

Account terms and conditions

Customer Portal

Before using the Customer Portal, you must agree to accept our terms of use.

General

The Customer Portal contained on this [website](https://www.watarnsw.com.au) (<https://www.watarnsw.com.au>) known as the 'Customer Portal' is provided by Water NSW (ABN 21 147 934 787) and the New South Wales Department of Climate, Energy, the Environment and Water (ABN 27 578 976 844) (hereafter referred to as "we" or "us").

Use of the Customer Portal, including for the lodgement of applications and any of the content or information that it contains as updated from time to time, is subject to the following terms and conditions and any additional terms or notices displayed elsewhere on the Customer Portal. Please note that these terms and conditions will hereafter be referred to as 'Terms of Use'.

By using the Customer Portal, you will be deemed to have accepted and agreed to be bound by the Terms of Use which may be updated. If you do not agree with any of the terms contained in the Terms of Use, or any changes to them, please do not use the Customer Portal.

Changes to these Terms of Use

We may amend or modify the Terms of Use by posting amended Terms of Use to the Customer Portal. We will notify you of any updates to the Terms of Use and subsequent or continuing use of the Customer Portal after notification will constitute acceptance of any change to the Terms of Use.

Use of the Customer Portal

Most terms relating to your use of the Customer Portal are contained in these Terms of Use. When you use or access the Customer Portal, you may be required to accept and comply with separate terms of use for the Customer Portal. The information and material on the Customer Portal is provided for information purposes only, this may include but is not limited to information regarding applications, approvals, licences, water trade, water ordering, metering equipment or readings, contact details and information requests from WaterNSW. This is not a complete list of information and materials captured within the Customer Portal and users should be aware that new functionalities may be implemented to the Customer Portal from time to time which are implied and encapsulated in this statement. Users are advised to use their own discretion and use the product at their own risk.

You agree and acknowledge that you are responsible for maintaining the accuracy of the data that you provide to us in connection with your use to the Customer Portal. This includes but is not limited to your contact information, which we may use to contact you when required. While we take all reasonable precautions to ensure that the Customer Portal is secure, no data transmission over the internet can be guaranteed as totally secure. Accordingly, you acknowledge that we cannot ensure the security of any information you transmit to or from the Customer Portal, and you access and use the Customer Portal at your own risk. The personal information you provide will be used and protected in accordance with WaterNSW and NSW Department of Climate Change, Energy, the Environment and Water respective privacy policies. It is being collected by us and will be used for purposes specified in the Privacy Note below if it is required as part of an application process, we may share this information with third parties as permitted under our privacy policies.

Payments

Fees and charges are set out in the [WaterNSW fee schedule](#) and the [NSW Department of Climate Change, Energy, the Environment and Water fee schedule](#) and may be updated from time to time. You agree to pay us the applicable fees for the lodgement, assessment and advertising of an application. A merchant fee may apply. The amount of any applicable merchant fee will be displayed before your payment details are confirmed.

You will pay all amounts due to us in relation to your application by means of the payment method [available](#) when lodging your application. All amounts payable by you under these Terms of Use will be paid to us without set-off or counterclaim, and without any deduction or withholding. Your application will not be able to be processed until we have received payment in full under these Terms of Use. Should your bank reverse your credit card payment for any reason, the lodgement made in relation to that credit card transaction may also be reversed. This could have implications for the granting or continuation of your licence or approval. You are responsible for ensuring that payments are made only using valid credit cards.

Access to the service

Access to the Customer Portal depends on telecommunications and internet service providers, third parties and other external factors. We make no warranties in regard to the availability of services, but all reasonable efforts will be made to provide the best possible service to you.

for the purpose of planned maintenance or upgrade notified to you in advance, or without notice if emergency maintenance is required

- if illegal use of the Customer Portal occurs or is reasonably suspected
- if we reasonably consider that temporary suspension is necessary for the proper operation of the Customer Portal or for customer safety.
- if you or any of your authorised users engage in any activity that interferes with or disables, overburdens, impairs or disrupts a Customer Portal, or any servers or networks connected to the Customer Portal, or your use of the Customer Portal otherwise interferes with use of the Customer Portal by other users
- if you are in breach of these Terms of Use, until the breach is rectified.

You acknowledge and agree that we may:

- monitor use of the Customer Portal by you and your authorised users, including to verify that the Customer Portal is being used in accordance with these Terms of Use
- make changes to the Customer Portal, or discontinue the operation of the Customer Portal, at any time and with or without notice to you
- notify you of changes to the Customer Portal through information and notices available to you when you access the Customer Portal.

These Terms of Use apply in all respects to functions or other aspects of the Customer Portal that are changed or added at any time.

Governing law

Your access to and use of the Customer Portal and services provided in connection to the Customer Portal are governed by the law in force in New South Wales and you agree to submit to the non-exclusive jurisdiction of the courts in that State.

Our liability

Subject to any rights that cannot be limited or excluded by law, including the consumer guarantees regime under Australian Consumer Law, we will not be liable for any loss or damage, including but not limited to, data, savings, business, profit or any other direct, indirect, special or consequential loss, however caused (including by negligence) arising out of or in connection with your use of the Customer Portal. If any provision of these Terms of Use is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of these Terms of Use, which will continue in full force and effect.

Our failure to insist upon or enforce strict performance of any provision of these Terms of Use or to exercise any right under these Terms of Use, will not be construed as a waiver or relinquishment to any extent of our right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect.

Other providers' terms

In addition to these Terms of Use, the policies and terms of third-party providers, such as mobile app platform providers or web browsers, will apply to the extent that they do not conflict with these Terms of Use.

Privacy statement

We are bound by the Privacy Principles set out in the *Privacy and Personal Information Protection Act 1998* (NSW) in relation to personal information. These Privacy Principles relate to the collection, storage and security, access and amendment, use and disclosure of personal information. Accordingly, we will deal with the personal information you provide on this form and online in the Customer Portal in accordance with those Privacy Principles and the WaterNSW and NSW Department of Climate Change, Energy, the Environment and Water Privacy Management Plans. Your information will be stored in accordance with the requirements of the *State Records Act 1998* (NSW) and securely destroyed once it is no longer needed. The personal information being collected by us will be used for purposes related to and including:

- verifying your identity, assessing and processing your application,
- in connection with the operation of any licence/approval granted, the provision of customer service in relation to your account, or for research-related purposes such as customer surveys,
- any other use outlined in the relevant party's Privacy Policy.

If you have nominated an authorised user to act on your behalf, your account information within the Customer Portal will be available to the authorised user(s). Your personal information may also be used from time to time to contact you about services we provide, including by text message or email. As joint operators of the Customer Portal, your information may be shared between WaterNSW and NSW Department of Climate Change, Energy, the Environment and Water for purposes related to your account and licence/approvals. We may also need to disclose your personal information to our agents, suppliers or contractors, or another government agency in order to process any application and/or enquiries. We may also disclose your personal information as permitted or required by law.

If a licence/approval is granted, the *Water Management Act 2000* (NSW) requires that various details relating to the approval are to be recorded in the Water Access Licence Register/NSW Public Water Register kept by the Minister. Information recorded in the register is publicly available.

The provision of your personal information is voluntary. However, if you choose not to provide the requested information, we may not be able to process your application. You have the right to request access to, and correct details of, your personal information. Some of your personal information in your customer profile can be amended within the Customer Portal or by contacting:

- WaterNSW Customer Service Centre on 1300 662 077 or by email at Customer.Helpdesk@waternsw.com.au
- The department on 1300 081 047 or water.enquiries@dpie.nsw.gov.au

If you wish to discuss a privacy issue or make a complaint about the use of your personal information, please contact us:

- WaterNSW: via our Privacy Officer at privacy@waternsw.com.au
- NSW Department of Climate Change, Energy, the Environment and Water: via our Privacy Officer at privacy@dcceew.nsw.gov.au

Additional information about how personal information is handled is available on the 'Privacy' page of each of the [WaterNSW](#) and [The department](#) website.

Find more details about how we manage and protect your personal and health information in the:

- WaterNSW [Privacy Management Plan \(PDF, 324.33 KB\)](#) and [Privacy Policy](#)
- The department's [Privacy Management Plan](#) and [Privacy \(Data\) Breach Policy](#)

Offences and suspension or cancellation

It is an offence, under section 344 of the *Water Management Act 2000* (NSW), to make a statement that you know to be false or misleading in, or in connection with, an application.

An access licence or approval may be suspended or cancelled under the *Water Management Act 2000* (NSW) in certain circumstances. These include if the holder of the licence or approval is convicted of an offence under that Act.