

BPIMS Terms and Conditions

Formation and Acceptance

The use of the Building Project Information Management System (BPIMS) website (www.bpims.sa.gov.au) is governed by the following Terms and Conditions, which when accepted constitutes an agreement between the person who wants to use the BPIMS website ("you" and "your") and the Government of South Australia (including its agents, instrumentalities, officers and employees) ("we", "us" and "our").

Your use of the BPIMS website indicates acceptance of the following Terms and Conditions. If you do not agree to these Terms and Conditions you must not use the BPIMS website.

The BPIMS website enables you to:

- view building project documentation and information
- download documentation and reports electronically via the internet
- upload management data and reports electronically via the internet
- view details of the South Australian Government's Capital Investment Program in buildings.

We may amend the Terms and Conditions at any time.

You agree that you are solely responsible for the accuracy and completeness of all information and documentation you provide to us using the BPIMS website.

You agree to grant us a licence to any information and documentation provided by you using the BPIMS website. You acknowledge that there will be no royalty or other fee payable by us to you or to any third party for this right.

You acknowledge that we are not responsible for:

- loss of reports, data, documents and/or other information in transit from you to us utilising the BPIMS website
- loss of your reports, data, documents and/or other information distributed to other parties by us
- any loss of documents or information provided by you
- incorrect website information due to inaccurate or incomplete documentation or information provided by you.

You acknowledge that the Crown in right of South Australia owns the copyright in the BPIMS website.

Links

Links are provided from the BPIMS website to external internet websites operated by other government bodies, non-government organisations and individuals. These external information sources are outside of our control. We are not responsible for the contents of any external internet site or any other link contained in a linked site, or any changes or updates to such sites. We provide these links to you only as a convenience, and any link does not imply endorsement by us of the site. These linked sites will have their own Terms and Conditions of use and you should familiarise yourself with them.

Security

Notwithstanding our efforts to ensure that the BPIMS website is secure, you acknowledge that all electronic and telephonic data transfers are potentially susceptible to interception by others. We may issue instructions from time to time intended to ensure the security of the BPIMS website. You agree to comply with those instructions.

Warranty

You acknowledge that the BPIMS website may not be continuous, uninterrupted or secure at all times and that access may be subject to factors or circumstances outside of our control.

You acknowledge that the BPIMS website is not error free and electronic information provided by you or us may be lost or corrupted. We do not warrant the accuracy, adequacy or completeness of any material on the BPIMS website.

Liability

Subject to any responsibilities implied by law that cannot be excluded, we are not liable to you for any loss, damage, claims, liabilities, expenses (including without limitation legal costs and settlement costs) whatsoever arising out of or attributable to any content, or other material or loss or corruption of documents or information provided by us, any third party (including but not limited to any local government authority) or by you using the BPIMS website whether in contract, tort (including negligence), statute or otherwise.

If the law implies any condition or warranty liability for breach of which cannot be excluded, our liability is limited to the supply of the BPIMS website service to you again.

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. These circumstances include fire, flood, earthquake, elements of nature, acts of God, malicious damage, explosion, sabotage, riot, civil disorder, rebellion or revolution in Australia, any change of law which makes compliance with the affected party's obligations under these Terms and Conditions illegal, communication line failures, power failures, interruptions or shortages, computer processing systems failure.

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 to a third party.

Notices

We may give any notice or other type of communication to you:

- by electronic mail to most recent address that you have notified us
- by making the notice available for access on the BPIMS website, or
- by ordinary prepaid mail to your last notified address given to us.

Any notice given by us is deemed given:

- at the time when an electronic mail is sent by us
- on making the notice available for access on the BPIMS website for display to you

BPIMS Terms and Conditions

- two (2) business days (i.e. any day that is not a Saturday or Sunday or a public holiday in Adelaide) after we post the notification to you.

General

You acknowledge that all information contained in the BPIMS website is subject to change without notice.

You will comply with all laws that apply to you in relation to your use of the BPIMS website.

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

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

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

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.

These Terms and Conditions comprise the entire understanding and agreement between you and us with respect to its subject matter.

Contact

For business process issues:

Director Project Services

Phone: 08 8226 5200

Email: projectservicesadmin@sa.gov.au

For system performance issues:

Building Management Service Desk

Phone: 08 8226 1511

Email: bpims@sa.gov.au