

# eHume Terms and Conditions of Use

The following outlines the Terms and Conditions for Use of Hume City Council's (The Council) "eHume" system (The Service). It is a condition of use that these Terms and Conditions are adhered to by all using the Service. You acknowledge that you have read and understood these Terms and Conditions of Use and agree to be bound by them.

The Service is to be enhanced by additional features as they are developed. We hope you find it useful and that you enjoy the experience.

## ACCESS TO THE SERVICE

The Council 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.

Notwithstanding efforts made by the Council 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.

The Council values information privacy, because much of this information is confidential, privacy concerns make it mandatory that users of this service identify themselves and their interest in the property by agreeing to these Terms and Conditions by completing a simple on-line registration form. ([Click Here To Register](#))

Once the on-line registration has been submitted, validated and accepted, you will be contacted via the email address provided and advised of your login credentials and password.

Registration for the Service allows you to lodge and pay for the following services based on the user type.

There are two types of users:

1. **Guest User** - A casual visitor with the ability to pay for
  - a) Rates
  - b) Infringements
  - c) Animal Renewal Registrations.

No login required, just click on the 'Online Payments' option and enter a valid reference.

2. **Registered User** - Owners of property, or their nominated agent, within the Council may apply for registration to access this Service.

Application for Registered User access must be made via on-line registration form. ([Click Here To Register](#)). Each application for Registered User access will be vetted by the Council against its records.

The Council can refuse an Application for Registered User Access at any time, or can require additional information from you, before your request is processed. Once approved, a registered user will have the ability to apply and pay for the following:

- a) Land Information certificates
- b) Rates Certificates
- c) Building Regulation 610(2) Storm Water
- d) Infringements

- e) e326 (1,2,3) - Building Regulation Property Information Applications
- f) Planning Property Information (Commercial, Demolition and Residential)
- g) Private Building Surveyors - Section 80 Notifications

## **PAYMENTS**

You warrant the Council that you are fully authorised to use the credit card details for the purpose of making payments while using this Service.

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.

Processing of Credit Card transactions is subject to the terms and conditions set by the issuer of the Credit Card.

Any accounts you have with the 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 either your Nominated Financial Institution or the Council and you will remain responsible to pay your account to Council.

If Council finds a transaction is incorrect, unauthorised or fraudulent, the transaction will remain payable to Council.

Payment transactions will be submitted to be processed by 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 may 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.

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 Council.

Successful payment transactions will be reflected in our records once confirmation has been received from Council's financial institution.

The Council will not store any Credit Card details within its computer systems. Credit Card information entered by you when making payments within this service are passed to Council's authorised payment gateway, Securepay, using certified 256-bit SSL encryption.

## **INFORMATION PROVIDED BY YOU**

You will ensure that the information you provide does not contain any viruses, trojan horses, worms, time bombs, or other computer programming routines that may damage, adversely interfere with, or secretly intercept or expropriate any system, data or personal information.

You agree that all information you provide to Council, while using this Service, is correct to the best of your knowledge at the time you supply it.

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 Council.

If you believe you have entered incorrect information when using this Service, it is your responsibility to contact the Council via email [Contactus@hume.vic.gov.au](mailto:Contactus@hume.vic.gov.au) with the details of what was incorrectly entered, and the type of application/payment you were attempting to undertake.

You consent to the collection and use, in accordance with Council's [Privacy Statement](#). All information, except for Credit Card details, provided by you will be kept by the Council to enable processing of accounts and applications.

## APPLICATION AND TRANSACTION PROCESSING

Applications and payments transactions will be processed as soon as practicably possible unless the transaction is submitted on a weekend or non-working weekday. Council will endeavour to process all requests and transactions without delay, but explicitly disclaim any and all liability or consequences for any processing delays which may occur, whether beyond our reasonable control, or otherwise.

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 any required Adobe PDF Reader software available to open the PDF attachment.

## WARRANTIES

The Council denies all liability whatsoever and howsoever arising to any subscriber to this Service. Council explicitly 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.

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 Council's liability for breach shall, if the legislation so permits, be limited in the sole discretion of 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 will be limited to the maximum extent permitted by law.

Council 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.

Without limiting Council's rights referred to in these Terms and Conditions, 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.

## TERMINATION

These Terms and Conditions remain in effect until your use of this Service is terminated.

Council may terminate or suspend performance of these Terms and Conditions for any reason at any time. Council will attempt to notify you in advance, but are not obliged to do so.

You may terminate your use of this Service at any time by emailing your request to [Contactus@hume.vic.gov.au](mailto:Contactus@hume.vic.gov.au) ensuring your user account details and relevant reference details are included.

Termination of your use 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.

## GENERAL TERMS

**Assignment:** You are not permitted without prior written consent from Council to assign or transfer any of your rights, duties or obligations under these Terms and Conditions of Use.

**Waiver:** Council shall not be deemed to have waived any of our rights or remedies under these Terms and Condition of Use unless such waiver is in writing and signed by one of Council's authorised officers. No delay or omission on Council's part in exercising any rights or remedies shall operate as a waiver of such rights or remedies.

**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.

**Entire Agreement:** These Terms constitute the entire agreement and understanding between you and the Council and supersede any and all prior communications, representations, agreements or understandings between you and the Council with respect to the subject matter of these Terms and Conditions.

**Changes to Terms:** Council may change these Terms and Conditions of Use at any time. Council 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 and Conditions, you may terminate your use of this Service at any time by emailing your request to [Contactus@hume.vic.gov.au](mailto:Contactus@hume.vic.gov.au) ensuring your user account details and applicable reference details are included. The current version and dates these Terms and Conditions of Use were last updated appear at the bottom of this document.

## REFUNDS

Please check your application and payment details carefully – Once applications and payments have been submitted, ALL applicable charges will be incurred against the credit card provided and will not be refunded. In making any application you are acknowledging that no amendments, substitutions, cancellations or refunds will be available and payment of the application fee in full will apply.