in accordance with the laws of Australia, without regard to its conflict of law principles.

9.2 **Jurisdiction:** Any legal action or proceeding arising out of or related to these Terms or your use of the website shall be brought exclusively in the courts of competent jurisdiction in Australia.

10. Miscellaneous

10.1 **Entire Agreement:** These Terms, together with our Privacy Policy and any other policies or notices on this website, constitute the entire agreement between you and VMHPAA regarding your use of the website and supersede any prior agreements, understandings, or representations, whether written or oral, relating to such subject matter.

10.2 **Severability:** If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

10.3 **Waiver:** No waiver of any term or condition of these Terms shall be deemed a further or continuing waiver of such term or any other term, and VMHPAA's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

11. Contact Information

11.1 For any questions or concerns regarding these Terms and Conditions, please contact us at info@vmhpaa.org.au.