

Metering and Measurement Virtual Marketplace Terms and Conditions of use – Supplier or Installer

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) (“**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 do these 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:

- an installer or duly qualified person (“**DQP**”) who holds a valid accreditation with Irrigation Australia Ltd (“**IAL**”) or other recognised accreditation body to implement services and equipment to measure water take for non-urban or floodplain harvesting metering (“**Water Installer**”); and
- a supplier offering equipment to measure water intake for non-urban or floodplain harvesting metering, with a registration number from the Department (which can be provided by contacting water.enquiries@dpie.nsw.gov.au) (“**Water Supplier**”).

These T&C do not apply to you if you are a user registered with the WaterNSW licensing system with a work approval number with permission to extract water (“**Water User**”) in which case the Metering and Measurement Virtual Marketplace Terms and Conditions – Water User 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 the services and product you offer you can do so using your Login.

To be eligible for a Login you must:

- a. if you are a Water Installer, have a valid accreditation with IAL or other recognised accreditation body; or
- b. if you are a Water Supplier, have a valid registration number issued by the Department.

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 is 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.

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.

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 Supplier or Installer can opt out of the registration of their Login at any time. Once a Water Supplier or Water Installer opts out or becomes inactive in the Platform, the business information, any Personal Information, or any other information provided by the User in registering and participating in the Platform 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); and
- it is prohibited for a User to facilitate any payment, procurement, purchasing or financial transaction between any of 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 provide. The services you identify will be listed on the Platform and can be viewed by any User searching for a Water Installer or Water Supplier meeting your specifications.
- While logged into the Platform, you can search for and locate the details of Water Users requiring services from Water Suppliers or Water Installers, where those Users have agreed to share their Personal Information. You may also receive expressions of interest from Water Users who have registered interest in the services you have listed on the Platform.
- The type of contact you can make with a Water User on the Platform is limited to your email address, phone number, name, address and service offerings.

- Contact between Water Users, Water Suppliers or Water Installers is determined by the preferences selected for sharing and use of Personal Information as set out in the Privacy Policy and Collection Notice.

6. Engaging with a Water User

You are responsible for exercising care and discretion when you are contacted by, or contact, a Water User. Any engagement between Water Users, Water Suppliers or Water Installers must occur outside of the Platform. If you engage with a Water User, you must notify them of the policies and terms applicable to your engagement (for example, any privacy policy, terms of use or other terms that may apply).

You must comply with all relevant privacy laws and regulations in your handling of Personal Information provided by Users, including the Privacy Act 1988 (Cth) as applicable. In addition, through your participation on the Platform, you warrant the following:

- a. You will maintain appropriate security standards to protect any Personal Information (as defined in the *Privacy Act 1988* (Cth) you collect or hold about Users of the Platform, along with any other information you hold about any User. This includes ensuring appropriate data security and storage measures are in place, along with appropriate access controls in relation to this information.
- b. You will, through the use of appropriate information security controls, minimise any risk of unauthorised access, use, disclosure or alteration of the information held by you about Users.
- c. Where there is any actual or suspected unauthorised access, use, alteration or disclosure of the information held by you about Users, you will notify the Department immediately using the contact details provided below. You will update the Department as soon as practicable of any measures you have taken to mitigate or remediate the impact of the unauthorised access, use, alteration or disclosure of the User's information.

You will defend, indemnify and hold harmless the Department against any third-party claims arising from your use of the Platform. This includes, but is not limited to, any claims relating to your delivery of any Water Supplier or Water Installer services, breaches of privacy or User information or any claim that you have infringed upon the intellectual property rights of a third party through your participation in the Platform (further described in section 11 below).

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.

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 legitimacy of a Water User or ability of a Water User on the Platform to procure and pay for the services you provide.

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 \(dpie.nsw.gov.au/privacy\)](https://dpie.nsw.gov.au/privacy) and [Copyright Notice \(dpie.nsw.gov.au/copyright\)](https://dpie.nsw.gov.au/copyright).

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 offense 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.

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.

11. Intellectual Property

Our [Copyright Notice](https://dpi.e.nsw.gov.au/copyright) (dpi.e.nsw.gov.au/copyright) applies to your use of 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.

12. Cookies and Platform Data

We log, use and disclose data about the Platform as described in, and in accordance with our [Privacy Policy](https://dpi.e.nsw.gov.au/privacy) (dpi.e.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.

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](https://dpi.e.nsw.gov.au/privacy) (dpi.e.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](https://dpi.e.nsw.gov.au/privacy) (dpi.e.nsw.gov.au/privacy) if we send you Notifications.

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.

15. Updates

Our T&C and [Privacy Policy \(dpienew.gov.au/privacy\)](https://dpienew.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.

16. Complaints

If you identify any usability or content issues, or have feedback about the Virtual Marketplace please email water.enquiries@dpienew.gov.au.

In the event you are upset or offended by any Content you can email the department at DPIE@yourfeedback.nsw.gov.au.