

# Metering and Measurement Virtual Marketplace Terms and Conditions of use – Water users

## About the Metering and Measurement Virtual Marketplace

The Metering and Measurement Virtual Marketplace (“**Platform**”) is provided and maintained by the State of New South Wales acting through the NSW Department of Planning and Environment (“**Department**”, also “**our**”, “**we**”) and/or a third party.

You can find more information about the Virtual Marketplace on the [department’s website](#).

## Terms and conditions of using the Platform

You agree to comply with these terms and conditions (“**T&C**”), our [privacy policy](#) ([dpie.nsw.gov.au/privacy](https://dpie.nsw.gov.au/privacy))(“**Privacy Policy**”) and any applicable law:

- when using and accessing the Platform; and
- regardless of the manner in which you use any services or features of the Platform, including through any platform, website, portal, subdomain of a website, app or mobile site managed by us or on our behalf.

### 1. Who the T&C apply to

“You” means the user of the Platform being an individual, partnership or any body or person whether incorporated or not.

These T&C apply to users of the Platform who are registered with WaterNSW licensing system with a work approval number with permission to extract water (“**Water User**”).

These T&C do not apply to you if you are a:

- a supplier offering equipment to measure water intake for non-urban or floodplain harvesting metering, with a registration number from the Department (“**Water Supplier**”); or
- an installer or duly qualified person (“**DQP**”) accredited by Irrigation Australia Ltd or other recognised accreditation body to implement services and equipment to measure water take for non-urban or floodplain harvesting metering (“**Installer**”).

If you are a Water Supplier, DQP or Installer the Metering and Measurement Virtual Marketplace Terms and Conditions – Installer/ Supplier apply to your use of the Platform.

### 2. When you access and use the Platform

You must register to obtain an account to log in to the Platform using a username and password (“**Login**”). You must keep the Login secure and not give your Login to anyone. At our absolute discretion, we will issue a Login or terminate your Login (such termination which can occur without notice).

You warrant that you are over the age of 18 years if you register to obtain a Login and, if you are registering a Login for a non-individual legal entity, you have the express authority of the partnership or incorporated entity to register on its behalf.

If you want to update your account information and profile, or preferences regarding the department's use of collected personal information set out in the [Privacy Policy and Collection Notice \(dpie.nsw.gov.au/privacy\)](https://dpie.nsw.gov.au/privacy), or to change your profile preferences including whom you share your information as defined in the Privacy Policy ("**Personal Information**") with, how you describe your property and the services and product you require, you can do so using your Login.

To be eligible for a Login, you must have a valid work approval number. If you cease to hold a valid work approval with the accompanying access licence or customer ID, your access to the Platform will cease.

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### 3. Your use of the Platform and its content

You may not commercialise, pass off, adapt, print, reproduce, publish or store any services, products or information described on, or provided in the Platform whether the content is created by the Department or a user of the Platform (including a Water User, Water Supplier or Water Installer) ("**User**") in any form ("**Content**"), unless you have obtained:

- our prior written consent (if we are the owner of copyright in the copyright and moral rights in the Content); or
- the written consent of the owner in the copyright and moral rights in the Content.

In these T&C, references to Content include any content uploaded by or provided on the Platform by a Supplier or Installer.

You acknowledge that Content may be available to any User. Any Content you make available on the Platform must not be confidential information.

You are responsible to ensure you have obtained all appropriate consents of Content you make available on the Platform, and that the Content was obtained and is used lawfully. If you upload Content you are responsible to obtain consent of the person of the person photographed in any photograph, and to ensure that you obtained prior consent of the parents and guardians of a child to the taking and use of that photograph if the person photographed is under the age of 18.

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### 4. Links from external websites

If you click or use links to third party websites appearing at any location on the Platform, which may be included by a User or the Department (together referred to as a "**Third Party Link**"), you acknowledge you do so at your own risk, and in using the Third Party Link, this may mean you are leaving the Platform and the terms of use, privacy policies and other standards applying to that Third Party Link will apply.

We do not endorse, support, promote, guarantee or verify in any way the views, opinions, standards, information security protection, content or information about or on Third Party Link.

Inclusion of, or a failure to include, a Third Party Link or any Content should not be interpreted as an endorsement, comment or criticism by the NSW Government on the provider of or content in any Third Party Link, Content or any other provider.

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## 5. Expressions of Interest between Water Users, Installers and Suppliers

The Department does not sell, provide, control, develop, receive a fee from Installers and Suppliers or promote the services of the Installers and Suppliers. The Department provides access to the Platform as follows:

- to facilitate expressions of interest between Water Users, Water Installers and Water Suppliers
- it is not mandatory for a Water User, Water Installer or Water Supplier to use the Platform
- a Water User can opt out of the registration of their Login at any time. Once a Water User opts out or becomes inactive on the Platform, the Personal Information of the User will be inaccessible on the Platform to any User and will be retained and used by the Department only in accordance with the Privacy Policy and Collection Notice ([dpie.nsw.gov.au/privacy](https://dpie.nsw.gov.au/privacy)); and
- it is prohibited for a User to facilitate any payment, procurement, purchasing or financial transaction between any Water User, Water Installer or Water Supplier using the Platform.

The **Platform** operates as follows:

- When you register the Login you can register the services you require. The services you identify will be listed on the Platform and can be viewed by any User searching if you have agreed to share your Personal Information.
- While logged into the Platform, you can search for and register an interest with any Water Installer or Water Supplier registered on the Platform as wanting to provide services to Water Users.
- The type of contact you can make with a Water Supplier or Water Installer on the Platform is limited to your email address, phone number, name, address and service requirements (e.g. looking for a meter installer, etc.)
- The type of contact a Water Supplier, Water Installer or another Water User can make with you is determined by the preferences you have selected for sharing and use of your Personal Information as set out in the Privacy Policy and Collection Notice.

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## 6. Engaging with Suppliers and Installers

You are responsible for exercising care and discretion when you are contacted by or contact a Supplier or Installer.

Any engagement between Water Users, Suppliers or Installers must occur outside of the Platform. If you choose to engage with a Supplier or Installer or are otherwise contacted by a Supplier or

Installer you will become subject to their policies and terms. This may include, for example, their privacy policies, terms of use and any other terms applicable to your engagement with the Supplier or Installer.

The Department disclaims any liability in relation to your engagement with the Supplier or Installer.

If you require more information before purchasing the services of a Supplier or Installer you can visit the [Australian Consumer Law website \(consumer.gov.au/australian-consumer-law\)](http://consumer.gov.au/australian-consumer-law) and [NSW Fair Trading \(fairtrading.nsw.gov.au\)](http://NSW Fair Trading (fairtrading.nsw.gov.au)).

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## 7. Linking to the Platform

You must not establish an external direct link (and no other link) to any page of the Platform unless permitted to do so by the Department in writing.

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## 8. Disclaimer about the Platform

You must exercise care and your own discretion when you use the Platform. We do not guarantee, represent or warrant the accuracy, availability, completeness or currency, accessibility, quality or operability of the Platform, Content or any Third Party Link. We do not guarantee the Platform or any Third Party Link is secure or free from computer viruses or security risks. You must independently verify and evaluate the accuracy, completeness or currency and security of the content on the Platform and any Third Party Link. The Department makes no representation or warranty in relation to the ability of a Water Supplier or Water Installer on the Platform to perform the services you require, the quality and suitability of the services provided or any other aspect of your relationship with the Water Installer or Water Supplier.

Where Content includes any opinion or judgement of any person, we do not purport to support or promote that opinion or judgement. Our control over Content is limited to removing any such content in accordance with our moderation guidelines (**“Moderation Rules”**). We are not publishers of the Content. The NSW Government is not responsible to you or anyone else for loss suffered in connection with the use of the Platform or any Third Party Link. The NSW Government excludes, to the maximum extent permitted by law, any loss which arises, or may arise as a result of the use of the Platform or any Third Party Link.

You may only use the Platform for a lawful purpose. The Platform is not intended to constitute legal, professional or business advice and is provided as general information only.

You indemnify us against any loss which arises or may arise as a result of your breach of these T&C, [Privacy Policy \(dpie.nsw.gov.au/privacy\)](http://dpie.nsw.gov.au/privacy) and [Copyright Notice \(dpie.nsw.gov.au/copyright\)](http://dpie.nsw.gov.au/copyright).

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## 9. Tolerance and Diversity

The Department values tolerance, multiculturalism and diversity in NSW and appreciates that some users of the Platform or any Third Party Link may consider the Content to be offensive or upsetting. We regret but are not responsible for any offence or upset caused, which is not intentional, and welcome you to contact us using the contact details provided below.

The Platform may contain names and images of Aboriginal or Torres Strait Islander people who are now deceased.

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## 10. Moderation Rules

You will be respectful of others in your conduct and Content which must not be offensive, harassing, abusive, defamatory, threatening, anti-competitive or illegal or breach these T&C. You will not use the Platform to stalk or defame any User or anyone or anything else.

The Department does not actively monitor content on the Platform. In the event any Content is made available on the Platform that does not comply with these T&C and is brought to the attention of the Department, it will take action at its discretion including (but not limited to) directly contacting the User to request immediate deletion of the Content or terminating the User's access to the Platform.

If you consider any Content or User conduct has breached these T&C please tell us using the contact details provided below.

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## 11. Intellectual Property

Our [Copyright Notice](https://dpie.nsw.gov.au/copyright) ([dpie.nsw.gov.au/copyright](https://dpie.nsw.gov.au/copyright)) applies to your use and access of the Platform.

The Department reserves the right to all other intellectual property, processes and technologies which form part of the Platform and are not explicitly licensed. The Department does not warrant that any content made available on the Platform by a User, or on a Third Party Link does not infringe third party intellectual property rights.

If you upload Content you are warranting that, and are responsible to ensure, that the Content does not infringe any third party intellectual property rights (including any copyright and moral rights) and that you have obtained full permissions and consent to use and grant the licence for the Content specified in these T&C if you are not the owner of intellectual property rights (including copyright) in the Content.

You must not post branded Content unless you have obtained the Department's prior approval in writing.

When you upload Content you agree to grant us a non-exclusive, transferable, royalty-free, sub-licensable and worldwide licence to use the Content until you delete your Login or the Content we use subject to these T&C. You grant us the right to use, display, create derivative works of, distribute and use the Content in the delivery of government services, including any purpose that includes the carrying out, or exercise of the functions or powers or statutory requirements of the Department.

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## 12. Cookies and Platform Data

We log, use and disclose data about the Platform as described in, and in accordance with our [Privacy Policy \(dpie.nsw.gov.au/privacy\)](https://dpie.nsw.gov.au/privacy). We disclose that data collected in accordance with our Privacy Policy may be used to inform how the Department can better improve the use and access of the Platform and inform the NSW Government's current and future to report within the Department on the implementation using de-identified data.

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## 13. Subscriptions

If you have subscribed to the online mailing subscription list available on the Platform, we will only send you information in accordance with our [Privacy Policy \(dpie.nsw.gov.au/privacy\)](https://dpie.nsw.gov.au/privacy).

We may notify you from time to time with notifications by email of activity related to your Login and various activities within the Platform such as receiving notifications of votes or comments about Content you make available ("**Notifications**"). By registering to use and access the Platform you agree to receive such Notifications which you can change within the settings function on Platform. We will comply with our [Privacy Policy \(dpie.nsw.gov.au/privacy\)](https://dpie.nsw.gov.au/privacy) if we send you Notifications.

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## 14. Prohibition

When you use or access the Platform you must not:

- interfere with access to or the functionality of the Platform including any process or transaction undertaken using or through the Platform
- store, reproduce or incorporate any information from the Platform or any entity, corporation or a person
- store, reproduce or incorporate any information from the Platform about any entity, corporation or a person to send it or that person any unsolicited communication
- contravene any law or regulation or these T&C when you use or access the Platform
- transmit or post or otherwise communicate using the Platform any unlawful, offensive, scandalous, or defamatory Content that contravenes any law, or any content that could distress, harass or inconvenience any person or entity
- harvest any Content or data about the Content or the Platform.

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## 15. Updates

Our T&C and [Privacy Policy \(dpie.nsw.gov.au/privacy\)](https://dpie.nsw.gov.au/privacy) may vary from time to time and you agree that we may update the content, form and nature of the Platform, including these T&C at any time, without notice to you, by posting updated T&C on the Platform. These T&C survive termination of your Login.

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## 16. Complaints

If you identify any usability or content issues, or have feedback about the Virtual Marketplace please email [water.enquiries@dpie.nsw.gov.au](mailto:water.enquiries@dpie.nsw.gov.au).

In the event you are upset or offended by any Content you can email the department at [DPIE@yourfeedback.nsw.gov.au](mailto:DPIE@yourfeedback.nsw.gov.au).