

VCAT Residential Tenancies Hub

Terms of use

1. The [Residential Tenancies Hub](https://www.vcat.vic.gov.au) website (**RT Hub**), accessible via <https://www.vcat.vic.gov.au>, is an internet-based electronic data interchange facility for the Residential Tenancies List in the Victorian Civil and Administrative Tribunal (**VCAT**).
2. The RT Hub is maintained by Court Services Victoria (**CSV**) (ABN 63 392 984 660), a body corporate established pursuant to section 5 of the *Court Services Victoria Act 2014* (**we** or **us**) on behalf of VCAT.
3. The RT Hub is accessible only by registering for an account (**RT Hub Account**). An individual may register for an RT Hub Account as a Residential Rental Provider, Renter, Rooming House Operator or Rooming House Resident, as defined in the *Residential Tenancies Act 1997*, or other categories as provided for on the RT Hub from time to time. Real estate agencies and community housing groups can also register for an account which their agency or group can collectively use (**Group RT Hub Account**).
4. By registering as a user of the RT Hub, the registrant (**you**) agree to these terms of use effective from the date of registration.
5. Users of Group RT Hub Accounts further agree to additional terms on registration as set out in *Part B: Additional Conditions for Group RT Hub Accounts*. In these terms of use the term “RT Hub Account” includes a “Group RT Hub Account”.

Part A: General conditions

Content of the RT Hub

6. The RT Hub allows users to create notices and submit applications to VCAT in relation to residential tenancies.
7. We have taken reasonable care to ensure that the material on the RT Hub is correct and current at the time of publication, but we make no warranty, either express or implied, concerning the suitability, reliability, availability, timeliness, or accuracy of the content of the RT Hub. You agree to assume all responsibility and risk associated with your use of the RT Hub.
8. You understand and acknowledge that the internet is not a secure medium and communications to and from the RT Hub may be intercepted or altered in transit. To the extent permitted by law, we make no representation or warranty, either express or implied, that the RT Hub will be free from viruses, malicious computer code or other forms of interference which may damage your computer system or any device used to access the RT Hub, or affect your registration.
9. We reserve the right to amend, delete, add to, or otherwise revise any information or materials contained on the RT Hub at any time, including these terms of use. Changes

will be effective from the date we upload them to the RT Hub. It is your responsibility to monitor any such changes.

10. Unless stated otherwise, copyright in the RT Hub (including content and design) is owned by us or used under licence.
11. You may not reproduce, adapt, modify, communicate to the public or otherwise use any part of this website without our prior written consent.
12. No part of the RT Hub may be framed, hyperlinked from another website or webpage, or used for commercial purposes.
13. You must not use or register the words “Residential Tenancies Hub” or “RT Hub” or any substantially identical or deceptively similar name as a business name, trademark, domain name or any other business registration.

Access requirements

14. You are solely responsible for:
 - a) ensuring that the information you supply via the RT Hub complies with all applicable laws, including the *Victorian Civil and Administrative Tribunal Act 1998 (VCAT Act)*, *Victorian Civil and Administrative Tribunal Rules 2018 (VCAT Rules)*, *Victorian Civil and Administrative Tribunal (Fee) Regulations 2016 (VCAT Fee Regulations)*, and any applicable VCAT orders;
 - b) maintaining the confidentiality of your password and login details;
 - c) the accuracy of any information or data you submit through the RT Hub;
 - d) promptly advising us if any of the information relating to your RT Hub Account changes or if you intend to close your RT Hub Account;
 - e) conducting such virus scanning and other checks as may be necessary to ensure that the downloaded material will not corrupt or damage your property (including damage to software, hardware or data) or that of any other person; and
 - f) ensuring you have the equipment and software required to access and use the RT Hub.
15. VCAT is not responsible for the provision or supply of any equipment or software necessary to access and operate the RT Hub, nor for any maintenance, training, or support in respect of the registrant’s or any other user’s equipment or software.

Disclaimer

16. To the extent permitted by law, CSV and its employees and agents are not liable (whether based on contract, tort, negligence, strict liability or otherwise) for any direct, indirect, punitive, incidental damages or any damages whatsoever including, without limitation, damages for loss of use of data, loss of data, indirect or consequential loss or damage (including loss of business, income or revenue; loss of profits or contracts; anticipated savings; wasted management time), incurred by or awarded against you or any other person arising out of or in any way connected with your use, or the performance, of the RT Hub.

Privacy

17. When you register for an RT Hub Account, we collect personal information such as your name, email address and IP address. We will use this information to communicate with you about your use of the RT Hub. We also collect additional personal information, including your residential address, when you submit notices or applications through the RT Hub. We will manage your personal information in accordance with [VCAT's privacy statement](#) and the *Privacy and Data Protection Act 2014*.
18. Documents submitted to VCAT through the RT Hub will form part of VCAT's proceeding file which may be subject to inspection by the public in accordance with section 146 of the VCAT Act.

Termination

19. You may terminate your RT Hub Account at any time by giving at least seven (7) days' written notice to VCAT. The notice must specify the exact termination date.
20. Your RT Hub Account will be terminated by VCAT on the date specified in your written notice without further notification.
21. Upon termination of your RT Hub Account, you will no longer be able to retrieve any documents or information from your RT Hub Account.
22. We reserve the right to refuse or terminate access to the RT Hub to anyone at any time without notice or reason.

Applicable law

23. These terms of use and your use of the RT Hub are governed by the laws of Victoria, Australia and you consent to the exclusive jurisdiction of the courts of Victoria, Australia.
24. Any applications or notices made through the RT Hub are subject to the VCAT Act, VCAT Rules, and VCAT Fee Regulations and any practice notes or directions as issued from time to time by VCAT.
25. The RT Hub may be accessed throughout Australia and overseas. We make no representation that the content of the RT Hub complies with the laws (including intellectual property laws) of any country outside Australia. If you access this website from outside Australia, you do so at your own risk and you are responsible for ensuring compliance with all laws in the place where you are located.

Part B: Additional terms for Group RT Hub Accounts

26. The following terms apply to users of Group RT Hub Accounts in addition to the terms above.

Direct debit registration

27. When registering for a Group RT Hub Account, you must provide details of a nominated credit card or debit card to be linked to your account using the *Direct Debit Request*

Form. If a credit card or debit card is not provided, your application for a Group RT Hub Account will be rejected.

28. You grant us authority to:
 - a) directly debit from the card linked to your Group RT Hub Account any fees payable in respect of any application you make to VCAT through the RT Hub, including fees imposed by operation of the VCAT Act, VCAT Rules and VCAT Fee Regulations (**Fees**); and,
 - b) disclose the nominated credit card or debit card details you provide as required to our financial institution to initiate the drawing to your nominated account.
29. You confirm that you are authorised to use the nominated credit card on behalf of the registrant and to execute any documents or take any action necessary to give effect to the authority to debit the credit card.
30. You must ensure that the card linked to your Group RT Hub Account contains sufficient funds to cover any Fees when they are due for payment.
31. If you do not have sufficient funds at the time of direct debit:
 - a) your Group RT Hub Account will be suspended until any outstanding Fees are paid and you request that your Group RT Hub Account is restored; and
 - b) you are responsible for any fees, charges, interests or penalties imposed by any financial institution which we incur as a result.
32. You indemnify us against any costs we incur as a result of you providing incorrect or expired credit card or debit card details, or unauthorised use of the credit card.
33. Any document, process or application initiated through the RT Hub is not valid until any Fees are paid when due.
34. We will return any Fees debited from your Group RT Hub Account where:
 - a) you have been granted a waiver in respect to those Fees pursuant to the VCAT Act, VCAT Rules or VCAT Fee Regulations; or
 - b) any other circumstances apply where you can substantiate to our satisfaction that we have received from your Group RT Hub Account a sum of money not required to be paid.

Shared accounts

35. Group RT Hub Accounts may be used by multiple employees of a registrant.
36. You are responsible for managing access to your password and login details, including taking reasonable steps to avoid misuse of or unauthorised access to your Group RT Hub Account.
37. You must immediately inform us of any breach of security or unauthorised use of your Group RT Hub Account which you become aware of.
38. Following a security breach or unauthorised use of your Group RT Hub Account:
 - a) you must carry out any reasonable investigations we ask you to and report to us the outcome of your investigations; and

b) we may suspend your Group RT Hub Account without notice until security has been re-established to our satisfaction.

39. We are not liable for any monetary loss you incur because of unauthorised access or breach of security in relation to your Group RT Hub Account.

I acknowledged that I have read, understand, and agree to the terms of use as set out in this document.

Signature of Authorised Person

Print Name and Title

Date