

ECCS GMS Terms and Conditions

Terms and Conditions

In these Terms and Conditions, a reference to:

Applicant means the User making an Application through the Site.

Application means an application for a NSW Government grant submitted through the Site.

Group means the State of New South Wales acting through the Energy, Climate Change and Sustainability (ECCS) Group within the NSW Department of Climate Change, Energy, the Environment and Water.

Material means the Site and all of the information and material (including all data, documents, pages, images, text, graphics, logos, audio and software) made available on the Site.

Group Representatives means employees, agents and officers of the Group.

Site or **OneGMS** means the NSW Government Grant Management System administered by the Group, which is accessible and available at <https://manage.smartygrants.com.au>, as amended from time to time.

User, You or Your means the person using or accessing the Site and includes an individual, partnership, or any body or person whether incorporated or not.

Overview

The Site is owned and administered by the State of New South Wales acting through the Energy Climate Change and Sustainability Group within the NSW Department of Climate Change, Energy, the Environment and Water.

The Site enables the User to submit and manage applications for NSW Government ECCS grants. The Group uses the Site to collect and store information in relation to the administration of grants. The Site is built using the SmartyGrants platform.

By accessing or using the Site, You agree to be bound by these terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on the Site.

Use of the Site

In accessing or using the Site, You agree:

- not to register with the Site or sign up to receive information for anyone other than yourself and, if You are registering on behalf of an organisation, as an authorised representative of the organisation;
- not to impersonate any person or entity or falsely misrepresent yourself;
- not to abuse, harm, interfere with, or disrupt the Site – for example, by accessing or using it in fraudulent or deceptive ways, introducing malware, or spamming, hacking, or bypassing the Site's systems or protective measures; and
- not to export, extract or otherwise scrape Material from the Site.

Use of information

Information provided by You in an Application, including information regarding any auspice, partner organisations or consortium (“partners”) will be collected and utilised by the Group and Group Representatives to:

- determine the Applicant’s eligibility for funding and the merit of the Applicant’s Application;
- consider the Applicant’s suitability to receive funding by conducting fraud, corruption, and risk prevention checks;
- provide the relevant grant and any related services to the Applicant following a successful Application;
- contact the Applicant or the Applicant’s nominated representatives in relation to other relevant programs or opportunities from the NSW Government (unless the Applicant opts out at any time);
- record the Applicant’s submitted information into a stakeholder relationship management system that facilitates data analysis and the derivation of insights;
- administer any incidental functions of the Group; and
- comply with any statutory obligations.

Information provided may be disclosed to parties external to the Group including, but not limited to:

- the Group’s subcontractors and consultants;
- members of the Technical Review Panel and/or Assessment Panel;
- the Net Zero Emissions and Clean Economy Board;
- the Minister or Minister’s Office;
- the NSW Department Climate Change, Energy, the Environment and Water;
- the NSW Ombudsman and Audit Office of NSW;
- the NSW Department of Premier and Cabinet;
- the NSW Department of Customer Service;
- other NSW Government agencies for the purpose of considering the User’s suitability; and
- external advisors including probity, technical, financial, or legal advisors any agency or body of the NSW Government, or any other organisation or individual considered by the Group to have a need or an entitlement to know that information (including any federal, state or territory agency or body), where that need or entitlement to know that information or required by law to be disclosed, to those parties.

The Group will use reasonable endeavours to ensure that any information received in or in respect of the Applicant’s Application which is clearly marked ‘Commercial-in-confidence’ or ‘Confidential’ is treated as confidential however, such documents will remain subject to the *Government Information (Public Access) Act 2009* (NSW) (GIPA Act); and in some circumstances the Group may release information contained in an Application and other relevant information in relation to the Application in response to a request lodged under the GIPA Act or otherwise as required or permitted by law.

Publication of information

If an Application is successful, the relevant details of the grant will be made public, including details such as the names of the grant recipients and any partnering organisation (state government agency or non-government organisation), project title, project description, location, anticipated time for completion and amount awarded.

The Group may also publish aggregated and non-identifiable data from the Applications received.

Retention of information

We will retain the information provided for a period that is appropriate for the purpose for which it was provided. The information will be archived and disposed of in accordance with the Group's policies and legislative requirements of the *State Records Act 1998* (NSW).

Privacy Notice

We value Your privacy and are committed to protecting your personal details securely, in accordance with the [Privacy and Personal Information Protection Act 1998](#) (NSW), (PPIP Act), which regulates the collection, storage, quality, use and disclosure of personal information.

Personal information includes any information about an individual from which that person can reasonably be identified. It does not include information if the identity has been removed (anonymous data) or if it:

- can be found in a publicly available publication (such as a newspaper or book)
- is in a public register
- relates to someone's suitability for public sector employment
- is about people who have been dead for more than 30 years
- relates to some types of law enforcement and investigation activities.

This Privacy Notice should be read together with our [Privacy Management Plan](#).

By providing information to us, You acknowledge that You are providing Your own information, or You've been authorised to provide information by the person You're providing information about.

Persons nominated within the Application have the right to access their personal information held by the Group, or have it corrected in certain circumstances (e.g., if it is incorrect). Should You wish to access or correct Your personal information contact the Group's designated privacy team at:

Information Access & Privacy Unit
Department of Planning, Housing, and Infrastructure
Locked Bag 5022, Parramatta NSW 2124
Phone: 02 9860 1440
Email: privacy@dpie.nsw.gov.au

Disclaimer

The Applicant acknowledges and agrees that:

- information contained in an Application is provided by the Applicant voluntarily;

- the Applicant may withhold information requested in an Application, however doing so may result in an unsuccessful application;
- submission of an Application does not guarantee funding will be granted for any project;
- the Group expressly reserves its right to accept or reject an Application at its discretion;
- the Applicant is liable for the costs in preparing and submitting an Application;
- the State of New South Wales and the Group do not accept any responsibility or liability for any costs, damages, or expenses, whether or not the Application is ultimately accepted or rejected; and
- the Applicant has read the Funding Guidelines for the Program and has fully informed itself of the relevant Program and Application requirements.

Group Representatives do not give any representation, warranty or guarantee, whether express or implied, in relation to the information contained in each Application, including its completeness, accuracy, currency or reliability or the process by which they were prepared. Group Representatives do not purport and cannot give opinions regarding legal, accounting, regulatory, taxation or any other matters.

Nothing contained in the Site may be relied upon as a promise, guarantee, representation or warranty by the Group.

Third Party Terms

The Site uses SmartyGrants (<https://smartygrants.com.au/>) functions, features and content and Your use of this Site is subject to Your acceptance of SmartyGrants' [Terms of Use](#) and [Privacy Policy](#).

Liability and Indemnity

With respect to the Site, to the maximum extent permitted by law, the Group excludes all liability to You/the User/the Applicant however arising (including from a negligent act or omission) under or in relation to the Site, the Material, the use of the Site, or these Terms and Conditions, including but not limited to loss of profits, loss or corruption of data, loss of reputation, loss of business, loss of business opportunities, loss of anticipated savings, loss of goodwill or for any type of special, direct, indirect, incidental or consequential loss or damage which may be suffered or incurred or which may arise directly or indirectly under or in relation to the Site or these Terms and Conditions.

To the extent allowed by applicable law, You agree to indemnify the Group, the State of New South Wales and their respective officers, employees, and contractors for any cost, damage, expense arising from third party claims, or third-party legal proceedings arising out of or relating to Your unlawful use of the Site or Your use of the Site in violation of these Terms and Conditions, except to the extent caused or contributed to by the Group.

Amendments

These Terms and Conditions and any third party terms and conditions referred to above are subject to change without notice to the User at any time. Your continued use of the Site will always be subject to the most current version of the Terms and Conditions including any third party terms and conditions referred to above.

General

With respect to the Site, these Terms and Conditions as well as the User's use of the Site shall be governed by the law of New South Wales and the parties submit to the jurisdiction of the courts of New South Wales and the Commonwealth of Australia.

Contact

For more information about the use of the Site or to make a suggestion or complaint, please contact the team at eccsgrants@environment.nsw.gov.au.

- The User and its nominated representatives agree to be contacted by the Group or Service NSW for Business in relation to other relevant funding opportunities, programs and services from the NSW Government.**

- The User acknowledges and agrees with these Terms and Conditions.**