Electronic Verification of Rent (EVoR) Terms

## Interpretation

* 1. Words and phrases not defined in these Terms have the same meaning as those in the EVoR Policy.

## Application

* 1. These Terms are a contract between Services Australia (the agency) and the Business, commencing on and from the date the agency approves the Business to use EVoR. The contract is terminated immediately if the agency withdraws its approval for the Business to use EVoR or the Business voluntarily withdraws from using EVoR.
  2. The agency makes EVoR available to a Business as consideration for the Business’s compliance with these Terms.
  3. Terms 4, 5, 7 and 8 survive termination of the contract.

## System availability

* 1. The agency does not guarantee that EVoR will be available at any particular time. The agency has no responsibilities to the Business if the system is unavailable at any time or for any reason.
  2. Planned system outages will be listed on the Services Australia website.

## Customer consent

* 1. Businesses must, when obtaining a Customer’s consent, use wording substantially in a form as notified by the agency, or otherwise contained in the EVoR Procedural Guide.
  2. The Business warrants that, for each EVoR transaction, the Business has a valid current consent from the Customer authorising the Business to verify and update the Customer's rent amount electronically with the agency each time there is a change in rent.
  3. The Business is responsible for the actions of every person that accesses EVoR using the Business’s users’ access credentials, whether or not that person is acting in the course of their duties on behalf of the Business.
  4. The Business must retain, and securely store, each Customer consent record for a period of 2 years from the date the Customer ceases to be a Customer of the Business, and maintain a filing system that enables efficient retrieval.

## Information disclosed by the agency

* 1. The Business must:
     1. securely store all information it receives from the agency
     2. ensure compliance with its obligations under relevant secrecy provisions and the Privacy Act 1988 and in particular protect all information received from misuse, interference and loss, as well as unauthorised access, modification or disclosure, and
     3. comply with any directions of the agency related to the collection, recording, use or disclosure of Customer information.
  2. The Business must not:
     1. allow another organisation to use the Business’s access to EVoR, except:
        1. where that organisation is engaged by the Business and that engagement includes verifying and updating a Customer's rent amount electronically with the agency each time there is a change in rent, or
        2. where the Business provides accommodation services on behalf of that organisation, and that Business is auditing the performance of the Business
     2. make enquiries or submit information on behalf of another organisation, and
     3. under any circumstances, supply to any third party any Customer information for a fee.
  3. The Business must not adopt, use or disclose a Customer Reference Number (CRN) for any purpose other than for the purpose of accessing EVoR to verify and update a Customer's rent amount electronically with the agency each time there is a change in rent, as authorised by that Customer’s consent except where prior permission is granted by the agency.
  4. The Business must securely destroy each Customer consent record containing a Customer’s CRN immediately after the period referred to in clause 4.4 expires in relation to that Customer consent record.

## Conduct of Business

* 1. The Business warrants that it complies with all licensing and regulatory requirements relevant to its activities.
  2. The Business must not represent its approval to use EVoR in a manner that represents endorsement of the Business or its activities by the agency.
  3. The Business must not misrepresent to Customers the Terms on which EVoR is available.

## Intellectual property

* 1. The agency may provide materials to the Business to enable the Business to access and use EVoR. This includes but is not limited to: software; technical specification documents including private algorithms, access credentials or secret keys; equipment; goods; information or data stored by any means (material).
  2. If the agency makes any material available to the Business:
     1. ownership of intellectual property rights in that material remains with the agency at all times
     2. the Business may use that material solely for the purpose of accessing and using EVoR
     3. the Business must treat all material as confidential and not make the material available to any other person or party
     4. the Business must not modify, de-compile, exploit for commercial use or customise the material, and
     5. the Business must not sub-license any of the material.
  3. The agency may, at any time, require the Business to return, delete, destroy or otherwise cease using any material provided by the agency.
  4. Upon termination of the contract, the Business must immediately return to the agency or securely delete from any system or documentation the EVoR material that has been incorporated (as applicable).
  5. The Business must comply with any directions given to it by the agency in relation to any material provided by the agency.

## Audit

* 1. The agency, the Australian National Audit Office or the Office of the Australian Information Commissioner may conduct audits or reviews of the Business’s activities in relation to:
     1. obtaining, creating, retaining and storing of Customer information including Customer consent records
     2. use and disclosure of Customer information including the Customer Reference Number (CRN)
     3. the Business’s use of the agency’s intellectual property, including compliance with any licences given by the agency, or
     4. the Business’s use of the EVoR, generally.
  2. The Business must make relevant records available for any audits or reviews.
  3. Each party will bear its own costs of any audits or reviews conducted.

## Fees

* 1. The Business must not charge a fee to a Customer for the use of EVoR.

## Variation to Terms

* 1. The agency may, from time to time, vary these Terms and publish the varied Terms on the   
     Services Australia website.
  2. The Business is responsible for informing itself of any variations to these Terms before accessing EVoR.
  3. The Business must, if it does not agree to comply with those varied Terms, immediately notify   
     the agency that the Business withdraws from using EVoR.
  4. The Business will be taken to have agreed to the varied Terms if it does not withdraw from using EVoR and continues to access EVoR after the Terms are varied.

## Governing law

* 1. This agreement is governed by the law in force in the Australian Capital Territory and the parties submit to the non-exclusive jurisdiction of the courts of that place.