

## DEED FOR LANDATA<sup>®</sup> CONDITIONS OF USE

**This Deed** is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2008.

**By** the person or entity whose name and address are contained in the Schedule ("**you**")

**in favour of**

the State of Victoria ("**the State**")

### **Why you are required to enter into this Deed:**

- A.** The State provides electronic access to the Land Index through Brokers.
- B.** You have entered into the Access Agreement with a Broker for electronic access to the Land Index.
- C.** The Broker with whom you have entered into the Access Agreement is authorised by the State to provide you with access to the Land Index provided that you comply with the terms and conditions contained in this Deed.

### **You agree with the State as follows:**

#### **1. What are your obligations regarding confidentiality and copying?**

1.1 You agree that where information contained in the Land Index has been disclosed to you under the Access Agreement or, otherwise by a Broker, (by means of providing electronic access or by any other means) then (subject to this Deed):-

- (a) you will treat that information as confidential; and
- (b) you will not disclose that information other than for Authorised Purposes.

Provided that nothing in this Deed will be interpreted to restrict you in the use of information which has not been derived from the Land Index.

1.2 You also agree that:

- (a) you will not copy or reproduce any information disclosed to you under sub-clause 1.1, unless:-
  - (i) the copying or reproduction is for Authorised Purposes; or
  - (ii) the State has approved in writing the copying or reproduction; or
  - (iii) all persons in respect of whom the information is Personal Information, consent to such copying or reproduction;

- (b) you will take all reasonable precautions to prevent your employees or agents from accessing or copying the information disclosed to you under sub-clause 1.1 unless:
  - (i) the access or copying is for Authorised Purposes; or
  - (ii) the State has approved in writing the access or copying; or
  - (iii) all persons in respect of whom the information is Personal Information, consent to such access or copying;

## 2. **Is the information supplied accurate, complete and error free?**

### 2.1 You acknowledge that:

- (a) the information contained in the Land Index may not be accurate, complete or error-free; and
- (b) the State does not warrant that the information contained in the Land Index is accurate, complete or error-free; and

you agree that any reliance by you on the information contained in the Land Index is at your own risk.

### 2.2 Nothing contained in sub-clause 2.1 limits or in any way takes away from your rights under the *Transfer of Land Act* 1958 (Vic.) nor any other legislation that applies from time to time.

## 3. **What if there is a breach of this Deed?**

### 3.1 If there is a breach of any provision of this Deed and the State or the Broker with whom you have entered into the Access Agreement provides you with written notice of that breach, you must remedy that breach within fourteen days of receipt of the notice.

### 3.2 If the breach is not remedied within the period set out in sub-clause 3.1, the State or the Broker with whom you have entered into the Access Agreement may by written notice terminate your rights of access to and use of the Land Index, but your obligations under clause 1 will continue to apply.

### 3.3 You acknowledge and agree that the State may alter the scope and/or nature of information available for disclosure to you under sub-clause 1.1 to the extent necessary to comply with any decision (including any order, direction or compliance notice) of the Commissioner or any determination, direction or order of the Victorian Civil and Administrative Tribunal, under the Act.

## 4. **Applicable Laws**

This Deed is governed by the laws of Victoria.

## 5. **How are certain words defined and how is this document interpreted?**

In this document, the following defined words have the following meanings:

- (a) **Act** means the Information Privacy Act 2000 (Vic.);

- (b) **Access Agreement** means the agreement you have entered into with a Broker for access to the Land Index.
- (c) **Authorised Purpose** means:-
- (i) dealings with interests in land authorised by law; or
  - (ii) a purpose directly related to such dealing provided the purpose is not contrary to any law; or
  - (iii) an enquiry relating to land or the ownership of land recorded in the Register provided the enquiry or the purpose of the enquiry is not contrary to any law;
- but does not mean:
- (iv) data aggregation, data matching, marketing, compilation of mailing lists; list brokering or any related purpose except to the extent that such data aggregation, data matching, marketing, compilation of mailing lists; list brokering or related purpose is required by law (including any obligation under a court order).
- (d) **Broker** means a person authorised by the State to provide access to the Index pursuant to an agreement entered into between the Broker and the State;
- (e) **Commissioner** means the Privacy Commissioner appointed under the Act;
- (f) **Deed** means this document and includes the Schedule;
- (g) **Department** means the Department of Sustainability and Environment of the State;
- (h) **Land Index** means a compilation, created and maintained by the Department, of information contained in the Register and of other information, which compilation includes an index that facilitates search and identification of the following particulars:
- (i) registered proprietor; and
  - (ii) title; and
  - (iii) parcel and property identifiers.
- (i) **Personal Information** has the same meaning as in the Act;
- (j) **Register** means the register of land that must be kept pursuant to the *Transfer of Land Act 1958 (Vic.)*;
- (k) **State** means the Crown in right of the State of Victoria; and
- (l) **You** means the person named in the Schedule and includes your successors and assigns;

In this document, the following rules of interpretation apply:

- (a) the singular includes the plural and vice versa and words importing a gender include other genders;
- (b) terms importing natural persons include partnerships and bodies corporate;
- (c) other grammatical forms of defined words or phrases have corresponding meanings;
- (d) where you comprises two or more persons, the provisions of this document bind each party individually as well as together;
- (e) where a word is not defined in this document, but is defined in the Act, that definition forms part of this document as if it were expressly included within this document.

**Executed as a Deed.**

*[Sole Trader]*

★ Signed Sealed and Delivered )  
 by the person named in the )  
 Schedule in the presence of: ) .....  
 (Signature)

.....  
 (Signature of Witness)

.....  
 (Name of Witness)

**OR**

*[Company]*

★ Signed Sealed and Delivered by )  
 )  
 ..... )  
 in accordance with s127 of the )  
 Corporations Act 2001 )

.....Director  
 (Signature)

Name.....  
 (Block letters)

.....Director/Secretary  
 (Signature)

Name.....  
 (Block letters)

**OR**

*[Partnership]*

★ Signed Sealed and Delivered )  
by [ ] )  
trading as [ ] )  
in the presence of: )

.....  
(Signature)

.....  
(Signature of Witness)

.....  
(Name of Witness)

★ **Delete the execution clause that is not applicable.**

## **SCHEDULE**

A. You:

B. Address: