

**VCAT Residential Tenancies Hub
(formerly VCAT Online)
Agreement**

Residential Tenancies Division

Victorian Civil and Administrative Tribunal (VCAT) 55 King Street Melbourne VIC 3000 GPO Box 5408 Melbourne VIC 3001 Ausdoc DX 210576 Melbourne	Website: www.vcat.vic.gov.au Email: vcatonline.residential@vcat.vic.gov.au	Telephone 1300 01 8228 (1300 01 VCAT) Facsimile 03 9628 9822
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TABLE OF CONTENTS

	PAGE
1. Interpretation	3
2. Context and Scope.....	5
3. Exchange of Data	5
4. Access Codes and Authentication.....	5
5. Receipt of Transmissions.....	5
6. Security	5
7. Systems Operation and Product Support	6
8. Fees	6
9. Third party service providers	7
10. Records and audit procedures.....	7
11. Liability.....	7
12. Termination.....	7
13. General Terms and Conditions	8
14. Notices	8

VCAT Residential Tenancies Hub Agreement

This agreement is made the _____ day of _____ 20____

Between

(CSV) Court Services Victoria (ABN 63 392 984 660)

a body corporate established pursuant to section 5 of the *Court Services Victoria Act 2014* (on behalf of the Victorian Civil and Administrative Tribunal - VCAT)

And

(the User)

Company	
A.C.N	
Trading as	

Collectively, the parties

- a. CSV is a body corporate established under Section 5 of the *Court Services Victoria 2014* (Vic), to provide or arrange for the provision of, the administrative services and facilities necessary or desirable to support the performance of the judicial, quasi-judicial and administrative functions of The Victorian Civil and Administrative Tribunal (VCAT) and Victorian courts.
- b. VCAT has created an internet-based electronic data interchange facility (VCAT Residential Tenancies Hub, formerly VCAT Online) for the electronic lodgement of applications and generation of notices under and for the purposes of the Acts.
- c. The User wishes to use VCAT Residential Tenancies Hub (formerly VCAT Online).
- d. CSV agrees to permit the User to use VCAT Residential Tenancies Hub (formerly VCAT Online) on the terms and conditions set out in this Agreement.

It is agreed

1. Interpretation

1.1 In this Agreement, unless the contrary intention appears:

“**Access Code**” means an electronic identification of a Sender consisting of symbols and/or codes and includes a password, user identification, electronic signature or other identification or authorisation medium;

“**Acts**” means the “*Residential Tenancies Act 1997*” and the “*Victorian Civil and Administrative Tribunal Act 1998*”;

“**Application**” means an application under the Acts lodged with VCAT by the User via VCAT Residential Tenancies Hub (formerly VCAT Online);

“**Business Day**” means any day excepting Saturday, Sunday or any declared public holiday in Melbourne, Victoria;

“**CSV**” means Court Services Victoria, a body corporate established pursuant to section 5 of the *Court Services Victoria Act 2014*

“**Fees**” means any fees imposed by the VCAT Act, the “*Tribunals and Licensing Authorities (Miscellaneous Amendments) Act 1998*” and the Regulations and any other legislation in respect of any application to VCAT under the Acts;

“Notice” means a notice under the *“Residential Tenancies Act 1997”* generated via VCAT Residential Tenancies Hub (formerly VCAT Online);

“Provider” means a third-party internet service provider;

“Recipient” means the party which receives data for the purposes of this Agreement either directly or through a Provider acting on that party’s behalf;

“Regulations” means any regulations made under the Acts;

“RT Act” means the *“Residential Tenancies Act 1997”*;

“Rules” means the rules of VCAT;

“Sender” means the party which transmits data for the purposes of this Agreement either directly or through a Provider acting on the that party’s behalf;

“TM Database” means the database on which Notices and Applications are recorded;

“Transmit” means to cause data to pass electronically from one person to another;

“User” means the person so named in the description of the parties at the commencement of this document;

“User’s Account” means an account held with a bank or other financial institution in the name of the User for the purpose of paying Fees;

“VCAT” means the Victorian Civil and Administrative Tribunal established under the VCAT Act;

“VCAT Act” means the *“Victorian Civil and Administrative Tribunal Act 1998”*;

“VCAT Residential Tenancies Hub (formerly VCAT Online)” means the electronic data interchange facility offered by VCAT;

“Writing” includes typewriting, printing, lithography, facsimile, electronic mail (email) or any other mode of representing or reproducing words in a visible form and

“written” has a corresponding meaning.

1.2 In the Agreement, unless the contrary intention appears:

- (a) words importing the singular number include the plural and vice versa;
- (b) words importing a gender include any other gender;
- (c) a reference to a person includes individuals, partnerships and other bodies whether corporate or otherwise;
- (d) all references to statutes or regulations shall be deemed to refer to such statutes or regulations as are in effect from time to time;
- (e) parts, clause and sub-clause headings are for convenient reference only and shall not affect the interpretation of this Agreement;
- (f) all Schedules and Appendices are hereto incorporated by reference and deemed part of this Agreement; and
- (g) the terms and conditions of this Agreement shall prevail in the case of inconsistency between the Schedules, Appendices or any of them and this Agreement.

2. Context and Scope

- 2.1 This Agreement is to be read in the context of, and applies subject to, the Acts, the Rules and any practice notes or directions as issued from time to time by VCAT.
- 2.2 This Agreement applies only to electronic communication via VCAT Residential Tenancies Hub (formerly VCAT Online).
- 2.3 In respect of any Application lodged by means of VCAT Residential Tenancies Hub (formerly VCAT Online) in accordance with this Agreement, the User shall comply with the Acts, the Rules and any practice notes or directions as issued from time to time by VCAT.

3. Exchange of Data

- 3.1 The parties agree to transmit and receive data relating to Notices and Applications in accordance with this Agreement.
- 3.2 The User shall have access to the TM Database upon input of the correct Access Code and subject to the terms of this Agreement and any other requirements as VCAT may advise from time to time;
- 3.3 The User acknowledges and agrees that it is responsible for the accuracy of all data entered by the User in any Application or Notice or on the TM Database.
- 3.4 Nothing in this Agreement shall affect any entitlement the User may have under the Acts, the Regulations, the Rules, any VCAT practice directions or otherwise:
- (a) to generate notices under or for the purposes of the Acts; or
 - (b) to generate or to lodge applications under or for the purposes of the Acts, by means other than those for which this Agreement provides.

4. Access Codes and Authentication

- 4.1 Neither party shall disclose to any unauthorised person the Access Code of the other party.
- 4.2 Neither shall use any Access Code other than its own.
- 4.3 Any Notice and any Application shall be deemed, unless otherwise provided by the Acts, the Rules or any practice note or direction issued by VCAT, for all purposes:
- (a) to be "written" or "in writing";
 - (b) if authenticated in accordance with this Agreement, to have been "signed"; and
 - (c) to constitute part of the VCAT proceeding file as defined in section 146 of the VCAT Act.

5. Receipt of Transmissions

- 5.1 Subject to sub-clause 5.2, data shall be deemed to have been received when it is accessible by the Recipient.
- 5.2 If the Recipient receives data which cannot be fully deciphered and understood by the Recipient, the Recipient must promptly notify the Sender of that data.

6. Security

- 6.1 The User shall keep secure its Access Code and any other access and identification codes used by the parties.

- 6.2 The User shall comply with any security procedures as advised from time to time by VCAT in relation to the use of VCAT Residential Tenancies Hub (formerly VCAT Online).
- 6.3 The User shall develop and implement its own security procedures, and shall cooperate with VCAT in the development and implementation of any security procedures, to ensure that transmissions of data and all equipment are and remain secure from unauthorised access and that all records and data are protected from loss, alteration or destruction.
- 6.4 If any party to this Agreement becomes aware of any breach of security, unauthorised use or transmission, that party shall immediately inform the other party, investigate the breach, use or transmission and report to the other party as to the outcome of the investigation.
- 6.5 The User acknowledges and agrees that in the event of any security breach use of VCAT Residential Tenancies Hub (formerly VCAT Online) may, at the discretion of VACT, be suspended without notice until security has been re-established to the satisfaction of VCAT.

7. Systems Operation and Product Support

- 7.1 VCAT shall advise the User of the minimum equipment and software requirements necessary to access and operate VCAT Residential Tenancies Hub (formerly VCAT Online).
- 7.2 The User acknowledges and agrees that:
- (a) VCAT may, at its discretion upon not less than 30 days' notice alter any minimum equipment and software requirements necessary to access and operate VCAT Residential Tenancies Hub (formerly VCAT Online);
 - (b) VCAT shall not be responsible for the provision or supply of any equipment or software necessary for the User to access and operate VCAT Residential Tenancies Hub (formerly VCAT Online) nor for and any maintenance, training or support in respect of the User's equipment or software, except as otherwise stated in this Agreement.

8. Fees

- 8.1 The User hereby grants to VCAT authority to withdraw from the User's Account any applicable Fees and agrees, at the request of VCAT, to execute any documents necessary to give effect to this authority.
- 8.2 The User must ensure that the User's Account at all times contains sufficient funds to cover any Fees when such Fees are due for payment.
- 8.3 The User acknowledges and agrees that it shall pay any fees, charges, interest or penalties imposed by any financial institution and incurred by VCAT due to the insufficiency of funds in the User's Account.
- 8.4 Subject to the Acts, the Regulations and any discretion of VCAT, any process or document (including any Application) in respect of which Fees are payable shall be void and invalid unless such Fees are paid when due in accordance with this clause 8.
- 8.5 The User acknowledges and agrees that VCAT may, in its discretion, immediately terminate this Agreement should the User fail to comply with sub-clauses 8.1 and 8.2.
- 8.6 VCAT shall refund any Fees debited from the User's Account:
- (a) where the User has been granted a waiver in respect of those Fees pursuant to the Acts, the Regulations or the Rules; and
 - (b) in any other circumstances where the User can substantiate to the satisfaction of VCAT that VCAT has received from the User's Account any sum not required to be paid by the User under this Agreement.
- 8.7 VCAT shall keep confidential all information relating to the User's Account except to the extent necessary to facilitate debits from the User's Account for the purposes of this Agreement.

- 8.8 The User shall promptly advise VCAT:
(a) if any of the information relating to the User's Account changes; and
(b) if the User's Account is closed or cancelled.

9. Third party service providers

- 9.1 The User may effect the transmission and exchange of data using VCAT Residential Tenancies Hub (formerly VCAT Online), for the purposes of this Agreement, via a Provider authorised by VCAT.
- 9.2 The User shall advise VCAT of the User's Provider and shall provide 14 days' written notice to VCAT of any change of its Provider.
- 9.3 The User acknowledges and agrees that VCAT shall not be responsible for any costs of the Provider engaged by the User.

10. Records and audit procedures

- 10.1 The User shall retain for a period of three (3) years all documents and data transmissions pertaining to Notices and Applications.
- 10.2 Upon request from VCAT, the User shall provide original copies of any of the documents or data transmissions, which the User must retain under sub-clause 10.1.

11. Liability

- 11.1 The User acknowledges and agrees that CSV, its agents and employees will not be liable for any loss or damage which may be sustained arising from:
any delay, omission or error in the electronic transmission or receipt of any data pursuant to this Agreement (including, but not limited to, any failure of the User's Provider, any failure of the VCAT Residential Tenancies Hub (formerly VCAT Online) system and/or any interface to the internet maintained by the State of Victoria); any error or omission in any Notice, Application or any data entered by the User in the TMdatabase or any other data created by the User;
- a. any error or omission in any paper copy of any data printed from VCAT Residential Tenancies Hub (formerly VCAT Online)
- 11.2 The User releases CSV, its agents and employees from and against:
- b. all damages, costs, expenses, loss and damage which the User may sustain; and
- c. all actions, proceedings, claims and demands whatsoever which may be brought or made against the User by any person, in respect of or by reason of or arising out of the circumstances set out in paragraphs (a), (b) and (c) of sub-clause 11.1.
- 11.3 The User indemnifies CSV, its agents and employees from and against:
- (a) all damages, costs, expenses, loss and damage which CSV, its agents and employees may sustain; and
- (b) all actions, proceedings, claims and demands whatsoever which may be brought or made against CSV, its agents and employees by any person, in respect of or by reason of or arising out of the circumstances set out in paragraphs (a), (b) and (c) of sub-clause 11.1.
- 11.4 This clause 11 shall survive the termination of this Agreement.

12. Termination

- 12.1 Subject to the discharge of its obligations under this Agreement, either party may terminate this Agreement by giving seven (7) days written notice thereof to the other party, which notice shall specify the effective date of termination;

- 12.2 The parties agree and acknowledge that termination of this Agreement in accordance with sub-clause 12.1 shall not affect:
- (a) the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination;
 - (b) the validity of any Notices and Applications made or lodged or otherwise furthered in accordance with this Agreement.

13. General Terms and Conditions

- 13.1 This Agreement is binding upon the parties and their successors.
- 13.2 The User shall not assign, in whole or in part, any rights or obligations under or pursuant to this Agreement without the prior written consent of CSV.
- 13.3 The Agreement takes effect, is governed by, and shall be construed in accordance with the laws from time to time in force in the State of Victoria. The parties submit to the exclusive jurisdiction of the Courts of such State.
- 13.4 This Agreement and any Schedules and appendices herein constitute the complete agreement of the parties relating to the subject matter contained herein. All prior representations, agreements and statements, whether oral, written or in electronic form are hereby superseded.
- 13.5 No modification or variations to this Agreement shall be effective unless expressed in writing and signed by the parties.
- 13.6 If any part of this Agreement should be held in law to be void, void able, unenforceable or illegal, such provision shall be deemed modified to the extent required to comply with such law or, if necessary, shall be severed from the rest of the Agreement and the remainder of the Agreement shall have full force and effect.
- 13.7 No waiver of any breach of this Agreement shall be effective unless in writing and signed by the party granting such waiver. Unless otherwise expressly provided, the extent of any waiver granted shall be restricted to the specific breach concerned and shall not extend to any further occurrence of such breach.

14. Notices

Any notice or other communication which may be given to or served upon a party pursuant to this Agreement shall be deemed to have been duly given or served:

- (a) by delivery, effective at the time of actual delivery;
- (b) by telex, facsimile or electronic mail (e-mail), effective at the time of transmission if transmitted during the recipient's regular business hours and otherwise effective at the commencement of business on the recipient's next Business Day following transmission; or
- (c) By registered mail, two (2) Business Days after the day on which the document was posted; Provided however that in the event of an actual or threatened disruption of the regular postal service notice shall not be given by mail.

<p>Victorian Civil and Administrative Tribunal (VCAT) 55 King Street Melbourne VIC 3000 GPO Box 5408 Melbourne VIC 3001 DX 210576 Melbourne</p>	<p>Website: www.vcat.vic.gov.au Email: vcatonline.residential@vcat.vic.gov.au</p>	<p>Telephone 1300 01 8228 (1300 01 VCAT) Facsimile 03 9628 9822</p>
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Signing Page

Executed by the parties

Executed by **Court**)
Services Victoria)
in the presence of:)

Signature of officer with
authorisation

Signature of witness

Name (print)

Name of witness (print)

Position (print)

Position of witness (print)

Date

[##Option One: Where the User has two directors or a director and company secretary, use this execution block]

Executed by

ACN

in accordance with s 127(1) of
the *Corporations Act 2001*:

.....
Signature of Company Secretary/Director

.....
Signature of Director

.....
Name of Company Secretary/Director (print)

.....
Name of Director (print)

[##Option Two: Where the User has one director, use this execution block]

Executed by

ACN

in accordance with s 127(1) of the
Corporations Act 2001:

)

)

..... Signature of Sole Director

..... Print full name