

This document contains the terms and conditions for the use of the City of Manningham's "eCouncil" (Service).

It is a condition of use for the Service that these terms and conditions are adhered to by all using the Service.

1. REGISTERED USERS

- 1.1. Owners of property, or their nominated agent, within the City of Manningham may apply for registration to access this service.
- 1.2. Application for Registered User access must be made via our website. Each application for Registered User access will be vetted by the City of Manningham against our records.
- 1.3. The City of Manningham can refuse an Application for Registered User access at any time, or can require additional information from you, before your request is processed.

2. PAYMENTS

- 2.1. You warrant the City of Manningham that you are fully authorised to use the credit card details for the purpose of making payments while using this Service.
- 2.2. It is your responsibility to ensure that sufficient credit is available on your Credit Card to enable any payments made by you when using this Service.
- 2.3. Processing of Credit Card transactions is subject to the terms and conditions set by the issuer of the Credit Card.
- 2.4. Any accounts you have with the City of Manningham will remain unpaid when a Credit Card payment initiated by you is declined by your Nominated Financial Institution. In the event of a "declined" Credit Card payment, you will be responsible for any additional fees and charges levied by either your Nominated Financial Institution or the City of Manningham and you will remain responsible to pay your account to the City of Manningham.
- 2.5. If the City of Manningham finds a transaction is incorrect, unauthorised or fraudulent, we can reverse the payment in our system. In such circumstances, your transaction will remain payable to the City of Manningham.
- 2.6. Payment transactions will be processed to your Nominated Financial Institution on the day the transaction is submitted for payment via this Service, unless the transaction is submitted on a weekend or non-working weekday. Transactions submitted on a weekend or non-working weekday will be processed on the next working weekday. We will endeavour to process all transactions without delay, but expressly disclaim any and all liability for any processing delays, or the consequences of any processing delays, which may occur in any circumstance, whether beyond our reasonable control, or otherwise.
- 2.7. All payment transactions will have a reference number provided. It is your responsibility to take note of the reference number for use in any correspondence with the City of Manningham.
- 2.8. Successful payment transactions will be reflected in our records once the City of Manningham has received confirmation from its Financial Institution.
- 2.9. The City of Manningham does not store any Credit Card details within our computer systems. The credit card information entered by you when making payments within this service are passed to our payment bureau, Secure Pay, using 128bit encrypted SSL coding.

3. INFORMATION PROVIDED BY YOU

- 3.1. You will ensure that the information you provide does not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that may damage, adversely interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- 3.2. You agree that all information you provide to the City of Manningham, while using this Service, is correct to the best of your knowledge at the time you supply it.
- 3.3. If this information is incorrect, it may result in unpaid accounts or failure to register applications. In that event, you will be responsible for any additional fees and charges levied by either your Credit Card issuer or the City of Manningham.
- 3.4. If you believe you have entered incorrect information when using this Service, contact manningham@manningham.vic.gov.au with the details of what was incorrectly entered and the type of application/payment you were attempting to undertake.
- 3.5. You consent to the collection and use, in accordance with our Privacy Policy, of the information we collect and the information you provide to us in using this Service. All information, except for Credit Card details, provided by you will be kept by the City of Manningham to enable processing of accounts and applications.
- 3.6. Manningham City Council is committed to full compliance with its obligations under the Privacy and Data Protection Act 2014 (Vic) and the Health Records Act 2001 (Vic). The personal information being collected on this form by Council is for the purposes of enabling the processing of accounts, payments and applications or for any other directly related purpose. The personal information will also be disclosed to financial institutions for the purpose of processing payments. It will not be disclosed to any other external third party without your consent, unless required or authorised by law. Without this information, we may not be able to process your accounts, payments and applications. Individuals may apply to Council for access to and/or amendment of their information using provisions of the Freedom of Information Act 1982. More information on how to access/correct personal information is available on the Council's website or from the Council Freedom of Information Officer

For further information in regards to privacy of information please refer to <http://www.manningham.vic.gov.au/privacy> on the City of Manningham's website.

4. ACCESS TO THE SERVICE

- 4.1. This Service relies on the Internet to receive applications and payments and to deliver information via email. Access to the Internet by users of this Service is dependent on numerous factors, technologies and systems, many of which are beyond the City of Manningham's authority and control and the City of Manningham will not be liable or responsible for your inability to access the Internet.
- 4.2. The City of Manningham does not warrant that this service will be available for use at all times or at any particular time and may without notice suspend access to this service for any reason.
- 4.3. Notwithstanding efforts made by the City of Manningham to ensure that the provision of this Service is secure, you acknowledge that all electronic and telephonic data transfers are potentially susceptible to interception by others. We cannot, and do not, warrant that data transfers utilising this Service, or electronic mail transmitted to and from us, will not be monitored or read by others.

5. APPLICATION AND TRANSACTION PROCESSING

- 5.1. Applications for permits, certificates, waste management requests and payment transactions will be processed as soon as practicably possible unless the transaction is submitted on a weekend

or non-working weekday. We will endeavour to process all requests and transactions without delay, but expressly disclaim any and all liability for any processing delays, or the consequences of any processing delays, which may occur in any circumstance, whether beyond our reasonable control, or otherwise.

- 5.2. You consent to receiving any documents, such as certificates, in an Adobe PDF format, as an attachment to an email. It will be your responsibility to have Adobe PDF Reader software available to open the PDF attachment.

6. WARRANTIES

- 6.1. The City of Manningham expressly disclaims all conditions and warranties, express or implied, in respect of the provision of this Service to you and your use of this Service. This includes, but is not limited to, any warranty that the Service will operate without errors or that it will be operational and available at all times. If any condition or warranty is implied into these Terms pursuant to any legislation and the legislation avoids or prohibits provisions in a contract, excluding or modifying the application of, or exercise of, or any liability under such conditions or warranty, the conditions or warranty will be deemed to be included in these Terms and Conditions, provided that the City of Manningham's liability for breach shall, if the legislation so permits, be limited in the sole discretion of the City of Manningham to (a) the re-supply of the services, or (b) the cost of re-supply of the services, in respect of which the breach occurred, and otherwise will be limited to the maximum extent permitted by law.
- 6.2. The City of Manningham will not at any time, in any circumstances, be liable for any loss or damage whatsoever including but not limited to any loss of data, loss of savings, loss of business, loss of profit, or any other direct, indirect, special or consequential loss or damage, in each case whether arising from negligence, breach of contract, breach of statutory duty or otherwise which is in any way connected with or arises out of your use of this Service.
- 6.3. Without limiting the City of Manningham's rights referred to in these Terms, the City of Manningham and its employees, contractors and agents shall not be liable for any failure to perform their obligations if such failure arises from such circumstances reasonably beyond their control. These circumstances include, but are not limited to, strikes, lockouts, riots, acts of law, epidemics, earthquakes, fire, floods, government action, communication line failures, power failures, interruptions or shortages, computer or processing systems failures.

7. TERMINATION

- 7.1. These Terms remain in effect until your use of this Service is terminated.
- 7.2. The City of Manningham may terminate or suspend performance of these Terms or your use of this Service, for any reason at any time. The City of Manningham may attempt to notify you in advance, but are not obliged to do so.
- 7.3. Termination of your use of, or participation in this Service, shall not relieve you of any responsibility to pay outstanding fees or charges or other liabilities incurred prior to the date of termination. After termination, you cannot make further use of this Service and you must make alternative payment arrangements for unpaid accounts.

8. GENERAL TERMS

- 8.1. **Assignment:** you are not permitted without prior written consent from the City of Manningham to assign or transfer any of your rights, duties or obligations under these Terms.
- 8.2. **Waiver:** The City of Manningham shall not be deemed to have waived any of our rights or remedies under these Terms unless such waiver is in writing and signed by one of City of Manningham's authorised officers. No delay or omission on the City of Manningham's part in exercising any rights or remedies shall operate as a waiver of such rights or remedies.
- 8.3. **Governing Law:** These Terms shall be deemed to have been made and entered into at Melbourne in the State of Victoria, Australia, and shall be governed by and construed in accordance with the laws of Victoria. The Courts of Victoria shall have non-exclusive jurisdiction to decide any issue which may arise in relation to these Terms.
- 8.4. **Entire Agreement:** These Terms constitute the entire agreement and understanding between you and the City of Manningham and supersede any and all prior communications, representations, agreements or understandings between you and the City of Manningham with respect to the subject matter of these Terms.

- 8.5. **Changes to Terms:** The City of Manningham may change these Terms at any time. The City of Manningham will notify you of these changes by making a Notice available on this Service. By using this Service after the effective date of change, you confirm your agreement to the change. If you wish to do so, after being notified of a change to these Terms, you may terminate your use of this Service at any time by emailing your request to manningham@manningham.vic.gov.au, ensuring you include your user account details. The date of the current version of these terms appear at the bottom left hand corner of this page.