



Terms and Conditions for Invercargill City Council Online Services

Definitions

In these Terms and Conditions, unless the context otherwise requires:

- “Fees” means the fees payable for online payments as noted on the website as fees, charges or prices
- “Online Payment Process” means the process by which credit card or account to account payments for debts, services or other amounts payable to Invercargill City Council may be made through this website
- “Online Services” means services available through the website for which a charge is payable to Invercargill City Council
- “Terms and Conditions” means these online services terms and conditions
- “Website” means the Invercargill City Council website (icc.govt.nz)

General

Invercargill City Council enables customers to process certain types of transactions (as made available by Invercargill City Council from time to time) through the Website (collectively referred to as Online Services). Online Services are provided through a secure website using SSL (secure socket layer) encryption. All such Online Services shall be subject to these Terms and Conditions, and the Terms and Conditions of the Website, which are incorporated herein by reference. These Terms and Conditions are a contract between you and Invercargill City Council.

Use of Online Services

Invercargill City Council makes Online Services available for your personal and/or internal business purposes. You may use information provided to you through your use of Online Services solely for your personal and/or internal business purposes, provided that you do not remove any proprietary rights notices, do not modify the information or make it available to third parties through a networked computer environment and do not make any additional representations or warranties regarding the information.

Information

You hereby authorise Invercargill City Council to collect information about you (including information about transactions processed by you) from time to time through the Website. Any such information collected shall be treated in accordance with any privacy legislation. Invercargill City Council may disclose information about you (including your identity) to a third party if necessary to carry out the Online Services, if Invercargill City Council is requested to do so in the course of a criminal or other legal investigation, or if Invercargill City Council determines that disclosure is necessary in connection with any complaint regarding your use of the site.

Confidentiality

Certain documents can be made confidential and a request can be made for the same. The final discretion for making the document confidential lies with Invercargill City Council. Further details can be obtained by contacting Invercargill City Council.

Consent for us to receive and store information in electronic form

Use of these Online Services confirms that you agree to provide information in an electronic format. This means you agree to provide any relevant information, documents and attachments in the format and to the standards described for each transaction, and you also understand that the information will be retained in electronic form.

Consent for us to provide you with information in electronic form

Use of these Online Services confirms that you agree to receive information in an electronic format. Where information is requested by another person, the requesting party is deemed to be the recipient's agent and is presumed to have obtained the consent of the recipient to receive the information in electronic format.

Registered users

Certain Online Services offered by Invercargill City Council may require verified access (e.g. a login ID and password) for verification of your identity and authorisation for access to information and services. You agree that all information provided to Invercargill City Council by you in relation to your registration shall be current, complete and accurate. You agree to comply with all such terms and conditions in respect of your use of Online Services.

Password security

We recommend the password you select should not relate to any readily accessible data such as your name, birth date, address, telephone number, driver's licence, licence plate or passport. Nor should it be an obvious combination of letters and numbers, including sequential or same numbers or letters. You are entirely responsible for maintaining the security of your login ID and password, and for all activity which occurs on or through your account, whether authorised or unauthorised, including use by current and former employees if you are a corporate entity. You should change your password immediately if you believe that your login ID and password have been used without authorisation. Invercargill City Council shall not have any liability for your failure to comply with these obligations.

Security

Online Services are provided through a secure website *[using SSL (secure socket layer) encryption]*. However, you acknowledge and agree that Internet transmissions are never entirely secure or private, and that any message or information you send to or through the Website (including credit card and account to account information) may be read or intercepted by others, even where a website is stated as being secure. Invercargill City Council shall have no liability for the interception or 'hacking' of data through the website by unauthorised third parties.

Your warranties

In using Online Services, you represent and warrant that you are over 18 and have legal capacity to contract in New Zealand. If you are using a credit card, you represent and warrant that the credit card is issued in your name and that you shall pay to the credit card issuer all charges incurred through the use of Online Services.

Payment

You will pay all Fees payable for Online Services at the time your request for service is accepted by Invercargill City Council. Invercargill City Council reserves the right to amend any Fees from time to time and to adjust any Fees recorded on this Website or the application for an Online Service if the charge recorded is incorrect. All payments can be made by credit card or account to account, however, these services may be restricted. All Fees are in New Zealand Dollars and are inclusive of GST if any (being tax levied in accordance with the Goods and Services Tax Act 1985 and includes tax levied in substitution for such tax). You will pay all other applicable taxes, import duties, levies or tariffs which may be payable (if any).

Accuracy and binding nature of the transaction information

Upon completing an Online Service, you will be presented with a confirmation screen verifying the transaction details you wish to process. It is your responsibility to verify that all transaction information and other details are correct. The transaction shall be deemed binding at the time the confirmation screen is displayed. You should print the transaction confirmation for future reference and your files. Invercargill City Council shall have no liability for transactions which are incorrect as a result of inaccurate data entry in the course of providing Online Services or for loss of data or information caused by factors outside of Invercargill City Council's control.

Limitation of Liability

Except as expressly prohibited by law, in no event will Invercargill City Council be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even where Invercargill City Council has been advised of the possibility of such damages occurring. If, notwithstanding the foregoing, Invercargill City Council is found to be liable to you for any damage or loss which arises as a result of your use of the Website, Invercargill City Council's liability shall not exceed the dollar amount of the transaction which formed the basis of the damage or \$100.00, whichever is the lesser. If the New Zealand Consumer Guarantees Act 1993 applies, you may have rights or remedies which are not excluded or limited by the above. If you are using this Website or its contents for business

purposes, the above exclusions and limits will apply and the New Zealand Consumer Guarantees Act 1993 will not apply.

Right to suspend, alter or cancel service

Invercargill City Council shall be entitled at any time without prior notice or any liability to you, to cancel or suspend any or all of Online Services and/or to substitute alternative services, which may or may not be interactive or transactional in nature.

Amendment

These Terms and Conditions may be altered or reviewed by the Invercargill City Council, with or without notice. You should check and read these Terms and Conditions carefully each time you use Online Services.

Terms of use

The Website conditions of use govern the general use of the Invercargill City Council Website. These Online Services Terms and Conditions form part of the Website conditions of use. In the event of conflict between the Website conditions of use and the Online Services Terms and Conditions, the latter shall prevail.

Jurisdiction

These Terms and Conditions and the Online Services they cover are governed by New Zealand law. The New Zealand Courts have exclusive jurisdiction over any matter in connection with the Online Services and these Terms and Conditions.

Support hours

Invercargill City Council provides customer support for Online Services between the hours of 8.30am and 5pm (Monday to Friday). All queries outside these hours will be logged and attended to during office hours. Phone (03) 211 1777 or email service@icc.govt.nz