

# TERMS OF USE

## 1. ABOUT THIS WEBSITE

This Website is provided by the Department of Primary Industries and Regional Development.

All information relating to, or presented on, this Website is of a general nature only. You must make your own assessment of how the information applies to your circumstances and whether you need to contact the department directly to obtain further information or guidance. You may also need to examine the applicable legislation and, where relevant, seek professional advice.

Please contact the Department at [enquiries@dpird.wa.gov.au](mailto:enquiries@dpird.wa.gov.au) if you have any questions, concerns or suggestions about this Website or its content.

## 2. ABOUT THESE TERMS OF USE

### 2.1. Interpretation

In these Terms of Use:

- 'Department' means the State of Western Australia acting through the Department of Primary Industries and Regional Development;
- 'including', 'for example' and similar words do not imply any limit;
- 'Minister' means the Minister or Ministers of the Government of Western Australia to whom the Department reports;
- 'notifications' includes messages, requests, directions, notices, orders, licences, permits, approvals, invoices, receipts and other documents and information;
- 'organisation' includes corporations, partnerships, joint ventures, associations and other body corporates (whether or not incorporated) and any of their successors or permitted assigns;
- 'person' includes an individual and any organisation;
- 'personal information' has the meaning specified in the Privacy Statement;
- 'Privacy Statement' means the statement available [<https://www.dpird.wa.gov.au/privacy/>]
- 'State' means the State of Western Australia
- 'we' or 'us' means the Department;
- 'Website' means the Department's website [dpird.wa.gov.au](http://dpird.wa.gov.au) and all of the software, content and third-party technologies associated with, used by or accessible through, that website;
- 'you' or 'your' means the individual accessing or using this Website and, if using this Website on behalf of another person, includes you and that other person; and

These Terms of Use are governed by and interpreted in accordance with the laws of the State.

If any part of these Terms of Use is illegal, unenforceable or invalid, that part is deemed to be changed as required so that it is no longer illegal, unenforceable or invalid, and the remaining parts of these Terms of Use remain in full effect.

Any failure or delay by us in enforcing these Terms of Use is not a waiver of our right to do so later.

### 2.2. Who these Terms of Use apply to

These Terms of Use apply to any persons and organisations who access and use this Website and, by accessing or using this Website, you are agreeing to these Terms of Use.

Any person using this Website for and on behalf of another person agrees to these Terms of Use on behalf of that person and represents and warrants that they are authorised to do so. You must comply with any request made by the department for you to verify such authorisation.

If your authorisation is due to you holding a position (for example, as an employee of the organisation) or as a result of law (for example, as a Power of Attorney) then that authorisation must be current at the time of access.

If you do not agree to these Terms of Use, you must **not access or use this Website**.

If you do not access or use this Website, you can still interact with the Department in other ways. Contact us on [enquiries@dpird.wa.gov.au](mailto:enquiries@dpird.wa.gov.au) for more information.

### 2.3. Changes to these Terms of Use

The department may, in its absolute discretion, amend, add to or replace these Terms of Use from time to time. If these Terms of Use are changed, this will be published on the Website, including the date from which the changes apply.

If you do not agree with the changed Terms, **do not continue to use the Website**. If you continue to use the Website, the changed Terms of Use will apply from the time they were changed and they will replace previous Terms of Use from the date of publishing.

## 3. ACCESS AND USE OF THIS WEBSITE

### 3.1. Use the Website to interact with the Department

You must not use the Website for any other reason or in any way other than for lawful purposes and to interact with the Department in accordance with these Terms of Use.

### 3.2. Unauthorised use of the Website

You must not (nor attempt to):

- resell or make the Website or any part of it available to any third party, or otherwise commercially exploit the Website;
- decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying algorithms on any part of the Website or the technology they use;
- frame or mirror any part of the Website, or delete any attributions or legal or proprietary notices on the Website;
- change, translate or otherwise create derivative works of the Website;
- use any software to access or use the Website using automated means (whether or not including the use of bots or artificial intelligence) or use the Website or its contents to build or inform a competitive product service;
- bypass or undermine any security measures in respect of the Website or any technology used;
- use (or misuse) the Website in any way that may impair the functionality of the underlying systems or technology or impair the ability of any other user to access or use the Website;
- use the Website in a way that violates anyone else's rights (including intellectual property rights) or privacy, or in a way that is unlawful, objectionable, defamatory, malicious or misleading;
- use the Website in a manner that does, or is designed to, avoid paying any required fees and charges for Department activities, products or services;
- view, access or copy any material or data on this Website that you are not permitted to access; or
- fail to comply with these Terms of Use or any applicable laws or State or Department usage policies that are in force when you access the Website.

### 3.3. Using the Website to access an account or submit material

If there is any part of this Website where access requires you to have an account login or password, you must keep those details secure and not share those details with anyone else.

If you permit someone else to sign into your account or if you do not take reasonable steps to keep your login and password details secure and someone else signs in to your account, then you remain responsible for everything that person does using your account.

You must advise us immediately in writing, if suspect your account is no longer secure or if someone else has accessed your account, including if you receive a notification addressed to another person.

If you are required to upload, enter or submit any material (including information, data, documents or other material) through this Website, you warrant that you are authorised to provide such material and that it is current, complete, and accurate and does not infringe the rights (including intellectual property rights) of any other person or breach any law.

## **4. LIMITATIONS OF THE WEBSITE**

### **4.1. Disclaimer**

This Website is provided 'as is' and 'as available'.

Information presented on this Website is of a general nature only and made available in good faith for the benefit of the public, other government agencies and advisors.

Unless it clearly indicates otherwise, the information is not tailored to the circumstances of individuals or businesses, and does not constitute legal, business or scientific advice.

Before using the information on this Website, you should carefully verify all relevant representations and statements and evaluate its accuracy, currency, completeness and relevance for your individual circumstances and purposes, including taking advice from appropriate professionals where necessary.

While the Department takes reasonable efforts to ensure the accuracy, currency and reliability of the information, this cannot be guaranteed. For example, changes in circumstances after information is placed on the Website may impact the accuracy of the information or some materials may be maliciously vandalised.

Except as required by law, the Department does not make any claims (and hereby disclaims any warranties) relating to:

- the quality, performance or fitness for any particular purpose, of the Website;
- the accuracy, reliability or use, of the Website;
- non-infringement of third-party rights (including intellectual property rights); or
- anything else to do with this Website or any associated activities, products or services.

### **4.2. Errors and interruptions**

The performance of this Website may vary from device to device and be affected by many things including those outside of the control of the Department.

This Website uses technology and services that are provided by third parties. The Department is not responsible for the operation of those technologies and services or for making sure the Website is error free, that any defects are identified and fixed or that you have continuous uninterrupted access.

### **4.3. Third party linked websites**

This Website may contain links to other third-party websites. Those links are provided for convenience only and may not remain current or be maintained. Providing a link to a third-party website does not constitute any endorsement or approval by the Department or the State of that website, its owners or operators, or any information, products or services offered by them.

Your use of any link to a third-party website is entirely at your own risk and you must make your own assessment of the relevance, accuracy and reliability of that website, including consideration of its terms of use.

## **5. LIMITATIONS ON OUR LIABILITY TO YOU**

### **5.1. No liability for unauthorised access or disclosure or misuse**

The Department, subject to relevant laws and State and Department policies, will take reasonable precautions to protect and safeguard information (including personal information and confidential information) from unauthorised access or disclosure or other misuse or loss. However, if any unauthorised access or disclosure or other misuse or loss to, or disclosure of, this information occurs (whether through this Website or otherwise) neither the Department, the State nor their respective service providers will be liable for any loss or damage, directly or indirectly, suffered by any person.

### **5.2. No liability for your loss**

To the fullest extent permitted by law, neither the Minister, the Department, the State nor any agency or instrumentality of the State, nor any employee or agent of the Minister, the Department, the State or any agency or instrumentality of the State shall be responsible or liable for any loss, damage or injury (including incidental, special, indirect or consequential damages) howsoever caused (whether caused by any negligent or other unlawful act or omission of, by or on the part of the Minister, the State, any agency or instrumentality of the State, or any agent or employee of the Minister, the Department, the State or any agency or instrumentality of the State), arising from or related to your use of this Website or your reliance on or any information, data or advice (including incomplete, out-of-date, wrong, inaccurate or misleading information, data or advice) available on, sourced through, expressed or implied in or coming from this Website.

The Department is not liable to you if you are unable to use this Website for any reason, if this Website is defective or temporarily or even permanently unavailable or if there is any interference with or damage to your computer systems arising out of your use of this Website or an external site including, but not limited to, the transmission of any computer virus or malware.

### **5.3. No liability for termination of your access**

The Department may, at any time, for any reason and without notice or liability to you terminate, suspend, restrict or disable (either temporarily or permanently) your access to or use of the Website. The Department is not liable to you if your access to this Website is terminated, suspended, restricted or disabled for any reason.

If your access to this Website is terminated or restricted in any way, you may still interact with the Department in other ways. Contact us on [enquiries@dpird.wa.gov.au](mailto:enquiries@dpird.wa.gov.au) for more information.

### **5.4. No liability for other links, translation and automated services**

The Department takes no responsibility for your use of external (non-Department) sites that might be linked to (or through) this Website or for any automated translation or other automated services you use in connection with your use of the Website.

### **5.5. Total Liability**

If, under any law, the Department is unable to exclude liability arising from or in connection with your use of this Website, the Department's total liability to you for all damages and any kind for loss will not, in any case, exceed \$20 (AUD).

## **6. YOUR LIABILITY TO US**

You are responsible for and indemnify the Department and the State and their respective employees, agents and service providers against any loss or damage to any person arising from any breach of these Terms of Use or any wilful negligent or unlawful act or omission by you in relation to, or in the course of, your use of this Website.

Your responsibility for actions or omissions will continue despite you ceasing to use this Website or having been denied access to this Website.

## 7. INTELLECTUAL PROPERTY RIGHTS

### 7.1. Copyright

The content of this Website is protected by copyright law.

Unless otherwise indicated, the Department (including the Western Australian Agriculture Authority established under the *Biosecurity and Agriculture Management Act 2007*), the State or their respective service providers own all rights in this Website (including websites pages, materials, documents, online graphics, images and recordings) and the technology it uses.

You have a licence to use this Website for the sole purpose of accessing information about the Department and linking to any Department activities, products or services.

Apart from any fair dealing for the purposes of private study, research, criticism or review, as permitted under the provisions of the *Copyright Act 1968*, or where different copyright terms are expressly stated, no part may be reproduced or re-used for any commercial purposes whatsoever without prior written permission of the Department.

For the purposes of fair dealing, unless otherwise indicated, you may copy, distribute, display, download or print the material on this Website for:

- (a) your own personal use; or
  - (b) for non-commercial educational purposes; or
  - (c) for non-commercial use within your organisation,
- provided you attribute the source of the information and reference any copyright or licence conditions.

### 7.2. Copyright in feedback

If you provide us any feedback about this Website, we may use and disclose your feedback without any obligation to you. We own all rights in anything created as a result of that feedback (including any changes made to the Website in response to your feedback).

### 7.3. Permission and attribution

Requests for permission to use copyrighted materials developed by the Department or any of its former agencies (the former Department of Fisheries, Department of Agriculture or Department of Regional Development) may be directed to [enquiries@dpird.wa.gov.au](mailto:enquiries@dpird.wa.gov.au). Where the work is not owned by the Department, please contact the original copyright holder.

Unless otherwise stated, when using copyrighted materials developed by the Department, please give attribution as “© State of Western Australia (Department of Primary Industries and Regional Development)”. We also request that you observe and retain any copyright or related notices that may accompany this material as part of the attribution.

If you have modified or transformed the data or derived new material from use of the Department's materials in any way, please give attribution as “Based on Department of Primary Industries and Regional Development material”.

### 7.4. Trademarks

All trademarks and other product and service names and logos displayed on this Website are proprietary to their respective owners and are protected by applicable trademark and copyright laws. The Department reserves all rights in and to this Website including in respect of trademarks and branding. Nothing contained on this Website grants you a licence or right to use any other person or entity's trademark or branding without their express permission.

If you use any of Department trademarks or branding to refer to the Department's activities, products or services, you must include a statement attributing that trademark or branding to the Department.

You must not use any of Department 's trademarks or branding:

- (a) in or as the whole or part of your own trademark or branding or in connection with activities, products or services which are not the Department's; or
- (b) in any manner which may be confusing, misleading or deceptive; or
- (c) in any way that disparages the Department or its information, products, or services (including this Website) in any way.

## **8. PRIVACY AND ELECTRONIC COMMUNICATIONS**

### **8.1. Privacy**

By using this Website, you agree to the collection, use, storage and disclosure of your personal information, in the manner set out in the [Privacy Statement](#). You also agree that we can monitor and review the activities of Website users in the way described in this section.

### **8.2. Electronic Communications**

If this Website contemplates you receiving notifications from the Department of any kind, then you agree that these notifications can be issued to you via electronic communication (including by email, SMS and electronic notifications on or to your mobile device) and agree that any such notifications satisfy all legal requirements for written communication.

### **8.3. Images of People now Deceased**

The Department acknowledges cultural sensitivities surrounding the depiction of deceased members of the Aboriginal people and Torres Strait Islanders communities. While we have made every effort to ensure that only pictures of Aboriginal people and Torres Strait Islanders still living are used on this Website, you acknowledge the Website may contain images of people now deceased. Please advise us if the Website depicts any Aboriginal or Torres Strait Islander who is now deceased.

### **8.4. Information the Department might collect through this Website**

Information may be automatically recorded by this Website's web server for statistical and system administration purposes such as:

- your server address and top level domain name (e.g. .com, .au, .gov);
- the date and the time of your visit to the Website;
- the pages you accessed and downloaded;
- the address of the previous site you visited; and
- the type of browser, operating system and device you are using.

If you use this Website to complete an online form or if you send the Department a message or subscribe to any services or to receive any notifications on this Website, your email address and any other personal information you provide may be maintained on our systems.

Please note there may be additional privacy information relating to specific services provided on the Department's website and these statements will be accessible from the specific applications.

You can generally browse the content of this Website anonymously, without disclosing your personal information. However, some functionality of this Website may require you to input personal details.

If you choose not to provide personal information to the Department where it is required through this Website, we may not be able to provide you with access to certain parts of the Website or to certain content, products and services available on or from the Website or generally from the Department.

### **8.5. How we may use your Personal Information**

Any personal information that is disclosed by your use of this Website or through any other interaction that you may have with the Department will be collected, stored and used by the Department in the manner set out in the [Privacy Statement](#).

By using this Website, you are agreeing that your personal information can be collected stored and used in the way specified.

#### **8.6. Third Party Websites**

Neither the Department nor the State has control over, responsibility for, or liability in respect of, how your information is used or collected by third-party websites. The State and the Department do not endorse or otherwise approve the content, privacy policies or practices of third-party websites that may be linked on this Website.

If you follow a link to another website from this Website, we recommend that you read the privacy statement or policy of that other website to understand what it does with your personal information.

It is your responsibility to source and make your own decisions about the privacy practices of any third party or external websites which you access.

#### **8.7. Website Accessibility**

The Department is committed to providing a website that is accessible to the widest possible audience, regardless of technology or ability. Please let us know if you encounter accessibility barriers. If you need information on our Website provided to you in an alternative format, please contact us at [enquiries@dpird.wa.gov.au](mailto:enquiries@dpird.wa.gov.au).

#### **8.8. Contact us**

If you have any questions relating to the [Privacy Statement](#) or how the Department collects, retains and uses your personal information, please [pris@dpird.wa.gov.au](mailto:pris@dpird.wa.gov.au).