Provided Information licence terms and conditions

Context

1. Electricity Networks Corporation (ABN 18 540 492 861), trading as Western Power (Western Power), collects and maintains, for its own benefit, information, data and datasets about Western Power’s transmission, distribution and other electricity related infrastructure (Information). The Information is general in nature and may not be accurate, complete or up-to-date.

2. Western Power has agreed to make the Information available to users of Landgate’s Shared Location Information Platform (SLIP) as general reference material. The Licensee may have been directed to Landgate’s SLIP through the data.wa.gov.au portal or by other means.

3. The Licensee (being the person described in the online details form) is a user of the SLIP and has requested access to all or some of the Information (Provided Information).

4. In consideration of Western Power agreeing to make available the Provided Information to the Licensee, the Licensee agrees to use that Provided Information subject to, and in accordance with, these terms and conditions.

Grant of Licence

5. Western Power grants to the Licensee a non-exclusive, non-transferable and revocable licence to access and use the Provided Information for personal use or internal business purposes, subject to, and in accordance with, these terms and conditions (Licence).

‘Dial Before You Dig’ warnings, advice and disclosures

6. The Provided Information is limited in nature and is not a substitute for:

(a) the ‘Dial Before You Dig’ service;

(b) a ‘feasibility study’ performed by Western Power for the purpose of assessing the viability of a project; or

(c) a ‘technical evaluation’ performed by Western Power in circumstances where detailed technical advice relating to the Western Power network is required.

The Licensee must not, and must ensure that none of its officers, employees, agents, contractors, subcontractors or service providers use, the Provided Information as a substitute for the ‘Dial Before You Dig’ service, a ‘feasibility study’ or a ‘technical evaluation’.

7. The Provided Information is made available to the Licensee subject to the warnings, advice, comments and disclosures provided by Western Power on its website (http://www.westernpower.com.au) including in relation to working near the Western Power network.

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8. The Licensee must not:

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(b) use the Provided Information to create, use or distribute any product or service to any third party without the prior written consent of Western Power;

(c) use any Provided Information or release any Provided Information to any third party, for the purpose of sales or marketing of any goods or services for any purpose without the prior written consent of Western Power; or

(d) use any Provided Information (including by undertaking searches) in a manner which may be prohibited from time to time by any legislation or regulation, including but not limited to the Privacy Act 1988 (Cth).

No obligation to update Provided Information

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(c) do anything which would in any way infringe, call into question or lessen the validity or value of the Intellectual Property Rights in any Provided Information.
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15. The Licensee must take all reasonable steps a prudent operator in a similar situation would take to:

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17. Western Power may, from time to time, suspend the Licensee’s access to the Provided Information available on the SLIP for any reason. Subject to clause 20, the Licensee may still use previously obtained Provided Information which has been printed or stored in a location other than the SLIP, in accordance with these terms and conditions.

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18. Western Power may, in its absolute discretion, by written notice to the Licensee, terminate the Licence or the Licensee’s access to the Provided Information available on the SLIP (or both) at any time with immediate effect.

19. Upon termination of the Licence or the Licensee’s access to the Provided Information on the SLIP (or both) in accordance with clause 18:

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(b) subject to clause 20, the Licensee may still use previously obtained Provided Information which has been printed or stored in a location other than the SLIP, in accordance with these terms and conditions.

20. If requested by Western Power, the Licensee must immediately delete and expunge all Provided Information from the Licensee’s systems and provide to Western Power or destroy to Western Power’s satisfaction, whichever is elected by Western Power, all copies of all Provided Information that is able to be disaggregated and is in its possession (in whatever form or medium it is held).

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21. The Licensee agrees:

(a) to exercise its own skill and care with respect to the use of, and reliance on, all Provided Information;

(b) that before relying on any Provided Information, it will carefully consider its relevance to its purpose and obtain any professional advice appropriate to its particular circumstances; and

(c) that any reliance by the Licensee on any Provided Information, or any use of any Provided Information, is solely at its own risk.

Exclusion of warranties and liability
22. The Licensee may have certain rights under the Competition and Consumer Act 2010 (Cth) that cannot be excluded, modified or restricted. Nothing in these terms and conditions, including but not limited to this clause 22 and clauses 15 or 21, restricts or modifies those rights.

23. Subject to clause 22, neither Western Power nor any of its officers, employees, agents or advisors:

(a) makes any representation or warranty as to the accuracy, completeness or currency of any Provided Information;

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General
25. These terms and conditions are governed by the laws in force in the State of Western Australia and the parties submit to the jurisdiction of that State.

26. If any part of these terms and conditions is, or becomes, void or unenforceable, that part is, or will be, severed from these terms and conditions so that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

27. Western Power may amend these terms and conditions from time to time. If the Licensee continues to access Provided Information on the SLIP, the Licensee will be taken to have agreed to any changes to these terms and conditions, and the new terms and conditions will apply to the Licensee’s use and access of all Provided Information. A copy of the latest terms and conditions will be available at http://catalogue.beta.data.wa.gov.au/dataset/wp-licence-terms-and-conditions.

28. This clause 28 and clauses 6, 7, 8, 10, 11, 12, 13, 14, 15, 19, 20, 21, 22, 23, 24 and 25 survive the termination of the Licence.