

DIGITAL LICENCE APP TERMS AND CONDITIONS

QBCC CREDENTIALS



1. Introduction

- 1.1. QBCC Credentials provide a digital version of selected QBCC Licences. They assist individual QBCC Licensees by enabling easy access and sharing of near real-time licensing information.
- 1.2. As QBCC Credentials are a new, optional product, some licence types or classes may not be available at this time. QBCC Credentials are not offered for company licences.
- 1.3. QBCC Credentials in the Digital Licence App do not replace physical licence cards or licence certificates that have been issued for a QBCC Licence. Licence cards and licence certificates will:
 - 1.3.1. continue to be supplied by the QBCC as required by law, and
 - 1.3.2. remain valid until they expire, unless the licence is earlier surrendered, suspended or cancelled.
- 1.4. Online QBCC licence registers provide the primary source of near real-time QBCC Licence information. QBCC licence registers are publicly available and free to access via this link.

2. Definitions

- 2.1. In these terms and conditions, unless the context otherwise requires:
 - active, for a QBCC Licence, means it is current and valid.
 - CDSB means the Department of Customer Services, Open Data and Small and Family Business.
 - digital authority has the meaning defined by the *Transport Planning and Coordination Act 1994*.
 - digital device has the meaning defined by the *Transport Planning and Coordination Act 1994*, and is used to display a digital authority.
 - Digital Licence App or the app refers to the IOS and Android versions of the Digital Licence App made available by TMR to download, install and use on a compatible digital device.
 - QBCC means the Queensland Building and Construction Commission, a statutory body established by the *Queensland Building and Construction Commission Act 1991*.
 - QBCC Credentials means a digital authority for a type of QBCC Licence.
 - QBCC Licence or licence means a licence granted to an individual under the *Queensland Building and Construction Commission Act 1991*, *Plumbing and Drainage Act 2018* or *Building Act 1975*.
 - QBCC Licensee means an individual granted a licence under the *Queensland Building and Construction Commission Act 1991*, *Plumbing and Drainage Act 2018* or *Building Act 1975*. In some contexts, it may include former licensees.
 - TMR means the Department of Transport and Main Roads.
 - TMR digital photo means a digital photo under the *Transport Planning and Coordination Act 1994*.
 - TPC Act means the *Transport Planning and Coordination Act 1994*.
 - Vendors means Thales Australia Ltd, and includes its subsidiaries, affiliates and third party suppliers, and or Amazon Web Services Australia Pty Ltd (AWS).
 - you means a person who has been issued with QBCC Credentials.

3. Acceptance of these Terms and Conditions

- 3.1. These Terms and Conditions form an agreement between you and the QBCC.
- 3.2. By adding your QBCC Credentials to the app, you acknowledge that you have read, and agree to, these Terms and Conditions.
- 3.3. You acknowledge that you are also subject to the Terms and Conditions agreed between you and CDSB in downloading, installing and using the app.

4. Eligibility

- 4.1. You are eligible for QBCC Credentials if you:
 - 4.1.1. are also eligible for, and have access to, the Digital Licence App
 - 4.1.2. have an active, individual QBCC Licence of a kind that is currently available to be linked to the app as QBCC Credentials.
- 4.2. Should your eligibility change, you may no longer be able to use and access QBCC Credentials.
- 4.3. You accept that the QBCC may amend the status, disable and or amend your QBCC Credentials, and or terminate your access, if:
 - 4.3.1. Your QBCC Licence is expired, surrendered, suspended or cancelled
 - 4.3.2. You breach these terms and conditions.

5. Adding QBCC Credentials to the App

- 5.1. To add your QBCC Credentials to the App, you agree to provide the QBCC with the following Information to verify your QBCC Licence details:
 - 5.1.1. Your full name
 - 5.1.2. Your QBCC Licence number (if you have more than one QBCC Licence number, only one is required to access all of your QBCC Licences)
 - 5.1.3. Your date of birth.

6. Information displayed in QBCC Credentials

- 6.1. You acknowledge that QBCC Credentials display the following common features, if applicable to a particular licence:
 - 6.1.1. Your TMR digital photo (for example, the photo displayed on your TMR driver's licence)
 - 6.1.2. Your full name
 - 6.1.3. The jurisdiction and statutory authority applicable to your QBCC Licence (for example, *Queensland Building and Construction Commission Act 1991*)
 - 6.1.4. Licence type (for example, Site Supervisor)
 - 6.1.5. Licence class (for example, Builder Low Rise)
 - 6.1.6. Licence status (for example, active)
 - 6.1.7. Licence conditions and or endorsements
 - 6.1.8. Date and time of last QBCC Credentials refresh
 - 6.1.9. Expiry date.
- 6.2. As the Digital Licence App is a shared Queensland Government product, you acknowledge that the QBCC does not control, or have access to, all information displayed in your QBCC Credential. Specifically, the QBCC does not control or have access to your TMR digital photo.
- 6.3. You acknowledge that QBCC Credentials are a near real-time product. The information displayed is updated whenever changes are made to the particulars of your QBCC Licence (for example, a change of licence status from active to suspended).

7. Permitted use of QBCC Credentials

- 7.1. QBCC Credentials constitute digital authorities for the purpose of the TPC Act. This means you can use your active QBCC Credentials to:
 - 7.1.1. show others what QBCC Licences you hold, and
 - 7.1.2. share information about your licence, for example the licence class or expiry date.
- 7.2. You acknowledge that under the TPC Act you may lawfully be required to refresh the display to share your QBCC Credentials with others.
- 7.3. Adding or using QBCC Credentials does not change the activities authorised by a QBCC Licence. As the holder of QBCC Credentials you acknowledge that you must continue to comply with the statutory obligations related to your QBCC Licences, including those applicable under the *Queensland Building and Construction Commission Act 1991*, *Plumbing and Drainage Act 2018* and *Building Act 1975*.

8. Non-permitted use of QBCC Credentials

- 8.1. Although QBCC Licences that are not active may remain displayed in the app, this feature is provided for information only. Any expired, surrendered, suspended or cancelled QBCC Licence has no legal authority, and does not constitute a digital authority under the TPC Act.
- 8.2. You accept that your QBCC Credentials cannot be used or shared outside the Digital Licence App or the Digital Licence Verifier App (for example, by way of screenshot).
- 8.3. You accept that your QBCC Credentials are unique to you and are not transferable to another person (including a company). You acknowledge that you may commit an offence if you improperly use your QBCC Credentials, or allow another person to use your QBCC Credentials.
- 8.4. With the exception of the permitted uses described in section 7, you accept that the QBCC does not grant any additional licence or right in, or assign all or part of, its intellectual property rights in the content or user interface of QBCC Credentials. In particular, you acknowledge that you are prohibited from otherwise using trademarked material associated with QBCC Credentials including the QBCC name and logos.

9. Collection, use and disclosure of your information by the QBCC

- 9.1. The QBCC is responsible for supporting the operation and administration of your QBCC Credentials in the Digital Licence App.
- 9.2. To facilitate your access and use of your QBCC Credentials in the Digital Licence App, the QBCC needs to:
 - 9.2.1. Disclose information, periodically, about you and your QBCC Licence with CDSB, TMR and or the Vendors. This information may include public information (for example, published in QBCC's online licence registers), personal information and or confidential information.
 - 9.2.2. Use information, periodically, about you that has been shared with the QBCC by CDSB, TMR and or the Vendors. Examples of these uses include to cross reference your name, date of birth and or mobile phone number, or to identify the types of digital devices that have access to your QBCC Credentials in the Digital Licence App.
- 9.3. You consent to the QBCC disclosing the following information it holds about you or your QBCC Licence, as necessary, with CDSB, TMR and or the Vendors:
 - 9.3.1. Your full name
 - 9.3.2. Your licence number
 - 9.3.3. Your QBCC customer number
 - 9.3.4. Your licence issue and expiry dates
 - 9.3.5. Your licence status (that is, active or otherwise)
 - 9.3.6. Your licence class and or type
 - 9.3.7. Your licence conditions and or endorsements
 - 9.3.8. Time and date of the most recent licensing information update for your QBCC Credentials
 - 9.3.9. The Act under which your licence is granted
 - 9.3.10. Any information which the QBCC is otherwise authorised or required to display or publish by another means, for example on the QBCC licensee register
- 9.4. You consent to the QBCC, TMR and the Vendors using the information disclosed by the QBCC about you or your QBCC Licence to facilitate your access and use of QBCC Credentials in the Digital Licence App.
- 9.5. You consent to QBCC, TMR and the Vendors collecting information about your use of QBCC Credentials in the Digital Licence App, including:
 - 9.5.1. when, where and how the QBCC Credentials and or Digital Licence App is accessed
 - 9.5.2. the pages accessed, and the types of functions used
 - 9.5.3. your digital device type.

- 9.6. You consent to the QBCC using the information described above in clause 9.5 for:
- 9.6.1. Facilitating your access and use of QBCC Credentials and or the Digital Licence App
 - 9.6.2. Performing the QBCC's statutory functions, including for law enforcement purposes.
- 9.7. You accept that collected information will be retained and used even after removal of your QBCC Credentials and or Digital Licence App from your devices, in accordance with the QBCC's statutory responsibilities and Privacy Policy.
- 9.8. You acknowledge that you have read the QBCC Credentials Privacy Notice, which sets out how the QBCC handles your personal information, how to access your personal information, and the privacy complaints process.
- 9.9. You acknowledge it is your statutory obligation as a QBCC Licensee to ensure the QBCC is kept advised of any changes of particulars in relation to your licensing details.
- 9.10. You accept that the QBCC is not liable for any consequences that may arise as a result of errors or omissions in your personal information held by the QBCC.

10. Costs and limitation of liability

- 10.1. It is free to add QBCC Credentials to the app.
- 10.2. You accept that, to the maximum extent permitted by law, the QBCC makes no statement, representation or warranty about the quality, accuracy, context, completeness, availability or suitability for any purpose of the QBCC Credentials.
- 10.3. You accept that, the QBCC makes no warranties that the QBCC Credentials are free of infection by computer viruses or other contamination, to the maximum extent permitted by law.
- 10.4. You accept that the QBCC disclaims, to the maximum extent permitted by law, all responsibility and all liability (including without limitation and liability in negligence) for all expenses, losses, damages and costs you or any other person might incur for any reason (whether direct, indirect, consequential, special or other loss or damage) in connection with the QBCC Credentials, including as a result of the QBCC Credentials being in any way inaccurate, out of context, incomplete, unavailable, not up to date or unsuitable for any purpose.
- 10.5. You accept that the QBCC reserves the right to withdraw your access to this product at any time, without notice.

11. Variation

- 11.1. The QBCC reserves the right to amend, vary, delete or supplement these Terms and Conditions at any time.

12. Severability

- 12.1. If any part of this agreement is determined to be invalid, unlawful or unenforceable for any reason, then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the agreement and the remaining Terms and Conditions will continue to be valid and enforceable to the fullest extent permitted by law.

13. Governing Law

- 13.1. These Terms and Conditions are governed by and construed in accordance with the laws of Queensland. In the event that a dispute arises from this agreement, you agree to submit to the non-exclusive jurisdiction of the courts of Queensland.

14. Enquiries and feedback

- 14.1. For help with QBCC Credentials, contact QBCC by phone on 139 333 or visit a customer service centre.

Need more information?

Visit qbcc.qld.gov.au, call **139 333** or write
to us at **GPO Box 5099, Brisbane Qld 4001.**

