



*Electronic Plan Lodgement*

# EPL Terms and Conditions

## 1. Definitions

"Business Day" means any day that is not a Saturday or Sunday or a public holiday in South Australia;

"EPL System" means this internet based electronic system facilitating the lodgement of plans with the LTO;

"Fee" means the fee payable by you in respect of your Lodgement;

"Land Services SA" means Land Services SA Operating Pty Ltd ACN 618 229 815 as trustee for the Land Services SA Operating Trust ABN 86 836 650 939, trading as Land Services SA, in its capacity as principal and, to the extent that it provides any services as delegate or agent of the State, in its capacity as delegate or agent (as the case may be) of the State;

"Lodgement" means the submission of an application to lodge a plan or plans with the LTO using the EPL System that is subsequently acknowledged by a record of receipt from the LTO;

"LTO" means the Lands Title Office, a division of the Department of Planning, Transport & Infrastructure, an administrative unit of the State;

"State" means the Crown in Right of the State of South Australia and includes its agents, employees, officers and subcontractors;

"Terms and Conditions" means these terms and conditions governing your use of the EPL System;

"we", "us" and "our" means Land Services SA, and includes its agents, employees, officers and subcontractors; and

"you" and "your" means a person or entity wanting to or having made a Lodgement with the EPL System.

## 2. Formation and Acceptance

2.1 You may only use the EPL System if you accept these Terms and Conditions, and any use of the EPL System indicates such an acceptance.

2.2 The EPL System enables you to:

- a) prepare and lodge plans with the LTO electronically via the Internet;
- b) to pay the Fee for a Lodgement; and
- c) to enquire as to the status of your Lodgement after its submission.

2.3 We may amend the Terms and Conditions at any time, however the Terms and Conditions in effect at the time of your Lodgement will apply to that Lodgement.

2.4 The EPL System includes links to other websites operated by government bodies, non-government organisations and individuals. These linked sites will have their own terms and conditions of use and you should familiarise yourself with these.

### 3. Using the EPL System

3.1 To use the EPL System you are required to provide certain documentation and information.

3.2 You agree to supply us with this information (as specified on the site), and, upon request, with any other information that we may reasonably require to allow us to process and assess your Lodgement.

3.3 You agree that you are solely responsible for the accuracy and completeness of all the information and documentation you provide in connection with your Lodgement, and that we are under no obligation to seek or obtain any missing information.

3.4 You agree that you will not send or lodge any material on the EPL System that is defamatory, libellous, hateful, discriminatory, obscene, pornographic or similarly illegal, immoral or offensive, and agree that you will be solely responsible for any consequences that are connected with the sending or Lodgement of any such material.

3.5 You:

- a) agree that you have a right to provide us with all information required to complete a Lodgement;
- b) grant us a perpetual, world wide, non-exclusive, royalty free, sub- licensable licence to use all such information in order for us to provide you with the EPL System and to assess your Lodgement;
- c) warrant that you are fully authorised to provide such a licence;
- d) warrant that you are not breaching the intellectual property rights of any third party in providing us with this information or the above mentioned licence;
- e) warrant that if you use any digital signature in connection with your Lodgement that you are authorised to use that digital signature in the manner used; and
- f) consent to any personal information to be used by the State in accordance with section 5.

3.6 You acknowledge that neither we nor the State is responsible for any:

- a) loss (whether in transit or otherwise) of any information or document supplied by you as part of your Lodgement;
- b) error or delay in the assessment of your Lodgement;
- c) failure to assess your Lodgement;
- d) failure to notify you of a decision in relation to your Lodgement;
- e) error in any title search made in relation to your Lodgement; or
- f) incorrectly assessing the Lodgement as a result of any inaccurate or incomplete information or documentation provided by you.

3.7 We are entitled to refuse to process your Lodgement at any time for any legitimate reason.

3.8 You acknowledge and agree that the State owns all intellectual property rights in the EPL System as well as in any data or plan produced by it or Land Services SA in connection with the EPL System.

## 4. Fee and Payment

4.1 No Lodgement will be processed until you pay the relevant Fee.

4.2 Fee payment is via an approved credit card or by pre-arranged direct debit authority.

4.3 A tax invoice will be created during the payment process, and thereafter displayed to signify the successful completion of the payment.

4.4 You acknowledge and agree that it is your responsibility to pay the Fee and to ensure that sufficient credit is available in your nominated direct debit account for this purpose, and that where a payment is declined, your Lodgement will not be further processed.

4.5 You acknowledge that you will be charged the Fee in relation to your Lodgement even if you have provided inaccurate or incomplete information, or in the event that your Lodgement is not processed as envisaged.

4.6 In certain limited circumstances (eg where Fees have been over paid due to subsequent changes in the fundamental composition of the Lodgement) there may be some refund of Fees. The State will nonetheless retain a portion of the Fee for administration in respect of all Lodgements, and that any decision as to any degree of refund will be made in the Registrar's absolute discretion. Any applications for a refund of Fees should in the first instance be directed towards the helpdesk.

## 5. Privacy and Security

5.1 You consent to the collection and use, in accordance with this clause, of the information collected and the information provided in using the EPL System. Information collected will include: your Internet Protocol address, the date and time of the visit to the site, pages accessed and documents downloaded and uploaded, the previous site visited and the type of browser used. No attempt will be made to identify you or your browsing activities, except in the unlikely event of an investigation where a warrant held by a law enforcement agency entitles the agency to inspect our service provider's logs.

5.2 You warrant that, where any personal information is provided by you as part of a Lodgement, the relevant individuals have consented to your disclosure of that information, and its collection and use in accordance with this clause.

5.3 The EPL System is operated in compliance with our Privacy Policy, a copy of which can be obtained at Privacy Policy.

5.4 You should note that there are inherent risks associated with transmission of information via the Internet. You should make your own assessment of the potential risks to the security of your information when making a decision as to whether or not you should utilise the EPL System. Plans can be lodged with the LTO in person if you do not wish to use the EPL System.

5.5 Personal information provided by you as part of a Lodgement may form part of public registers or other publicly available documents, as necessary or appropriate to meet legislative requirements.

5.6 Personal information may be made available to State agencies in order to assess your Lodgement, or otherwise allow them to carry out their functions, conduct their operations, perform their obligations, or undertake governmental activities. These agencies will be required to comply with the State's Information Privacy Principles, a copy of which can be obtained at [www.archives.sa.gov.au/privacy-statement](http://www.archives.sa.gov.au/privacy-statement).

- 5.7 The EPL System requires all participants, including applicants or their agents, to be registered in the EPL System in order to complete a Lodgement. An e-mail address is required for all registered EPL System users to allow electronic communication. E-mail addresses are stored in a secure area within the EPL System and will not be used for any other purpose nor disclosed without your consent.
- 5.8 Notwithstanding our efforts to ensure that the EPL System is secure, you acknowledge that all electronic and telephonic data transfers are potentially susceptible to interception by others. We cannot, and do not, warrant that data transfers utilising the EPL System, or electronic mail transmitted to and from you, will not be monitored or read by others.
- 5.9 We may issue instructions from time to time intended to ensure the security of the EPL System. You agree to comply with those instructions.
- 5.10 When you click on a link and leave the EPL System you will no longer necessarily be protected by the EPL System privacy conditions outlined in this clause.

## 6. Availability

- 6.1 You acknowledge that access to the EPL System may not be continuous, uninterrupted or secure at all times and may be interfered with by factors or circumstances outside of our control.
- 6.2 You acknowledge that the EPL System may not be error free, and that electronic information provided by you may be lost or corrupted. We do not warrant the accuracy, adequacy or completeness of any material on the EPL System.
- 6.3 You acknowledge that the EPL System may require new releases of its application from time to time.

## 7. Liability

- 7.1 Subject to any responsibilities implied by law that cannot be excluded, neither Land Services SA nor the State is liable to you for any loss, damage (including consequential and punitive damage), claim, liability, expense (including legal and settlement costs) whatsoever arising out of or attributable to any content, services or other material or loss or corruption of documents or information provided by you on the EPL System whether in contract, tort, statute or otherwise.
- 7.2 If the law implies any liability which cannot be excluded as stated in the previous clause, to the extent permissible by law, the aggregate liability of Land Services SA and the State in connection with your use of the EPL System is limited, at the exclusive option of Land Services SA and the State, to:
- 7.2.1 the supply of the services again; or
  - 7.2.2 the payment of the cost of having the services resupplied or repaired.
- 7.3 Without limiting our rights referred to in the preceding subclauses, we will not be liable for any failure to perform our obligations if such failure arises from such circumstances reasonably beyond our control, including fire, flood, earthquake, acts of God, terrorism, civil disorder, rebellion, revolution, communication line failures, system failures or any change of law which makes compliance with the affected party's obligations under these Terms and Conditions illegal.

## 8. Indemnity

You agree to indemnify and to hold us harmless from any claim or demand, made by any third party due to, or arising out of or in connection with, your breach of these Terms and Conditions or your infringement of any rights of a third party.

## 9. Notices

9.1 We may give any notice or other type of communication to you in connection with your Lodgement:

- a) by electronic mail to the most recent mail address that you have notified to us;
- b) by making the notice available for access on the EPL System; or
- c) by ordinary prepaid mail to your last notified address given to us.

9.2 Any notice given by us is deemed given:

- a) at the time when an electronic mail is sent by us;
- b) on making the notice available for access on the EPL System for display to you; and
- c) two (2) Business Days after we post the notification to you.

9.3 It is your responsibility to ensure that you advise us of all current address and contact details, and you agree to advise of us of any changes to these details.

## 10. General

10.1 You acknowledge that all information contained in the EPL System is subject to change without notice.

10.2 You agree to comply with all laws that apply to you in relation to your use of the EPL System.

10.3 You acknowledge and agree that as a registered user of the EPL System, that where any other person accesses the EPL System on your behalf (including your agents, subcontractors and staff), that you will be bound by and responsible for any act or omission made under your log in.

10.4 You acknowledge that these Terms and Conditions are governed by, and are to be construed in accordance with, the laws of the State of South Australia. You submit to the non-exclusive jurisdiction of the State of South Australia.

10.5 If any provision of these Terms and Conditions is held to be invalid or unenforceable that provision:

- a) may be read down to the extent necessary to make it valid and enforceable; or
- b) may be severed and the remaining provisions of the Terms and Conditions enforced.

10.6 The headings in these Terms and Conditions are for reference purposes only and in no way define, limit, construe or describe the scope or extent of any provision of these Terms and Conditions.



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