



Professionals who require a certified statement of utility charges in order to convey title to a property, must register for an online Account and PIN number. Fees are payable for this service. To register please [click here](#).

General property information such as legal description and assessment values is available at no charge by choosing “Property Information” from the Main Menu page.

Utility Customer Account Information is available at no charge by choosing “Utility Services Customer” on the Main Menu page.



**REGIONAL DISTRICT OF NANAIMO
WEB CUSTOMER APPLICATION**

THIS IS A CONTRACT. BY SIGNING BELOW YOU AGREE TO BE BOUND BY THE REGIONAL DISTRICT OF NANAIMO'S STANDARD WEB CUSTOMER AGREEMENT A COPY OF WHICH HAS BEEN PROVIDED TO YOU ALONG WITH THIS APPLICATION.

CUSTOMER INFORMATION	
CUSTOMER'S FULL BUSINESS NAME	
BUSINESS ADDRESS	
MAILING ADDRESS IF DIFFERENT FROM ABOVE	
TELEPHONE _____	FAX _____
EMAIL ADDRESS _____	

AUTHORIZED USERS	
Name	Key Word
1.	
2.	
3.	
4.	

PAYMENT OPTIONS – circle one	
<u>Prepaid account:</u> A cheque in the amount of \$120.00 must accompany this application. It is understood that all charges in excess of the initial deposit will be paid for immediately upon receipt of a statement of account and that a further \$120.00 will be deposited upon request to keep the account in good standing.	<u>Pre authorized payment by credit card:</u> Your certificate charges will be charged to your credit card on or about the 5 th of every month using the credit card information provided in this application. Please complete the credit card authorization attached and forward it with this application.

AGREEMENT
The Customer named above hereby agrees that the Customer has read the Regional District's Web Customer Agreement and agrees to be bound by it in consideration of the Regional District of Nanaimo providing Web Customer Service to the Customer.

Customer signs here:	Accepted by Regional District:
Print Name:	Print Name:
Date:	Date:

For Regional District Use Only:
THE FOLLOWING ACCOUNT NUMBER AND PIN NUMBER HAVE BEEN ASSIGNED FOR THE USE OF THE AUTHORIZED USERS NOTED ABOVE: ACCOUNT NUMBER _____
PIN NUMBER _____

CONTACT INFORMATION	
Regional District of Nanaimo 6300 Hammond Bay Rd. Nanaimo, B.C. V9T 6N2 Attention: Accounts Receivable	Telephone 250-390-4111 or toll free in BC 1-877-607-4111 Fax 250-390-6572 Website: www.rdn.bc.ca



**REGIONAL DISTRICT OF NANAIMO
WEB CUSTOMER APPLICATION
AUTHORIZATION TO CHARGE CREDIT CARD FOR ACCESS FEES**

This form authorizes the Regional District of Nanaimo to charge to the credit card account given below the appropriate fee for the release of products and/or services.

The information contained in this form will be kept in a confidential file and used only upon your request either in writing, by fax or by phone.

When making your request please indicate that we have this information on file.

Type of Credit Card: Visa • MasterCard •

Credit Card Number: _____

Card Expiry Date: _____

Company Name: _____

Cardholder's Name: _____

Authorizing Signature: _____

REGIONAL DISTRICT OF NANAIMO – WEB CUSTOMER AGREEMENT (WCA)

Customer compliance with the following terms is a condition of using the Regional District of Nanaimo Web Customer Services and applies to all web based information which may be available now or in the future.

1.0 DEFINITIONS AND INTERPRETATION

1.1 Definitions – in this document

- a) *Authorized Recipient* means an individual under the WCA
- b) *Authorized Uses* means the purposes or uses, set out in the Customer's application for which access to personal Information is permitted and for which it may be used under the WCA
- c) *Customer* means the customer named in an application for Web Customer service and with whom the Regional District of Nanaimo has entered into a WCA
- d) *Regional District* means the Regional District of Nanaimo
- e) *FIPPA* means the Freedom of Information and Protection of Privacy Act as amended from time to time
- f) *WCA* means the information services agreement between the Regional District and Customer which is formed on the terms set out in this document and by the Regional District's acceptance of the Customer's application by the Regional District's signing of the Customer's application
- g) *Personal Information* means information received by the Customer from the Regional District about an identifiable individual
- h) *Record* means information recorded in any medium (including a paper copy, electronic form, machine readable record, computer disk, digital record, photograph, video tape or magnetic tape)

1.2 INTERPRETATION– reference in this document to

- a) A "section" or "appendix" is a reference to a section of or appendix to this document
- b) Regional District or Customer is a reference to their respective officials, officers, directors, employees, agents and contractors and;
- c) the singular includes the plural and vice versa

2.0 NATURE OF THIS DOCUMENT

This document sets out the terms of every WCA, by which the Customer agrees to be bound contractually as provided in the Customer's application for Web Customer service.

3.0 FEES AND TAXES PAYABLE BY CUSTOMER

Customer agrees to pay all fees and charges levied by the Regional District and incurred by the Customer for services provided by the Regional District in accordance with the rates established from time to time by the Regional District, and notified to the Customer, including by posting by the Regional District on the Regional District's web site. The Customer agrees that the Regional District is entitled to change the fees from time to time by notifying the Customer of the change with the change being effective as specified in the notice. The Customer must as a precondition to receiving any service from the Regional District under the WCA, deposit with the Regional District the amount of money stipulated as a deposit by the Regional District. The Regional District may, at its discretion, discontinue the delivery of service when the balance on deposit is at or near zero. The Regional District is entitled from time to time to change the deposit amount that must be maintained by the Customer with the Regional District. The Customer agrees that it must pay applicable taxes (including GST) in addition to the fees and the Customer agrees to pay all other taxes that may become payable by law on fees in the future. Interest is not payable on any deposit amount held by the Regional District.

4.0 NATURE OF SERVICES

Customer acknowledges and agrees that:

- a) the services generally available from time to time through the Regional District Web Customer may not all be made available to the Customer in the Regional District's sole discretion
- b) services generally available through the Regional District Web Customer may change from time to time, and;
- c) that the Regional District does not represent, warrant or promise that any or all services available from time to time to the Customer or anyone else will at all times be available or be available at any given time

Without affecting the generality of the foregoing, the Customer acknowledges and agrees that:

- d) services to the Customer may, without prior notice, at any give time, not be available to the Customer because of technical failure (whether due to the failure of the Regional District's computer or other equipment, failure of telecommunications facilities of any party, or any other case or source whatsoever);
- e) the sole risk and responsibility for any loss, damage or liability associated with the service not being available to the Customer at any given time is solely that of the Customer;

Regional District has not represented and does not represent or warrant that;

- f) any information disclosed or communicated to the Customer is or will be useful, correct, accurate or complete and the Customer assumes all risk of and liability associated with any information being not useful, incorrect, inaccurate or incomplete
- g) that information will be received by the Customer within a reasonable time after the Customer's request

- h) information will be received by the Customer uncorrupted or free of viruses or other defects; or
- i) communications between the Customer and the Regional District (including information sent to the Regional District) will not be intercepted or interfered with by others; and

Customer releases the Regional District from and waives, any liability, losses (including economic losses), damages, costs, causes of action, claims and proceedings (including legal costs and also costs in connection with any proceeding under the FIPPA) that may be suffered or incurred by the Customer and anyone else, in any way connected with anything described in this Section 4.0, with the intent of this section being to place the risk of loss connected with the WCA on the Customer and not the Regional District

5.0 INDEMNITY

The Customer must indemnify and hold the Regional District harmless from and against any liability, losses (including economic losses), damages, costs, causes of action, claims and proceeding (including legal costs and also costs in connection with any proceeding under the FIPPA) that may be suffered or incurred by the Regional District, or suffered or incurred or brought by any customer, client or third party to whom the Customer is contractually bound or to whom the Customer has any legal duty, that are in any way connected with or arise directly or indirectly out of the Customer's performance or breach of the WCA, receipt by the Customer of services, or the Customer's use, disclosure, retention, storage, disclosure or destruction of information (including Personal Information), including because of the incompleteness or inaccuracy of any such information. Customer agrees that this indemnity extends to any matter described in this section in any way connected with or arising directly out of use by any party of Web Customer services using the Customer's account

6.0 NO WARRANTIES OR REPRESENTATION

The Customer agrees that there are no express or implied representations, warranties or promises of any kind with regard to any services provided by the Regional District under the WCA and that all representations, warranties and promises of any kind, express or implied are hereby expressly excluded by the Regional District

7.0 CUSTOMER EQUIPMENT

The Customer is solely responsible for ensuring that the Customer's computer and other related equipment from time to time meets the minimum requirements necessary to receive services from the Regional District and the Customer acknowledges and agrees, for clarity, that changes in the Regional District Web Customer technical specifications may mean that the Customer's computer and other related equipment ceases to be sufficient or adequate to enjoy those services, with the Customer agreeing that the risk, cost and responsibility of that happening is solely that of the Customer.

8.0 CUSTOMER REPRESENTATIVES' DUTIES

The Customer appoints the individual named in the Customer's application as the Customer's representative as the individual responsible for the WCA and the Customer's compliance with it. The Customer must cause that individual to perform this responsibility.

9.0 AUTHORIZED RECIPIENTS

The Customer appoints the individuals named in the Customer's application as Authorized Recipients as the only individuals authorized under the WCA to receive and use Personal Information from the Regional District.

10.0 COMPLIANCE WITH WCA

The Customer must comply with the WCA at all times and cause its officers, directors, employees, agents and contractors to comply with the WCA at all times. The Customer must ensure that only Authorized Recipients have access to and use Personal Information. The Customer agrees that Authorized Representatives may have access to and use Personal Information for one or more of the Authorized Uses and for no other purpose or use.

11.0 OTHER DISCLOSURE

Despite Section 10.0 the Customer or Authorized Recipients may disclose Personal Information only to:
Authorized Recipients

The individual the Personal Information is about upon satisfactory proof of that individual's identity

On demand to the Regional District of the Information and Privacy Commissioner for British Columbia acting under FIPPA for the purpose of any audit, investigation or review, or;

In demand to external auditors or investigators appointed by the Regional District

12.0 SECURITY MEASURES

The Customer must:

- a) ensure that Personal Information is kept secure from unauthorized use, disclosure or destruction, including by providing physically and technologically secure storage for Personal Information in all forms in which it is stored by the Customer
- b) must create and implement policies and procedures necessary to ensure that Personal Information is secure from unauthorized uses, disclosure, destruction, including in order to ensure that no one other than an Authorized Recipient is able to gain access to our use Personal Information; and

- c) agrees that the Regional District is entitled from time to time to notify the Customer of rules prepared by the Regional District or stipulated by law (including under FIPPA) regarding the use, disclosure, storage retention or destruction of Personal Information and that the Customer must at once comply with those rules

13.0 RETENTION OF PERSONAL INFORMATION

The Customer must not copy Personal Information except to the extent absolutely necessary for its Authorized Use. After Personal Information has been used, Customer must destroy all copies of the Personal Information in whatever form it is recorded, except that Customer may retain one paper copy of the Personal Information if, and only to the extent that, it is necessary to do so for the Customer to be able to establish in any proceeding that the Customer has acted lawfully, with reasonable care or with due diligence in respect of any matter.

14.0 TERMINATION BY CUSTOMER

Customer is entitled to terminate the WCA by giving 10 days notice to the Regional District. The Regional District must within a reasonable time after the termination becomes effective return any remaining deposit balance held by the Regional District under Section 3.0.

15.0 TERMINATION BY REGIONAL DISTRICT

- a) If the Customer breaches any term of the WCA, the Regional District is entitled to terminate the WCA by giving of notice of termination to the Customer, which is effective immediately.
- b) If the Regional District so terminates a WCA due to a breach of the terms and conditions, it is entitled to keep any remaining deposit amount to the extent necessary to indemnify or compensate the Regional District for any loss or damage it may suffer because of the Customer's breach.
- c) The Regional District may terminate the WCA without cause by giving 10 days notice to the Customer
- d) If the Information and Privacy Commissioner for British Columbia recommends or orders that the Regional District cease disclosing Personal Information under WCA's such as this one then the Regional District will be entitled to terminate all or any part of the WCA by giving notice of termination which is effective immediately and will within a reasonable time return any monies on deposit under Section 3.0

16.0 CHANGE IN REPRESENTATIVES OR RECIPIENTS

If the Customer's representative or Authorized Recipient ceases employment with the Customer or otherwise ceases to be the representative or a recipient, the Customer must at once appoint another individual and must at once notify the Regional District of the departure and the new appointment.

17.0 NOTICE

Any notice that is required or may be given under the WCA must be given in writing delivered or faxed to the address of facsimile number set out above. Notice may also be given by e-mail sent to the appropriate e-mail address set out above, but notice by e-mail is valid only if the sender of the notice retains and produces a paper copy of the internet server confirmation of successful sending of the e-mail and the sender also delivers of faxes a confirming notice in accordance with the rest of this section within two days after the e-mail notice was given. Notices may also be given by the Regional District,(but not by the Customer), by posting the notice on the Regional District's internet website, with the website address being as set out in the Customers application. A party must give notice to the other at once of any address, facsimile, e-mail address or website change.

18.0 WAIVER

An alleged waiver of any breach of the WCA is effective only if it is a written waiver and a written waiver is effective only in respect of the breach to which it expressly relates.

19.0 SEVERANCE

If any portion of this document is held by a court to be illegal, void or uncertain, that part is to be severed from the WCA, the rest of which remains in force and binds the Customer and Regional District as if the severed portion had not formed part of the WCA.

20.0 ENTIRE AGREEMENT

This document contains the entire WCA between the Regional District and the Customer concerning its subject and there are no representations, warranties, agreements, promise or covenants other those expressly set out in the WCA.

21.0 NO ASSIGNMENT

The Customer is prohibited from assigning or subcontracting any of its rights or obligations in or under the WCA and any purported assignment or subcontracting is void and immediately terminates the WCA.