

Terms and conditions

This document states the terms and conditions that the proponent agrees to in order to access the resources of the Case Management service ('service').

These terms and conditions include an ethical framework for the conduct and behaviour of the proponent while engaging with the Department of Planning, Industry and Environment employees, agents and officers ('Department parties').

The terms and conditions will allow the Department parties and proponents to work in an effective partnership and will support Department parties to deliver a high-quality and tailored service.

Proponent's responsibilities

To participate in the service, we ask that all proponents:

- behave honestly and with integrity
- be transparent
- treat Department parties with respect and courtesy, and without harassment
- engage respectfully with the local community, including Traditional Owners of the land, to seek their views and input
- comply with all applicable laws
- not provide false, outdated, or misleading information in response to a request for information that is made for official purposes in connection with the service
- use the resources of the service in a proper manner and for a proper purpose
- use the service as the initial point of contact for:
 - requests for support or assistance
 - complaints
- contact the service before engaging with the Office of the Minister for Energy and Environment. The service team will provide support on the best way to do so
- take reasonable steps to avoid any conflict of interest (real or apparent) and disclose details of any material personal interest
- maintain appropriate confidentiality about dealings with the service, Department parties, any minister or minister's member of staff.

Proponent's acknowledgement

The proponent acknowledges that while the service may provide information, statements or opinions to the proponent regarding the proponent's project, the service will have no influence over decisions or recommendations made by any NSW Government minister or any department of the NSW Public Service in respect of the proponent's project when exercising their statutory obligations and regulatory functions under relevant legislation, and that those functions and obligations will be carried out fully independent of the service.

The proponent acknowledges that if the proponent does not use its best endeavours to meet the proponent responsibilities, the Department, acting reasonably, may cease providing the service to the proponent.

No liability

Each of the Department parties expressly disclaims all liability for any loss or damage incurred by the proponent arising from, or because of, the proponent's use of or reliance on any information, statement, opinion or matter (express or implied) contained in, derived from, or omitted from resources provided by the service, except for any liability that cannot be excluded as a matter of law.

No contract or commitment

The resources provided by the service are not an offer, recommendation or invitation by any of the Department parties in respect of a contract or commitment and nothing in the resources of the service or the conduct of the Department parties will form the basis of any contract or commitment unless clearly stated.

Amendment to terms and conditions

The State of NSW, its agents and employees reserve all rights to amend and update these terms and conditions at any time. The service will notify the proponent, in writing, of any amendment or update as soon as reasonably practicable.

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