

Back to Work Program Terms and Conditions – Jobseeker Support (Effective 1 July 2025)

1. In these terms and conditions, the following definitions apply:

<i>Applicant</i>	means the person submitting the Application
<i>Application</i>	means an application for Jobseeker Support (as applicable)
<i>Back to Work Team</i>	means the officers of the Queensland Government who are responsible for administering the Program
<i>Decision Maker</i>	means the Queensland Government officer authorised to decide the Application
<i>Eligible Jobseeker</i>	means a jobseeker that meets the eligible jobseeker requirements in the Guidelines
<i>Eligible Support</i>	means a support that meets the eligible financial support requirements in the Guidelines
<i>Eligibility Criteria</i>	means the criteria in clause 8
<i>Financial Support</i>	means a Funding Amount that can be requested for Eligible Support
<i>Funding Amount</i>	means the funding provided for the Eligible Support
<i>Guidelines</i>	means the Back to Work Jobseeker Support Guidelines for Funding
<i>Payment Amount</i>	means an amount paid to a supplier for goods and/or services
<i>Personal Information</i>	means information or an opinion, including information or an opinion forming part of a database, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion
<i>Privacy Collection Notice</i>	means the Privacy Collection Notice in clause 4
<i>Program</i>	means the Back to Work Employment Package, including various funding programs and support services for both employers and jobseekers
<i>Quote</i>	means a document that provides evidence of current pricing for the requested Financial Support
<i>Required Supporting Documentation</i>	means the documents and information required to be submitted with an Application, including documents and information submitted to the Back to

Work Team in accordance with the Guidelines, and documents and information requested by the Back to Work Team under clause 10

Supplier

A business that can provide the goods and/or services requested

2. An Applicant can only lodge one Application for Financial Support.
3. If an Application is approved, the Supplier/s will be paid the appropriate Payment Amount, either as nominated in a Quote or by other arrangement as provided by the Supplier.
4. **Privacy Collection Notice.** The Back to Work Team is collecting information, including Personal Information, for the purposes of assessing the Applicant's eligibility to participate in the Program, to support the delivery of other Program funding and support services and for administering, monitoring, auditing, surveying, evaluating and promoting the Program. The Program Team may access, collect, use, disclose and share information for these stated purposes between themselves and with other State or Australian Government agencies including but not limited to the; Queensland Office of State Revenue, Queensland Treasury, Office of Industrial Relations, Department of State Development and Infrastructure, Queensland Ombudsman, Queensland Police Service, Other State and Australian Government Law Enforcement Agencies, Queensland Crime and Corruption Commission, Department of Education, TAFE Queensland, Queensland Audit Office, Australian Taxation Office, Fair Work Ombudsman, Australian Government Department of Employment and Workplace Relations and Centrelink. Information regarding Applicants may be collected and disclosed to WorkCover Queensland for the purpose of verifying an Applicant's compliance with the Workers' Compensation and Rehabilitation Act 2003. Information, including Personal Information may be disclosed to the Minister for Finance, Trade, Employment and Training's Office. Information relating to successful Applicants may also be provided to Members of Parliament and used in the Program's promotional material, media releases and annual reports. Information will also be published on the Queensland Government's Open Data Portal. The Program Team will not disclose Personal Information, including contact information, to any other third party for any other purpose, unless with consent or as required by law. For further information about how the Program Team manages Personal Information, please contact DTET Legal Services by email at corporate.legal@desbt.qld.gov.au.

By submitting an Application the Applicant expressly consents to the collection, use and disclosure of information, including Personal Information, for the purposes and to the organisations and agencies set out in this Privacy Collection Notice.

5. The Back to Work Team may request additional information and documents from the Applicant to help determine whether the Eligibility Criteria have been met. If the Applicant does not provide the Back to Work Team with the requested information and documents, the Decision Maker is not required to decide the Application.
6. The Applicant acknowledges that all Queensland Government programs are subject to audit. All records related to any Applications made by an Applicant will be kept by the Queensland Government for a period of seven years after lodging the Application. The records must also be kept in a way that is able to be readily produced if required.
7. An Application may be refused if funding for the Payment Amount is no longer available, or, if the Program has been discontinued. The Queensland Government will publish information on its website if funding for Payment Amounts is no longer available, or if the Program has been discontinued.
8. An Application may be refused if the Decision Maker is not satisfied:
 - the Applicant is an Eligible Jobseeker;

- the Application relates to an Eligible Support;
 - the Applicant has submitted all Required Supporting Documentation;
 - the Applicant has consented to the Back to Work Team collecting, accessing, using, sharing and disclosing information, in accordance with clause 4;
 - the Applicant has a genuine commitment to using the Eligible Supports to securing employment ;
 - there are no public interest issues indicating the Application should not be approved.
9. The Guidelines set out the process for an Applicant to request a review of a decision made in accordance with clause 8 to not approve an Application.
10. The Back to Work Team may request additional information from the Applicant for ongoing monitoring, evaluation, reporting and compliance purposes and to support delivery of other Program funding and support services. If the Applicant receives a request for additional information under this clause, the Applicant agrees to provide that information to the Back to Work Team.
11. If, following payment of a Payment Amount to a Supplier, the Decision Maker:
- (a) Becomes aware of any matter; and
 - (b) As a result of becoming aware, reasonably determines the Eligibility Criteria were not met for that Payment Amount,
 - (c) Or that goods and/or services were not supplied or provided by the Supplier to the reasonable satisfaction of the Department

The Decision Maker may:

- (d) Give written notice to the Applicant of that determination; and
- (e) Require the Applicant or Supplier to repay the relevant Payment Amount.

If the Applicant or Supplier receives a notice under clause 11, the Applicant agrees to repay the relevant Funding Amount to the Queensland Government.

12. The Queensland Government may set off any amounts payable by the Applicant or Supplier to the Queensland Government against a Payment Amount payable by the Queensland Government to the Applicant.