

Urban Utilities Workday Terms and Conditions including Privacy Statement

Terms and Conditions of Use

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1. General

- 1.1. The Urban Utilities Online Services Information Privacy Statement and Terms and Conditions of Use (**Terms** or **Terms and Conditions**) are a contract between you and Urban Utilities and apply, in conjunction with any other terms, conditions and disclaimers displayed elsewhere on the Urban Utilities website, including but not limited to, our Website Terms and Conditions, privacy and copyright statements, to your use of these Services.
- 1.2. You must accept the Terms and Conditions in order to use these online services, so please read them carefully. Once you have accepted these Terms and Conditions they will not be presented to you again unless the Terms and Conditions have been amended since you last logged in.

2. Definitions

Personal Information is as defined in the Privacy Laws, as applicable.

Privacy Laws refers to the *Information Privacy Act 2009* (Qld), *Privacy Act 1988* (Cth) and all related regulations.

"We", "us" or "our" or "Urban Utilities" refers to Central SEQ Distributor-Retailer Authority trading as Urban Utilities (ABN 86 673 835 011).

Website Terms and Conditions means the terms and conditions of use for Urban Utilities website, found at <https://urbanutilities.com.au/about-us/corporate-information/website-terms-of-use>.

Services, Urban HQ or Workday means Urban Utilities' online recruitment services accessed through a computer software application licensed for use by Urban Utilities and job candidates (including all modifications, enhancements or updates, and includes all associated printed, online or electronic documentation and instructions relating to it) and titled Workday or Urban HQ.

You (you) / Yours (yours) refers to anyone accessing the Services.

3. Amendments

- 3.1. We may amend or update these Terms from time to time without notice and your use of the Services will be governed by the most recent Terms available at <https://www.workday.com/en-us/privacy.html>
- 3.2. Your continued use of the Services following any changes to these Terms indicates your acceptance of any changes to these Terms.

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4. Third Party Websites

- 4.1. Workday may contain links to third party websites or resources operated by organisations other than Urban Utilities (for example, employment check sites like Fit to Work and Talegent)). These links are provided for your convenience only and when accessing any third party website you should read the terms and conditions of use for that website.
- 4.2. Without limiting these Terms and Conditions, by using this Service to access a third party website you expressly release and indemnify us from any and all liability arising from your access or use of any third party website.
- 4.3. Urban Utilities disclaims all responsibility and all liability (including through negligence) for all expenses, losses, damages and costs you might incur as a result of any linked website, resource or information contained within being inaccurate or incomplete.

5. Breach of terms and conditions of use

- 5.1. If you breach any of these Terms and Conditions Urban Utilities may, in our sole and absolute discretion, suspend, terminate or limit your access to our online Services. A decision by us not to exercise our right in regards to a breach, does not mean that we waive our right to act with respect to any future or similar breaches.

6. Your obligations

6.1. When using these Services You must not:

- Upload information or materials on, or use, Urban Utilities online services in breach of any laws or regulations, in a manner that infringes upon a third party's rights, or contrary to any relevant industry standard or code.
- Use or upload any information or material on Urban Utilities' online services that interfere with other users or defames, harasses, threatens, menaces, offends or restricts any person, or inhibits any other user from using or enjoying the online services.
- Use this online service to send unsolicited and unwanted email messages to anyone or make any fraudulent or non-genuine applications, enquiries, or requests.
- Use another users' name, username or password.
- Upload, post, or transmit to or via Urban Utilities' online services any obscene, indecent, inflammatory or pornographic material, or material that could give rise to civil or criminal proceedings.
- Copy, reverse engineer or otherwise tamper with, hinder the operation of, or make unauthorised modifications to this online service.
- Hack into or knowingly transmit any virus or other disabling feature to this online service.

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6.2. When using these Services, you represent and warrant that you are able to form a binding contract with Urban Utilities, and that you have the authority to enter into, and the capacity to be bound by, these Terms, and that all information you have provided is true, accurate and complete.

7. Access

- 7.1. If there is a prolonged period of inactivity between your browser and the Urban Utilities' website servers, you may be disconnected or we may ask you to resubmit your password. Urban Utilities accepts no responsibility whatsoever for any information you may lose if a disconnection occurs.
- 7.2. You may be asked at any time to resubmit your password for security purposes. If you do not you may be disconnected from the online service.

8. No warranty

8.1. While Urban Utilities has made efforts to ensure that information within Workday is free from error, Urban Utilities does not warrant the accuracy or completeness of any information. Furthermore, Urban Utilities does not warrant that the Services will always be available or free from defects.

9. Indemnity

9.1. You agree to indemnify Urban Utilities and our officers, employees, agents and representatives from, and against, all actions, claims, suits, demands, damages, liabilities, costs or expenses arising out of, or in any way connected to, your use of these Services. This includes (but is not limited to) the use of the online services by a third party using your username and password, with or without your consent.

10. Disclaimer and limitation of liability

10.1. To the extent permitted by law, Urban Utilities (including our officers, employees, agents and representatives) will not be liable in any way (including in negligence) for any loss, damage, costs or expenses incurred or suffered by you, or for claims made against you, through your use of the these Services.

11. Governing law

11.1. This agreement is governed by the laws of the State of Queensland, Australia. Users and owners of Urban Utilities' site and online services, and other associated parties, submit to the non-exclusive jurisdiction of Queensland courts for determining any dispute arising from or in connection with this agreement.

11.2. If any of these Terms and Conditions are invalid or unenforceable, they will be struck out. All other terms will remain in full force and effect.

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12. Third Parties

12.1.Third parties, including but not limited to recruitment or employment agencies using these online services to enter information on the applicant's behalf will not be eligible for any placement or similar fees. Third parties contracted through Urban Utilities' Panel Arrangements will be subject to the terms and conditions of their respective contract.

Information Privacy Statement

13. Privacy Laws and Privacy Policy

13.1.Urban Utilities is bound by the Information Privacy Principles and other privacy protection obligations set out in the Privacy Laws.

13.2.These Terms incorporate our Information Privacy Policy which can be found at: <https://urbanutilities.com.au/about-us/corporate-information/our-policies> and is designed to protect your rights and govern the use of your Personal Information by us.

13.3.Should Urban Utilities engage a third party service provider in the recruitment process, we will take all steps as required by the Privacy Laws to bind the service provider to our privacy obligations, including to ensure that the information given to the service provider is used by that third party only for the authorised purpose.

14. Identity Verification

14.1.You authorise us, directly or through third parties, to make any inquiries we consider necessary to validate your identity and/or authenticate your identity and information provided. This may include asking you for further information and/or documentation and verifying your information against third party databases or through other sources.

15. Collection

15.1.In order to assess your suitability for employment with Urban Utilities, we will need to collect Personal Information from you, such as your contact details, employment history, resume or curriculum vitae.

15.2.By providing any Personal Information (either through Workday or otherwise) you consent to our collection of your personal information for this purpose and as set out in our Information Privacy Policy and the Privacy Laws.

15.3.If we need to collect additional information to confirm your qualifications, visa status and eligibility to work in Australia, criminal history, membership of professional bodies etc, we will collect this information directly from you or seek your consent to obtain this information from the relevant third party. Your Personal Information may be disclosed to referees, Urban Utilities staff involved in the recruitment process, or third parties service providers who may, from time to time assist us with the recruitment process. We will not, however contact your referees or disclose to, or collect from, you referees' Personal Information without your consent or knowledge.

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15.4. Should we need to collect data from a third party service provider such as a recruitment agency or an assessment centre (for example, to obtain results from psychometric or competence testing), we will ensure you are aware of this and obtain your consent.

16. Use

16.1. Your personal information collected for recruitment purposes will not be used for any purpose other than to assess your suitability for employment with Urban Utilities, unless otherwise stated, agreed to by you, or if authorised or required by law.

16.2. If you elect to receive job mail when registering on our recruitment database, you are opting to receive email notification of jobs that match your selected preferences.

16.3. Should your job application be more suited to another vacancy within Urban Utilities, we may contact you and invite you to apply for the other vacancy.

17. Openness, Access and Security

17.1. We will not disclose your Personal Information to any other person or organisation unless one or more of the following apply:

- You have consented to the disclosure;
- Disclosure is required in order to assess your suitability for the role; or
- We are authorised or required by law to do so.

17.2. It is your responsibility to keep your login and password details private to prevent unauthorised access.

17.3. You can access your online services account at any time to view, update or amend your Personal Information; submit a new job applications; or activate or deactivate your job mail registration. To remove your account from our online services, you will need to contact the Urban Utilities Recruitment Team at careers@urbanutilities.com.au.