



# PLANDATA™ SERVICE – DUAL OCCUPANCY DWELLINGS IN RESIDENTIAL ZONES

## APPLICATION FORM & TAX INVOICE

### A. SUBSCRIBER DETAILS (new subscriber or existing subscriber - please tick ✓ one box)

Name: .....	ACN/ABN (if applicable): .....
Business Address: .....	
Contact Name: .....	Position: .....
Telephone: ( ) ..... Facsimile: ( ) ..... Contact E-mail: .....	

### B. SUBSCRIPTION DETAILS

**Step 1** – select Local Government Areas (LGAs) for which you require PLANDATA™ Reports for planning controls for single residential development in residential areas (tick box(es) ✓):

- |   |   |                                      |                                      |
|---|---|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> Ashfield       | <input type="checkbox"/> Canterbury         | <input type="checkbox"/> Ku-ring-gai | <input type="checkbox"/> Ryde        |
| <input type="checkbox"/> Auburn         | <input type="checkbox"/> City of Canada Bay | <input type="checkbox"/> Lane Cove   | <input type="checkbox"/> Strathfield |
| <input type="checkbox"/> Bankstown      | <input type="checkbox"/> Fairfield          | <input type="checkbox"/> Liverpool*  | <input type="checkbox"/> Sutherland  |
| <input type="checkbox"/> Blacktown*     | <input type="checkbox"/> Gosford            | <input type="checkbox"/> Manly       | <input type="checkbox"/> The Hills*  |
| <input type="checkbox"/> Blue Mountains | <input type="checkbox"/> Hawkesbury         | <input type="checkbox"/> Parramatta  | <input type="checkbox"/> Warringah   |
| <input type="checkbox"/> Botany         | <input type="checkbox"/> Holroyd            | <input type="checkbox"/> Penrith*    | <input type="checkbox"/> Waverley    |
| <input type="checkbox"/> Burwood        | <input type="checkbox"/> Hornsby            | <input type="checkbox"/> Pittwater   | <input type="checkbox"/> Willoughby  |
| <input type="checkbox"/> Camden*        | <input type="checkbox"/> Hunters Hill       | <input type="checkbox"/> Randwick    | <input type="checkbox"/> Wollongong  |
| <input type="checkbox"/> Campbelltown*  | <input type="checkbox"/> Hurstville         | <input type="checkbox"/> Rockdale    | <input type="checkbox"/> Wyong       |
|   | <input type="checkbox"/> Kogarah            |                                      |                                      |

\* Council areas with State Policies



## TERMS AND CONDITIONS

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions and the Application Form, the following words and phrases have the following meanings:

“**Application Form**” means the PLANDATA™ Service application form completed by You.

“**GST**” means the tax imposed by the “*A New Tax System (Goods and Services Tax) Act 1998*”, or any similar tax.

“**LGA**” means Local Government Area.

“**Our Intellectual Property**” means copyright, know-how, trade marks, trade names and business names owned by Us or associated with the PLANDATA™ Service.

“**PLANDATA™ Service**” means the service of providing, in accordance with these Terms and Conditions, the PLANDATA™ Reports ordered and paid for by You.

“**quarter**” means a period of 3 calendar months commencing on 1 January, 1 April, 1 July and 1 October in each calendar year.

“**Us**” “**We**” and “**Our**” means or refers to Planning Outcomes Pty Limited (ABN 98 088 571 724)

“**You**” and “**Your**” means the subscriber named in the Application Form.

1.2 In these Terms and Conditions, unless the contrary intention appears:

(a) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings; and

(b) reference to a statute, ordinance, code or other law includes regulations, directions and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them from time to time.

### 2. PLANDATA™ Service

2.1 The PLANDATA™ Service:

(a) includes a summary of key minimum planning controls for single dwellings in residential areas published by the relevant consent authorities as at the date of the relevant PLANDATA™ Report;

(b) does not include information contained in state or regional planning instruments;

(c) does not include any listing of heritage items;

(d) does not purport to exhaustively cover information relevant to land planning requirements;

(e) does not include or constitute professional advice; and

(f) is not a telephone or general advice service.

2.2 You acknowledge that:

(a) to determine all planning instruments and controls applicable to a development site, a certificate under section 149 of the Environmental Planning and Assessment Act 1979 should be obtained from the relevant consent authority;

(b) compliance with applicable Local Environmental Plan(s) and Development Control Plan(s) does not guarantee approval of a development by the relevant consent authority; and

(c) the PLANDATA™ Service does not purport to be a service created by any consent authority or to be endorsed by any consent authority.

(d) PLANDATA™ Reports are based on information supplied by the relevant consent authorities. We take no responsibility for errors, omissions or any ambiguity in the source documents.

### 3. Subscription

3.1 If You have paid the relevant subscription fees, We will send You the PLANDATA™ Reports for the LGAs You have ordered in the Application Form. Subscription fees are payable on an annual basis.

3.2 Your first order of PLANDATA™ Reports will generally be dispatched within 2 working days of Our receipt of your duly completed Application Form and payment. The PLANDATA™ Reports issued upon Your initial order will be the latest version at the date of dispatch of the relevant PLANDATA™ Report for the selected LGA.

3.3 During the annual subscription period in respect of which you have paid subscription fees in respect of PLANDATA™ Reports for a LGA, updated PLANDATA™ Reports for such LGA(s) will be dispatched to You within 1 month of the beginning of the relevant quarter. PLANDATA™ Reports will include changes approved and published by the applicable authority during the relevant quarter.

3.4 You may not cancel all or part of Your annual subscription, or substitute the LGAs in respect of which You have subscribed. A new subscription fee is payable if You require PLANDATA™ Reports for any LGAs in respect of which You are not already subscribing. Prior to the end of each annual subscription period, We may contact you to ask whether You would like to renew Your subscription.

3.5 The PLANDATA™ Reports will be made available as 'pdf files and/or Winzip archives containing pdf files. Opening of pdf files requires the installation of Adobe Acrobat Reader, and opening of Winzip archives requires the installation of Winzip. Free copies of these software programs can be downloaded from the [Adobe Acrobat Reader](#) and [Winzip](#) sites. We have provided these links from Our web site ([www.planningoutcomes.com.au](http://www.planningoutcomes.com.au)) for your convenience, but We do not endorse any of these products. PLANDATA™ Reports in electronic form may require the use of a password to open. If so, a password will be issued to You and You must keep this password strictly confidential.

### 4. Your Obligations

4.1 You agree that You will:

(a) use the PLANDATA™ Service solely for the purpose of assisting Your employees in the operation of Your business;

(b) not create any derivative work of anything provided to You as part of the PLANDATA™ Service and not pass any part of, or any information included in the PLANDATA™ Service to any other person;

(c) not make a copy (or derivative work) of Our Intellectual Property or anything provided to You as part of the PLANDATA™ Service;

(d) not make available any of Our Intellectual Property, or anything provided to You as part of the PLANDATA™ Service, to any third party (including, without limitation, to any third party who may provide drafting or design services to You or to whom you may provide such services);

(e) no more than 100 days after the date of a PLANDATA™ Report, destroy the original and all copies (or derivative works) of such items, and delete all such Reports from electronic or other storage media;

(f) maintain the strict confidentiality of all information You receive as part of the PLANDATA™ Service;

(g) immediately notify Us by facsimile communication (02 9411 5284) if at any time You learn or have reason to know that the PLANDATA™ Service is being or will be used in an unauthorised manner or by an unauthorised person;

(h) not disclose any security password or security information provided to you in relation to the PLANDATA™ Service; and

(i) not use PLANDATA™ Reports to provide advice to third parties.

## **5. Intellectual Property**

You agree that all rights to Our Intellectual Property are and will remain Our property and that You will not obtain by virtue of these Terms and Conditions (or otherwise) any right to Our Intellectual Property. You agree not to use or disclose Our Intellectual Property other than as authorised by these Terms and Conditions.

## **6. Confidentiality**

All information provided by Us under these Terms and Conditions is confidential to Us and You must not disclose it to any person except to Your employees for the purposes authorised hereunder.

## **7. Term and Termination**

7.1 Notwithstanding anything contained in these Terms and Conditions, if We have cause to believe that You may be in breach of a any obligation, We may, in Our sole discretion, discontinue (permanently or temporarily) Your access to the PLANDATA™ Service without prior notice.

7.2 Notwithstanding anything contained in these Terms and Conditions, where We have cause to believe that You have been directly or indirectly involved in, or connected with, whether through associates or otherwise, the improper use or disclosure of PLANDATA™ Reports, We may, in Our absolute discretion discontinue the provision of further PLANDATA™ Reports to You.

7.3 If either party defaults in the performance of or compliance with any term or condition of these Terms and Conditions and the default is not cured within thirty (30) days after notice thereof to the defaulting party, the party giving the notice may then give further notice to the other party terminating these Terms and Conditions, in which event these Terms and Conditions will terminate on the date specified in the further notice.

7.4 Any termination of these Terms and Conditions shall be without prejudice to any rights which may have accrued up until the time of termination. You will not be entitled to any refund of subscription fees where termination or discontinuance of the PLANDATA™ Service is not due to Our breach of these Terms and Conditions.

7.5 Upon termination of these Terms and Conditions, You shall immediately cease use of PLANDATA™ Reports and Our Intellectual Property and shall immediately destroy the original and all copies (or derivative works) of PLANDATA™ Reports and Our Intellectual Property, and delete all such Reports and Intellectual Property from electronic or other storage media.

7.6 We may terminate the supply of the PLANDATA™ Service to You at any time without cause, whereupon Our sole liability to You will be a pro rata refund of any annual subscription fee paid. The calculation of any pro rata refund will be based on the number of quarters within the relevant annual subscription period in respect of which updates have not been issued to You at the date of termination.

## **8. Liability and Indemnities**

8.1 Subject only to all rights and remedies which are provided pursuant to the Trade Practices Act 1974 and any similar relevant State or Commonwealth legislation which cannot be excluded, restricted or modified, We give no warranty and make no representations whatsoever in relation to the PLANDATA™ Service, whether in regard to the quality of the PLANDATA™ Service, its

fitness for any particular purpose or its compliance with any description, and any conditions, warranties or representations on Our part are expressly excluded.

8.2 Subject to clause 8.3, You agree that We have no liability to You, whether for breach of contract, statute or at common law, for any loss (including but not limited to loss of revenues, profits or any consequential loss) arising out of or in any way related to the PLANDATA™ Service or these Terms and Conditions, including liability for negligence and/or service interruption.

8.3 Subject to the terms of this clause 8, where the PLANDATA™ Service is not acquired by You for personal, domestic or household use, and subject to section 68A(2) of the Trade Practices Act 1974, if We are liable for a breach of a warranty implied by that Act, Our liability is limited to resupply the Service or payment of the cost of resupplying Service, at Our election.

8.4 You hereby indemnify and hold Us and our employees harmless against all and any claims, demands, damages, liabilities, losses, costs or expenses (including but not limited to reasonable legal costs) incurred by Us or made against Us that arise out of Your acts or omissions or any breach of these Terms and Conditions by You.

8.5 Our liability to You in relation to these Terms and Conditions, the offering and operation of the PLANDATA™ Service, whether at law, in equity or otherwise shall be, to the full extent permitted by law, absolutely limited to the fees paid or payable by You to Us for the twelve (12) month period preceding the first act or omission giving rise to the liability.

## **9. Miscellaneous**

9.1 These Terms and Conditions shall be governed by and construed in accordance with the laws in force in the State of New South Wales.

9.2 All fees quoted in these terms and conditions or our web site are inclusive of GST, unless expressly stated to the contrary.

9.3 A party may exercise a right, power or remedy ("right") at its discretion, and separately or concurrently with another right. A single or partial exercise of a right by a party does not prevent a further exercise of that or of any other right. Failure by a party to exercise or a delay in exercising a right does not prevent its exercise or constitute a waiver.

9.4 Termination or expiration in whole or in part of these Terms and Conditions does not affect those clauses (including, without limitation, clauses 4, 5, 6 7 and 8) which by their nature survive termination or expiry.

9.5 These Terms and Conditions constitute the entire agreement of the parties about its subject matter and any previous agreements or understandings on that subject matter cease to have any effect. We may amend these terms and conditions by giving You 30 days written notice.

9.6 You may not assign Your rights or obligations, in whole or part, under these Terms and Conditions without our prior written consent. We may assign Our rights and obligations, in whole or part under these Terms and Conditions by notice in writing to You without Your prior consent.