

Terms and conditions for the use of the Crown Reserves Improvement Fund Program

The Crown Reserves Improvement Fund Program (CRIFP) (the '**Service**') is provided and administered by NSW Department of Industry—Lands & Water (the '**Department**'). The Service is provided by way of a registered account ('**Service Account**') to enable access for Crown land managers to submit funding applications.

This Service is subject to the following conditions.

1. Acceptance and variation

- 1.1. By clicking 'I have read and accept the terms and conditions of the site' you confirm that you understand and agree to these terms and conditions.
- 1.2. These terms and conditions supersede and replace any terms of use you may have previously accepted governing your use of the Service.
- 1.3. The Department may amend these terms and conditions at any time. You will be required to accept the new terms and conditions before you will be able to access the Service.

2. Your responsibility

2.1. You must:

- use the Service and your Service Account only for lawful purposes and in a manner that does not infringe the rights of or restrict or inhibit the use and enjoyment of the Service by any third party
- not access or link to or seek to access or link to (either directly or indirectly) any other person's Service Account
- not permit any other person to use your Service Account, username and/or password
- keep your account username and password secure at all times
- not disclose your password to anyone else
- advise the Department immediately if you suspect that the security of your Service Account may have been compromised
- only sign up to the Service with your own email address. You must not use an email address that is shared or accessible by others
- not use any software (for example, bots, scraper tools) or other automatic devices to access, monitor or copy the Service or its contents
- not use any device, software or routine to interfere or attempt to interfere with the proper working of the Service
- not use any device, software or routine to abuse the Service or emulate human interaction and operation
- not post or transmit via the Service any unlawful, defamatory, obscene, offensive or scandalous material, or any material that constitutes or encourages conduct that would contravene a law.

2.2. You are responsible for any use or misuse of your Service Account using your username and/or password, whether or not such use has been authorised by you.

3. Disclaimer

- 3.1. You are permitted to access the Service on the basis that NSW Department of Industry, the State of New South Wales and its employees and agents will have no liability (including but not limited to liability by reason of negligence) to you for any loss, damage, cost or expense whether direct, indirect, consequential or special, incurred by, or arising by reason of, any person using or relying on the Service and whether caused by reason of any error, omission or misrepresentation in the Service or otherwise.
- 3.2. The Department does not warrant that the Service is error free, or that any defects in the Service will be rectified, or that you will have continuous access to the Service.
- 3.3. The availability of the Service may be dependent upon your software, hardware, functionality, location, site conditions and network bandwidth. The Department does not guarantee the compatibility or reliability of such variables.

4. Suspension or termination of your Service access

- 4.1. The Department may lock, suspend or terminate your Service Account and access at any time.

5. Intellectual property

- 5.1. All intellectual property, including copyright and trademark, in the Service is the property of the Department or its licensors.
- 5.2. You must not remove, obscure or alter any copyright or proprietary rights notices which may be contained within the Service.
- 5.3. Copyright in the material accessible through the Service is owned by us or our licensors. You may:
 - make temporary copies necessary to browse the Service
 - unless otherwise stated, download or print such forms or user guides and submitted reports that are provided for your use and management of public reserves and record purposes.
- 5.4. You must promptly report to the Department any infringement or suspected infringement of any copyright or other intellectual property rights referred to in this section.

6. Privacy

- 6.1. The Department's privacy practices are regulated by the New South Wales *Privacy and Personal Information Protections Act 1998*. For more information, refer to the Information and Privacy Commission website (www.ipc.nsw.gov.au/privacy).
- 6.2. The Department will only collect personal information for a lawful purpose which directly relates to our primary function as a NSW Government agency and for obtaining feedback about the effectiveness of our service. The Department will not collect any more information than is necessary for it to fulfil these functions.
- 6.3. The Department will not disclose your personal information to anyone without your consent unless legally required to do so.
- 6.4. You acknowledge that, under the *Government Information (Public Access) Act 2009*, the Department may be required to publicly disclose information about this Service. None of the disclosure obligations require the disclosure of:
 - the commercial-in-confidence provisions of a contract
 - any matter that could reasonably be expected to affect public safety or security

- information which would be exempt from disclosure if it were the subject of an application under the *Government Information (Public Access) Act 2009*.

You may nominate any items you consider are confidential and why, to assist the Department in determining what items to disclose.

- 6.5. The supply of personal information is voluntary, however your failure to supply the information requested may result in your application, review or assessment not being accepted.
- 6.6. You may request access to your personal information held by the Department by contacting:

Funding Team
Email: reservefunding@crowmland.nsw.gov.au
Phone: 1300 886 235 (Option 4)

7. Disputes

- 7.1. If any dispute arises out of these terms and conditions, you agree to notify the Department and provide 30 days to resolve the dispute before commencing court proceedings.

8. Entire agreement

- 8.1. These terms and conditions constitute the entire agreement between the Department and you in connection with the Service and Service Account.

9. Severance

- 9.1. If any of these terms are held to be invalid, unenforceable or illegal for any reason, the remaining terms will continue in full force.

10. Governing law

- 10.1. These terms of use are governed by the laws of New South Wales and you agree to submit to the exclusive jurisdiction of the courts of New South Wales.