

## 1 Introduction

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- 1.1 The Portfolio property reporting (“PPR”) is provided and administered by Government Property NSW (“GPNSW”) and enables online access to portfolio property reporting for a Client Agency.
- 1.2 GPNSW agrees to provide you access to PPR under these terms and conditions including the GPNSW Privacy Statement; and by accessing PPR, GPNSW will treat that access as acceptance of these terms and conditions.
- 1.3 You may direct any questions regarding these terms and conditions to your Asset Manager
- 1.4 GPNSW may amend these terms and conditions at any time.

## 2 Access to PPR

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- 2.1 Unless otherwise agreed in writing by GPNSW, you are prohibited from:
  - (a) altering the format, meaning or substance of any PPR provided; or
  - (b) making copies of PPR other than as are reasonably required for backup purposes.
- 2.2 You agree to keep your Userid and password, if any, secure and confidential to prevent unauthorised access to PPR. You may not share your Userid and password.
- 2.3 At any time GPNSW may:
  - (a) amend access to PPR or the services available within PPR; or
  - (b) discontinue PPR in its entirety.
- 2.4 Where GPNSW becomes aware of a breach of these terms and conditions, GPNSW may immediately revoke your access and deny you further access to PPR.

## 3 Service Levels

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- 3.1 You acknowledge that some of the PPR may be sourced, updated and / or provided by a third party.
- 3.2 You acknowledge that some of the PPR is only hosted by GPNSW.
- 3.3 You acknowledge that GPNSW is not responsible for any corruption, or failed transmission of any services, attributable to your computer system or omission of your Internet Service Provider (“ISP”).
- 3.4 You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of PPR.
- 3.5 You agree that you will not use any device, software or routine to abuse the service of PPR or emulate human interaction and operation.
- 3.6 You agree that any software that is made available to download from PPR may require you to enter into an end user license agreement with that software supplier.
- 3.7 You acknowledge that access to PPR:
  - (a) may not be continuous or uninterrupted at all times; and
  - (b) may be interfered with by factors or circumstances outside GPNSW’s control.
- 3.8 GPNSW will use its reasonable endeavours to ensure that the PPR is available during electronic business hours daily.

## 4 Relying on PPR

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- 4.1 GPNSW seeks to ensure that the information in the PPR is accurate, complete and up-to-date but before relying on the PPR information you should contact your Asset Manager to check that it is appropriate for you to do so.
- 4.2 GPNSW will not be under any liability for any delay, loss or damage (including consequential loss) caused to you directly or indirectly by the unavailability of access to the PPR, or any part thereof, as a result of your failure to comply with these terms and conditions, or power or mechanical failure or any cause whatsoever outside the control of GPNSW including acts of war, acts of God, acts of terrorism, earthquake, flood, riot, embargo, sabotage or governmental act.
- 4.3 The portfolio property reporting provided via PPR is only current at the time and date of supply or transmission from GPNSW up to the date which is one calendar day prior to access.
- 4.4 GPNSW does not provide legal advice or engage in other professional services in relation to the PPR.

## 5 Continuity of Service

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- 5.1 You acknowledge that GPNSW has no control over the speed of transmission of the PPR and services where the internet is used for access.
- 5.2 The availability and accuracy of PPR and any services may be dependent upon your software equipment and functionality, location and site conditions. GPNSW does not guarantee the compatibility or reliability of such variables.

## 6 Intellectual Property

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- 6.1 You agree that you will not remove, obscure, or alter any copyright or proprietary rights notices which may be affixed or contained within the PPR.
- 6.2 You acknowledge and agree that all copyright, trademark and other intellectual property rights in the services are the property of GPNSW, the State of New South Wales or other third parties.
- 6.3 You must promptly report to GPNSW any infringement or suspected infringement of any copyright or proprietary rights referred to in Clause 6.

## 7 Privacy and confidentiality

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- 7.1 You acknowledge that GPNSW is subject to the provisions of the Privacy and Personal Information Protection Act (NSW) ("PPIP") in respect of all personal information (as defined in section 4 of the PPIP Act).
- 7.2 "Personal information" may be used in the creation of your access to PPR, and this information will be used and recorded in connection with accessing PPR.
- 7.3 "Personal information" will not be released unless the law permits it or your permission is given.
- 7.4 You must:
  - (a) not do anything which if done by GPNSW would be a breach of the legislation or regulation referred to in Clause 7;
  - (b) comply at all times with the requirements of the Privacy Act 1988 (Cth) ("Privacy Act") in relation to its handling of "personal information" including the collection, use, disclosure, and security of such information, whether or not you are required by law to comply with the provisions of the Privacy Act;
  - (c) comply with GPNSW's privacy policies;
  - (d) comply with any and all directions given by GPNSW in order for GPNSW to comply with its obligations under the legislation referred to in Clause 7.
- 7.5 You acknowledge that the information including property portfolio information, details of premises, leases, payments and critical dates, provided on the PPR may be identified as confidential and you agree to treat such information as confidential.

## 8 Disputes

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- 8.1 If you have any complaint in relation to PPR, you must contact your Asset Manager. Where reasonably required by GPNSW, you must put the complaint in writing together with relevant documentation.
- 8.2 If any dispute arises out of these terms and conditions, you agree to allow GPNSW reasonable opportunity to resolve the matter before commencing litigation.

## 9 General Terms

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- 9.1 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.
- 9.2 The headings in these terms and conditions are for reference purposes only and in no way define, limit, construe or describe the scope or extent of any provision of these terms and conditions.
- 9.3 You acknowledge that these terms and conditions are governed by and interpreted in accordance with the law of the State of New South Wales.