



eNotice

Terms and conditions

1. Definitions

For the purposes of these terms and conditions, unless the contrary intention appears:

- a. **Downtime** means any period during which the System is inoperative or unavailable or unsuitable in whole or in part for access or use, by either or both the User and the State, due to:
 - failure of the System for any reason; or
 - maintenance, whether scheduled or unscheduled, of the System.
- b. **Event of Default** has the meaning defined in Section 8.
- c. **Online Password** means the password used by a User to obtain ongoing access to the System.
- d. **Person** includes an individual, firm or body corporate.
- e. **State** means Building and Energy, a Division of the Department of Mines, Industry Regulation and Safety of the State Government of Western Australia.
- f. **System** means the operating and applications systems, programs and databases in the form of a computerised information system which provides for electronic lodgement of work notices and certificates required by the Electricity (Licensing) Regulations 1991, the Gas Standards (Gasfitting and Consumer Gas Installations) Regulations 1999 and the Plumbers Licensing and Plumbing Standards Regulations 2000.
- g. **Unauthorised Access** means access by any Person to the System using an Online Password, where the User is unaware of, or does not authorise, that access.
- h. **User** means any Person registered to access the System for any purpose including, but not limited to, lodging work notices, lodging compliance certificates, lodging and/or purchasing drainage plumbing diagrams, viewing records or obtaining reports.

2. System services

- a. The System has the capability to deliver a notice or certificate to a customer and/or network operator/gas supplier and/or Plumbers Licensing Board on behalf of the User.
- b. In the event that the System is unable to successfully deliver a notice or certificate to the destination requested by the User, the User will be advised that delivery by alternative means is necessary to fulfil the User's obligations to supply the notice or certificate within the prescribed time limit.

3. System access

- a. The System will be available to the User at all times (24 hours each day, seven days per week) other than Downtime.
- b. The State will take all reasonable steps to minimise downtime including, but not limited to, continuous monitoring of the System.
- c. The State does not warrant System availability and the User releases the State from any and all liability as a result of System unavailability.
- d. The State will, whenever it is reasonably practical to do so, provide notice at in advance of scheduled System maintenance but only when the State reasonably believes downtime will be one hour or more.
- e. Planned System maintenance will not be scheduled during the hours of 7.00am to 5.00pm, Monday to Friday.
- f. Notices and certificates must be lodged with the network operator/gas supplier or Plumbers Licensing Board within the periods required by legislation, even in the event of Downtime. Paper forms for all notices and certificates will continue to be available and may be used in place of the System when access to the System is unavailable.

4. The User

The User:

- a. Must maintain the security of his/her registered Online Password. Each and every occurrence of access to the System using a registered Online Password is considered to be carried out by the registered User with that Online Password, except where fraudulent use can be demonstrated.
- b. Must comply with all laws that apply in relation to the privacy or confidentiality of information that the User holds or can access in the system.
- c. Must immediately notify the State if it becomes aware of Unauthorised Access to the System.
- d. Must comply with any direction issued by the State in respect of the manner in which the System is to be accessed or used.
- e. Must not alter, in any way, data extracted from the System for the purpose of providing to a third party.
- f. Must not rely on the System to fulfil a User's obligation to retain a copy of each lodged notice or certificate for the prescribed minimum period.
- g. Does not own any intellectual property in the System.

5. Registration as a User

- a. In order to become a User, a Person must [self-register online](#).
- b. The number of Users that can be registered under a single gas fitter, electrical contractor licence or plumbing contractor licence is not limited.
- c. Registration of an electrical worker as a User authorised to issue an electrical safety certificate on behalf of the electrical contractor is deemed to be written authority as required by Regulation 52B(5) of the Electricity (Licensing) Regulations 1991. Presentation of this Clause 5c to the person for whom the electrical work was performed is deemed the authority as required by Regulation 52B(6) of the Electricity (Licensing) Regulations 1991.

6. De-registration of a User

- a. The State may terminate the User's registration with immediate effect if an Event of Default occurs, and subsequently notify the User of the reason for doing so. The State may exercise its right under this clause while reserving its right at law and in equity in connection with the Event of Default.
- b. The State may monitor the User's use of the System and reserves the right to terminate the User's registration if the State becomes aware of any misuse or Unauthorised Access of the System by the User or if the User becomes no longer the holder of, or qualified to hold, a licence under the Electricity (Licensing) Regulations 1991, the Gas Standards (Gasfitting and Consumer Gas Installations) Regulations 1999 or the Plumbers Licensing and Plumbing Standards Regulations 2000 including, but not limited to, by suspension, cancellation or expiry.
- c. When a User is de-registered, that Person's statutory obligations remain unaffected by de-registration.

7. Modification of System

The State may at any time modify the whole or any part of, or add functionality to, the System or any equipment, hardware, software or other thing forming part of or in connection with the System or may turn off any functionality of the System as it sees fit to protect the interests of the State.

8. Event of default

An Event of Default occurs if:

- a. in the reasonable opinion of the State, the User has done, or omitted to do, something that is detrimental to the State;
- b. the User breaches any provision or obligation of these terms and conditions; or
- c. the User is no longer the holder of, or qualified to hold, a licence under the Electricity (Licensing) Regulations 1991, the Gas Standards (Gasfitting and Consumer Gas Installations) Regulations 1999 or the Plumbers Licensing and Plumbing Standards Regulations 2000 including, but not limited to, by reason of suspension, cancellation or expiry.

9. Exclusion of warranties

- a. The State does not warrant that the System will perform in any particular manner.
- b. The User agrees that except as otherwise provided by these terms and conditions, all terms, conditions and warranties implied by custom, general law or written law are excluded.

10. Exclusion of liabilities

- a. The User acknowledges that it accesses the System at its own risk and at its own cost and that the State will not be liable to the User in respect of any loss, cost, or damage (including consequential loss or damage), however arising, which may be suffered or incurred or which may arise directly or indirectly in respect of the System or the User's access to the System including, without limitation, loss or damage in connection with Downtime or problems associated with any System malfunction or Unauthorised Access.
- b. The User agrees to indemnify and keep indemnified the State from and against any and all loss, damage or liability suffered by the State arising from or in connection with any act, neglect or default of the User in connection with the User's use of the System or with the User's exercise of its rights or performance of its obligations.
- c. The State expressly disclaims all liability for, to the maximum extent permitted by the written law, any and all loss or damage arising from any error, omission, or defect, in any extract produced from the System, or the information contained therein, arising from use by the User.

11. Information

Information in the System may be subject to the *State Records Act 2000* and the *Freedom of Information Act 1992* and may be disclosed in response to Parliamentary questions, Ministerial enquiries and inquiries conducted by or on behalf of the Auditor General of Western Australia.

12. Governing law and jurisdiction

The User and the State agree that the laws in force in Western Australia govern these terms and conditions.

Department of Mines, Industry Regulation and Safety

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National Relay Service: 13 36 77
Quality of service feedback line: 1800 304 059
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