

LPI Property Information Counter Services Terms and Conditions of Use

Please read the terms and conditions outlined below. If you proceed to utilise our property information counter services, it signifies that you agree with these terms and conditions.

1. Introduction

- 1.1 Property information counter services are provided and administered by Land and Property Information (LPI) and enable access to LPI property information.
- 1.2 LPI may amend these terms and conditions at any time.
- 1.3 In the case of any conflict between these terms and conditions and any act or regulation, the act or regulation prevails.

2. Access to property information

- 2.1 Unless otherwise agreed in writing by LPI, you are prohibited from:
 - a) Using the property information other than for your own business purposes or
 - b) On-selling and/or sub-licensing property information in any form to any other person or entity or
 - c) Making copies of the property information other than as are reasonably required for backup purposes or
 - d) Publishing, blending or dealing with the property information.
- 2.2 Where LPI becomes aware of a breach of these terms and conditions, LPI may immediately revoke your access and deny you further access to its property information.

3. Liability

- 3.1 You acknowledge and agree that:
 - a) No warranty, condition, description or representation is given by LPI in relation to the property information counter services or any part thereof, and any property information provided.
 - b) LPI shall not be liable to you for any loss or damage (including loss of profits, business, revenue or data) whether in contract, tort (including negligence) or otherwise arising from or in connection with:
 - i) these terms and conditions and
 - ii) any defect, error or inaccuracy of the property information and
 - iii) any lack of completeness, suitability or fitness for purpose of the property information.

4. Intellectual property

You acknowledge and agree that all copyright, trademark and other intellectual property rights in the property information are the property of LPI, the State of New South Wales or other third parties.

5. Privacy

- 5.1 You acknowledge that LPI is subject to the provisions of the *Privacy and Personal Information Protection Act 1998* (NSW) (PPIP) and the *Privacy and Personal Information Protection Regulation 2005* (NSW) in respect of the personal information defined in section 4 of the PPIP Act as 'personal information'.
- 5.2 You must:
 - a) Not do anything which, if done by LPI, would be a breach of the legislation or regulation referred to in Clause 5.1
 - b) Comply with LPI's Privacy Statement fact sheet available at www.lpi.nsw.gov.au.

6. Disputes

Where you have any complaint in relation to LPI's property information counter services, you may submit a '*Customer is our Focus*' form available from LPI service counters at our Queens Square, Sydney office.

7. General terms

- 7.1 If any of these terms and conditions are held to be invalid or unenforceable, that term or condition:
- a) Will be read down to the extent necessary to make it valid and enforceable or
 - b) May be severed and the remaining terms and conditions enforced.
- 7.2 You acknowledge that these terms and conditions are governed by and interpreted in accordance with the law of the State of New South Wales.

8. Inconsistency

Where a user is bound by an agreement with LPI, in the event of any inconsistency between these terms and conditions and the agreement, the agreement prevails. You must ensure that you are aware of your underlying legal obligations.

Disclaimer

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

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