

## Privacy and Conditions

Protect yourself when applying for jobs

Privacy

Conditions of Use

Copyright

### Protect yourself when applying for jobs

There are thousands of genuine job vacancies posted every day on the jobactive website and mobile app. However there are incidents of fake employers posting false job ads on the jobactive website. They may also email you directly through the Find Candidates feature of the website.

While we are vigilant in tracking down and removing false employers, it's important for you to protect yourself. Here's how:

- Never give your bank or credit card details when applying for a job.
- Never provide your date of birth.
- Do not pay job application fees.
- Do not give out your Driver's Licence or passport information.
- Check if the job is genuine (if possible) by researching the employer online or calling them before applying.
- Do not transfer funds on behalf of an employer.

If something doesn't seem right, you can report fake job ads by:

- using the 'Report This Job facility' available on all vacancies on the jobactive website
- sending any relevant details to [ajsfeedback@jobs.gov.au](mailto:ajsfeedback@jobs.gov.au) (mailto:ajsfeedback@jobs.gov.au); or
- calling the job seeker hotline on 13 62 68

## Privacy

Last updated 8 August 2018

It is important that you read this Privacy Notice, which may change from time to time, so that you understand how your personal information will be handled as a user of the jobactive website, jobactive job seeker mobile app, and jobactive employer mobile app (collectively jobactive online services). This Privacy Notice informs you of the collection of your personal information by the Department of Jobs and Small Business (the Department) in accordance with the department's functions in connection with the delivery of employment services and ensuring compliance with participation and activity test requirements. It also informs you of how your personal information will be used and the circumstances in which it may be disclosed to another party.

All personal information collected by the Department is protected by the Privacy Act 1988 (Cth) (the Privacy Act). Employment Services Providers (the providers) contracted to the Department and the providers' subcontractors are required to comply with the Privacy Act. For information about the Department's personal information handling practices, please refer to the Department's Complete Privacy Policy (<http://www.jobs.gov.au/privacy>). This Privacy Notice contains three Parts as follows:

- Part 1 - Job Seekers applies to job seekers registered on the jobactive website or job seeker mobile app to find employment (job seekers)
- Part 2 - Employers applies to employers registered on the jobactive website or employer mobile app to advertise vacancies (employers)
- Part 3 - General Information applies to both job seekers and employers.

### Part 1 – Job Seekers

#### Section A – Job searching related information

##### How does the department collect your personal information?

Your personal information is collected from you when you register, provide or update your personal details on the jobactive website or job seeker mobile app. It may also be collected from a third party, including Centrelink, your provider, or employers whom you have contacted via jobactive online services or whom you have submitted a job application to, if you have agreed or would reasonably expect your personal information to be collected in this way.

##### What personal information is the Department collecting?

The types of personal information collected by the Department may include your name, date of birth, Job Seeker ID, Centrelink reference number, telephone number, facsimile number, email address, information about your website, resumes (written, online video or online profile), cover letters, jobs you have applied for, job searches you have conducted, job vacancies that you have viewed and jobs you have been matched to on jobactive.

"Sensitive information" about you may also be collected, for example if you provide that information in your resumes (written, online video or online profile), cover letters or job applications on jobactive. Under the Privacy Act, "sensitive information" includes information about your health, criminal record, racial or ethnic origin, and membership of a trade union, or a political, professional or trade association.

##### Why does the Department collect your personal information?

The Department collects your personal information for the purposes of:

- assisting you in finding employment



- determining whether you are eligible to take part in services provided by a provider
- ensuring you are paid correctly if you receive Government benefits
- assisting you in complying with participation and activity test requirements
- providing you with ready access to your job search related documents, and allow you to access your 'My Job Search Effort', and forwarding this information via email to a recipient of your choice.
- ensuring correct payments are made to providers for services they provide to you
- evaluating and monitoring outcomes, programs and services delivered by providers
- including you in surveys conducted by the Department and its providers
- assisting in resolving complaints made by you or your provider
- assisting in the administration of programs
- assisting in providing and improving its services to both job seekers and employers
- providing employment services to you if you are participating in the Online Employment Services Trial.

By using jobactive, you consent to your personal information being collected, used and disclosed to third parties for the above purposes.

When you select a 'Visible - Public' privacy option, you also consent to your personal information being disclosed by providers to Employers for the purposes of assisting you find employment.

If the Department did not collect your personal information, the Department would not be able to provide you with some or all of jobactive services and make correct payments to you.

### Who has access to your personal information?

For the purposes set out above, the Department may disclose your personal information to:

- Employers and Employer Brokers
- providers
- the Department of Human Services
- the Department of Social Services
- the Department of the Prime Minister and Cabinet
- recruitment organisations (whether contracted to the Commonwealth or not)
- organisations contracted to the Department of Jobs and Small Business under strict confidentiality deeds.

If you select the 'Visible - Public' privacy setting, providers may also disclose your personal information to Employers directly for the purposes set out above.

In limited circumstances, the Department may be required to disclose your personal information to third parties, including where:

- the Department has reasonable grounds to believe that the disclosure is necessary to prevent or lessen a serious and imminent threat to your life or that of another person
- the disclosure is required or authorised by, or under law
- the disclosure is for the enforcement of criminal law or of a law imposing a fine, or for the protection of the public revenue.

For the purposes of the Career Profile, if you select the 'Visible - Public' privacy setting, and choose to share your career profile with a third party, that third party will have access to all personal information contained in your career profile. In that situation, the recipient may not be bound by privacy law, and might share your personal information with other third parties without your consent or knowledge. Public access to your career profile can be revoked by changing your privacy setting back to 'Visible - Registered Employer Only' or 'Private'. It should be noted if you select a 'Visible' privacy setting, your employment service provider may choose to share your career profile with an Employer via a public link.

jobactive website users who have a Jobfit account can connect their two accounts together. The connection will involve entering their Jobfit email address and password on the jobactive website and submitting it for validation. To enable validation, the jobactive website will share any information required to do so (including your username, email address and password) with the Jobfit app.

Where validation is successful a connection is established which will allow for job applications submitted through jobactive online services to automatically transfer to their Jobfit account and award the user points. Job matching and job alerts set through jobactive online services will also be logged as an activity within Jobfit and award points to a user's Jobfit account, where they have established a connection between their accounts.

### Overseas disclosure of your personal information

It is not intended that your personal information will be disclosed to any overseas recipients. However, you should be aware that employers' organisations may be a registered legal entity outside Australia.

### Section B – Job Seeker Snapshot

#### How does the Department collect your personal information?

Your personal information is collected from you when you complete the online Job Seeker Snapshot.

#### What personal information is the Department collecting?

The type of personal information collected by the Department for the Job Seeker Snapshot includes your name, age, gender, education and details of your personal circumstances.

Sensitive information, which is a type of personal information, may also be collected as part of your Job Seeker Snapshot. Sensitive information may include details of your cultural or linguistic background, any criminal record, medical information and membership of a professional or trade association.

#### Why does the Department collect your personal information?

Your personal information provided as part of the Job Seeker Snapshot is collected by the Department for the purpose of administering jobactive and providing you with appropriate employment services and assistance.

## Who has access to your personal information?

Your personal information may be shared with third parties for the purpose of providing you with appropriate employment services and assistance including:

- the Department's contracted providers
- Commonwealth agencies
- contracted providers of other agencies where those providers are delivering services to you.

Your personal information may also be used by the Department or given to other parties where you have agreed, or where it is otherwise permitted, including where it is required or authorised by or under an Australian law, such as social security law, a court or tribunal order, or where a duty of care exists.

## Part 2 – Employers

### How does the Department collect your personal information?

Your personal information is collected from you when you register, provide or update your personal details on the jobactive website or jobactive employer mobile app. It may also be collected from a third party, such as a provider, if you have agreed or would reasonably expect your personal information to be collected in this way. Please note, any employer may agree to allow any provider or Employer Broker to advertise Vacancies on the employer's behalf. For the purpose of this Privacy Notice, 'Vacancy' means a legitimate job being advertised or offered which is currently available and includes business opportunities, Internship Vacancy or Qualifying Seasonal Horticultural Work Vacancy. 'Internship Vacancy' means a PaTH internship opportunity being advertised by an Employer or an Employer Broker.

### What personal information is the Department collecting?

The types of personal information collected by the Department may include your ABN, name, telephone number, facsimile number, email address, information about your website, details of Vacancies and details of referrals made by providers to your Vacancies.

"Sensitive information" about you may also be collected, for example if you provide that information on jobactive. Under the Privacy Act, "sensitive information" includes information about your health, criminal record, racial or ethnic origin, and membership of a trade union, or a political, professional or trade association.

### Why does the Department collect your personal information?

The Department collects your personal information for the purposes of:

- allowing job seekers to apply to your Vacancies
- allowing you to use jobactive to manage your Vacancies and Find Candidates
- providing you with ready access to your Vacancies
- ensuring you are paid correctly if you receive a Government wage subsidy
- allowing the Department to determine job seekers' compliance with their participation and activity test requirements
- ensuring correct payments are made to providers for services they provide to job seekers
- evaluating and monitoring outcomes, programs and services delivered by providers
- including you in surveys conducted by the Department and its providers
- assisting in resolving complaints made by you, job seekers or providers
- assisting in the administration of programs
- assisting in providing and improving its services to both job seekers and employers.

By using jobactive, you consent to your personal information being collected, used and disclosed for the above purposes.

If the Department did not collect your personal information, the Department would not be able to provide you with some or all of jobactive services and make correct payments to job seekers and wage subsidy payments to employers.

### Who has access to your personal information?

For the purposes set out above, or for related secondary purposes, the Department may disclose your personal information to third parties including:

- job seekers
- providers
- the Department of Human Services
- the Department of Social Services
- the Department of the Prime Minister and Cabinet
- recruitment organisations (whether contracted to the Commonwealth or not)
- organisations contracted to the Department of Jobs and Small Business under strict confidentiality deeds.
- organisations conducting research and analysis on behalf of the Department.

In limited circumstances, the Department may be required to disclose your personal information to third parties, including where:

- the Department has reasonable grounds to believe that the disclosure is necessary to prevent or lessen a serious and imminent threat to your life or that of another person
- the disclosure is required or authorised by, or under law; or for the enforcement of criminal law or of a law imposing a fine
- for the protection of the public revenue.

### Overseas disclosure of your personal information

It is not intended that your personal information will be disclosed to any overseas recipients. However, you should be aware that a person residing outside Australia may register through jobactive online services to access details of Vacancies.

## Part 3 – General Information

### Amending your personal information

Job seekers and employers can amend their personal information on the jobactive website if it is incorrect.

You may also seek access to, or correction of, your personal information stored in jobactive online services. Further information on seeking access to, or correction of, your personal information is in the Department's Complete Privacy Policy (<http://www.jobs.gov.au/privacy>).

## Google Maps

jobactive online services users are bound by the Google Maps/Google Earth Additional Terms of Service ([https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html)) and Google Privacy Policy. (<https://policies.google.com/privacy>)

## Cookies and Analytics

The Department uses a range of tools, including cookies and JavaScript code, to help analyse how people use the jobactive website and the actions they perform.

A cookie is a small file containing a string of characters to your computer or device that uniquely identifies your browser. It is information that your web browser sends back to the Department's server whenever you visit it again. The Department uses encrypted cookies to 'remember' your browser between page visits to improve your experience on jobactive online services. In this situation, the cookie identifies your browser, not you personally. No personal information is stored within the Department's cookies. Cookies are an industry standard and most major websites use them.

The information generated by cookies about your use of the jobactive website (including your IP address) will be transmitted to and stored by providers of these analytical services on servers offshore. This information will be used for the purposes of compiling reports on website activity and site usage.

The jobactive website uses Google AdWords and Facebook Pixel tools to support online advertising activities. These tools use cookies to serve ads on sites across the internet based on past visits to the jobactive website.

You may refuse the use of cookies by selecting the appropriate settings on your browser, however you may not be able to use the full functionality of the jobactive site if cookies are refused.

## Email and electronic communications

If you have provided your email address or mobile phone number through jobactive online services, or if you have communicated with the Department by email, this information may be used to respond to you, or to contact you for the purposes set out above under the headings "Why does the Department collect your personal information?" However, your contact details will not be added to any third-party mailing list.

You should be aware that the jobactive online services allows registered jobactive users to refer Vacancies to another person by email. Therefore, if a registered jobactive user elects to refer a Vacancy to you by entering your personal information (such as your name and email address) into a job vacancy referral form, you will receive that referral. In these circumstances, the Department uses your personal information for the purpose of sending you that referral. This does not apply to Internship Vacancies or Qualifying Seasonal Horticultural Work Vacancies.

## How to contact us

If you have any enquiries or wish to provide feedback about jobactive online services or jobactive job vacancy referral emails, please contact [ajsfeedback@jobs.gov.au](mailto:ajsfeedback@jobs.gov.au) (<mailto:ajsfeedback@jobs.gov.au>).

The Department's Complete Privacy Policy (<http://www.jobs.gov.au/privacy>) provides further information about how to:

- query the collection, holding, use and disclosure of your personal information by the Department
- make a privacy complaint

When you email [ajsfeedback@jobs.gov.au](mailto:ajsfeedback@jobs.gov.au), we will record your email address and:

- ONLY use it for the purpose for which you provided it
- NOT add you to a mailing list unless you have specifically requested this
- NOT disclose your email address outside of the Department without your consent

## Conditions of Use

Last updated 8 August 2018

General Conditions of Use

Specific Conditions of Use for Employment Services Providers

Vacancies

Specific Conditions of Use for Employers

Specific Conditions of Use for Job Seekers

## General Conditions of Use

### This agreement

1. Please read these General Conditions of Use (Conditions of Use) carefully before using or accessing the jobactive website, jobactive job seeker mobile app, or the jobactive employer mobile app (collectively jobactive online services).

2. By using or accessing jobactive online services, you (the user or intended user and any organisation you represent) are making an agreement between yourself and the Commonwealth of Australia as represented by the Department of Jobs and Small Business (referred to in these Conditions of Use as 'Department', 'We', 'Us', 'Our') in which you agree to comply with these Conditions of Use as updated by Us from time to time without notice. You agree to regularly check for updates to these Conditions of Use and when using or accessing the jobactive online services you are agreeing to the Conditions of Use effective at that time.



3. You must not provide any information for inclusion on jobactive online services or in conjunction with your use of jobactive online services that you know is false or misleading as stated in the *Criminal Code Act 1995*. If you do give false or misleading information, or if you leave out information so that information you do give is misleading, appropriate action will be taken against you.

4. Job Seekers, Employers and Employment Services Providers must accept and abide by these General Conditions of Use and any applicable Specific Conditions of Use for using jobactive online services.

5. By using jobactive online services, you consent to Our monitoring. This may include recording your domain name, server, address and the pages viewed by you. Where you have requested access to a secure part of jobactive online services, your User ID will be recorded. Where you send a message or submit a form, your email address will be recorded. Providers will be able to view your ABN and business name and internship history.

#### jobactive online services owner

6. jobactive online services are owned, managed and maintained by Us.

7. We have the right to:

- decide what information, including links to other websites and mobile apps, are displayed on jobactive online services; conversely omissions should not be construed as non-endorsement. While We are vigilant in reviewing the other websites and mobile apps that we link to from time to time, other websites are not owned, managed or maintained by Us and We do not control their content or security. We do not guarantee the accuracy or currency of any of the material on other websites or mobile apps that We link to. If something doesn't seem quite right, you can report other websites or mobile apps that we have linked to by emailing, or phone.
- review and update the Conditions of Use at any time
- remove any information or Vacancy which:
  - does not meet these Conditions of Use
  - does not comply with relevant laws
  - is in breach of a contract entered into between You and the Department
  - We, in Our sole discretion, consider to be an unacceptable or inappropriate Vacancy in accordance with clauses 67, or an unacceptable or inappropriate Comment in accordance with clauses 34 and 35, or an unacceptable or inappropriate Logo in accordance with clause 76, 77 and 78, or an unacceptable or inappropriate Question in accordance with clauses 62, 63, and 64, or an unacceptable or inappropriate video resume or LinkedIn profile in accordance with clause 81 of these Conditions of Use.
- gather and use feedback from users of jobactive online services to help improve and develop the jobactive website and mobile apps
- where you do not comply with these Conditions of Use, refuse future access to the website as We see fit.

#### Purpose of jobactive online services

8. jobactive online services are funded by the Australian Government to provide job seekers with the opportunity to connect with employers and providers throughout Australia to help them find a job.

9. jobactive online services must not be used to lodge training courses, gather information or conduct surveys.

#### Compliance with laws

10. You are responsible for abiding by Commonwealth, State and Territory laws when using jobactive online services and the information available through jobactive online services

11. We will immediately remove any Vacancies that We consider are not compliant with any Commonwealth, State or Territory laws including Vacancies that are likely to mislead persons seeking Employment as to the availability, nature, terms or conditions of, or any other matter relating to the Employment, in accordance with Part 2 of the Australian Consumer Law and Fair Trading Acts in all States and Territories.

#### Commonwealth copyright

12. Unless otherwise specified, the copyright in all material displayed on jobactive online services is owned by the Commonwealth.

13. Unless otherwise specified, We have the exclusive right to communicate the material on jobactive online services. No unauthorised use of Commonwealth copyright material is permitted.

14. jobactive online services must not be used to enter into job vacancy sharing arrangements unless approved by Us as part of Our RSS (Really Simple Syndication) feed arrangements.

#### Third party copyright

15. If you wish to put material on jobactive online services but do not own the copyright in the material or hold a relevant license to use it, you must obtain permission from the copyright owner before doing so.

#### Disclaimer

16. By placing material on jobactive online services, We are not providing advice to you or any individual.

17. We do not guarantee the accuracy or currency of any of the material placed on jobactive online services. This includes, but is not limited to statistics, which are provided for your information only.

18. Material on jobactive online services may include the views or recommendations of others that are not necessarily Our views. Material on jobactive online services should not be taken to be endorsed by Us.

19. You should make your own enquiries to check if material on jobactive online services is accurate, current and relevant to your individual needs.

20. Links to other websites and mobile apps are provided for your convenience only. We do not endorse material on linked websites or mobile apps or their organisation, products or services.



21. Information, including Vacancies, on jobactive online services is often summarised and may not be complete or include all of the information that a particular person may require. If this is the case, Job Seekers should call or email the contact person for the Vacancy to obtain more information. Job Seekers should contact their provider to discuss Internship Vacancies or Qualifying Seasonal Horticultural Work Vacancies.

22. We will use reasonable efforts to maintain the security of Our systems but We will not be responsible for loss arising from unauthorised access of your personal information.

### Access

23. We will use reasonable efforts to ensure that jobactive online services are available for you when required.

24. We do not guarantee that there will not be any interruptions while you are using jobactive online services.

25. We will take reasonable steps to ensure the security of our systems and any personal information We hold and allow you reasonable access to your personal information to keep it accurate and up to date.

### Security

26. The jobactive website is managed and maintained by the Department of Jobs and Small Business. This website abides by the Office of the Australian Information Commissioner's Guidelines for Federal and ACT Government websites.

27. Any information we hold for you is stored on secure servers, protected in controlled facilities.

28. We will use reasonable endeavours to provide a secure internet environment but there are still risks associated with exchanging information via the internet. We are not responsible for the privacy practices, terms and conditions or the content of websites and mobile apps linked to from jobactive online services and you need to decide if you think they are secure prior to accessing them. We take no responsibility for any loss caused by your access to linked websites and mobile apps.

29. While jobactive online services undertakes scans of uploaded documents to ensure they are free from viruses, We are unable to guarantee that jobactive online services, or downloaded software, is free of computer viruses. Users are encouraged to utilise anti-virus software for personal use to protect you and your systems. We have no responsibility for any loss caused as a result of accessing documents from or sent via jobactive online services.

30. You must keep your personal information secure by maintaining the confidentiality of any username and password and notify Us immediately if there is any unauthorised use of your account by any other internet user or any other breach of security.

**Please note:** When using a public computer, you are encouraged to clear your browsing history after you have logged out after each use.

### Indemnity

31. You indemnify (and keep indemnified) the Department, its officers, employees, and agents against any:

- loss, liability or expense incurred by Us
- loss or expense incurred by Us in dealing with any claim against Us, including legal costs and expenses on a solicitor/own client basis and a cost of time spent, resources used or disbursements paid by Us
- claim or action arising as a result of any wilful, unlawful or negligent act or omission by you, your officers, Employees, agents or Sub-contractors in connection with the website.

### Privacy

32. By using jobactive online services, you consent to the collection, use and disclosure of your personal information for the purposes set out in the Privacy (<https://jobsearch.gov.au/privacy-and-conditions#Privacy>) section above.

### Connections for Quality Comment requirements

33. Connections for Quality Comment functionality is available to employers, Employment Services Providers and Job Seekers that are currently, or have previously been, registered with an Employment Services Provider. You must be logged in to the jobactive website to submit a Comment.

34. All new Comments submitted by you are checked to make sure that they meet these Conditions of Use and the Connections for Quality Comment Guidelines (Comment Guidelines) prior to being posted. You will be notified if the Comment has failed the Conditions of Use if you provided your email address when submitting the Comment. **Please note that comments are moderated by Us and normally appear on the website within 1 to 2 business days.**

35. We have the right to classify any Comment as unacceptable or inappropriate for display on the jobactive website, including those that could bring the jobactive program or jobactive online services into disrepute.

36. You must ensure that any Comments you submit on the website are in English and do not contain information that:

- is obscene, indecent or offensive
- is defamatory, abusive, harassing or hateful
- is off-topic or irrelevant to providers' services, including comments that are exclusively political
- invades privacy or impersonates
- is unlawful
- constitutes spam or advertising
- contains images, website links or videos not relevant to providers' services
- encourages conduct that might constitute a criminal offence or give rise to civil liability.

### Complaints about Connections for Quality Comments

37. If We receive a complaint about a Comment you have posted, We may remove the Comment from the jobactive website while investigating the complaint. If We find that the Comment does not meet these Conditions of Use and Comments Guidelines it will be removed. Serious breaches of these Conditions of Use and Comments Guidelines that also constitute a breach of the law will be referred to the appropriate authorities for further action. We reserve the right to remove any Comment after publication for any reason.

## jobactive Australians at Work Instagram Acceptable Use Policy

38. We welcome comments to be posted to the jobactive Australians at Work Instagram page. At the same time, you should show courtesy and respect to others when commenting and posting. You must not use the page to abuse others, expose others to offensive or inappropriate content, or for any unlawful purpose. Please be aware that We may change this policy at any time.

39. When using the jobactive Australians at Work Instagram page to post a comment, please ensure that you:

- do protect your personal privacy and that of others by not including personal information of either yourself or of others in your comments (for example, names, email addresses, private addresses or phone numbers)
- do represent your own views and not impersonate or falsely represent any other person
- do not abuse, harass or threaten others
- do not make defamatory or libellous comments
- do not use insulting, provocative or hateful language
- do not use obscene or offensive language
- do not post material that infringes the intellectual property rights of others
- do not post multiple versions of the same view to the page or make excessive comments on a particular issue
- do not promote commercial interests
- are not overtly political
- do not include internet addresses or links to websites, or any email addresses
- do not make unproven or unsupported accusations against individuals or organisations
- do not encourage conduct that may or would constitute a criminal offence or give rise to civil liability, or that otherwise violates any local, provincial, national or international law or regulation anywhere in the world
- do not incite hatred on the basis of any personal characteristic, including on the basis of race, gender, marital or domestic status, disability, sexuality or age
- do not identify matters that are currently the subject of legal proceedings or would break a court's non-publication order
- do not make comments that are irrelevant to the topic being discussed.

40. We reserve the right to enforce this Acceptable Use Policy at our discretion. We may remove any posted comments or messages that We consider to be in breach of this policy. We may also block or delete you as a user if We consider that you have breached this policy. This Acceptable Use Policy is in addition to any user policy or terms and conditions imposed by Instagram.

## Instagram Privacy Statement

41. We record information posted to the jobactive Australians at Work Instagram page and use that information for the purpose of administering the page and considering and/or addressing any comments made. No attempt will be made to further identify individuals except where authorised or required by law. We are not responsible for the privacy practices or content of Instagram or any linked websites.

### Disclaimer

42. Comments on the jobactive Australians at Work Instagram page are submitted by users of that page. Whilst We permit the responsible use of our Instagram page in accordance with its Acceptable Use Guidelines, We do not endorse or otherwise support any view, opinion or comment posted by a user or contributor on that page. Accordingly, We accept no responsibility whatsoever for any view, opinion or comment posted by a user or contributor on our Instagram page. This includes in relation to the accuracy, currency and completeness of any information, or to its relevance or suitability for any purpose. For further information about the Department's social media policy, please refer to Using Department of Jobs and Small Business social media page (<http://www.jobs.gov.au/using-department-employment-social-media/>).

## Specific Conditions of Use for Employment Services Providers

43. In addition to the contractual obligations under the terms of the jobactive Deed 2015-2020 as amended, the Community Development Programme Funding Agreement (formerly the Remote Jobs and Communities Program) and the above General Conditions of Use, Employment Services Providers are also bound by these Specific Conditions of Use for Employment Services Providers when using the jobactive online services.

## Employment Services Providers jobactive online services Code of Conduct

44. You must:

- not carry out any practice or activity that could bring the jobactive program or jobactive online services into disrepute
- comply with all relevant Australian laws
- NOT use the 'Find Candidate' function to get personal details for your own Employment agency database
- provide an active Australian Business Number (ABN) where available before lodging a Vacancy
- make sure Job Seekers are offered the Employment conditions that are stated in your Vacancy.

**Note:** Arrangements will NOT be made for bulk downloading of resumes.

## Applicability of legislation

45. You should seek your own legal advice regarding the applicability of legislation.

## Vacancies

### Vacancy requirements

46. By posting a Vacancy on jobactive online services you are agreeing to this Vacancy being shared, via an RSS feed with approved organisations/job boards under agreement with Us and warrant that you have obtained the consent of the relevant individuals for this to occur. This means that your Vacancy may be displayed on other online jobs boards. You must seek confirmation from Employers that they have obtained the consent of relevant individuals identified in the Vacancy being shared, via an RSS feed with approved organisations/job boards under agreement with Us. This does not apply to Internship Vacancies or Qualifying Seasonal Horticultural Work Vacancies.

## Monitoring of Vacancies

47. jobactive online services are hosted on a computer system funded by Us. We have the right to refuse access to this service.

48. We will remove Vacancies or request changes to Vacancies if We believe they do not meet these Conditions of Use or We determine, in Our sole discretion, that the Vacancy is an unacceptable or inappropriate Vacancy in accordance with clause 57 of these Conditions of Use.

49. Vacancies may be checked by Us and will be removed from jobactive online services if they do not meet these Conditions of Use.

50. We have the right to remove Vacancies We consider to be duplicate Vacancies, including where an employer advertises in multiple locations.

51. You must not provide information that is likely to be considered false, misleading, offensive or unlawful. If you do, this information may not be displayed and may be removed from the system. You may be refused access to jobactive online services and, if appropriate, have your details given to the appropriate authorities.

### Complaints about Vacancies

52. If We receive a complaint about a Vacancy you have lodged, We may remove the Vacancy from jobactive online services while investigating the complaint. If We find that the Vacancy does not meet these Conditions of Use you may be denied future access to jobactive online services. Serious breaches of these Conditions of Use that also constitute a breach of the law will be referred to the appropriate authorities for further action.

### Currency of Vacancies

53. jobactive online services are monitored to ensure currency of Vacancies. Vacancies that are not current will be closed or inactivated. Vacancies that will be automatically removed without notification include:

- Employment Services Providers
  - Open vacancies that have not been updated in the last 56 days will be closed
  - Closed vacancies that have not been updated in the last 46 days will be inactivated.
- Public Employers
  - Vacancies that have reached their expiry date.

### Specific Conditions of Use for Employers

#### Vacancy requirements

54. All Vacancies lodged by Public Employers will be uploaded to jobactive online services at the time of creation, provided they meet certain requirements and do not include Certain Wording that may contradict these Conditions of Use.

55. Where Vacancies lodged by Employers are found NOT to meet these Conditions of Use, Employers may be identified as an 'Assisted Employer' and all Vacancies submitted by the Employer will be checked for compliance before being uploaded to jobactive online services.

56. In order to lodge a Vacancy, you must have included in your registration: the ABN and name of the business, a contact name, a street address and a landline or mobile phone number so We can contact you about your Vacancies. International phone numbers are not permitted.

**Please note:** depending on the method of application selected, the details described above may not be displayed on your Vacancy unless you include them in the job description. However, Job Seekers who apply for your Vacancy and their Employment Services Providers may have access to the contact name, contact number and contact email address listed on the Vacancy, if provided, for the purpose of the Job Seeker's My Job Search Effort.

57. You must make sure that the Vacancies you lodge:

- include a unique Vacancy for each job type or internship type
- ensure the occupation code matches the job or internship title and description
- include a genuine, descriptive job or internship title
- provide a clear and accurate description of the nature of the work or internship, including details of the service or product involved
- provide an accurate location where the Vacancy or Internship Vacancy actually exists OR if advertising outside of your area, ensure the actual location of the vacancy is clearly indicated in the job or internship description
- clearly state if the Job Seeker will need to provide their own transport, either to undertake the duties of each Position or to travel to and from work
- clearly state any costs the Job Seeker will need to invest or pay upfront, and the continuing fees for the product, equipment purchases or any other costs
- state the hours of work, either the set number of hours the employee will work, or minimum hours an employee could expect to work
- for Internship Vacancies, state the hours of attendance per fortnight
- if the hours cannot be specified, include 'Casual' in brackets after the job title
- identify as Anticipated Vacancies for Vacancies you are expecting to have available. An anticipated start date must also be entered. Please note, Anticipated Vacancies can only be lodged on the website via an Employment Services Provider
- are free of spelling mistakes and are grammatically correct
- are free of language that may be interpreted as discriminatory
- do NOT include a request that the Job Seeker provide a photograph of themselves with their application or at their interview
- do NOT include a request that the Job Seeker provide details of their bank account, credit card, driver's licence or passport as part of their application.

58. jobactive online services will NOT advertise vacancies on behalf of employers who intend to charge Job Seekers for attending interviews or charge an application fee.





59. It is your responsibility, as the Employer, to ensure your Vacancies comply with relevant anti-discrimination law and that all recruitment and employment practices are in accordance with these laws. While Vacancies uploaded by Employers may be reviewed for adherence with these Conditions of Use, We accept no responsibility for Vacancies or practices that do not comply with relevant anti-discrimination legislation.

60. If you require a Job Seeker to have a pre-employment medical or drug/alcohol test, the requirement must be relevant to the type of work the applicant will be doing and must not breach any State or Territory anti-discrimination legislation or any other relevant laws. This requirement must also be stated in the Vacancy description (e.g. must be able to pass a full medical).

61. You must not use information relating to Job Seekers acquired as a result of contact made by a Job Seeker, or contact made by an Employment Services Provider, in response to a Vacancy you have lodged, for purposes other than to contact the Job Seeker to discuss the specific Vacancy to which they have applied.

62. The results of Internship placements hosted by Public Employers will be viewed by Employment Service Providers and the Department. This information will be used for the monitoring of Internship placements.

63. Feedback about Internship Job Seekers provided by Public Employers may be made available to Job Seekers and Employment Services Providers.

### Questions For Applicants

64. Public Employers can submit up to five questions in relation to a Vacancy which may assist in rating applicants. Questions For Applicants functionality is subject to the same compliance monitoring requirements as a Vacancy and We have the right to classify any question as unacceptable or inappropriate for display on jobactive online services, including those that could bring jobactive program or jobactive online services into disrepute.

65. You must ensure that the questions you submit on jobactive online services are in English and do not contain information that:

- is obscene, indecent or offensive
- is off-topic or irrelevant to the Vacancy, including comments that are overtly political
- invades privacy
- is unlawful
- is discriminatory.

### Complaints about Questions For Applicants

66. If We receive a complaint about a question you have posted, We may remove the Vacancy from the jobactive online services while investigating the complaint. If We find that a question does not meet these Conditions of Use you will be required to amend or remove it. Failure to do so may result in the Vacancy being permanently removed. Serious breaches of these Conditions of Use that also constitute a breach of the law will be referred to the appropriate authorities for further action.

### Contact Provider

67. Public Employers can refer vacancies to Employment Service Providers for help in filling their vacancy. The Contact Provider facility is available to individual Public Employers and is monitored by Us for acceptable use. At Our discretion, We can remove access at any time.

### Wages information

68. Please note the following advice, which are best practice recommendations and mandatory conditions as indicated:

- Best Practice Recommendations:
  - You should include some indication of the wages for each Position. Where possible, provide the name of the modern award or enterprise agreement (if applicable) and an indication of the salary range or hourly rate
  - If applicable clearly identify Independent Contracting or Sub-contracting business arrangements in the Vacancy within the Description field
  - Government pensions are not acceptable wages
  - Do not advertise On Target Earnings (OTE), only genuine figures.
- Mandatory Conditions:
  - If the wage is to be negotiated, an indication of the salary range or hourly rate must be stated
  - If salary is partly or wholly commission based, the rate of commission and retainer if applicable must be stated, and a likely range of earnings
  - If your Position has youth wages, you must make sure that the wage is in line with the modern award or enterprise agreement (where applicable) or the special national minimum wage for junior employees specified in the national minimum wage order.

69. You can find further information on wages and conditions of Employment via the Fair Work Information Line 131 394.

70. We have the right to classify any Vacancy as unacceptable or inappropriate for display on jobactive online services, including those that could bring the jobactive program or jobactive online services into disrepute. Examples include, but are not limited to:

- Vacancies that breach Commonwealth and/or State/Territory legislation (e.g. discriminatory or misleading vacancies)
- Vacancies that breach these Conditions of Use
- Vacancies that involve activities, products or services that may be considered offensive, illegal or misleading
- Vacancies involving any form of nudity or work in the Adult Industry
- Training courses
- Multi-Level Marketing
- Personal development courses
- Online surveys/pay-for-feedback
- Vacancies where applicants must purchase a product or membership from an organisation and/or, in-turn, promote or sell a similar product to obtain income
- Pyramid Selling Schemes
- Vacancies that do not provide full details of the job, product or service involved



- Vacancies that involve promotion of gambling or gambling websites. For example, advertising a poker tournament or promoting a gambling website. Please note this does not exclude general hospitality Positions, for example Positions in clubs, pubs or casinos
- Vacancies where the contractual arrangements relating to the Position are not covered by an Australian Industrial Relations Agreement
- Vacancies where the remuneration is not paid in Australian currency
- Vacancies that do not clearly specify all costs to be incurred by the Job Seeker.

#### Additional requirements for Self Employment, Business Opportunities and Commission Work

71. You MUST NOT use the Find Candidate feature on jobactive online services to search for Job Seekers to fill your Vacancy.

72. You must:

- identify your Vacancies as Self Employment, Business Opportunity or Commission by selecting the appropriate job type when lodging your Vacancy and including Self Employment, Business Opportunity or Commission in brackets after the job title
- specify the nature of the business
- clearly state any amount the Job Seeker will need to invest or pay upfront, and the continuing fees for the product, equipment purchases or any other costs
- only lodge Vacancies for the sale of products or services which are not illegal in Australia
- list the full details of the products or services involved
- explain the duties involved
- provide details of wages including commission rate and retainer (if applicable) and method of payment
- provide a range of likely earnings.

#### Additional requirements for Independent Contractors

73. Vacancies for Independent Contractors or Sub-contractors must include items that are required to be supplied by potential candidates in the Vacancy description field. You must also make it clear that the work is to be performed under Independent Contracting or Sub-contracting arrangements and that wages are subject to negotiation.

#### Additional requirements for work from home Positions

74. If your Vacancy requires the Job Seeker to work from home, your Vacancy must include:

- the nature of the Employment (e.g. will the Job Seeker be working as an Employee or an Independent Contractor)
- how the Job Seeker will be paid (e.g. commission based, hourly rate, etc) including details of superannuation
- details of who will be responsible for workers compensation and other relevant insurances, if applicable
- the duration of Employment (if non-ongoing) and anticipated daily working hours
- information about the deduction of income tax (e.g. do you withhold income tax or does the worker pay their own income tax)
- details and cost of any equipment the Job Seeker will need to supply
- details of any other costs the Job Seeker will be expected to pay.

75. We may in our sole discretion, remove any Vacancy posted which we determine is incomplete, not for legitimate work, or is an unacceptable or inappropriate Vacancy in accordance with clause 68.

#### Additional requirements for overseas Employment

76. Overseas Employment will only be accepted when Australian based employers lodge the Vacancies and there is a requirement for the Employee to work overseas. You must place the Employee on an Australian Enterprise Agreement. The Employee must remain under an Australian Enterprise Agreement for the entire time they are on the overseas placement.

77. You must include full details of the travel, wages, accommodation and period of the overseas placement in the Vacancy description field.

#### Employer Logo

78. Logos submitted by you must meet these Conditions of Use and any guide information on jobactive online services. You will be notified if the Logo has failed these requirements by the email address as recorded in your Employer registration. Please note that logos are moderated by Us and normally appear within 1 to 2 business days.

79. We have the right to classify any Logo as unacceptable or inappropriate for display on jobactive online services, including those that could bring the jobactive program or jobactive online services into disrepute.

80. If you submit a logo ensure that:

- if it includes an image of persons that may infringe on their privacy, you must obtain their permission to do so.
- it does not infringe copyright or trade mark laws

#### Specific Conditions of Use for Job Seekers

81. The following rules apply for Job Seekers using jobactive online services:

- You must be an Australian citizen or resident with an appropriate visa to work in Australia to register and use the functionality of jobactive online services
- You must be allowed by law to work (for example, meeting minimum age requirements in your state or territory) before you submit a resume to an employer
- If any of your details change (for example, address and phone number) you should update your details on the jobactive website and/or advise your Employment Services Provider of these changes within 24 hours
- You must not provide any information that is likely to be considered false, misleading, offensive or unlawful. If you do, this information may not be displayed and may be removed from the system. You may be refused future access to jobactive online services and, if appropriate, have your details given to appropriate authorities.

Please note: We recommend you protect your privacy by ensuring you do not provide personal information, including bank account details to anyone you do not know. You are urged not to provide bank account details to any prospective employer until you have signed a contract of employment and/or you are satisfied with the employer's credentials. See

[www.scamwatch.gov.au](http://www.scamwatch.gov.au) (<http://www.scamwatch.gov.au/>) for more information on protecting your privacy.



### Uploading a resume or cover letter

82. jobactive online services lets you search for jobs and create or upload your written resume(s) and include a link to your YouTube video resume and LinkedIn profile. By registering with jobactive online services you are agreeing:

- that your resume, video resume or LinkedIn information may be viewed by Employment Services Providers and your career profile viewed by registered Employers
- that your Employment Services Provider may update your career profile and resume information where appropriate and share both your career profile and resume with potential Employers
- to receive notifications (via email or your personal profile) from jobactive online services relating to Employment offers from Employers, the use of the jobactive online services and other relevant Employment matters
- to remove your video resume when you have obtained employment and not seeking additional work.

### Video Resume (YouTube) and LinkedIn Profile

83. A link to a LinkedIn profile and/or a video resume hosted on YouTube can be included in a Private Job Seeker's career profile. You must ensure that content contained in a video resume or LinkedIn profile:

- does not contain obscene, indecent or offensive language
- does not breach copyright or intellectual property laws
- does not breach privacy principles or laws
- is not defamatory
- is not discriminatory.

84. To upload a resume on jobactive online services you will need to save your resume as a Rich Text Format (RTF), PDF or Word document. To include a video resume or LinkedIn profile you will need to save the URL or web address in your career profile.

85. If your resume, video resume or LinkedIn profile has any information that is considered false, misleading, offensive or unlawful, it may not be displayed and may be removed by Us from the system.

86. By uploading your resume and/or cover letter you are agreeing to this information, including any personal information being stored on jobactive online services and the Department's IT Systems. For your video resume and LinkedIn profile only the URL is stored. You are also agreeing to this information being used to allow you to take full advantage of jobactive online services and to assist you to find employment. For full details on what your personal information may be used for please refer to the Privacy Statement on the jobactive website.

87. People with sensitive Job Seeker records (for example, those under witness protection) whose personal details must not be displayed should not upload their resume(s), video resume or LinkedIn profile.

### Expiry of resumes

88. You can have up to five (5) written resumes saved in jobactive online services. You can delete a resume at any time, however, once a resume has been uploaded it is a requirement that job seekers retain at least one written resume while you have an active account. Video resumes and LinkedIn profiles can be removed at any time. Video resumes must be removed once you have obtained employment and not seeking additional work.

### My Job Search Effort

89. Your My Job Search Effort will include the details of Vacancies applied for through jobactive online services using Apply Online or Email Contact Directly options. You may also manually add other Vacancies you have applied for outside of jobactive online services, using the Add External Job functionality. This information is provided for your information and may be forwarded to an email address of your choice. By sending this information, you are agreeing to your personal information, which may include your Job Seeker ID being provided to the recipient you have selected. Your Employment Services Provider and relevant employees of the Department will also have access to this information via the Department's IT system.

### Sharing a job

90. Functionality is provided to allow you to share a job with a friend/s. By using this functionality you are agreeing to the information you provide, e.g. recipient email address, to be stored by Us for the purpose of sending the information to your chosen recipient. We will not use or disclose your Personal Information except for this specified purpose. The Personal Information collected from this email will not be added to a mailing list.

91. You must be signed in to jobactive online services to use this functionality and may be asked to complete a Captcha to allow this email to be forwarded.

### Job Alerts

92. Job Alerts are provided for your information. The information used to provide these Job Alerts is based on the Job Details provided by Employers. For this reason We cannot guarantee that all matches will be accurate.

### Contact My Provider

93. The Contact My Provider functionality must not be used for the purpose of appointments. You must call your provider beforehand if you cannot attend an appointment or activity. Non-attendance at these required appointments can result in your next fortnightly income support payment being blocked. You may also lose money due to a financial penalty being imposed if you do not give prior notice of a good reason for why you cannot attend.

### Transfer by Agreement

94. Those Job Seekers registered with an Employment Services Provider can initiate a request to change their providers under 'Transfer by Agreement'. The request to change Employment Services Providers via the 'Transfer by Agreement' functionality will only come into effect if the Job Seeker's current Employment Services Provider and proposed provider agree to the transfer. This functionality is not available for Job Seekers participating in the Community Development Programme, pre-release prisoners, Job Seekers who have had a Level 3 Incident Report within the last 12 months and Job Seekers with a sensitive record.

## 95. Transfer from the Online Employment Services Trial to an Employment Services Provider

There are two ways to transfer out of the trial:

- We transfer you out of the trial to an employment services provider.
- You choose to leave.

You could be transferred out of the trial for different reasons including, but not limited to:

- You get three demerits and are referred to a provider. **You can not choose which provider you are referred to in this instance.**
- Centrelink tells us your circumstances have changed.
- You get a new Job Plan.
- You move to a different type of income support payment.
- You complete six months in the trial without getting a job. **You can choose which provider you are referred to from a list of available providers in your area.**

You can leave the trial if you decide it is not right for you. Contact the job seeker hotline on 13 62 68 to discuss your options for transferring to an Employment Services Provider.

## Maximum Time Transfers

96. Those Job Seekers serviced by a jobactive Provider for an extended period of time without achieving an Outcome (2 years for Stream A and 3 years for Stream B/C) will be transferred to a different provider under Maximum Time Transfers. Job seekers will have 14 days from notification to transfer to a provider of their choice using the Maximum Time Transfers screen through jobactive online services. The request to change jobactive Provider via the 'Maximum Time Transfers' functionality will be effected immediately once the Job Seeker selects to 'Transfer Now'. Agreement by either the current jobactive Provider or the chosen Provider is not required. This functionality is only available for Job Seekers participating in jobactive, excluding:

- pre-release prisoners
- Job Seekers who have had a Level 3 Incident Report within the last 12 months and
- Job Seekers with a sensitive record.

## Job Seeker privacy

97. No personal details about you will be shown to Employers through jobactive online services unless you choose to:

- include them in your resume and choose to forward this resume via jobactive online services and/or
- set your Career Profile Privacy status to 'Visible – Registered Employers Only' allowing Employers to search for you and view your career profile, and Employment Services Providers to search for you, view your career profile and Resume(s)
- set your Career Profile Privacy status to 'Visible - Public' allowing your Employment Services Provider to directly send Employers a public link to your career profile. Any Employers who receive the link will be able to view your career profile.

Otherwise your identity will remain anonymous.

98. If you are registered with an Employment Services Provider and have a sensitive Job Seeker record (for example, you are under witness protection) your personal details will not be displayed on jobactive online services website and cannot be viewed by any other parties.

99. Information you provide on jobactive online services, including but not limited to, your resumes, cover letters, applications and job matches may be made available to your Employment Services Provider for the purpose of assisting you to find employment. Employment Services Providers are bound by contract to protect your privacy in regard to any information you put on jobactive online services.

100. jobactive online services will not provide you with the names of Employers who may have accessed your career profile online.

101. The information you include in your Personal Event on jobactive online services may be viewed by your Employment Services Provider. Your Employment Services Provider may choose to book appointments which coincide with other appointments/events if necessary.

102. Further information on Privacy can be found in the Privacy Statement.

## Connecting with Jobfit

103. Job seekers registered on the jobactive website who have a Jobfit account can connect their two accounts together. The connection will involve entering your Jobfit email address and password on the jobactive website and submitting it for validation. Where validation is successful a connection is established which will allow for job applications submitted on the jobactive website or the Job Seeker app, to automatically flow across to your Jobfit account and award you points, without having to log the tasks in Jobfit separately. Job matching and job alerts set in the jobactive website will also send points to your Jobfit account, where you have established a connection between your two accounts.

## Job Seeker accounts

104. If you are a Public Job Seeker (i.e. you registered on jobactive online services without the help of an Employment Services Provider) you are able to access your account while it remains linked to your myGov account. Your account will remain available should you unlink it from your myGov account, however, you will need to relink it to myGov to access it.

105. If you are a Private Job Seeker (i.e. your account was created as part of your registration with an Employment Services Provider) your account will be made inactive after you are exited from employment services. You will still have access to your account while it remains linked to your myGov account.

106. The Department and Employment Service Providers (where applicable) may access inactive accounts for auditing purposes, program assurance and the finalisation of outstanding claims.

## Retention of Job Seeker accounts

107. If you are a Private Job Seeker, as required by law, your account must be retained by the Department for at least three (3) years after it was last actioned, however, for record keeping purposes your account may not be removed from the Department's IT system.



#### jobactive online services definitions

Term	Definition
ABN	Australian Business Number. For more information about ABNs, visit <a href="http://www.ato.gov.au">www.ato.gov.au</a> ( <a href="http://www.ato.gov.au/">http://www.ato.gov.au/</a> ).
Adult industry	Activities which are linked commercially to the demand for and supply of sexual behaviour, such as work in adult book shops and movie theatres, as well as work in the sex industry, including prostitution, escort services and the production of pornography.
Advertisement	A vacancy listed on jobactive online services.
Anticipated Vacancy	Any Vacancy which is reasonably expected to become available at a specified date in the future.
Australian Enterprise Agreement	Enterprise agreements are agreements made at an enterprise level between employers and employees about terms and conditions of employment.
Candidate	A Job Seeker who applies for a job is referred to as a candidate.
Captcha	A Captcha obscures its message from computer interpretation by twisting the letters and adding a background colour gradient.
Certain Wording	Inappropriate or unacceptable words and phrases as deemed by the Department of Jobs and Small Business.
Comment	Under Connections for Quality, a Comment that is posted by registered users about the statement of claims and quality of services delivered by Employment Service Providers.
Connections for Quality	A facility where Employment Services Providers can promote their organisation and the range of services available to Job Seekers and Employers against a set of Connections for Quality Service Indicators including the mechanism for Job Seekers and Employers to leave feedback.
Commission Work	Typically involves selling goods or services for a percentage of sales receipts; for example, door-to-door sales or telephone canvassing.
Community Development Programme	A program where participants in remote Australia receive personalised assistance from their Employment Services Provider to help build their skills, get a job and to participate in work-like activities that benefit their community (formerly known as the Remote Jobs and Communities Programme).
Compliance System	A new compliance system was introduced on 1 July 2018, if you have mutual obligation requirements in jobactive, ParentsNext or Disability Employment Services, you need to understand your obligations.
Department of Jobs and Small Business (formerly Department of Employment)	The Department of Jobs and Small Business is responsible for national policies and programs that help Australians find and keep employment and work in safe, fair and productive workplaces.
Disability Employment Services	Disability Employment Services (DES) is a national network of organisations funded by the Australian Government to help Employers recruit and retain employees with disability.
Disability Employment Services Providers	Disability Employment Services (DES) Providers are a mix of large, medium and small, for-profit and not-for-profit organisations that support Job Seekers with disability and help businesses to put in place practices that support the employee in the workplace.
Employer	Refers to a person, business, company or organisation seeking to fill a vacancy (including recruitment agencies or Employer Broker) but not an Employment Services Provider.
Employer Broker	For the purposes of PaTH internships; an organisation that can advertise an Internship Vacancy and find an intern for another Employer.
Employment	Involves work as an employee for a regular paid wage or salary as well as conditions of employment such as holiday pay, sick leave, superannuation.
Employment Region	Means a geographical area identified and displayed at <a href="http://Imip.gov.au">Imip.gov.au</a> , as varied by the Department from time to time at the Department's absolute discretion.
Employment Service Area	A geographical area within a Labour Market Region or LMR. Please note, this applies to Disability Employment Services only.



Employment Services Providers	Employment Services Providers is a collective term commonly used for jobactive providers, Disability Employment Services providers, the Community Development Programme providers, ParentsNext providers, New Enterprise Incentive Scheme providers and Transition to Work providers.
Find Candidates	A jobactive online services tool that allows Employers and Employment Services Providers to search the Career Profiles of Job Seekers with a privacy setting of 'visible' to find appropriate staff with the skills required to undertake the position.
Fully Eligible Participant	A person, who is identified by DHS, the Department, or the Provider on the Department's IT Systems as fully eligible for all Employment Provider Services, and includes a Fully Eligible Participant (Mutual Obligation), a Fully Eligible Participant (Voluntary), a Disability Support Pension Recipient (Compulsory Requirements) and any other person identified in any Guidelines, but excludes a Volunteer.
Harvest Trail	Harvest Trail links job seekers with harvest jobs around Australia.
Host Employer	A business entity which provides work at their work-place for staff provided by an On-hire Employer. The Host Employer would normally pay a fee to the On-hire Employer.
Independent Contracting/ors or Sub-contracting/ors	Independent Contractors or Sub-contractors are not Employees of the organisation for whom they are doing work.
Instagram	Instagram is a photo and video sharing mobile app.
Internship Vacancy	A Vacancy for a PaTH internship; a supervised and structured work experience placement for eligible young people with an employer.
jobactive Australians at Work Instagram	jobactive Australians at Work Instagram is a social media page which showcases the working lives of Australians. It can be accessed here: <a href="https://www.instagram.com/australiansatwork/">https://www.instagram.com/australiansatwork/</a> ( <a href="https://www.instagram.com/australiansatwork/">https://www.instagram.com/australiansatwork/</a> ).
jobactive employer mobile app	A mobile app for employers to access their jobactive account. Available for free download through Google Play and the App Store.
jobactive job seeker mobile app	A mobile app for job seekers to access their jobactive account. Available for free download through Google Play and the App Store.
jobactive online services	The collection of jobactive online services including the jobactive website, jobactive job seeker mobile app, and jobactive employer mobile app.
jobactive program	An Australian Government employment program, jobactive, is a national network of private and community organisations dedicated to increasing Employment participation, playing a greater role in addressing skills shortages and assisting individual Job Seekers, particularly disadvantaged Job Seekers, to obtain sustainable employment.
jobactive website	The jobactive website formerly known as the Australian JobSearch website.
Jobfit	Jobfit is a free mobile app that helps job seekers stay motivated while they're looking for work. It's like a fitness app for your career, helping you stay on track to achieve your goals.
Job Seeker	A person seeking Employment.
Job Seeker Snapshot	Your job seeker snapshot is a series of questions we ask to get to know you better.
Labour Market Region or LMR	A geographical area containing a number of Employment Service Areas or ESAs Please note, this applies to Disability Employment Services only.
Multi-Level Marketing	Multi-level marketers typically generate income from the purchase and/or sale of a product or service and may derive income in full or in part from the recruitment of participants.
My Job Search Effort	An overview of the jobs that have been applied for through jobactive online services using the Apply Online and Email Contact Directly functionality and those jobs manually added using the Add External Jobs functionality.
New Enterprise Incentive Scheme (NEIS)	NEIS is a program delivered as part of jobactive to offer support to job seekers to start their own business.
On-hire Employer	An entity which typically employs Job Seekers for the purpose of hiring their services out to a Host Employer.
On Target Earning (OTE)	An incentive based pay package common to sales-personnel. It usually consists of a basic salary which is supplemented by an additional payment if the Employee performs at or reaches the target set for them. Performance above the target often results in a higher payment.



ParentsNext	ParentsNext is a program that helps eligible parents to plan and prepare for employment by the time their children go to school.
ParentsNext Providers	ParentsNext Providers work with parents to help them set education and employment goals, and link parents with services and activities in the local community.
PaTH Internships	PaTH Internships is one component of Youth Jobs PaTH, an Australian Government program designed to prepare young people and help them into work.
Position	A position refers to the number of job opportunities within a vacancy.
Private Job Seeker	A person looking for work who has registered with an Employment Services Provider.
Public Job Seeker	A person looking for work who is not registered with an Employment Services Provider.
Pyramid Selling Scheme	A trading scheme in which some or all new participants must make a participation payment to one or more other participants in the scheme; and the participation payment is at least substantially induced by the prospect that the participant will be entitled to a recruitment payment for recruiting other participants to the scheme.
Qualifying Seasonal Horticultural Work Vacancy	A vacancy advertised under the Seasonal Work Incentives Trial.
Questions for Applicants	Up to five questions that a Public Employer can attach to a Vacancy but not an Internship Vacancy or Qualifying Seasonal Horticultural Work Vacancy.
RSS	Really Simple Syndication.
Seasonal Work Incentives Trial	The Seasonal Work Incentives Trial (1 July 2017 – 30 June 2019) is a two year trial for eligible Job Seekers to participate in seasonal horticultural work without affecting their income support payments.
Self Employment/Business Opportunity	These vacancies typically seek capital investment or purchase of stock.
Service Delivery Plan	A statement of representations made by a jobactive provider to the Department in regards to the services it will deliver.
TFN	Tax File Number.
Transition to Work (TTW)	TTW supports young people aged 15 – 21 to enter employment or complete education.
Vacancy	A legitimate job being advertised or offered which is currently available and includes business opportunities or Qualifying Seasonal Horticultural Work Vacancy.
Vacancy Description	Part of a Vacancy where details regarding the employment opportunity can be entered using free text.
Volunteer	Means a person who is: (a) in receipt of Income Support Payments, but: (i) does not have Mutual Obligation Requirements (ii) is not a Disability Support Pension Recipient (Compulsory Requirements) (b) a full-time student seeking an apprenticeship or traineeship (c) not in receipt of Income Support Payments and is not: (i) undertaking Full-Time Study, unless the purpose for seeking Services from the provider is to obtain an apprenticeship or traineeship (ii) Employed for 15 hours or more each week (iii) an overseas visitor on a working holiday visa or an overseas student studying in Australia (iv) prohibited by law from working in Australia (d) otherwise identified by the Department as being a Volunteer, from time to time, and volunteers to participate in additional activities.
Work for the Dole	Work for the Dole is part of the jobactive program. It is a work experience program for job seekers to build new skills, experience and confidence to help them find a job.

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