



Australian Government
Bureau of Meteorology



Tax invoice Number

Date

Tax Invoice for Bureau of Meteorology Data Licence

Licence Details

Licensee

Licensee's Name:	
Address:	
ABN:	
Licensee's authorised representative:	
Telephone:	
E-mail:	

Bureau

Section Name:	
Address:	Bureau of Meteorology, 700 Collins Street, Docklands, Victoria, 3001
ABN:	
Bureau representative:	
Telephone:	
Email:	

Licence Commencement Date and Term

Commencement Date:	
End Date:	

Description of the Data

Summary:

Re Purchase Order number

Item	Code	Description	Delivery Method	Quantity	Unit	Fees (AUD)
1			[e.g. FTP]			\$
2						\$
3						\$
		GST				\$
		TOTAL *				\$

*The total cost is inclusive of 10% GST unless the GST does not apply, then the total amount is exclusive of GST. This tax invoice is only valid for 14 days and for the Data described above.

The Data will be supplied following payment of the Fees (the Commencement Date).

Payment and Acceptance of Terms

To accept this invoice and the terms and conditions of the Data Licence Agreement, please pay by using one of the following payment methods:

1. Credit or Debit Card:

Log onto Government EasyPay at <https://pay.anzworldline-solutions.com.au/bom> to pay by Visa, Mastercard or American Express credit or debit card with Payment Reference Number: . Total Amount Due: \$. Please note the Payment Reference Number is the same as the Customer Reference Number. A card surcharge applies as calculated on the Government EasyPay website prior to payment and is specified in the Terms and Conditions presented at <http://www.bom.gov.au/sep/#ptc> .

2. Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au



Biller Code: 980243 Ref:

Important Note

Please read the following Data Licence Agreement to ensure that you agree with the terms before making payment. Payment to the Bureau of Meteorology of the Fees quoted above constitutes acceptance by the Licensee of the terms of the Data Licence Agreement.



Australian Government
Bureau of Meteorology



Bureau of Meteorology Data Licence Agreement

Licence Terms

1. Interpretation

1.1. The definitions and rules of interpretation in this clause apply in these Terms and in the Licence Details.

"Bureau Warnings" shall mean warnings, watches, advices, advisories, alerts and notifications relating to hazards or hazardous weather and climate conditions.

"Business Day" shall mean a day other than a Saturday, Sunday or public holiday.

"Commencement Date" shall mean the date of payment and acceptance of these Licence Terms by the Licensee.

"Commercial Benefit" shall mean the receipt of any revenue or credit by the Licensee, excluding the receipt by the Licensee of a research grant, arising from the use by the Licensee of the Data.

"Data" shall mean the data specified in the Licence Details, whether or not such data is protected as Intellectual Property, including database, database schemas, data sets and metadata. Data shall include information, reports, images, recordings, text, graphs and other material.

"Insolvency Event" shall mean in relation to the Licensee any of the following events:

- a) a meeting of the creditors of that person being held for an arrangement or composition with or for the benefit of its creditors (including a voluntary arrangement) being proposed by or in relation to that person;
- b) a charge holder, receiver, administrative receiver or other similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within 7 days) on the whole or a material part of the assets of that person;
- c) that person ceasing to carry on business, stops paying its debts as they fall due or being deemed to be unable to pay its debts;
- d) that person or its directors or the holder of a qualifying floating charge giving notice of their intention to appoint, appointing or making an application to the court for the appointment of, an administrator;
- e) a petition being presented (and not being discharged within 28 days) or a resolution being passed or an order being made for the administration or the winding up, bankruptcy or dissolution of that person; or
- f) the happening in relation to that person of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets.

"Intellectual Property Rights" shall mean all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition

rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Licence" shall mean this licence consisting of the Licence Details and the Terms.

"Licence Details" shall mean the document entitled as such which contains the Bureau's confirmation of the terms of the Licence.

"Licence Term" is the period between the Commencement Date and the End Date for which the Licence is granted as specified in the Licence Details.

"Licensee" shall mean the person identified in the Licence Details.

"Licensee Product" means the Data that is supplied by the Bureau to the Licensee and is incorporated by the Licensee as part of a product supplied to third parties. The Licensee must not supply the Data to third parties in its original form but may supply it as part of a Licensee Product.

"Permitted Use" shall mean the use which the Bureau shall permit the Licensee to make in respect of the Data as detailed in the Licence Details and include:

- a) "Aviation" meaning that the Licensee agrees that they may use, copy and modify the aeronautical meteorological Data as part of weather management products supplied for aeronautical purposes only. The Licensee agrees that they must not supply, share or in any way provide the Data in its original form or in any product developed from or incorporating such Data to any person who is not a member of the aviation industry. The Licensee agrees that they will only share the Data with another member of the aviation industry on the express condition that the Data must be used solely for aeronautical purposes by members of the aviation industry.
- b) "Commercial" meaning that the Data will be used for commercial purposes, and may only be provided by the Licensee to third parties as part of a Licensee Product.
- c) "Compliance Reporting" meaning that the Data will be used for compliance reporting purposes, and the Data may only be provided by the Licensee to third parties as part of a Licensee Product.
- d) "Educational" meaning use of the Data:
 - (i) in the course of teaching which takes place at an educational institution including a school, college, university, and training facility; or
 - (ii) use, by an educational institution, for the generation of teaching materials.
- e) "GIS2Web" meaning that the Licensee agrees that they will not allow web services delivered via the GIS2Web service to be displayed on any of the Licensee's products. However, the Licensee is permitted to display the web service layers via:
 - (i) a cache service, or
 - (ii) their own systems by re-serving that information, provided that in doing so the Licensee protects the GIS2Web service from duplicate end user service requests.
- f) "Joint Project" meaning that the Data will be used for a project. The Data may be shared in its original form with another party for work related to the project only. The Data may only be provided by the Licensee to third parties as part of a Licensee Product.
- g) "Legal/Insurance" meaning that the Data will be used in connection with a legal investigation, a claim or legal proceedings. The Data may be supplied in its original form but only to third parties involved in and for the purposes of the claim, investigation, or legal proceedings.
- h) "Media" meaning that the Data will be used for media purposes only.
- i) "Personal" meaning that the Data supplied will be used for personal purposes only and the Licensee may not supply the Data to third parties.
- j) "Publication" meaning that the Data will be published in a specific publication or publications.

- (i) The Data is not to be reproduced in any other publication(s) without separate written permission from the Bureau;
- (ii) The following Acknowledgement is required: Reproduced by permission of the Bureau of Meteorology, © 2025 Commonwealth of Australia.
- k) "Research" meaning that the Data will be used for research purposes only. The Data may be supplied in its original form to third parties collaborating with the Licensee in conducting the research, and when required to meet obligations of transparency or publication.

"Terms" shall mean these Licence Terms.

1.2. Headings in these conditions shall not affect their interpretation.

1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4. References to a party or parties shall mean a party or parties to the Licence.

1.5. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.6. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.7. A reference to writing includes email.

2. Grant of Licence

2.1. The Licensee shall only make use of the Data in accordance with a Permitted Use.

2.2. The Bureau grants the Licensee a worldwide, non-exclusive, organisation-wide, non-transferable licence for the Licence Term to use, copy and adapt the Data, with the exception of Bureau Warnings, solely to the extent permitted by a Permitted Use. No right or licence is granted by the Bureau to the Licensee except as expressly set out in this clause 2.

2.3. The Licensee (or any person authorised by them) must not supply the Data to third parties in its original form, except as part of a Licensee Product. Where a third party requests direct access to the licensed Data, the Licensee must advise the third party to contact the Bureau for the purpose of obtaining a licence for the Data directly from the Bureau.

2.4. When the Licensee supplies any Data to a third party as part of a Licensee Product that is available as an application on a mobile computing device, on a website or in other electronic form, the Licensee must, unless otherwise directed by the Bureau, embed the relevant attribution information described at the web page <http://www.bom.gov.au/data-access/brand-trademark-display-policy.shtml>. The attribution must:

- a) Link to the web page <http://www.bom.gov.au/data-access/3rd-party-attribution.shtml>
- b) be displayed on any screen containing Data on a mobile computing device and subsequently in the "about" section of the application
- c) be positioned in the footer of all web pages containing Data, and
- d) be prominently displayed and clearly visible on all electronic material.

2.5. When the Licensee supplies any Data to a third party as part of a Licensee Product that is available in hard copy form, the Licensee must, unless otherwise directed by the Bureau, include the relevant attribution image (available at <http://www.bom.gov.au/data-access/brand-trademark-display-policy.shtml>) and include the address of the web page <http://www.bom.gov.au/data-access/3rd-party-attribution.shtml>. The attribution image and web

page address (<http://www.bom.gov.au/data-access/3rd-party-attribution.shtml>) must be prominently displayed and clearly visible on all hard copy material.

2.6. Except with prior written approval from the Bureau, the Licensee must not:

- a) represent or imply that the Bureau or the Commonwealth supports or endorses, or is connected with, the Licensee, any Licensee Product or any other use that the Licensee makes of the Data;
- b) do anything that may mislead third parties into believing the Licensee Product is connected to or endorsed by the Bureau; or
- c) use the following words in the naming of a Licensee Product unless provided in this format by the Bureau: "BOM", "Bureau", "Farm Weather", "Bureau of Meteorology", "Weather Radar" "MetEye", "Storm Confirmation Service", "WOW", "Weather Observations Website" or "Weather Bureau".

2.7. The Licensee must:

- a) not do anything with the Data that breaches this Agreement, a law, could endanger life or property, or is likely to mislead or deceive any person;
- b) ensure that any Bureau Warnings are reproduced in the precise terms used by the Bureau in at least as prominent an environment as the original notification;
- c) not scrape, hack or otherwise harvest information from the Bureau's public website www.bom.gov.au or act in any way that contravenes the copyright notice on that website;
- d) not act in a manner that may or could bring the Bureau's brand into disrepute which may include:
 - (i) use of the Bureau's logo in conjunction with a Licensee Product in a manner which suggests the Licensee Product is connected to or endorsed by the Bureau;
 - (ii) making false or misleading claims about the Data, including that Data used by the Licensee has been generated or obtained from an alternative source; or
 - (iii) using the Data in conjunction with a Licensee Product or other material (such as third-party advertising) that is likely to denigrate the Bureau's brand; and
 - (iv) immediately cease to act in a manner that the Bureau notifies the Licensee is likely to bring the Bureau's brand into disrepute.

2.8. The Licensee must comply with all special conditions listed in the Licence Details. To the extent of any inconsistency between the special conditions and these Terms, these Terms take precedence.

2.9. The Data may change at any time at the discretion of the Bureau, with notice to the Licensee.

3. Intellectual Property Rights

3.1. All Intellectual Property Rights and all other rights in the Data shall be owned by the Bureau. All Data licensed to the Licensee remains the property of the Bureau, and the Licensee's right to use the Data for a Permitted Use will not give it any ownership rights or other interest in any of the Data.

3.2. The Licensee agrees to take all reasonable steps to prevent any damage to or infringement of the Bureau's Intellectual Property Rights.

3.3. The Licensee shall make the following acknowledgement to the Bureau in any Licensee Product incorporating the Data including publication of papers, reports, literature, or presentations:

"Reproduced by permission of the Bureau of Meteorology, © 2025 Commonwealth of Australia."

3.4. The Licensee may not use any trademark, service mark, logo, corporate or business name of the Bureau without the Bureau's prior consent in writing. Similarly, the Bureau may not use or publish the name or logo of the Licensee, or make any public announcement

concerning this Licence without previously having obtained the specific written consent of the Licensee.

3.5. The Licensee shall ensure that the Data in its possession is secure and that adequate technological security measures are taken to ensure that the Data is not accessed or used by unauthorised persons. The Licensee shall notify the Bureau immediately if the Licensee becomes aware of any unauthorised use of the Data by anyone or of any actual or potential infringement of the Bureau's Intellectual Property Rights in the Data. The Licensee shall permit the Bureau at any time and in compliance with the Licensee's security obligations to check that the use of the Data is in accordance with these Licence Terms.

3.6. Subject to the provisions of clause 3.1, ownership of the output resulting from the Licensee's use of the Data shall belong to the Licensee.

4. Confidentiality

4.1. Subject to the provisions of clauses 4.2 and 4.3, each party:

- a) shall treat as strictly confidential and use solely for the purposes of this Licence all information, whether technical or commercial, obtained or received by it as a result of entering into or performing its obligations under the Licence and relating to the negotiations relating to, or the provisions or subject matter of, the Licence or the other party ("confidential information"); and
- b) shall not, except with the prior written consent of the party from whom the confidential information was obtained publish or otherwise disclose to any person any confidential information.

4.2. Each party may disclose confidential information which would otherwise be subject to clause 4.1 to the extent that it can demonstrate that:

- a) such disclosure is required by law or by any securities exchange or regulatory or governmental body having jurisdiction over it, wherever situated, and whether or not the requirement has the force of law;
- b) the confidential information was lawfully in its possession prior to its disclosure by the other party (as evidenced by written records) and had not been obtained from the other party; or
- c) the confidential information has come into the public domain other than through its fault or the fault of any person to whom the confidential information has been disclosed in accordance with clause 4.1.

4.3. Each party may for the purposes of this Licence disclose confidential information to the following persons or any of them, provided that it procures the compliance of each such person with confidentiality obligations which are no less onerous than those set out in this clause 4:

- a) the responsible Minister or in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- b) its professional advisers, auditors, bankers and insurers; and
- c) its directors, officers, senior employees, and permitted sub-contractors.

5. Licence Fee and Other Charges

5.1. If applicable, the Licensee must pay the Bureau in accordance with the terms of:

- a) this Licence, and
- b) any invoices given by the Bureau.

5.2. The Bureau may vary its fees by giving the Licensee two (2) months' prior notice of the proposed change.

5.3. The Licensee must pay:

- a) all taxes, duties and governmental charges imposed in connection with this Agreement and the Licensee's own costs in respect of entering into this Agreement, and

- b) all fees and charges payable under this Agreement including amounts on account of any GST payable by the Bureau, which will issue tax invoices to the Licensee for taxable supplies made.

5.4. No party may claim from the other an amount for which the first party can claim an input tax credit or decreasing adjustment.

6. Duration and Termination of the Agreement

6.1. This Agreement commences on the Commencement Date and continues for the Licence Term.

6.2. If the Licensee wishes to renew the Licence, the Licensee shall submit a written request to the Bureau no less than three (3) months prior to expiry of the Licence Term. The Licensee acknowledges and agrees that the Bureau's decision on whether to renew the Licence shall be at the Bureau's sole discretion.

6.3. This Agreement may be terminated:

- a) by the Bureau under clause 6.5, or
- b) by either party giving the other party two (2) months' notice.

6.4. Termination or expiry of the Agreement immediately terminates the Licensee's licence to the Data. Neither party will be entitled to claim for any loss or damage suffered as a result of or arising in connection with the other party exercising its rights under clause 6.3(b).

6.5. If the Licensee commits a breach of a material term of this Agreement or, in the Bureau's reasonable opinion adversely affects the national meteorological service of another country through use of the Information, the Bureau may terminate this Agreement immediately by notice to the Licensee.

6.6. For the purposes of this clause 6, a 'material term' will include, but will not be limited to, clauses 2, 3, 4, 5, 7, 8 or 9.

6.7. Termination of this Agreement in accordance with clause 6.4 does not affect the rights of the Bureau to sue for and recover any fees or other amounts then due or to pursue any right of action or remedy which the Bureau may have.

6.8. Clauses 2, 3, 4, 6.5, 6.6, 7, 8 and 9 survive this Agreement.

7. Infringement and Indemnity

7.1. If the Licensee becomes aware of any infringement or threatened infringement by a third party of the Data, it must immediately notify the Bureau in writing. The Bureau may institute proceedings in its own name, or in the name of the Licensee or jointly with the Licensee. The Licensee will provide the Bureau with all reasonable assistance in such proceedings.

7.2. The Licensee indemnifies and agrees to keep indemnified the Bureau against all liability, loss, damage, cost or expense (including indirect and consequential loss and damage and any legal costs on a solicitor/own client basis) suffered by any person in connection with this Agreement or the use of, or reliance on, the Data, to the extent that the Licensee caused or contributed to such liability, loss, damage, cost or expense.

8. Disclaimer of liability

8.1. The Bureau provides the Data 'as is' and use is at the Licensee's risk. To the maximum extent permitted by law, the Bureau does not give any representation or warranty of any kind, whether express, implied, statutory or otherwise in respect to the availability, accuracy, currency, completeness, quality or reliability of the Data or that the Data will be fit for any particular purpose or will not infringe any third-party Intellectual Property rights.

8.2. The Licensee assumes the sole risk of interpreting and applying the Data and the Bureau is not in any way liable to the Licensee for any liability, loss, damage, cost or expense suffered by the Licensee, or any other person, due to the use or possession of the Data, or exercise of any rights under this Agreement.

8.3. The Bureau's liability to the Licensee for a breach of any statutory condition or warranty that cannot be excluded is limited to, at the Bureau's discretion and where permitted by law, the replacement of the Data or the payment of the cost of replacing the Data.

9 Audit and access

9.1. To enable the Bureau to verify compliance with this Licence, the Licensee agrees that the Bureau may, acting reasonably, conduct audits of the Licensee's compliance with its obligations under the Agreement, including:

- a) audits of the Licensee's operational practices and procedures as they relate to this Licence;
- b) audits of information and any material (recorded in any form) in the possession or control of the Licensee which are relevant to the Data or this Licence; and
- c) any other matters determined by the Bureau to be relevant to the Data or the performance of this Licence.

9.2. The Licensee will cooperate with an audit, including through providing access to its premises upon reasonable notice during usual business hours and permitting inspection and copying of any material relating to the Data or this Licence. The Bureau will use information and material gathered in an audit to assess the Licensee's compliance with the Licence.

9.3. The Bureau will pay the Licensee's reasonable costs associated with an audit, unless the audit uncovers any non-compliance. Without limiting the Bureau's remedies at law, where an audit identifies any non-compliance, the Bureau may direct the Licensee to take any action to rectify the non-compliance and the Licensee will reimburse the Bureau for its costs associated with such audit.

10. Force majeure

10.1. The Bureau shall have no liability to the Licensee under the Licence if it is prevented from, or delayed in performing, its obligations under the Licence or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control ("Force Majeure"), including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Bureau or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, sabotage, epidemics, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, significant power outages and/or IT failures, fire, flood, storm or default of suppliers or subcontractors.

10.2. Where delay has arisen due to Force Majeure, the date on which the Bureau's obligations are to be fulfilled shall be extended for a period of time equal to the time lost.

11. Waiver

11.1. A waiver of any right under the Licence is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Licence or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

11.2. Unless specifically provided otherwise, rights arising under the Licence are cumulative and do not exclude rights provided by law.

12. Severance

12.1. If any provision of the Licence (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Licence, and the validity and enforceability of the other provisions of the Licence shall not be affected.

12.2. If a provision of the Licence (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13. Entire agreement

13.1. The Licence constitutes the entire understanding and agreement between the parties in connection with and about the subject matter of the Licence and supersedes all earlier and other understandings and agreements between the parties and all earlier representations by any party about such subject matter.

13.2. Each party warrants that they have not entered into the Licence in reliance upon any representation, warranty, promise, term, condition, obligation or statement which is not expressly set out in the Licence. If a party has given any representation, warranty, promise, or statement then (except to the extent that it has been set out in the Licence), the party to whom it is given hereby waives any rights or remedies which it may have in respect of it.

13.3. Nothing in this clause shall limit or exclude any liability for fraud.

14. Assignment

14.1. The Licensee shall not, without the prior written consent of the Bureau, assign the Licence or all or any of its rights or obligations under the Licence to any third parties.

14.2. The Licensee acknowledges that the Bureau may be required to transfer some or all of its responsibility for this Licence to another Department of State, Parliamentary Department, or a listed entity or a body corporate established by a law of the Commonwealth of Australia from time to time, including as part of a machinery of government change.

14.3. Each party that has rights under the Licence is acting on its own behalf and not for the benefit of another person.

15. Relationship of the parties

Nothing contained or implied in this Licence is intended to create a partnership or joint venture between the parties or establish a party as an agent or representative of the other party. Except as otherwise expressly provided in this Licence, no party has any authority to bind any other party, or to act for, or to incur any obligation or assume any responsibility on behalf of, any other party in any way.

16. Notices

16.1. A notice or other communication connected with this Licence has no legal effect unless it is in writing and delivered by hand, by prepaid priority post or by electronic mail.

16.2. Any notice to the Licensee and/or to the Bureau shall be addressed as set out in the Licence Details.

16.3. Notices may be:

- a) personally delivered, in which case it shall be deemed to have been given upon delivery at the relevant address if it is delivered not later than 17.00 hours on a Business Day, or,

- if it is delivered later than 17.00 hours on a Business Day or at any time on a day which is not a Business Day, at 09.00 hours on the next Business Day; or
- b) sent by priority post, 5 Business Days from and including the date of postage; or
 - c) sent by pre-paid airmail, or by air courier in which case it shall be deemed to have been given seven Business Days after the date of posting in the case of airmail or two Business Days after delivery to the courier, in the case of air courier; or
 - d) sent by electronic mail, in which case, it shall be deemed to be given when received but any notice despatched by electronic mail after 17.00 hours on any Business Day or at any time on a day which is not a Business Day shall be deemed to have been given at 09.00 on the next Business Day.

17. Governing law and jurisdiction

17.1. This Agreement is governed by the law in force in the State of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that state and the Commonwealth of Australia.