

Victorian Registry of Births, Deaths and Marriages

VicHeritage™ Index Order Form and Licence Agreement

Australia's Army War Dead (1885 – 1972)

PART 1 - PURCHASER'S DETAILS (please use BLOCK letters)

1. Title Mr Ms Miss Mrs Other

2. Surname (family name)

3. Given name(s)

4. Postal address

Street number and name

Suburb/Town

State

Postcode

Country

5. Daytime
phone number

6. Email address

PART 2 - USER'S DETAILS

7. The product will be used by the following: (Select as many as appropriate.)

Note. If you are purchasing DVDs for more than one other individual or organisation, attach a separate sheet with the required contact details.

Self

Another individual (please specify)

Note. I am purchasing this product for the person named below and understand this person must consent to the terms and conditions of the Licence Agreement.

Title Mr Ms Miss Mrs Other

Surname (family name)

Given name(s)

Street number and name

Suburb/Town

State

Postcode

Country

Daytime
phone number

Email address

An organisation (please specify)

Note. I understand that I must be authorised to enter into contracts on behalf of the organisation named below. I understand that if I am not authorised to agree to the Licence Agreement on behalf of this organisation, I must not complete this purchase.

Organisation name

Street number and name

Suburb/Town

State

Postcode

Country

Daytime
phone number

Email address

Attach signed Licence Agreement and payment here.

PART 3 - LICENCE AGREEMENT

Note. Permission to use the DVD and any data it contains is conditional upon you accepting the terms and conditions set out in the Licence Agreement.

8. I have read and agree to the terms and conditions of the Licence Agreement. Please sign and attach the Licence Agreement to this form.

PART 4 - ORDER DETAILS

9. I wish to order the following:

Description	Unit price*	Quantity	Subtotal
Australia's Army War Dead DVD-ROM	\$250.00		
		Total	

* Price includes GST and is subject to change.

PART 5 - PAYMENT DETAILS

Note. Make cheques and money orders payable to the Victorian Registry of Births, Deaths and Marriages.

10. How do you wish to pay?

Cheque Money order Visa MasterCard Amex Diners Cash (in person only)

Total AUD\$.

Signature of cardholder

Name of cardholder

Card number Expiry date

PART 6 - LODGEMENT

Submit your completed form, signed Licence Agreement and payment:

By mail

Victorian Registry of Births, Deaths and Marriages
GPO Box 4332
Melbourne VIC 3001

In person

Victorian Registry of Births, Deaths and Marriages Customer Service Centre
Ground floor, 595 Collins Street, Melbourne
(8.30AM – 4.30PM, Monday-Friday, excluding public holidays)

PRIVACY STATEMENT

In line with the *Information Privacy Act 2000*, the Victorian Registry of Births, Deaths and Marriages (the Registry) is collecting this information for the purpose of clause 3(b) of the product's Licence Agreement and to provide product support.

If you do not provide all of the information requested on this form, the Registry may be unable to supply or support the product.

A copy of the Registry's Privacy Policy is available online at www.bdm.vic.gov.au

LICENCE AGREEMENT TERMS AND CONDITIONS

1. Definitions

In this Agreement, the following definitions apply:

“**Agreement**” means these terms and conditions.

“**Data**” means all or any part of the data in any form relating to ‘Australia’s Army War Dead (1885 – 1972)’ incorporated in the Licensed Product.

“**Intellectual Property Rights**” includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know-how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

“**Licensed Product**” means the DVD titled ‘Australia’s Army War Dead (1885 – 1972)’ and includes all and any part of any documentation, Data, computer code and application programming interfaces contained in the DVD.

“**Licensee**” means you or the organisation (if any) on whose behalf the DVD is purchased by you.

“**Registry**” means the State of Victoria represented by the Victorian Registry of Births, Deaths and Marriages.

2. Licence to use on a single computer terminal

The Registry grants the Licensee a non-exclusive and non-transferable licence:

- to use the Licensed Product on a single computer terminal for the Licensee’s own and non-commercial use;
- print a reasonable portion of the Data;
- to allow third parties to view the Data on the same computer; and
- to print a reasonable portion of the Data, but only for that person’s own and non-commercial use, subject to the terms of this Agreement.

3. Restrictions on use

- Except as expressly permitted under the *Copyright Act 1968 (Cth)*, including fair dealing for the purposes of research or study, criticism or review, or as expressly permitted under this Agreement, the Licensee must not, without the Registry’s prior written permission, do any of the following in relation to any part of the Licensed Product, including any of the Data:
 - use it as a component of or a basis for a database or other compilation;
 - place it onto a website or server so that it is accessible by a third party or the public;
 - alter, reproduce, network, distort, abridge or otherwise adapt it;
 - decompile, disassemble or reverse engineer it;
 - use, copy, reproduce, publish, store in a retrieval system or transmit any part of it to a third party;
 - subject to clause 3(b), sell, rent, lease, license, loan, share, sub-license, display, publish or communicate any part of it to a third party; or
 - use it for the purpose of commercial exploitation.
- Where the Licensee is the individual who purchased this Licensed Product from the Registry as a gift, that individual may transfer this Licence Agreement, at no cost, to one other individual provided the packaging of the DVD has not been opened, subject to that other individual consenting to the terms of this Licence Agreement. The Licensee must give prior written notice to the Registry of the transfer.

4. Where Licensee is an organisation

If the Licensee is an organisation, the Licensee must:

- supervise and control the use of the Licensed Product by any third party permitted under this Agreement, in accordance with the terms of this Agreement; and
- ensure that its employees, sub-contractors or other agents who have authorised access to the Licensed Product are made aware of the terms of this Agreement.

5. Where Licensee operates a library

If the Licensee operates a library, in addition to clauses 2, 3 and 4, and subject to the *Copyright Act 1968*, the Licensee must ensure that the Licensed Product is:

- only used at a single terminal within the Licensee’s premises;
- not removed from the Licensee’s premises by a library user by way of ‘loan’ arrangement; and
- not copied for the purpose of preservation, back-up or archiving.

6. Ownership of Intellectual Property Rights

The Licensed Product is protected by Intellectual Property Rights owned either by the Registry or third parties. The Licensee does not acquire ownership of any Intellectual Property Rights in any part of any Licensed Product by virtue of this Agreement.

7. No express warranties by the Registry about the Licensed Product or Data

- The Registry does not represent or warrant that the Licensed Product or the Data is free from errors or omissions, is exhaustive or suitable for the Licensee’s intended use.
- While the Data has been compiled with due care, changes in circumstances after the time of compilation may impact on the accuracy of the Data. The Registry may revise the Data on future editions of the Licensed Product, but is not under any obligation to do so.
- To the maximum extent permitted by law, the Registry excludes any representation or warranty (express or implied) as to the accuracy, reliability, completeness, quality, performance or fitness for purpose of the Licensed Product or any Data it contains.

8. Exclusion of liability by the Registry where permitted by law

To the maximum extent permitted by law, the Registry excludes any liability for any loss or damages, injury or loss however caused (including through negligence) including direct, indirect or consequential loss which the Licensee may suffer directly or indirectly in connection with:

- use of or access to (or inability to use or access) any part of the Licensed Product, or any Data;
- reliance by the Licensee on any part of the Licensed Product or any Data; any part of the Licensed Product or any Data being inaccurate, incomplete or unfit for any particular purpose or incapable of being processed on the Licensee’s equipment or systems; or
- any computer virus or harmful code contained in or arising from access to or use of the Licensed Product, or any damage to or interference with any Data, software or hardware arising from access to or use of the Licensed Product.

9. Implied conditions and warranties that cannot be excluded

Where any law implies a condition or warranty into this Agreement that cannot lawfully be excluded, then to the maximum extent permitted by law, the liability of the Registry for breach of the condition or warranty will be limited, at the option of the Registry, to:

- replacement of the goods to which the breach relates or the supply of equivalent goods;
- payment of the costs of replacing such goods or acquiring equivalent goods;
- supplying the services to which the breach relates again; or
- payment of the costs of having such services supplied again.

10. Termination of this Agreement by the Registry

Without limiting any other rights, the Registry may terminate this Agreement immediately if the Licensee fails to comply with these terms and conditions. Upon termination, the Licensee must cease to use the Licensed Product and destroy all information and Data obtained from the Licensed Product, and upon request, return the Licensed Product to the Registry.

11. No assignment or sub-licensing of this Agreement

Subject to clause 2, the Licensee must not assign, sub-license or otherwise deal with its rights under this Agreement without the Registry’s prior written consent.

12. Entire Agreement

This Agreement contains the whole of the agreement between the Registry and the Licensee with respect to the Licensed Product and supersedes any and all prior representations and statements by either party, whether oral or in writing.

13. Waiver

Failure or neglect by either party to enforce at any time any of the provisions of this Agreement will not be construed or deemed to be a waiver of that party’s rights under this Agreement.

14. Governing law

This Agreement will be construed and enforced in accordance with the laws of the State of Victoria and the parties agree that the courts of Victoria will have exclusive jurisdiction to entertain any action in respect of or arising out of this Agreement.

Full name (please use in BLOCK letters)

Signature

Date

By signing this agreement you are indicating that you have read and agree to the terms and conditions of this Licence Agreement.

If you are acquiring this DVD on behalf of an organisation, by accepting the terms and conditions of this agreement on behalf of the organisation, you warrant that you authorised to do so.