

City Of Bunbury E-Services Terms of Use

Interpretation

References to the singular include references to the plural and vice versa.

References to the male gender include references to the female gender and vice versa.

References to persons include both natural and corporate persons.

Headings are for convenience only and do not affect the interpretation of these terms and conditions.

Definitions

In these terms and conditions words have the following meanings:

Application means any request submitted to the City of Bunbury for approval, (including any associated documents such as plans, maps, title searches, licenses and certificates) whether by use of E-Services or otherwise.

Applicant means the person identified on an Application who has the principal legal responsibility for it and is named as such in any documents the City of Bunbury creates in relation to approving or rejecting the Application.

City of Bunbury includes its employees, agents, servants who from time to time are involved in the provision of E-Services, the planning and approvals department or information technology department related to E-Services.

E-Services means the electronic facilities provided by the City of Bunbury on www.bunbury.wa.gov.au through which Users may submit Applications and/or track the progress of Applications.

User means any person submitting Applications through E-Services as either principle or agent and/or any person otherwise electronically accessing the information provided by the City of Bunbury through E-Services.

Submitting of Applications Through E Services

All Applications submitted after 5:00pm Australian Western Standard Time are deemed to have been submitted on the next business day.

Where the User does not complete all payment fields in the online Application form at the time of submitting an Application, no receipt will be issued and no documents will be submitted to the City of Bunbury.

For Applications made using E-Services, the City of Bunbury will only issue a tax invoice/receipt for the submitted Application after any relevant payment has been made through the electronic means provided by E-Services.

The City of Bunbury disclaims all liability related to any Application documents allegedly submitted through E-Services in circumstances where an Applicant or User is unable to produce, upon City of Bunbury's request, a valid, tax invoice/receipt associated with the Application the User alleges she has submitted.

Receipt by a User of a tax invoice/receipt in no way constitutes an appraisal of the completeness, validity, or lawfulness or any other matter pertaining to the substance of the Application. While the date of the tax invoice receipt is presumed to be the date of an Application, it is not determinative of the date on which a completed Application has been submitted.

Where any Application is incomplete or otherwise deficient, the City of Bunbury reserves the right to request further information and halt further processing of the Application until such information is provided to the City of Bunbury.

Unless the City of Bunbury is not lawfully capable of doing so in any particular circumstance, the City of Bunbury may deem that an incomplete Application was submitted on a later date on which the User provides the last of any such information as was required by City of Bunbury to properly consider the Application.

All Applications are considered by the City of Bunbury in reliance on the following warranties.

The User of E-Services warrants that:

- a) where the User is not the Applicant, the User warrants that she has the actual authority of the Applicant to submit the Application to the City of Bunbury;
- b) the User understands that where an Application is incomplete, the City of Bunbury may at its discretion deem the date of the Application to be the date on which any outstanding information was received by the City of Bunbury; and
- c) all information contained in an Application is true, complete and correct at the time that the User submits it to the best of her knowledge and belief.

Indemnity

Users of the service accept all liability for the contents of documents which they submit. The User agrees to indemnify the City of Bunbury for any loss or claim incurred by way of actions, suits, demands and expenses and other liabilities of any nature (whether or not the User was or could have been aware of them) by persons in relation to any Application the User submits through E-Services.