

**Community Kindergarten Web Publishing  
(home.kindergarten.vic.gov.au/~)**

Community / Non-Profit Providers Agreement  
 ABN: 73 190 237 854  
 Form 72 08/12



**Note:** Domain name hosting (e.g. *yourdomain.com.au*) is *not* available with Community Web accounts. Community Web addresses are prefixed by the kindergarten domain name before your username (e.g. <http://home.kindergarten.vic.gov.au/~username/>).

State Library of Victoria does offer a wide range of web hosting services including standard web hosting, specialised web hosting, domain name registration and website development. Please contact us or refer to our website <http://vicnet.net.au/products-a-services/internet-services/web-hosting.html> for further details.

**Are we eligible?** – Community based Kindergarten as eligible for Kindergarten IT program.

<b>Web site Title</b>																					
<b>Web site Description (&amp; details of content)</b>																					
<b>Organisation Name</b>																					
<b>Incorporation Number if applicable</b>																					
<b>Primary Contact</b>																					
<b>Address</b>																					
<b>Telephone</b>											<b>Mobile</b>										
<b>Email</b>																					
<b>Secondary Contact</b>																					

Please choose your preferred username. This will form part of your web address, e.g. <http://home.kindergarten.vic.gov.au/~username>  
 The username must be between four and twenty characters long. Can only contain characters Aa-Zz or 0-9.

**Preferred username**

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**Need a little assistance?**

We can help you set up a website at very little cost using CMS (Content Management System) software that allows you to easily add and edit your own website content.

Would you like this CMS software installed?

Yes  No

If Yes, please refer to our website under 'Community free web hosting' (<http://vicnet.net.au/products-a-services/internet-services/web-hosting/15-community-web.html>) for explanation of the three options, conditions and some example websites.

**A** (free)  (DIY)                      **B** (free)  (1.5hrs work)                      **C** (\$328)  (4hrs work)

**Agreement**

I confirm I have read the attached Terms and Conditions and Acceptable Use Policy which form part of this agreement.

Your application will not be processed unless signed and dated.

<b>Signature (Applicant):</b>		<b>Date:</b>	
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**All 6 pages must be initialled and returned with this application**

## PANDORA

The National Library of Australia on-line publication archives  
March 2006



The following objectives have been achieved:

- Establishment of an archive of selected Australian online publications such as electronic journals, government publications, and web sites of research or cultural significance
- Implementation of an archive management system to streamline the gathering and loading of publications into the archive, store information about them, and manage public access to them
- Development of a collaborative national approach to the archiving and long-term preservation of these publications. This involves partnerships with State Libraries and other agencies.

The State Library of Victoria was the first State Library to become a partner with the National Library of Australia in 1998. PANDORA is now a routine part of the selection, acquisition and collection management processes of the Information Resources Division.

The SLV PANDORA team collects a wide range of web sites on different topics and categories including government publications, sport and recreation, lobby groups, newsletters, Royal Commission transcripts, festivals, elections, conference papers, local histories, music, literature, historical societies and galleries and more. The aim is to provide a permanent public record of how Victoria's social, cultural, political and sporting life appeared on the Internet at the beginning of the 21<sup>st</sup> century.

Your site may be considered for preservation in the National Library of Australia's PANDORA Archive of online publications <http://pandora.nla.gov.au>. This will give the National Library and its partner libraries, including the State Library of Victoria, permission to archive your site in PANDORA and preserve and provide access to it for the future.

Titles registered here will not automatically be included in the PANDORA archive. They will be assessed according to the Library's selection guidelines here: <http://pandora.nla.gov.au/selectionguidelines.html>. Only those titles which meet the guidelines will be selected for PANDORA. If your site is selected, you will be notified by either the National Library or its partner the State Library of Victoria.

### Want to know more?

Visit the PANDORA web site <http://pandora.nla.gov.au> or contact Peter Jetnikoff email [pjetnikoff@slv.vic.gov.au](mailto:pjetnikoff@slv.vic.gov.au)

### PANDORA Archive

Allow your site to be archived in the State Library PANDORA archive.

Yes, I give permission to archive this site in the PANDORA archive.

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# General Terms and Conditions

ABN: 73 190 237 854

V3 03/06



## 1. Definitions

1.1 In these terms and conditions unless the context otherwise requires:

- (a) Agreement means these terms and conditions and any Services Request.
- (b) Clause means a clause of this Agreement.
- (c) Development Work means web site content development and integration services work that is to be provided by State Library of Victoria.
- (d) Force Majeure means a circumstance beyond the reasonable control of State Library of Victoria, which results in State Library of Victoria being unable to observe or perform on time an obligation under this Agreement. Such circumstances shall include, without limitation, telecommunications and Internet and wholesaler failures.
- (e) Intellectual Property Right includes, without limitation, any right arising from or capable of arising from: the Circuits Layout Act 1989 (Cth); the Copyright Act 1968 (Cth); the Designs Act 1906 (Cth); the Patents Act 1990 (Cth); the Trade Marks Act 1995 (Cth); any similar legislation outside the Commonwealth of Australia, any similar unregistered right and confidential information.
- (f) Internet Services means the supply of goods and services by State Library of Victoria including, without limitation those set out in a Services Request which may include, without limitation, dial up connections, permanent connections, satellite services, web site hosting, domain name services and Development Work.
- (g) Party means a party to this Agreement and its successors, trustees and permitted assigns.
- (h) Services Request means a request by You for State Library of Victoria to supply Internet Services to You which is in the opinion of State Library of Victoria properly completed and accepted by State Library of Victoria
- (i) Sub-clause means a sub-clause of this Agreement.

## 2. Interpretation

2.1 In the interpretation of this Agreement unless the context otherwise requires:

- (a) Words denoting a person shall include corporations, statutory corporations, partnerships, joint ventures, associations, boards, governments or semi-government agencies or authorities.
- (b) Words denoting the singular number shall include the plural number and vice versa.
- (c) Words denoting any gender shall include all other genders.
- (d) A reference to a statute or a regulation also refers to any statute or regulation amending, or consolidating or re-enacting same.
- (e) Money references are references to Australian currency.
- (f) Headings used in this Agreement are for convenience and ease of reference only, and are not part of this Agreement and shall not be relevant or affect the meaning or interpretation of this Agreement.
- (g) Every obligation, covenant, agreement, condition express or implied in this Agreement and entered into by more than one party shall bind them jointly and each of them severally.
- (h) If any provision or part provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from such provision or part provision which shall be deemed deleted.
- (i) Words denoting writing shall include email.
- (j) To the extent of any inconsistencies, this Agreement shall take precedence over State Library of Victoria Publishing Policy and a Services Request.

## 3. Scope

3.1 State Library of Victoria shall provide You with Internet Services as detailed in one or more Services Requests.

3.2 Where a Services Request refers to periodic Internet Services (eg per annum) then such Internet Services shall automatically be supplied again for a similar period unless You advise State Library of Victoria in writing that You do not require such Internet Services 30 days prior to the expiration of such a period.

## 4. Your responsibilities and obligations

4.1 You shall, unless agreed otherwise by notice in writing from State Library of Victoria:

- (a) pay all accounts rendered by State Library of Victoria within 21 days of invoice or as otherwise specified in a Services Request. An account rendered by e-mail by State Library of Victoria shall be sufficient evidence for a Court of the provision of such Internet Services to You by State Library of Victoria.
- (b) comply with the licence terms and conditions of any software supplied to You by State Library of Victoria.
- (c) be responsible for, and without limitation, taking backup copies of any data owned by You that is stored on State Library of Victoria's system or any data transmitted or caused to be transmitted over the Internet.
- (d) keep your password and user account details confidential and not disclose same to any other party. Should any such disclosure occur You shall report same to State Library of Victoria in writing as soon as possible. You shall be responsible for all use of such Internet Services whether authorised or not by You.
- (e) properly train yourself and your staff in the use of the Internet.
- (f) provide and only use equipment which State Library of Victoria considers suitable to use Internet Services.
- (g) fully comply with State Library of Victoria's Publishing Policy which may be updated and changed from time to time and is currently located at <http://www.vicnet.net.au/legal-information.html>.
- (h) comply with all relevant laws.

4.2 You hereby release, indemnify and keep indemnified State Library of Victoria, its officers, servants, agents and wholesalers against all liabilities, claims, actions, suits, demands, losses, costs (including legal costs on a solicitor and own client basis), taxes or expenses arising out of or in any way connected with the supply of Internet Services to You, including, without limitation, any third party claim, action, suit or demand against State Library of Victoria or its wholesalers.

4.3 You shall not:

- (a) interfere with the network or disrupt any other user, service or equipment.
- (b) Use any unauthorised software, hardware and or use or connect to any authorised software or hardware in an authorised manner.
- (c) use Internet Services for any illegal, unauthorised or dangerous purpose including, without limitation, unsolicited commercial e-mail.
- (d) publish any material for which You are not the Intellectual Property Right owner or are authorised to publish or is defamatory.
- (e) where you are a Library, use the Internet Services for any purpose other than ordinary library use by Library members and staff.
- (f) transfer, assign, sell to or share with any other person any right under this Agreement without the prior written consent of State Library of Victoria.

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4.4 You acknowledge that State Library of Victoria does not and cannot monitor or control the content and information accessed via the Internet and shall not hold Vicnet responsible in any way for any content or information accessed via the Internet.

#### **5. State Library of Victoria rights**

5.1 State Library of Victoria may, whilst being under no obligation to do so and at its sole discretion, without notice or giving any reason or incurring any liability for doing so:

- (a) delete any material found on its equipment and/or refuse to accept or publish any material which is in State Library of Victoria's opinion unauthorised; illegal or possibly illegal; unlawful; obscene; infringes any Intellectual Property Right of any third party; defamatory; excessive in volume; uncollected for an excessive period; in an unauthorised area; dangerous; or in breach of State Library of Victoria's Publishing Policy which may be updated and changed from time to time and is currently located at <http://www.vicnet.net.au/legal-information.html>.
- (b) take action as it deems appropriate if it suspects that malicious, illegal or unacceptable usage of Internet Services is occurring or has occurred, including without limitation loss, destruction or disposal of your access passwords.
- (c) Suspend Internet Services immediately if You are in breach of Sub-clause 4.
- (d) Increase the Fees on 30 days written notice. In the event of a periodic Services Request the charges may change each renewal of such an order. Each periodic Services Request shall be automatically renewed each period unless terminated by You or Vicnet in writing 30 days before expiration.

5.2 State Library of Victoria shall provide support as detailed in a Services Request.

5.3 State Library of Victoria may collect from you Caller Line Identification ("CLI") information to be used solely for the purpose of fraud prevention, billing, call management and credit control and such other purposes as set out within section 291 of the Telecommunications Act. You hereby consent to such collection and use and understand that that any restrictions in relation to CLI which You may have requested the carrier to apply will not work.

#### **6. Intellectual Property Ownership**

6.1 You shall retain the Intellectual Property Right in materials supplied by You to State Library of Victoria.

6.2 State Library of Victoria shall retain the Intellectual Property Rights in all software and Internet Services supplied by State Library of Victoria.

6.3 Title in any goods or software licences supplied by State Library of Victoria does not pass until State Library of Victoria receives payment in full for such goods and software licences.

#### **7. Fees**

7.1 Unless stated expressly to the contrary, all fees and charges payable to State Library of Victoria pursuant to this Agreement or otherwise are exclusive of all taxes, duties, fees or other government levies or charges (including without limitation any GST). Such taxes, duties, fees or other government charges shall to the extent permissible by law be paid by You to State Library of Victoria.

7.2 Accounts which are rendered to You by any means other than electronic means (eg email) shall attract an additional fee of \$1.00 per account.

#### **8. Limited Warranty (Services)**

8.1 State Library of Victoria shall supply Internet Services with all due care and skill.

8.2 State Library of Victoria shall re-supply any Internet Services which are not supplied in accordance with Sub-clause 8.1 provided that You notify State Library of Victoria of same within a reasonable time from the supply of the Internet Services. This remedy shall be your sole and exclusive remedy for breach of this Agreement or any other cause of action against State Library of Victoria in relation to Internet Services.

8.3 State Library of Victoria cannot and does not warrant that Internet Services will be available 24 hours a day or that any fault will be corrected within a specific time frame

#### **9. Limited Warranty (Hardware and Software)**

9.1 To the extent permitted by law, State Library of Victoria offers no warranty in relation to hardware and software other than the relevant manufacturer's or developer's warranty. To the extent that State Library of Victoria cannot exclude such liability it shall be limited, at the option of State Library of Victoria, to any one or more of the following: if the breach related to goods: the replacement of the goods or the supply of equivalent goods; the repair of such goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired.

#### **10. Exclusions and Limitation of Liability**

10.1 Except as expressly provided to the contrary in this Agreement, all warranties whether express, implied, statutory or otherwise, relating in any way to the subject matter of this Agreement or to this Agreement generally, are excluded.

10.2 Unless State Library of Victoria otherwise agrees in writing, State Library of Victoria is not responsible for, without limitation:

- (a) ensuring that Internet Services are suitable for your requirements or fit for any purpose;
- (b) any interruption to Internet Services due to, without limitation, equipment failure, the need for routine maintenance, peak demand and so on;
- (c) the supply or maintenance of your equipment, software or telephone lines;
- (d) monitoring, controlling or ensuring the accuracy, appropriateness or content of any information on the Internet and does not do so; and
- (e) any software available on the Internet.

10.3 State Library of Victoria does not endorse or approve of any materials on the Internet and shall not be liable in any way for such materials.

10.4 Save for Clause 8, and to the extent permitted by law, State Library of Victoria shall not be under any liability to You in respect of any loss or damage (including, without limitation, consequential loss or damage) however caused, which may be suffered or incurred or which may arise directly or indirectly in respect to the supply of goods or Internet Services pursuant to this Agreement or the failure or omission on the part of State Library of Victoria to comply with its obligations under this Agreement.

#### **11. Waiver**

11.1 No right of State Library of Victoria shall be deemed to be waived except by notice in writing from State Library of Victoria.

11.2 Any failure by State Library of Victoria to enforce any Clause of this Agreement, or any forbearance, delay or indulgence granted by a Party will not be construed as a waiver of State Library of Victoria's rights.

#### **12. Force Majeure**

12.1 State Library of Victoria shall not be liable for any delay or failure to perform its obligations if such a failure or delay is due to Force Majeure.

#### **13. Sub Contracts**

13.1 State Library of Victoria may sub-contract for the performance of this Agreement or any part of this Agreement.

#### **14. Notices**

14.1 Notices under this Agreement may be delivered by hand, by mail, facsimile or e-mail to the above addresses.

14.2 Notices shall be deemed given, in the case of:

- (a) hand delivery, upon written acknowledgment of receipt by an officer or other duly authorised employee, agent or representative of the receiving Party;
- (b) posting, 3 days after dispatch;
- (c) facsimile, upon completion of transmission; and

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(d) e-mail, immediately after dispatch.

14.3 Notify State Library of Victoria promptly when your customer contact details change.

#### **15. Termination**

15.1 Without limiting the generality of any other Clause in this Agreement, State Library of Victoria may terminate this Agreement or any Services Request immediately by notice in writing if:

- (a) any payment due from You to State Library of Victoria pursuant to this Agreement remains unpaid for a period of 30 days;
- (b) You breach any Clause of this Agreement and such breach is not remedied within 14 days of written notice by State Library of Victoria;
- (c) You are otherwise no longer capable of complying with its obligations under this Agreement; or
- (d) You become, threaten or resolve to become or are in jeopardy of becoming subject to any form of insolvency administration; You, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving; You being a natural person, die; or You cease or threaten to cease conducting its business in the normal manner.

15.2 State Library of Victoria may otherwise terminate this Agreement or any Services Request on 30 days notice without reason.

15.3 If this Agreement or any Services Request is terminated then State Library of Victoria may in its sole discretion:

- (a) retain all moneys paid, which is agreed to be a genuine estimate of part of State Library of Victoria's loss and damage suffered;
- (b) charge a reasonable sum for Internet Services performed in respect of which no sum has been previously charged;
- (c) be regarded as discharged from any further obligations under this Agreement; and
- (d) pursue any additional or alternative remedies provided by law.
- (e) Further, State Library of Victoria shall not be liable to pay any compensation as a result of such termination.

15.4 The provisions of this Agreement which are capable of having effect after the expiration of this Agreement shall remain in full force and effect following the expiration of the Agreement.

#### **16. Privacy Notice**

16.1 We at State Library of Victoria are committed to your privacy. Our policy on the handling of personal information is to comply fully with the national privacy Principles for the fair handling of personal information, as set out in the Privacy Act, 1988 and the information privacy principals as set out in the information privacy act 2000.

- (a) Individuals will be given access to their personal information on request. If you have any questions or concerns about this Privacy Policy, please direct your requests to the Privacy Officer at State Library of Victoria, 328 Swanston Street Melbourne Victoria 3000.
- (b) The information provided may be disclosed to our related companies, contractors, other credit providers whether or not your account is overdue, and, if necessary, our risk insurer, debt collectors and credit reporting agencies.
- (c) If all or part of the information requested is not provided, we may not be able to process your Application for Commercial Credit.

16.2 The Customer hereby authorises State Library of Victoria:

- (a) obtain from a credit reporting agency a credit report concerning the Customer's credit information for the purpose of determining whether or not to supply the Products to the customer on credit or to collect unpaid accounts from the Customer;
- (b) give to and seek from any credit providers information about the Customer's credit arrangements. The Customer acknowledges that this information may include any information about the Customer's creditworthiness, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act;
- (c) report any overdue payments owing by the Customer to other credit providers or credit reporting agencies pursuant to the terms of the Privacy Act, 1988;
- (d) make credit inquiries of any person, company or firm with whom the Customer had or may have dealings with concerning the Customer's creditworthiness, credit history or credit capacity.

#### **17 Entire Agreement**

17.1 This Agreement constitutes the entire agreement between the parties for the subject matter referred to in this Agreement. Any prior, including without limitation, verbal, arrangements, agreements, representations or undertakings are superseded.

17.2 This agreement may only be modified, varied or altered by

- (a) State Library of Victoria notifying you on 30 days written notice of such modification, variation or alteration at the expiration of which time such modification, variation or alteration shall be deemed accepted by You.
- (b) With the consent of both State Library of Victoria and you as recorded in e-mails passing between the parties.

17.3 No modification, variation or alteration of any provision of this Agreement shall be valid except in writing signed by each Party.

#### **18. Governing Law**

18.1 This Agreement will be governed by and construed according to the law of the State of Victoria.

18.2 The parties irrevocably submit to the exclusive jurisdiction of the Courts of Victoria and Australia and any Courts hearing appeals from such Courts.

# Acceptable Use Policy

ABN: 73 190 237 854

V2 12/03



The following sets out some relevant matters you should consider before and whilst using an:

## 1. E-mail

### Users shall NOT:

- a. send e-mails or post messages which are unlawful, excessively large (> 5 Mb), obnoxious
- b. send unsolicited advertisements ("Spam"), chain letters or similar e-mails.
- c. use State Library of Victoria as a relay for e-mail without State Library of Victoria's express permission
- d. modify the sender, time, server or other header information of e-mails.

- e. send large numbers of e-mail to one address with the purpose of interfering with the use of that address.
- f. Accumulate email in a mailbox to a volume larger than 5 Mb on the State Library of Victoria server without downloading it. In such circumstances, State Library of Victoria may, amongst other things and in its sole discretion, return or bounce all emails sent to such a mailbox.

## 2. Spam

State Library of Victoria may in its sole discretion and without notice remove any domain which either by support or inaction allows the sending of Spam.

## 3. Newsgroups and E-mail Lists

- a. Commercial advertisements and off topic posts and e-mails are unwelcome in most USENET discussion groups and on most e-mail mailing lists. Each Newsgroup focuses on a particular, well defined and narrow set of topics.
- b. Users need to read the Newsgroup's FAQ (Frequently Asked Questions) as to the appropriate etiquette for the group/list before posting.

## 4. Services and/or Ports

State Library of Victoria reserves the right to cut off services or ports which may adversely affect other networks or internet based services, such as:

- a. Mail servers used on a connection with a dynamic IP address.
- b. open proxy servers for example socks, wingate, squid.
- c. ports which can be used to pose a security threat.

## 5. Illegal Activities

### Users shall NOT:

- a. engage in illegal activities including cracking, probing, or analyzing security systems.
- b. attempt to crash or interfere with any computer systems.
- c. breach the Trade Practices Act. For more information users are referred to the following sites:

1. [www.austlii.edu.au](http://www.austlii.edu.au)
2. [www.accc.gov.au](http://www.accc.gov.au)
3. [www.computerlaw.com.au](http://www.computerlaw.com.au)

- d. breach the Classification (Publications, Films and Computer Games) (Enforcement) Act (Vic) 1995. For more information users are referred to the following sites:

1. [www.austlii.edu.au](http://www.austlii.edu.au)
2. [www.acma.gov.au](http://www.acma.gov.au)
3. [www.computerlaw.com.au](http://www.computerlaw.com.au)

- e. breach the Copyright Act. For more information users are referred to the following sites:

1. [www.austlii.edu.au](http://www.austlii.edu.au)
2. [www.copyright.com.au](http://www.copyright.com.au)
3. [www.computerlaw.com.au](http://www.computerlaw.com.au)

- f. breach the Broadcasting Services Amendment (Online Services) Act 1999. For more information users are referred to the following sites:

1. [www.austlii.edu.au](http://www.austlii.edu.au)
2. [www.acma.gov.au](http://www.acma.gov.au)
3. [www.computerlaw.com.au](http://www.computerlaw.com.au)

## 6. General

- a. Users are not permitted to use multiple logins (including multilink).
- b. Cancellation requests or password or account name changes are not accepted via phone or e-mail.
- c. Harassment or abuse, whether physical, verbal or written, of other users or State Library of Victoria staff members, may in the sole discretion of State Library of Victoria result in the cancellation of the user's State Library of Victoria account(s).
- d. Users must not display inappropriate materials or use inappropriate language whilst using the services (see Illegal Activities above).
- e. In providing internet access or facilitation of internet access to those under 18 years, users should consider restricting that access by use of filtering software. For more information relating to filtering software, see <http://www.StateLibraryofVictoria.net.au/legal-information/22-contentregulation.html>.
- f. State Library of Victoria recommends that all users install an anti-virus program and update it regularly.

## 7. Reporting Policy Breaches

Please supply State Library of Victoria with any examples of infringements of the Acceptable Use Policy that are encountered. Include the complete e-mail message, web page URL, Posting or usenet article (include all x-headers) and logon or attempted cracking or probing time (plus your time zone information) and send to State Library of Victoria Sales and Service, 328 Swanston St Melbourne 3000 Victoria Australia or by e-mail to [support@slv.vic.gov.au](mailto:support@slv.vic.gov.au)

## 8. State Library of Victoria reserves the right to alter this document at any time

and it is the responsibility of State Library of Victoria Users to have read the most up-to-date State Library of Victoria Acceptable Use Policy

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