

Terms and Conditions

This document contains the terms and conditions for the use of Warrnambool City Council's online system known as eServices.

It is a condition of use of eServices that these terms and conditions are adhered to by all users.

1 Payments

- 1.1 You warrant to Warrnambool City Council that you are fully authorised to use any credit card details which you supply for the purpose of making payments while using eServices.
- 1.2 It is your responsibility to ensure that sufficient credit is available on your credit card to permit any payments made by you when using eServices.
- 1.3 Processing of credit card transactions is subject to the terms and conditions set by the issuer of your credit card in addition to these terms and conditions.
- 1.4 Any accounts you have with Warrnambool City Council 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 both your nominated financial institution and Warrnambool City Council and you will remain responsible to pay your account to Warrnambool City Council.
- 1.5 If Warrnambool City Council finds a transaction is incorrect, unauthorised or fraudulent, Warrnambool City Council may reverse the payment. In such circumstances, your transaction will remain payable.
- 1.6 Warrnambool City Council will endeavour to process all transactions without delay, but expressly disclaims any and all liability for any processing delays, or the consequences of any processing delays, which may occur in any circumstance, whether beyond reasonable control, or otherwise.
- 1.7 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 Warrnambool City Council.
- 1.8 Successful payment transactions will not be reflected in Warrnambool City Council records until Warrnambool City Council has received confirmation from its financial institution.
- 1.9 Warrnambool City Council will not store credit card details provided through eServices within its computer systems. The credit card information entered by you when making payments within this service is passed to SecurePay, using 256bit encrypted SSL coding.

2 Information Provided by You

- 2.1 You will ensure that the information you provide does not contain any viruses, malware or other computer programming routines that may damage, adversely interfere with, surreptitiously intercept or expropriate any system, data or personal information or otherwise interact in any unintended way with eServices and Warrnambool City Council computer systems.
- 2.2 You agree that all information you provide to Warrnambool City Council, while using eServices, will be correct to the best of your knowledge at the time you supply it.
- 2.3 Provision of incorrect information may result in unpaid accounts or a 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 Warrnambool City Council.
- 2.4 If you believe you have entered incorrect information when using eServices then you must contact Warrnambool City Council by sending an email to eservices@warrnambool.vic.gov.au with the details of the information that was incorrectly entered and the type of application/payment you were attempting to undertake. Warrnambool City Council makes no warranty that it will be able to correct the error or reverse any payment.
- 2.5 You consent to the collection and use, in accordance with Warrnambool City Council's Privacy Policy, of any information collected and any information you provide when using eServices. All information, except for credit card details, provided by you may be kept by Warrnambool City Council to enable processing of accounts and applications and for the provision of eServices generally by Warrnambool City Council.
- 2.6 For further information in regards to privacy of information please read the [Privacy Policy](#) available on the Warrnambool City Council website.

3 Access to The Service

- 3.1 eServices relies on the Internet to receive applications and payments and to deliver information via email. Access to the Internet by users of eServices is dependent on numerous factors, technologies and systems, many of which are beyond Warrnambool City Council's authority and control and Warrnambool City Council will not be liable or responsible for your inability to access the Internet or eServices.
- 3.2 Warrnambool City Council does not warrant that eServices will be available for use at all times or at any particular time and may without notice suspend access to eServices for any reason or that any particular computer system will be suitable for accessing eServices.
- 3.3 Notwithstanding efforts made by Warrnambool City Council to ensure that the provision of eServices is secure, you acknowledge that all electronic and telephonic data transfers are potentially susceptible to interception by others. Warrnambool City Council does not, warrant that data transfers utilising eServices, or electronic mail transmitted to and from us, will not be monitored or read by others. All information provided by you through eServices is provided at your own risk.

4 Application and Transaction Processing

- 4.1 Warrnambool City Council will endeavor to process applications for permits, certificates and payment transactions as soon as practicably possible unless the transaction is submitted on a weekend or non-working weekday. Warrnambool City Council 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 reasonable control, or otherwise.
- 4.2 You consent to receiving any documents, such as certificates, in an Adobe PDF format, as an attachment to an email or in such other format as Warrnambool City Council may determine from time to time. It will be your responsibility to have suitable computer systems available to receive and read any information provided through eServices.

5 Warranties

- 5.1 To the maximum extent permitted by law Warrnambool City Council expressly disclaims all conditions and warranties, express or implied, in respect of the provision of eServices and your use of eServices. This includes, but is not limited to, any warranty that eServices will operate without errors or that it will be operational and available at any times. If any condition or warranty is implied into these terms pursuant to any law and the law prevents 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 Warrnambool City Council's liability for breach shall, if the law so permits, be limited in the sole discretion of Warrnambool City Council 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 shall be limited to the maximum extent permitted by law.
- 5.2 Warrnambool City Council will not at any time or 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 the use of eServices.
- 5.3 Without limiting Warrnambool City Council's rights referred to in these terms, Warrnambool City Council 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.

6 Termination

- 6.1 These terms remain in effect until this agreement is terminated by Warrnambool City Council.
- 6.2 Warrnambool City Council may terminate or suspend this agreement or your use of eServices, without reason at any time. Warrnambool City Council may attempt to notify you in advance, but is not obliged to do so.
- 6.3 Termination of your use of, or participation in eServices, shall not relieve you of any responsibility or obligation including to pay outstanding fees or charges or other liabilities incurred prior to the date of termination. After termination, you may not make further use of eServices and you must make alternative payment arrangements for unpaid accounts.

7 General Terms

- 7.1 **Assignment:** you are not permitted without prior written consent from the Warrnambool City Council to assign or transfer any of your rights, duties or obligations under these Terms.
- 7.2 **Waiver:** Warrnambool City Council shall not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by one of Warrnambool City Council's authorised officers. No delay or omission on Warrnambool City Council's part in exercising any rights or remedies shall operate as a waiver of such rights or remedies.
- 7.3 **Governing Law:** These terms shall be deemed to have been made and entered into at Warrnambool 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.
- 7.4 **Entire Agreement:** These terms constitute the entire agreement and understanding between you and Warrnambool City Council and supersede any and all prior communications, representations, agreements or understandings between you and Warrnambool City Council with respect to the subject matter of these Terms.
- 7.5 **Changes to Terms:** Warrnambool City Council may change these terms at any time. Warrnambool City Council will make a current version of these terms available through eServices. By using eServices after the effective date of change, you confirm your agreement to the changes. If you do not agree to any change you may terminate your use of eServices at any time by emailing your request to eservices@warrnambool.vic.gov.au, ensuring you include your user account details. The date of the current version of these terms appears at the bottom left hand corner of this page.
- 7.6 **Severance of Terms:** If any term or terms in this agreement is illegal, void or unenforceable for any reason then that term or those terms are severed from this agreement as far as is practicable and the remaining terms remain in force.