

Waitomo District Council terms and conditions for online transaction processing services

Waitomo District Council Online Transaction Processing Service offers certain transactions to be done through the Council's website. All such transactions are subject to these terms and conditions as well as Council's website Terms and Conditions which are incorporated herein by reference. The Council may vary these terms and conditions from time to time without notification and it is your responsibility to ensure that you are familiar with them. In these terms and conditions, the following words and phrases shall have the following meanings:

Use of Online Transactions

Waitomo District Council makes online transactions available for your personal and/or internal business purposes. You may use information provided to you through your online transactions 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 and Privacy

You hereby authorise Waitomo District Council to receive and collect information about you (including information about your online transactions) from time to time through the Waitomo District Council website. Any such information collected shall be treated in accordance with the Waitomo District Council Privacy Policy. Waitomo District Council may disclose information about you (including your identity) to a third party if Waitomo District Council is requested to do so in the course of a criminal or other legal investigation, or if Waitomo District Council determines that disclosure is necessary in connection with any complaint regarding your use of the site.

Payments are processed through the secure Windcave Payment Express system. No credit card information is stored by Waitomo District Council.

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 Waitomo District Council. Further details can be obtained by contacting Waitomo District Council.

Consent for us to receive and store information in electronic form

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

Consent for us to provide you with information in electronic form

Use of these services means that you agree to receive information through electronic means. 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.

Security

Transaction Processing Services are provided through a secure website. 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 Council website while using online transactions (including credit card information) may be read or intercepted by others, even where a website is stated as being secure. Waitomo District Council shall have no liability for the interception or 'hacking' of data through the website by unauthorised third parties.

Your Warranties

In using any Waitomo District Council transactions, 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 to process a transaction, you represent and warrant that the credit card is issued in your name and that you shall pay to the issuer all charges incurred while using online transactions.

Accuracy of Transaction Information

Before completing an online transaction with the Waitomo District Council, 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, credit card/account information and other details are correct. You should print the transaction confirmation for future reference and your files. Waitomo District Council shall have no liability for transactions which are incorrect as a result of inaccurate data entry in the course of any online transactions, or for loss of data or information caused by factors outside of Waitomo District Council's control. This includes the information supplied as part of the application.

Limitation of Liability

Except as expressly prohibited by law, in no event will Waitomo District Council be liable to you for any direct, indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even where Waitomo District Council has been advised of the possibility of such damages occurring. If, notwithstanding the foregoing, Waitomo District Council is found to be liable to you for any damage or loss which arises as a result of your use of the website, Waitomo District 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. Some jurisdictions do not permit the exclusion of implied warranties, and if you are in one of those jurisdictions these exclusions may not apply to you.

Right to Suspend, Alter or Cancel Service

Waitomo District Council shall be entitled at any time without prior notice or any liability to you, to cancel or suspend any or all online services and/or to substitute alternative services, which may or may not be interactive or transactional in nature.

Specific Service Terms and Conditions

You acknowledge that certain online transactions made available or offered by Waitomo District Council from time to time may be subject to specific additional terms and conditions, and you agree to review and comply with any such additional terms and conditions. Access and use of any online services shall be deemed to constitute acceptance of any such additional terms and conditions applicable to such service.

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

Waitomo District Council provides customer support for online services between the hours of 8.00am to 5.00pm (Monday to Friday). All queries outside these hours will be logged and attended to during office hours.

Refunds Policy

A refund will only be provided when it has been proven that a payment has been made twice at the same time for one item, from the same method. Refunds will be credited to the credit card or bank account used to make initial payment. Refund queries should be directed to Waitomo District Council 07 8780800 or info@waitomo.govt.nz

Receipts for online payments

Receipts for online payments are not available however you can either print the screen or not down the details for further reference. **Payments before 10pm** will appear in your rates account the following business day.