

## Terms & Conditions for eNotices

These are the terms and conditions of use for the Services provided by Coffs Harbour City Council to receive your Council Account Notices: Annual Rate Notice(s), Rate Instalment Notice(s), Rate Reminder Notice(s), Water Account(s) and Water Account Reminder Notice(s) via email.

By your use and any on-going use of the service, you agree to be bound and comply with these terms and conditions of use. Upon registration to receive your Account Notices via email you acknowledge and agree that:

1. You are the property owner or person responsible for paying the nominated account;
2. Rates and Water Accounts, in accordance with the law, are issued in the name of the property owner(s). If you direct Council to send either Rates or Water Accounts to a third party (including tenants or managing agents), please be aware the property owner(s) will always remain legally liable for the payment of these accounts (regardless of any lease agreements or other agreements you may have with this party).
3. If you own more than one property, you must register separately for each property and Account type (i.e. Rate Notices or Water Notices);
4. You will receive your Account Notices through email and recognise that a paper Account Notice will no longer be issued;
5. You must advise any other person to whom notices are currently being sent that they will no longer receive paper Account Notices as a result of your request, and Council will not provide this notification;
6. It is your responsibility to receive and open emails containing electronic Account Notices;
7. By use of this facility you agree that the Account Notice will be deemed to have been delivered, presented, received and viewed by you once it has been delivered to your registered email address and your Account Notice is payable by the due date specified on the Notice;
8. You will be responsible and liable for late payments and/or other consequences resulting from a delay in viewing electronic Account Notices;
9. It may take up to one billing cycle for your Council registration to take effect;
10. It is your responsibility to ensure that your registered email address is kept up to date;

11. If you cease ownership of a property you will need to unsubscribe your Council subscription for that property. However, Council may automatically cancel your subscription for that property once notified of this change of ownership.
12. If you unsubscribe from receiving your Account Notice(s) electronically or you cancel your registered email address, paper Account Notices will be issued after this time via normal post, and notices will be sent to the last advised mailing address for the property. Unsubscription may take one billing cycle.
13. Council has the right to cease the arrangement to deliver Account Notices to your nominated email address, at which time paper Account Notices will be sent via normal post.
14. Council collects and manages the personal information you provide in accordance with the Privacy and Personal Information Protection Act 1998. Council will not disclose the information you give it to any other party except where permitted by law, or agreed or permitted by you.
15. These terms of use may be modified at any time by Council and you agree to continue to be bound by the terms of use as modified. Council will give you notice of these changes by publishing new terms of use. Council will not separately notify you of these changes.
16. To the maximum extent permitted by law, Coffs Harbour City Council will not be liable in any way for any loss or damage suffered by you through use or access to the Service, or Coffs Harbour City Council failure to provide the Services.