



August 2017

Deed for LANDATA® Conditions of Use

LANDATA®'s Land Index is a vital tool for the efficient operation of the conveyancing and title searching industries. It is clearly impacted by the requirements of the privacy legislation. To guard against possible misuse of the information obtained from the Land Index, a deed of use is required by your provider on the behalf of LANDATA®.

All LANDATA® clients and the clients of LANDATA®'s on-line brokers who require Land Index search functions need to enter into a deed.

You need to sign the deed to get access to the LANDATA® Land Index search functions, **once you have signed the deed, please return the deed to your provider.** The aim is to ensure that industry can operate effectively, whilst no inappropriate use of the facility occurs.

The signatory of the deed must be the person in the organisation who is authorised to enter into contracts on behalf of that organisation. They must also ensure that users within that organisation adhere to the conditions of the deed.

LANDATA® and LANDATA®'s on-line brokers will maintain:

- a register of deeds for their respective customers;
- confidentiality of the deeds, but will release details of the users if required by law; and
- an audit trail of transactions for an extended period, and will release details of the users of a particular search, if required to do so by law, in the case of a name search, the subject of the search.

Please consider your need for access to the LANDATA® Land Index search functions and review the provisions of the deed before executing.

Yours sincerely



Anne-Maree Snelling
Manager LANDATA®

Privacy Statement

Any personal information about you or a third party in your correspondence will be protected under the provisions of the Privacy and Data Protection Act 2014. It will only be used or disclosed to appropriate Ministerial, Statutory Authority, or departmental staff in regard to the purpose for which it was provided, unless required or authorised by law. Enquiries about access to information about you held by the Department should be directed to the Privacy Coordinator, Department of Environment, Land, Water and Planning, PO Box 500, East Melbourne, Victoria 8002

Schedule 5 Deed for LANDATA® Conditions of Use

This deed poll is made by the person or entity whose name and address are set out below (**You**) in favour of the Crown in right of the State of Victoria (**State**).

Background

- A. The State provides electronic access to certain licensed material relating to land titles, land dealings, or water shares in the State of Victoria which includes, amongst other things, the Land Index, through its licensees or customers of the licensees.
- B. You have entered into an agreement with one such licensee (**Licensee**), or a customer of such licensee (**Customer**), for electronic access to the certain licensed material, including the Land Index.
- C. The Licensee or Customer (as applicable) is authorised by the State to provide You with access to the Land Index provided that You comply with the terms and conditions contained in this deed poll.

You declare as follows

1. What are your obligations regarding confidentiality and copying?

1.1 You agree that if information contained in the Land Index has been disclosed to You under the agreement between You and the Licensee or Customer (**Relevant Agreement**) (by means of electronic access or any other means) then (subject to this deed poll):

(a) You will treat that information as confidential; and

(b) You will not disclose that information other than for Authorised Purposes,

provided that nothing in this deed poll will be interpreted to restrict You in the use of information which has not been derived from the Land Index. Such information not derived from the Land Index but obtained from the Licensed Material can only be used in accordance with the Relevant Agreement.

1.2 You will not copy or reproduce any information disclosed to You under clause 1.1, and will take all reasonable precautions to prevent your employees, agents, or contractors from accessing or copying the information, unless:

(a) the copying or reproduction is for Authorised Purposes;

(b) the State has approved in writing the copying or reproduction; or

(c) all persons to which that part of the Land Index relates have given written consent to such copying or reproduction.

2. What if there is a breach of this deed poll?

2.1 If there is a breach of any provision of this deed poll and the State or the Licensee or Customer with whom You have entered into the Relevant Agreement provides You with written notice of that breach, You must remedy that breach within fourteen days of receipt of the notice.

2.2 If the breach is not remedied within 14 days, the State or the Licensee or Customer with whom You have entered into the Relevant Agreement may by written notice

terminate your rights of access to and use of the Land Index, but your obligations under clause 1 will continue to apply.

- 2.3 You acknowledge and agree that the State may (through its relationship with the Licensee or Customer) alter the scope and/or nature of information available for disclosure to You under clause 1.1 to the extent necessary to comply with any decision (including any order, direction or compliance notice) of the Victorian Information Commissioner or any determination, direction or order of the Victorian Civil and Administrative Tribunal or any court of law.

3. **Applicable Laws**

This deed poll is governed by the laws of the State of Victoria.

4. **How are certain words defined and how is this document interpreted?**

In this deed poll

(a) **Authorised Purpose** means:

- (i) dealings with interests in land authorised by law;
- (ii) a purpose directly related to such dealing (such as preparing and providing vendor statements as required by law) provided the purpose is not contrary to any law; or
- (iii) an enquiry relating to land or the ownership of land recorded in the Register provided the enquiry or the purpose of the enquiry is not contrary to any law,

but does not mean, and excludes:

- (iv) data aggregation, data matching, data analysis or data mining (whether through manual analysis or automated “big-data” type analysis), direct marketing, compilation, updating or verification of mailing lists, list brokering or any related purpose except to the extent that such activity is required by law (including any obligation under a court order).

- (b) **Land Index** means an electronic cross reference table listing registered proprietors, title particulars, parcel and property identifiers of properties located in the State of Victoria maintained by the State;
- (c) **Register** has the meaning given to it in section 4 of the *Transfer of Land Act 1958* (Vic);
- (d) **You** includes your successors and assigns.

In this document, the following rules of interpretation apply:

- (e) the singular includes the plural and vice versa;
- (f) terms importing natural persons include partnerships and bodies corporate;
- (g) other grammatical forms of defined words or phrases have corresponding meanings; and

(h) where You comprises two or more persons, the provisions of this document bind each party individually as well as together.

You: _____

Address of You: _____

Dated _____ 20

EXECUTED AS DEED POLL by You in favour of the State of Victoria and delivered on the date shown above.

Delete the execution clause that is not applicable.

[Sole Trader]

Signed Sealed and Delivered)
by the person named in the)
Schedule in the presence of:)
(Signature)

.....
(Signature of Witness)

.....
(Name of Witness)

OR

[Company]

Signed Sealed and Delivered by)
)
.....)
in accordance with s127 of the)
Corporations Act 2001)

.....Director Name.....
(Signature) (Block letters)

.....Director/Secretary Name.....
(Signature) (Block letters)

OR

[Partnership]

Signed Sealed and Delivered)
by [])
trading as [])
in the presence of:)
(Signature)

.....
(Signature of Witness)

.....
(Name of Witness)

OR

[Government Department]

Signed Sealed and Delivered by)
)
a duly authorised officer of the)
Department of [])
for and on behalf of the)
[insert state] in the presence of:)

.....
(Signature of Witness)

.....
(Signature)

.....
(Name of Witness)