

TasWater Data Supply Agreement

Digital Data Licence Agreement and Conditions between:

- Tasmanian Water and Sewerage Corporation Pty Ltd ACN 162 220 653 (“**TasWater**”)
- and the receiver of this digital data (“**You**”).

If you do not accept these conditions of use outlined below please remove the digital data supplied from your system.

By receiving and using this digital data supplied you indicate your acceptance of the following conditions of use:

1. The digital “data” is defined as follows:
 - a. Water and sewerage asset infrastructure owned and operated by TasWater.
2. The data is supplied ‘as is’ and has the following characteristics:
 - a. The horizontal datum used is the Geocentric Datum of Australia 1994 (GDA94)
 - b. The vertical datum used is the Australian Height Datum (Tasmania) 1983 (AHD83)
 - c. The map projection used is Map Grid of Australia Zone 55 (MGA Zone 55)
 - d. The data is only as current as the date it was supplied.
3. The data is made available via Creative Commons Attribution-NonCommercial 3.0 Australia Licence (CC BY-NC 3.0 AU) (<https://creativecommons.org/licenses/by-nc/3.0/au/>).
4. Using this data does not waive your obligation to consult with TasWater regarding any planning decision, nor does it waive your obligation to use Dial Before You Dig (“DBYD”) Services.
5. You will take all reasonable steps to ensure that the data is maintained in a secure manner such that is free from third party access or interference.
6. You will not modify, adjust, distort, or otherwise change the data in a way that would substantially affect the interpretation of the data.
7. Due to the nature and age of TasWater’s infrastructure, the completeness and accuracy of TasWater’s asset information is not guaranteed or warranted. The asset information is indicative only, subject to onsite verification and should only be used as a guide.
8. You will notify TasWater of any discrepancy, error, or inaccuracy detected in the supplied data, particularly where it is compared to digital spatial data from other sources.
9. You will appropriately label and symbolize the data in any product to ensure that the data is clearly and unambiguously represented.
10. The data is provided on the condition that your acceptance of the data constitutes an acknowledgement by you that, while TasWater has made every effort to ensure that the

data is correct, errors or omissions may be present. TasWater makes no representation as to the accuracy or completeness of the data and you agree that TasWater will not be liable to you or to anyone else in respect of any losses which result in any way from any inaccuracy or incompleteness in the data.

11. TasWater regularly modifies information and extends assets, and any new information may not be included on the data provided.

12. You will appropriately acknowledge all maps, reports and other products with the following wording:

The representation of the TasWater assets shown on this map was derived from data supplied by TasWater. TasWater makes no representation as to the accuracy or completeness of the assets shown on this map.

13. Prior to any field works in the vicinity of TasWater assets, any person, contractor or organisation (third party) seeking to undertake a project of a nature that will impact on TasWater's underground services must either:

- a. Dial 1100 (Dial Before You Dig) or
- b. Go to www.1100.com.au

and place a request for all DBYD registered services to respond with details of location of their services with respect to the project site (this service is provided free to the requester). TasWater as a member of DBYD will respond directly to you within 48 hours with information regarding any of its assets within the described work area.

14. Either party may terminate this agreement in writing at any time. If this agreement is so terminated, you will ensure that you completely remove the data from your live and/or back-up systems.

15. This agreement may not be construed as granting you any licence or other proprietary right in relation to the data. You acknowledge that all ownership and property rights associated with the data remain with TasWater.

16. If you breach your obligations under this agreement you acknowledge that damages may not be an adequate remedy for the breach and that TasWater may seek an injunction to prevent the disclosure of data.

17. You indemnify TasWater and its related bodies corporate and agents against all costs, expenses, damages, liabilities or losses (including without limitation any liability to a third party and legal costs on a solicitor and client basis) that TasWater, its related bodies corporate and agents incur as a result of a breach by you, or your agents (including without limitation the Contractors) or your related bodies corporate or their agents (including without limitation to the Contractors) of your obligations under this agreement.

18. You may not assign or otherwise transfer any or all of your rights out of this agreement without TasWater's prior written consent.