

Native vegetation information management (NVIM) – Terms and conditions of use

Privacy Statement

The Department of Environment, Land, Water and Planning (DELWP) is committed to protecting personal information provided by you in accordance with the principles of the Victorian privacy laws. The information provided will be used to manage user registrations, provide users with information about the Melbourne Strategic Assessment program and update users about any future changes to the NVIM website tools. The department may contact you by phone or email, so please advise us if either of these details change via the NVIM support email address below.

The information users provide will be made available to DELWP. If required, it may be made available to the Commonwealth Department of Environment and Energy, Victorian Planning Authority and Victorian Local Government authorities. If all requested information is not received, DELWP will be unable to process your registration.

Users may access the information provided to DELWP by contacting NVIM.support@delwp.vic.gov.au.

User data

The results, outcomes, analysis, accuracy and validity of the report generated by this website is wholly dependent on the data which the user enters into the website.

The reliability, accuracy, adequacy, completeness, authenticity and correctness of the data which the user enters into the website is the responsibility of the user. If the user enters inaccurate, inadequate, incomplete, unauthentic, incorrect or misleading data then the results, outcomes and analysis in the report generated by this website will not be accurate or valid.

It is not DELWP's responsibility to ensure that the user's data is correct.

The data that the user enters while using the NVIM website tools may be saved in the website or any DELWP system and is retrievable. The data that the user enters into the system will only be retrieved if it

relates to a formal application. Where a user submits a registration, data entered by the user is stored and saved by DELWP.

How we handle emails

We will preserve the content of any e-mail you send us if we believe we have the legal requirement to do so. Your e-mail message content may be monitored by us for trouble-shooting or maintenance purposes or if any form of e-mail abuse is suspected.

Privacy and security statement

We are committed to protecting your personal information consistently with the principles set out in the *Privacy and Data Protection Act 2014*.

If you have any queries about our privacy policy, please contact us at <https://www2.delwp.vic.gov.au/doing-business-with-us/information-privacy>

Terms and conditions of use

These terms and conditions apply to any use of this website. You are advised to read these terms and conditions carefully. If you do not accept these terms and conditions, you must refrain from using the website. If you do accept these terms and conditions, click "I Agree". By doing so, you acknowledge that you have read, understood and accepted these terms and conditions of use.

Terminology

In these terms and conditions, the expressions "we", "us" and "our" are a reference to the Government of the State of Victoria, Australia, acting through the Victorian Department of Environment, Land, Water and Planning (DELWP). A reference to "this website" is a reference to the Native Vegetation Information Management (NVIM) system that references the DELWP owned and managed data and website.

Use of information

Except as set out otherwise in these terms and conditions, you are provided with access to this

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website, the data, information, content, and material on this website **for the purposes of using, reproducing and distributing if it relates to:**

(a) clauses 52.16 and 52.17 of the Victoria Planning Provisions; or

(b) the 'Guidelines for the removal, destruction or lopping of native vegetation'; or

(c) any of the approvals under section 146B of the *Environment Protection and Biodiversity Conservation Act 1999* (Cth), for the Melbourne Strategic Assessment program dated 8 July 2010, 5 September 2013 or 11 September 2014; or

(d) the 'Biodiversity Conservation Strategy for Melbourne's Growth Corridors' (DEPI, June 2013); or

(e) the 'Habitat compensation under the Biodiversity Conservation Strategy' (DEPI, August 2013)

however, except for the purposes stated above, you may not without our written permission, commercialise, on-sell or rebadge information or data obtained from this website, or in any way represent that the information is from any source other than DELWP. Should you wish to apply for permission to use the data or the website for commercial purposes, other than those purposes outlined above, you may contact us at nativevegetation.support@delwp.vic.gov.au. Permission may be given or withheld by us at our absolute discretion subject to any terms and conditions that we think fit.

Copyright and intellectual property

Copyright in the website, logos, database, data, information, content, and material resides with us.

We are responsible for maintaining and updating the database and distributing the data and material through the database. Users are responsible for their own data.

In any permitted reproduction, distribution or publication of the data in accordance with these terms and conditions, the user must include a citation which attributes the source of the data and the date the data was accessed, as follows: Data Source: Native Vegetation Information Management system, © The State of Victoria, Department of Environment and Primary Industries (accessed [month, year]). For

the purposes of these terms and conditions, Intellectual Property means all copyright, patents and all rights in relation to inventions (including patents), registered and unregistered trademarks (including service marks) and registered designs, trade secrets and know-how, all rights under the *Circuit Layouts Act 1989* (Cth), and all other intellectual or intangible property.

Disclaimer

We will ensure that the website, information, data and content is valid and verified however, we give no assurances as to the reliability, accuracy, adequacy, completeness or authenticity of the website or to any information, data or content contained in the website.

In no event will we, our agents, instrumentalities and employees be liable or responsible for the reliability, accuracy or authenticity of the information, data or content that is contained in or appears on the website.

The content and information is provided on the basis that it is the responsibility of all persons accessing the website to assess and make their own decision about the accuracy, currency, reliability, relevance and correctness of the information, data and content found on the website.

DELWP reserves the right to amend, delete or change the website or any information, data or content contained in the website at any time at its absolute discretion.

There is no warranty that the site will be free of infections by viruses or any other manifesting, contaminating or destructive properties.

You acknowledge that the website and the data may contain errors and omissions and you use the website and the data at your own risk.

The views, information, data and opinions expressed on this website do not necessarily reflect our views, or have our endorsement, or indicate DELWP's commitment to a particular course of action. This website may be of assistance to you but we and our employees do not guarantee that the website is without flaw of any kind or is wholly appropriate for your particular purposes.

We do not guarantee that this website will be available for use at all times. The website may be

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offline at any time at our absolute discretion. We reserve the right to shut down this website at any time, for any reason at our absolute discretion without notice.

DELWP will not be liable or responsible to the user in contract, in tort (including negligence), under statute, by cross claim or otherwise, in respect of any loss, damage, injury, claim, action or expense (including legal expense) or other consequence including but not limited to consequential or indirect loss or damage, loss of profit or anticipated profit, business interruption losses, production losses or loss of revenue which any user suffers as a direct or indirect result of the use of or reliance on the website, any linked website, the information, data or content contained in or entered into the website, the performance of the website, any delay in performance or its non-performance, any infections by viruses or any other manifesting, contaminating or destructive properties, or any error (whether negligent or not) in connection with the website.

Obtaining a report from this website does not guarantee that an application will meet the requirements of Clauses 52.16 or 52.17 of the Victoria Planning Provisions or that a permit to remove native vegetation will be granted.

Notwithstanding anything else contained in this website or the report obtained from this website, you must ensure that you comply with all relevant laws, legislation, awards or orders and that you obtain and comply with all permits, approvals and the like that affect, are applicable or are necessary to undertake any action to remove, destroy or lop or otherwise deal with any native vegetation or that apply to matters within the scope of Clauses 52.16 or 52.17 of the Victoria Planning Provisions and the Guidelines for the removal, destruction or lopping of native vegetation.

Any fee estimate, estimate of habitat compensation obligations on which the fee estimate is based or estimate of land security obligations is provided for indicative purposes only. An estimate is not an invoice. No claim or representation is made as to the final obligations in respect of a parcel of land. Information concerning the fee estimate, habitat compensation and land security obligations should not be relied on for any purpose other than to provide an indicative estimate of the fees, habitat compensation and land security obligations that might apply to a parcel of land at the time of the issue of the information only. Parcel boundaries, fees and habitat compensation and land security

obligations shown may be subject to change. The estimate of fees and extent of habitat compensation and land security obligations for a parcel of land produced by NVIM may be incomplete in some cases.

Warnings

You must take your own precautions to ensure that the process which you employ for accessing this website does not expose you to the risk of viruses or other form of interference which may damage your own computer system. For the avoidance of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your accessing of this website or any linked website.

You will ensure that the information and data you provide does not contain any viruses, infections, Trojan horses, worms, time bombs, cancelbots any other manifesting, contaminating or destructive properties or other computer programming routines that may damage, adversely interfere with, surreptitiously intercept or expropriate any system, data or personal information. You also must not input misleading, incorrect, false, obscene, offensive or explicit user names or other information, details or data into the website.

Data, content and information in the website is regularly updated. Users should make sure they are using the most up to date information by checking the website.

These terms and conditions contain the entire understanding between the parties (DELWP and the user) as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this document and have no effect.

Any provision of these terms and conditions which is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and, if that is not possible, the provision shall, to the extent that it is capable, be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions.

Linked websites

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This website may contain links to linked websites. Those links are provided for convenience only and may not remain current or be maintained.

We are not responsible for the content or privacy practices associated with linked websites.

Our links to linked websites should not be constructed as any endorsement, approval, recommendation, or preference by us of the owners or operators of those linked websites, or for any information, graphics, materials, products or services referred to on those linked websites.

Security of information

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

Data and systems integrity

You acknowledge that we will not be responsible for any corruption or failed transmission of any information attributable to your computer system or to the system or any act or omission of your Internet Service Provider.

You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the service or this site.

You acknowledge that:

1. access to the service or our website:
 - (a) may not be continuous, uninterrupted or secure at all times;
 - (b) may be interfered with by factors or circumstances outside of our control;
2. the website may be offline at any time at our absolute discretion; and
3. we reserve the right to shut down this website at any time, for any reason at our absolute discretion without notice.

Indemnity

You agree to indemnify us including our agents and employees against any claim, demand, costs, losses, expenses (including legal expense) or damages, which we suffer due to, or arising out of or in connection with, your breach or failure to comply with these terms and conditions or your infringement of any rights of a third party.

Termination of access

We reserve the right to control access to the website. We may refuse any user entry to the website and may terminate any user's access to the website at any time for any reason without notice. Without limiting the foregoing, we reserve the right to cancel the access of individual users who are in breach of any of these terms and conditions, or who refuse to accept any alteration to the terms and conditions (including, without limitation, the reclassification of free reports so that they become the subject of a charge). Our disclaimer will survive any such termination.

Compliance with laws and policies

We will comply with all laws applicable to this service. You will comply with all laws that apply to you in relation to your use of the website or your use of the information, data or content contained in the website.

Governing law

These terms and conditions are governed by the laws in force in the State of Victoria, Australia.

Variations

We reserve the right to amend and vary these terms and conditions at our absolute discretion without the need to provide you with any notice.

Cookies

This website uses 'cookies' (small data files) that are sent to your web browser. Cookies may give the server information about a computer's identity and website visiting patterns and preferences but do not collect personal information.

Some interactive features utilise cookies to establish a unique link between your browser and our service to enable delivery of the service. Once you have



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finished your visit the cookie is removed from your browser. No personal information is collected or maintained through the use of the cookie.