



## Terms and Conditions for Invercargill City Council Online Services

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### 1. Definitions

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

- “Council” means Invercargill City Council
- “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 the 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](http://icc.govt.nz)) and/or third-party websites used by Invercargill City Council

### 2. General

The Council enables customers to process certain types of transactions (as made available by the 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. By accessing or using this website and any Online Services you are deemed to have accepted these Terms and Conditions, together with any applicable terms and conditions or other parts of the website relating to any information, content or online services. The Council may make changes to this website, the Online Services or these Terms and Conditions at any time without notice.

### 3. Use of Online Services

Invercargill City Council makes Online Services available for your personal and/or internal business purposes. You agree to 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. You acknowledge that the information is sourced from the Council and is subject to copyright. You must be authorised if you wish to use these services on someone else’s behalf.

You agree to indemnify the Council for any loss, cost or expense suffered or incurred by the Council as result of:

- Your breach of your obligations under the online payment terms.

- Intentional misuse of the services.
- Your negligent acts or omissions.
- Any claim brought against the Council by a third party in relation to your use of the services.

#### **4. Information**

By using this website and any Online Services, you agree to the Council collecting information about you (including information about transactions processed by you). Any such information collected shall be treated in accordance with any privacy legislation. The Council may disclose information about you (including your identity) to a third party if (a) disclosure is necessary to carry out the Online Services, (b) the Council is requested to do so in the course of a criminal or other legal investigation, or (c) the Council determines that disclosure is necessary in connection with any complaint regarding your use of the site.

#### **5. 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 the Council. Further details can be obtained by contacting the Council.

#### **6. Consent for us to receive and store information in electronic form**

By using this website and any Online Services you agree to provide information and documents by electronic means and to the standards required for the relevant transaction. It also means you agree and understand that the information will be retained in electronic form.

#### **7. 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.

#### **8. Registered users**

Certain Online Services offered by the 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 the 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.

#### **9. 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. The Council shall not have any liability for your failure to comply with these obligations.

## **10. 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. The Council has made every reasonable effort to ensure the security of information passing through its website, however accessing and using the Online Services is done entirely at the user's own. The Council shall have no liability for the interception or 'hacking' of data through the website by unauthorised third parties.

## **11. 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.

## **12. Payments and Refunds**

You will pay all Fees payables through this website and/or third-party sites used by the Council at the time your request for service is accepted by the Council. The Council reserves the right to amend any Fees from time to time and to adjust any Fees recorded on the 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). Any refunds will only be made to the credit card or the account from which the payment originated and will not include the merchant fee.

## **13. Accuracy and binding nature of the transaction information**

Before 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. The 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 the Council's control.

## **14. Exclusion of Liability**

To the maximum extent permitted by law, the Council excludes and disclaims:

(a) all representations and warranties of any kind (express or implied) in relation to this website or the Online Services and the content, information and services provided on or through this website or the Online Services including, without limitation, any implied warranties of merchantability, suitability, satisfactory quality, fitness for purpose, freedom from computer virus or malware, security, the availability of this website, the accuracy or completeness of information, or non-infringement; and

(b) all liability for any loss or damage arising from the direct or indirect use of, or inability to use, this website, its content or the Online Services (including where you view, access, download, use or rely on content or link to this website or the Online Services) or from the corruption or loss of any data, inaccurate data entry or the interception or hacking of data by unauthorised third parties.

The Council shall not be liable for any indirect or consequential loss or for any loss of profit, loss of business or other indirect, special or consequential loss.

If, notwithstanding the foregoing, the Council is found to be liable to you for any damage or loss which arises as a result of your use of the Website, the aggregate liability of the Council 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.

### **15. Right to suspend, alter or cancel service**

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

### **16. Amendment**

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

### **17. Terms of use**

The Website conditions of use govern the general use of the Council's 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.

### **18. No Unauthorised Access**

You may not attempt to gain unauthorised access to any portion or feature of this website or any subsidiary websites, or attempt to obtain any materials, information or documents through any means not purposely made available by the Council, including, without limitation, hacking, password mining or otherwise accessing data without prior express authorisation. You may not test the vulnerability of this website or any subsidiary websites or seek to trace any information on any other user of this website and subsidiary websites. You always agree to comply with all applicable laws and with these Terms and Conditions when using this website or any subsidiary websites.

### **19. Jurisdiction**

These Terms and Conditions and any matters or disputes connected with the website or any Online Services are governed by and interpreted in accordance with New Zealand law and dealt with by New Zealand courts.

## **20. 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](mailto:service@icc.govt.nz)