

## **Business Improvement District (“BID”) levy terms and conditions**

1. Unauthorised access to the MySouthwark Account service (to specific account detail level) contravenes the Computer Misuse Act 1990 and may incur criminal penalties as well as damages. Please proceed only if you are the rate payer and registered account holder (liable party/parties) or person or company who has the authority to access the system and account information including their duly authorised agents ('agent') (also referred to as 'Authorised User', 'you').
2. You will be deemed to have agreed with Southwark Council ('the council') (until you otherwise inform the Council in writing) that:
  - (a) all future demands on you by the council for the payment of BID levy and any information the council is required to serve on you with any such demand in respect of the account, may be served by publication on a web site which you will access via your MySouthwark account;
  - (b) you shall be notified by the council of the publication of such demands and information by email;
  - (c) emails to you will be sent to the email address given by you when you requested online access to the account;
  - (d) you will notify the council in writing of any change in your email address;
  - (e) you must have and maintain throughout, a valid email address whilst using BID levy e-billing; and
  - (f) you will remain fully liable for any demands of which notification has been sent to your email address even if the notification is not actually received in your inbox (e.g. if it is not delivered successfully due to your firewall or spam filter, or because your address has been closed or is otherwise not operational).
3. You are responsible for keeping your user name and password secret and safe to prevent unauthorised viewing of your account. If you suspect either of the above have been compromised, you will need to cancel the service and re-apply. The council shall take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss, destruction of, or damage to personal data.
4. If two or more people fall into the liable category (e.g. joint owners, joint tenants or joint residents, partners, leaseholders), they are jointly and severally liable.

If the BID levy account has multiple liable parties, you agree that:

- (a) the registering account holder (liable party) has disclosed the contents of this agreement to all other liable parties and warrants that they have secured the agreement of all other liable parties for BID levy e-billing and that all parties agree to receive future BID levy demands electronically from the council by publication on a web site;
- (b) once a liable party registers for BID levy e-billing they are doing so for themselves and on behalf of all other liable parties and use the service for themselves and on behalf of all other liable parties;
- (c) the liable party and all other liable parties are jointly and severally liable towards the BID levy; and
- (d) the liable party acts as duly authorised representative who acts on behalf of all other liable parties.

5. If an agent is acting on behalf of the liable party/parties, the agent agrees that:

- (a) they have obtained authority from the liable party/parties before they acted on their behalf to create and manage their MySouthwark account. The agent must give appropriate evidence of their authority upon written request from the council;
- (b) they have communicated to the liable party/parties the contents and the liable party/parties obligations under this agreement and the liable party/parties have expressly authorised the agent to receive future BID levy demands electronically from the council;
- (c) they have obtained authority from the liable party/parties to receive any notice, information and e-billing on behalf of the liable party/parties and has communicated its contents to the liable party/parties; and
- (d) they must inform the liable party/parties of any change in service and any other future changes in these terms and conditions which the council may publish through their MySouthwark account.

6. Information regarding your last statement is shown at the date the statement was produced and is subject to change. If you have any queries you should contact us at [bids@southwark.gov.uk](mailto:bids@southwark.gov.uk). You are reminded that payments are due as advised on the dates shown.

7. Although we take steps to ensure our websites and links are virus-free, you are advised to ensure that you have adequate anti-virus protection on your computer.

8. The council endeavours to maintain an active online service 24 hours a day, 7 days a week. However you acknowledge that due to essential maintenance and updates there are times when online services may not be available. It can also be affected by your Internet Service Provider, your dial-up connection and your PC. If you experience connection difficulties you are advised to retry accessing the service.

9. Payments made through the council's online payment service will normally be credited to your account up to two business days after they are made. You should bear this in mind and also check that the exact amount you are paying is correct.

10. Personal data held in respect of your accounts is held in accordance with Data Protection legislation in force. The full privacy policy is accessible via this link: <http://www.southwark.gov.uk/important-information/mysouthwark-terms-and-conditions>

11. Reminders, final notices and summons notices will continue to be sent by post and email.

12. The council reserves the right to suspend or withdraw the service at anytime on the following grounds:

- (a) the carrying out of essential maintenance and updates;
- (b) technical system problems which requires urgent service and maintenance;
- (c) and such other reasonable grounds which the council deems appropriate to suspend or withdraw the service.