



Land Titles

Terms & Conditions

Definitions

Authorised Purposes means:

- (a) dealings with interests in land authorised by Law; or
- (b) a purpose directly related to such dealing provided that the purpose is not contrary to any Law; or
- (c) an enquiry relating to land or the ownership of land recorded in the Register provided that the enquiry or the purpose of enquiry is not contrary to Law;

but does not mean:

- (d) data aggregation, data matching, marketing, compilation or mailing lists, list brokering of the Licensed Material or any related purpose except to the extent that such data aggregation, data matching, marketing, compilation of mailing lists, list brokering of the Licensed Material or related purpose is required by law (including any obligation under a court order);

Broker means Equifax Australia Information Services and Solutions Pty Limited;

Broker's Agreement means the head licence between the Broker and Landgate, or the document entitled the Landgate Title Products Broker Agreement 2009;

Broker's Outputs means the Broker's own products and services which are produced independently by the Broker; are not part of Landgate's Business and not the subject of Landgate's agency arrangements; supplement the Title Products, without altering their inherent nature or integrity; will be supplied at a price determined entirely by the Broker. Broker's Outputs may include the following products and services: Bundling or packaging together several Title Products; and/or bundling or packaging the Title Products with other products from the Broker's business; providing integrated web portals or web services; providing advanced account management functions; any other Broker product which incorporates a Title Product;

Crown Land Status Information means information in relation to Crown land that may include land description, whether and for what purpose it is reserved and reference to related instruments;

Direct Marketing means one to one marketing using personal details (eg name, address, email address), normally supported by a database/resource, which uses one or more advertising media to effect a measurable response and/or transaction from a person (including a corporation or organisation) and includes, but is not limited to, telemarketing, bulk email messaging (spam), postal canvassing and list brokering;

End User means the Broker's or Sub-Broker's customer, member or subscriber, who has entered into an agreement with the Broker or Sub-Broker, for the supply or provision of Title Products. The term End User includes the officers, employees, servants, contractors and agents of the same. End Users may use Title Products for Internal Use only;

Information Product means an online product supplied through online access search types;

Information Suppression Application means an application made to Landgate by a person for suppression of specified information about that person or another person, from all Landgate name indices, for reasons of personal safety and security;

Information Suppression Notice means a written notice given to the Broker by Landgate following the granting of an Information Suppression Application by Landgate;

Intellectual Property Rights means all rights in and to any copyright, trademark, trading name, design, patent, know how (trade secrets) and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field and any application or right to apply for registration of any of these rights and any right to protect or enforce any of these rights;

Internal Use means use for an End User's: (a) own business or internal purposes; or

(b) own clients or customers, where those clients will be the final recipient of the Title Products concerned and they will only use the Title Products concerned in relation to the singular purpose or transaction for which they were acquired;

Land Index means the electronic cross reference table listing registered proprietors, title particulars, parcel and property identifiers available as part of the LANDATA® System;

LANDATA® System means the computerised system, including the Shell, operated by Land Victoria, as varied from time to time which currently provides access to the Licensed Material;

Landgate is the legal custodian of the Title Products (being certain real property related information) which is owned by the Crown in right of the State of Western Australia;

Licensed Material consists of the data available and known as:

- (a) Statutory land titles information as held in the Register including title searches and dealings affecting the title and other information made available to the LANDATA® System by the Registrar of Titles including information about unregistered dealings;
- (b) Searches of the Land Index;
- (c) The Property Transaction Alert Service;
- (d) Survey products including plan and instrument searches;
- (e) Property Enquiry Data including planning and other property related certificates;
- (f) Crown Land Status Information; and
- (g) Information held in the Water Register comprising of the Water Share Record and Water Register Document;

LPI means NSW Land and Property Information;

Privacy Laws/Legislation means any legislation (or mandatory government policy, where applicable) enacted by Federal or State agencies in relation to privacy and includes the Privacy Act 1988 (Cth) and Information Standard 42 - Information Privacy (Qld) with respect to Qld searches;

Property Enquiry Data means details obtained from various statutory bodies relating to a property in Victoria but excluding Title Search Data;

Property Information means an online product supplied through real time online access search types;

Property Transaction Alert Service means the service of providing alerts relating to property transactions including:

- (a) for specified folios of the Register - notice of lodgement of dealing(s);
- (b) for specified unregistered plans of subdivision - notice of the lodgement of the plan or other dealing(s) affecting the plan; and
- (c) for specified registered plans of subdivision - notice of the lodgement of dealing(s) affecting the registered proprietor of any lot in the plan of subdivision;

Proprietary Notice means a notice which is placed upon all material in which NSW Land and Property Information claims rights, title or ownership, and appears as "© State of New South Wales through the Land and Property Management Authority [year of publication]";

Register has the same meaning as is in section 4 of the Transfer of Land Act 1958 (Vic);

Regulations means the Transfer of Land Act Regulations 2004 (WA) as varied from time to time;

Shell means the portal through which a user can access that part of the Licensed Material that is made available through the Shell;

Sub-Broker means an agent of the Broker;

Title Product is the generic term used to describe:

(a) any of the individual products Certificates of Title, Check searches, Survey documents, and Transfer of Land Act 1893 (WA) documents; or

(b) any of the other products described in the Regulations, which Landgate may make available through the Web Service from time to time;

Title Search Data means information consisting of the details of the Register including title particulars, final search, historical search, plans and lodged instruments.

Victoria

1. User is prohibited from:
 - (a) providing the Licensed Material by way of online connection to any other party; (b) altering the format, meaning or substance of the Licensed Material;
 - (b) assembling or compiling, attempting to assemble or compile or directly or indirectly allowing or causing another person to assemble or compile or attempt to assemble or compile a database, directory or similar device which is similar in content, functionality or in any other respect to the Register or Land Index;
 - (c) extracting data from the Licensed Material, or directly or indirectly allowing or causing another person to extract data from the Licensed Material, using screen scraping, web scraping or any other similar data extraction techniques;
 - (d) on selling or distributing the Licensed Material in any format; and
 - (e) using the information available from the Licensed Material for other than the Authorised Purposes;
2. Access to the Land Index is prohibited unless the User has executed a deed in the form of Schedule 5 or Schedule 6 (whichever applicable) to the Agreement.
3. User acknowledges and agrees that:
 - (a) copyright in all information from the Register is owned by the State of Victoria. No part of the Licensed Material supplied may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth), pursuant to written agreement or to the extent required for the purpose of compliance with section 32 of the Sale of Land Act 1962 (Vic);
 - (b) the State does not warrant the accuracy or completeness of the Property Enquiry Data, the information in the Property Transaction Alert Service, the information in the Land Index or Crown Land Status Information or other information made available by the LANDATA® System other than Title Search Data and any person using or relying upon such information does so on the basis that the State bears no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information; and

- (c) the information from the Register is valid at the time and in the form obtained from the LANDATA® System only. The State accepts no responsibility for any subsequent release, publication or reproduction of the information from the Register. The State accepts no responsibility for information or data other than that which is part of the Register as provided for in the Transfer of Land Act 1958 (Vic);
4. The User acknowledges that where a User has access to Property Enquiry Data, the User is responsible for the accuracy and completeness of the information submitted in each application and that if, due to the inaccurate or incomplete information which the User supplies:
 - (a) there is an error in the Register search statement or property certificate sent to the User;
or
 - (b) the wrong Register search statement or property certificate is sent to the User, the Licensee is still responsible for the payment of the fees and charges for such data under the terms of the agreement between the Licensee and the Licensor.
5. The User consent to the collection and use of the information which is provided by the User when using the LANDATA® System for all purposes associated with the use and operation of LANDATA®, the LANDATA® System and all related administration and operations of the Licensor.
6. The User must maintain a record of all persons who are given access to the Licensed Material.
7. The User may only store data drawn from the Licensed Material for a period of 120 days and after the expiration of that period the data must be deleted from any server or other data storage facility, but may be retained as part of the discrete record of that Enquiry. The User may only use the data stored for the purposes of the Enquiry for which it was originally made.
8. In accessing the data the user accepts these conditions.

New South Wales

Users are prohibited from:

1. Using the Property Information other than for their own internal business purposes.
2. On-selling, sub-licensing, disclosing or otherwise providing Property Information in any form to any other person.
3. Altering the format, meaning or substance of any Property Information supplied.
4. Providing Property Information without the Proprietary Notice.
5. Making copies of the Property Information other than as are reasonably required for backup purposes, provided that such copies include a Proprietary Notice and are secured so as not to be accessed or used by unauthorised persons or for any purpose other than backup.

The User agrees to:

The collection and disclosure to LPI of information provided by the User to Broker to enable LPI to measure, report and improve customer satisfaction in accordance with the "State Plan" (NSW).

Western Australia

1. The End User:
 - (a) May only use the Title Products for its own Internal Use;
 - (b) Must do all things within its power to prevent the unauthorised use or disclosure of the Title Products and any related information;
 - (c) Must do all things within its power to ensure the Title Products are only used for lawful purposes and in ways that are consistent with these terms and conditions, the Broker's Agreement, the Transfer of Land Act 1893 (WA) and the Land Information Authority Act 2006 (WA).

- (d) Must at its own cost, comply with all regulations, restrictions and conditions imposed by any legislation for the use of, access to, storage of or dealing with the Title Products. This includes, but is not limited to, the requirements of the Privacy Legislation.
2. The End User must not:
 - (a) Reproduce, supply, on-sell, sub-license, disclose or otherwise provide Title Products in any form to any other person;
 - (b) Alter the format, meaning or substance of any Title Products supplied;
 - (c) Alter or omit the meaning, substance, content, coordinates or spatial integrity of any Title Products;
 - (d) Create data or other products which are the same as or substantially similar to the Title Products, or reverse engineer or rework the Title Products or by any means use any:
 - i) outputs, whether or not from the Title Products; or
 - ii) combination of data which includes the Title Products; or
 - iii) permit any third party to do the same, except as permitted by law;
 - (e) Derogate or detract from the legal rights of Landgate in the Title Products or any data derived from the Title Products;
 - (f) Display, distribute, sell, license, hire, let, trade or expose the Title Products for sale;
 - (g) Not use or permit to be used, the logo of Landgate or any modification thereof, unless:
 - i) in accordance with these terms and conditions; or
 - ii) with the prior written consent of Landgate.
 3. End Users acknowledge that they use the Title Products at their own risk, from the time of delivery to them.
 4. The End User must:
 - (a) Have formal procedures in place to:
 - i) provide protection (eg Firewall) against intrusion and uncontrolled access to any Title Product, particularly through the Internet;
 - ii) prevent unauthorised access or downloading of Title Products; and
 - iii) ensure any Title Products are properly secured from interference when they are being transferred across the Internet.
 - (b) Ensure that its officers, employees, agents, contractors and third parties are made personally aware of and agree to comply with the security obligations contained in these terms and conditions, before providing them with access to any Title Product.
 5. The Parties acknowledge and agree that all Intellectual Property Rights in: (a) the Title Products;
 - (a) any data derived from the Title Products; and
 - (b) any documentation provided by Landgate to the Broker for the purposes of supplying or providing Title Products to End Users; are the property of either Landgate or the State of Western Australia.
 6. The End User agrees to:
 - (a) comply with the requirements of the Privacy Legislation, particularly in relation to its handling of personal information, as defined in the same, including the collection, use, disclosure and security of such information, whether or not the End User is required by law to comply with the Privacy Legislation; and
 - (b) comply with any other reasonable direction relating to privacy given by Landgate, including those relating to Landgate's own privacy policies and procedures; and
 - (c) not to do anything which if done by Landgate would be a breach of the Privacy Legislation.
 7. Landgate (including its board members and employees) will not be responsible for any actions, claims, cost, proceedings, suits or demands whatsoever arising out of any breach of the Privacy Legislation by an End User or third person, in relation to any Title Product they obtain, or in relation to the Broker's Outputs. Furthermore:

- (a) The End User must not use any Title Product for the purpose of Direct Marketing of goods or services.
 - (b) The End User must not release the Title Products to any third party where that party intends to use those Title Products for the purpose of Direct Marketing of goods or services.
 - (c) The End User must provide any assistance requested by Landgate in relation to an investigation of an allegation of misuse of any Title Product, or contravention of the Privacy Legislation.
8. The End User agrees to only release publicity statements or any other form of advertisement or promotion that specifically refers to Landgate or Landgate's Title Products where:
- (a) they have first been approved by Landgate's authorised delegate in writing (including by email), which approval will not be unreasonably withheld; and
 - (b) at least 24 hours written notice has been provided to Landgate prior to any such release;
9. The End User acknowledges and agrees that, other than as expressly provided for in these terms and conditions, and to the extent permitted by law:
- (a) No warranty, condition, description or representation is given by Landgate in relation to any documentation, services and/or software provided in conjunction with the Title Products, except for the Title Products themselves as provided under the Transfer of Land Act 1893 (WA);
 - (b) All representations, warranties, terms and conditions whether express or implied by use, statute or otherwise, in relation to the state, quality or fitness for purpose of any documentation, services and/or software provided in conjunction with the Title Products are excluded, except for those provided under the Transfer of Land Act 1893 (WA) for the Title Products themselves;
 - (c) Landgate will not be liable to End Users for any loss or damage (including loss of profits, business, revenue or data), arising from or in connection with the supply of the Title Products, whether in contract, tort, negligence or otherwise, or in relation to:
 - i) the performance of the Web Service;
 - ii) any claim for infringement of intellectual property rights based on the modification, combination, operation or use of the Title Products with any computer programs, systems or data not furnished by Landgate;
 - iii) the Broker's Outputs; or
 - iv) anything except the Title Products provided under the Transfer of Land Act 1893 (WA).
 - (d) Notwithstanding the preceding clause, Landgate's liability for any breach of terms implied by legislation which cannot be excluded, will be limited to the extent permitted by law and at the option of Landgate, to one or more of the ways (at Landgate's option) permitted by section 64A, Schedule 2 of the Competition and Consumer Act 2010 (Cth).
10. If there is any inconsistency between:
- (a) these End User terms and conditions; and
 - (b) the remainder of the agreement between the Broker and the End User for the supply or provision of Title Products; these

End User terms and conditions prevail to the extent of that inconsistency.

Northern Territory

Use of Data

The use of the data is strictly for the purposes of general conveyancing, lodgement and searching for or on behalf of clients transacting or dealing with land in the Northern Territory register of land. The

use of the data and materials will be limited to own personal use or for use in the ordinary course of business. The data may not be used for the compilation of mailing lists or for Direct Marketing purposes.

Liability

Northern Territory Government gives no warranty as to the condition, quality or fitness of the data.
Northern Territory

Government shall not be liable for any loss, damage or injury that may arise from the use or misuse of the data.

Intellectual Property

All Intellectual Property Rights in the data, including but not limited to copyright, shall remain vested in the Northern Territory Government.

South Australia

1. Copyright in the Title Products provided by the Government of South Australia is either owned by or licensed to the Government of South Australia. Copyright in the Title Products provided by the Government of South Australia agencies and instrumentalities and non-government organisations belong to those agencies and organisations.
2. Apart from any use permitted by the Copyright Act 1968 (Cth), the Government of South Australia grants the use of Title Products for private use and for non-commercial purposes only.
3. No licence to publish, communicate, modify, commercialise or alter Title Products is granted.
4. No permission to reproduce or use the Government of South Australia's copyright material is to be implied by the availability of that material.
5. Use of the information and data contained within the Title Products is at your sole risk.
6. The Government of South Australia, its agents, instrumentalities, officers and employees:
 - (a) make no representations, express or implied, as to the accuracy of the information and data contained on the Title Products; (b) accept no liability however arising for any loss resulting from the use of the Title Products and any information and data or reliance placed on it;
 - (b) make no representations, either expressed or implied, as to the suitability of the said information and data for any particular purpose.

Queensland

Standard Terms

Definitions

- Direct Marketing means one to one marketing using personal details (e.g. name, address, email address or other Personal Information), normally supported by a database/resource, which uses one or more advertising media to effect a measurable response and/or transaction from a person (including a corporation or organisation) and includes, but is not limited to, telemarketing, bulk email messaging (spam), postal canvassing and list brokering.
- Information Product means a product supplied through online access search types (e.g. Title Search).
- Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

Ownership

- I acknowledge that I have no rights of ownership in the Information Products and all intellectual property rights, including copyright in the Information Products that the State of Queensland (Department of Natural Resources and Mines) or the copyright owner has, are retained by the State of Queensland (Department of Natural Resources and Mines) or the copyright owner.

Liability

- I acknowledge that, except as provided in the section titled Statutory Compensation below, the State of Queensland (Department of Natural Resources and Mines) does not guarantee the accuracy or completeness of the Information Products, and does not make any warranty about the Information Products.
- I agree that, except as provided in the section titled Statutory Compensation below, the State of Queensland (Department of Natural Resources and Mines) is not under any liability to me for any loss or damage (including consequential loss or damage) arising out of or in connection with my use of the Information Products.

Statutory Compensation

- The provisions of the section titled Liability above are subject to the provision that the State of Queensland through the Department of Natural Resources and Mines will be liable to compensate me in accordance with the provisions of Subdivision C of Division 2 of Part 9 of the Land Title Act 1994 (as amended) if I suffer deprivation of a lot, interest in a lot or loss or damage in accordance with the Land Title Act. Where I am entitled to compensation against the State of Queensland through the Department of Natural Resources and Mines pursuant to the above-mentioned provisions of the Land Title Act, I agree that I will seek compensation in accordance with the provisions of the Land Title Act.

Privacy

- I agree that I will not use, other than for the purpose for which the Information Products are provided under this agreement, or disclose to any other person, any Personal Information contained in the Information Products.
- I agree that I will not use the Information Products for Direct Marketing.

Permitted Use

I accept that the use of the Information Products by me will be limited to my own personal use or for use in the ordinary course of my business. I will not on-sell or distribute the Information Products to any other third party, nor will I produce any products incorporating the Information Products, except with the prior written approval of the State of Queensland (Department of Natural Resources and Mines).

General Conditions

- This agreement will be governed by and construed in accordance with the law of the State of Queensland, Australia.