

# Terms and conditions for the Titles Management System

1. General conditions
2. Disclaimer
3. Notifications and messages
4. Privacy and personal information
5. Responsibilities and account security

## 1. General conditions

### 1.1. About the Titles Management System

The Titles Management System ('TMS') is an electronic platform for the lodgement, management and tracking of applications and reports for mining and petroleum titles issued under the *Mining Act 1992* and *Petroleum (Onshore) Act 1991*. TMS is operated and maintained by NSW Resources within the Department of Primary Industries and Regional Development ('the department') on behalf of the NSW Government.

TMS provides a secure portal for users to:

- lodge documents and reports associated with applications for, and holdings of, mining and petroleum titles,
- track the progress of applications and reports they have submitted to the department,
- view documents and other correspondence from the department about applications and titles, and
- pay fees and charges that are due to the department.

### 1.2. Agreement to terms and conditions

By creating a TMS account and using TMS, you agree to:

- be bound by these Terms and Conditions and,
- the department's collection, use and disclosure of your personal information as set out in these Terms and Conditions and the department's Privacy Statement Management Plan (<https://www.nsw.gov.au/departments-and-agencies/dpird/access-information/privacy-management-plan>).

If you do not agree to these terms and conditions, you can lodge:

- application forms for exploration and mining titles under the *Mining Act 1992* and *Petroleum (Onshore) Act 1991* by completing the relevant application forms available on the NSW Resources website (<https://www.resources.nsw.gov.au/mining-and-exploration/applying-to-explore-and-mine-nsw>) and lodging by one of the methods specified in the form.

- exploration reports and data via email to [mining.explorationassessment@regional.nsw.gov.au](mailto:mining.explorationassessment@regional.nsw.gov.au). Please note email will have data size restrictions which may limit the ability to email large data sets.

## 1.3. New or revised terms and conditions

The department may amend the Terms and Conditions at any time, and may change, add or remove any functions of TMS. Changes may be made without giving you any prior notice.

If the changes affect your rights or responsibilities, the department will notify you.

Amended Terms and Conditions supersede any previous terms and conditions that may have governed your use of TMS.

By accessing and using TMS after the Terms and Conditions are amended, you agree to be bound by those amended Terms and Conditions.

## 1.4. Entire agreement

The Terms and Conditions are the entire agreement between you and the department about your access to, and use of, TMS.

## 1.5. Severance

If any of the Terms and Conditions are found to be invalid or ineffective, the rest of the Terms and Conditions will still apply.

## 1.6. Governing law

Access to and use of TMS is governed by the laws of New South Wales. By using TMS, you agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

# 2. Disclaimer

## 2.1. Disclaimer

The department does not guarantee that TMS will always be available. If you can't access or use TMS, you can email the department at [titles@regional.nsw.gov.au](mailto:titles@regional.nsw.gov.au) or call 02 4063 6600. However, the department might only be able to offer limited help while TMS is down.

The department does not warrant or accept liability about the quality, operability, or accuracy of the information access in TMS.

BY using TMS, you agree that:

- you will use TMS at your own risk, and
- you are responsible for making your own assessment of the content of TMS, including accessing the quality and suitability of the material contained within TMS for any purposes.

The NSW Government will in no way be liable for:

- any loss, damage, cost or expense arising as a result of your use or reliance on TMS, or any indirect or consequential punitive or special damages or loss of profit arising from such use or reliance, or
- your inability to access or use TMS.

## 2.2. Links to other websites, material published by other parties

TMS may include:

- information or material created by third parties, and

- links to other websites or platforms operated by third parties.

The department does not necessarily agree with or support the third parties content on TMS or on those linked websites.

The department cannot guarantee the security of linked websites and does not accept liability in relation to security issues arising should you choose to visit them.

The department does not accept liability for any loss, damage, cost or expense you might incur if you rely on information which appears on linked websites.

The department is not responsible for the privacy practices of third-party websites or platforms, and those third parties are not required to comply with the department's Privacy Management Plan. You should check the privacy policy of that service or website to understand how it will handle your personal information.

## 2.3. Internet charges

You are responsible for any telecommunications costs you incur because of you accessing and using TMS.

## 2.4. Service availability

The department makes no warranties regarding the availability of TMS.

If access to, or use of, TMS is not available, you may contact the department by email at [titles@regional.nsw.gov.au](mailto:titles@regional.nsw.gov.au). The department may only be able to provide limited assistance while TMS is unavailable.

# 3. Notifications and messages

The department may choose to send you messages about information you have provided on TMS, and use of TMS, to the primary email address listed in your TMS profile.

You are responsible for ensuring that your primary email address is accurate and current by checking it regularly, so you can continue to receive messages from the department.

While the department will try to send messages to your primary email address, the department retains the discretion to serve you with notices and other documents by another method available under the mining and petroleum legislation for the service of documents of that kind.

# 4. Privacy and personal information

## 4.1. Personal information

The department must comply with the *Privacy and Personal Information Protection Act 1998* ('the PPIP Act') and takes all reasonable steps to protect your personal information you have supplied to the department.

For information on how the department manages privacy, you can refer to our [Privacy Management Plan](#).

You may apply to the department to access and correct any personal information the department holds about you if that information is inaccurate, incomplete, outdated, or irrelevant.

Any person whose personal information is recorded in a register has the right to request that their personal details be removed from, or not placed on, the register as publicly available in limited circumstances. For more information on suppressing personal information is available at [How to request correction or suppression](#).

Except for purposes required by law, your personal information will not be disclosed to third parties unless the disclosure is directly related to the purpose for which the information was collected, and the department has no reason to believe you would object to the disclosure or you are reasonably likely to have been aware or have been made aware, that information of that kind is usually disclosed to that other person or body, or the

department believes on reasonable grounds that the disclosure is necessary to prevent or lessen a serious and imminent threat to the life or health of the individual concerned or another person.

When using TMS, you will be asked to provide personal information such as your name, phone number, street and postal addresses and email addresses. This information is required to process your application or objection under the *Mining Act 1992* or Mining Regulation 2016. If you don't provide this information, the department won't be able to process your application.

## 4.2. Purpose for collecting the personal information

Personal information provided in TMS may be used for one or more of the following purposes:

- to verify your details,
- to help us assess and determine your application, including contacting you about your application,
- to serve you with documents and information,
- to create textual and spatial databases,
- to help the department administer mining rights and responsibilities under the *Mining Act 1992*, Mining Regulation 2016, petroleum legislation and WHS legislation, to assist the department to comply with its public register, record-keeping and data-sharing requirements under the *Mining Act 1992*, Mining Regulation 2016, petroleum legislation and WHS legislation, including publishing information on dealings relating to the administration of authorities under those Acts and Regulations,
- to contact you to seek feedback, and
- for any other circumstances permitted under the PPIP Act.

If the department engages any other person to collect, store or use personal information to assist the department with its provision and maintenance of TMS, the person will be required to comply with the PPIP Act.

## 4.3. Storage of personal information

Personal information provided in TMS will be stored securely in the PEGA AWS Cloud Australasia, Sydney Data Centre, and will only be kept for as long as it is required.

## 4.4. Access to the information

When you create an account in TMS or apply for a title under mining and petroleum legislation, some personal information you provide (like your name and postcode) will be published on TMS. This information will be visible to other TMS users while they're completing their applications.

By using TMS, you agree to the following:

- your name and postcode will be visible to other users in TMS so they can identify the person (party) associated to an application or title, and for no other reason.
- you are authorised to provide personal information about other people named in your application or documents to the department.
- you may only use the personal information of others stored on TMS to help identify someone linked to your application or title, and for no other reason.

## 4.5. Site visit data

The Department may keep a record of your visit to TMS including details about your activity, such as:

- how many times you logged into TMS.
- the times and days you accessed TMS.

- how long you spent on TMS, including time on specific pages.
- the most used transactions or pages.
- how long TMS pages took to load, including any timeouts.

The Department may use this information to:

- understand how users interact with TMS to improve its features.
- monitor and review the use of TMS, including identifying and investigating any suspicious or improper use.
- help investigate and fix any problems or outages with TMS.

You can view a summary of your transactions in the TMS dashboard. If you have any concerns about your transaction history, you can contact [titles@regional.nsw.gov.au](mailto:titles@regional.nsw.gov.au).

## 5. Responsibilities and account security

### 5.1. Use of TMS

To use TMS, you must create an account using your own email address, not a shared one. TMS does not allow the same email address to be used for more than one account.

You are responsible for any activity on TMS that happens through your account.

You must keep your TMS password secure. Do not share your account or password with anyone else, and do not allow anyone else to log into your TMS account.

You are not allowed to log into or use someone else's TMS account.

If you believe someone has tried to access your TMS account, you must:

- check your TMS dashboard for suspicious activity, and
- contact the department immediately via email at [titles@regional.nsw.gov.au](mailto:titles@regional.nsw.gov.au), and
- change the password of your TMS account.

### 5.2. Requirement to provide complete and accurate information

When using TMS, the information you provide, including personal information details like your name and contact information, must be accurate and current. Giving false or misleading information is an offence under that legislation, and may lead to suspension or cancellation of licences, certificates of competence or practising certificates under the work health and safety legislation.

The department may suspend, cancel or otherwise limit access to your TMS account if:

- you provide false or misleading information in TMS, or
- the information you provide is not consistent with information you have previously provided under your TMS account.

If your personal information changes, you must:

- log in to TMS and updated it, or
- contact us at [titles@regional.nsw.gov.au](mailto:titles@regional.nsw.gov.au) so we can help update it.
- after updating, check that your updated information has been accepted on TMS.

Updating this information in TMS will not update other Departmental or NSW Government systems. If you have supplied information to other Departmental or NSW Government systems that require correction, you may also be required to update the information in those systems.

## 5.3. Suspension or termination of TMS account

The department may suspend or cancel your TMS account at any time and for any reason, including where the department suspects misuse of your account, or the use of your account to supply false or misleading information.

If your TMS account is suspended or cancelled, you will still be able to lodge applications by email ([titles@regional.nsw.gov.au](mailto:titles@regional.nsw.gov.au)) or other methods. Contact the department at [titles@regional.nsw.gov.au](mailto:titles@regional.nsw.gov.au) for alternate lodgement methods.

## 5.4. Deactivation and reactivation of your account

You may contact the department at [titles@regional.nsw.gov.au](mailto:titles@regional.nsw.gov.au) to request the deactivation or reactivation of your TMS account.

The department will keep personal information you provided while using your account. Please see section 4 - Privacy and personal information and the department's [Privacy Management Plan](#) for further information about the department's use, disclosure and storage of personal information.

---

© State of New South Wales through the Department of Primary Industries and Regional Development 2024. You may copy, distribute, display, download and otherwise freely deal with this publication for any purpose, provided that you attribute the Department of Primary Industries and Regional Development as the owner. However, you must obtain permission if you wish to charge others for access to the publication (other than at cost); include the publication in advertising or a product for sale; modify the publication; or republish the publication on a website. You may freely link to the publication on a departmental website.

Disclaimer: The information contained in this publication is based on knowledge and understanding at the time of writing (December 2024) and may not be accurate, current or complete. The State of New South Wales (including Department of Primary Industries and Regional Development), the author and the publisher take no responsibility, and will accept no liability, for the accuracy, currency, reliability or correctness of any information included in the document (including material provided by third parties). Readers should make their own inquiries and rely on their own advice when making decisions related to material contained in this publication.