

Carterton District Council terms and conditions for online transaction processing services

Carterton 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

Carterton 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 Carterton District Council to receive and collect information about you (including information about your online transactions) from time to time through the Carterton District Council website. Any such information collected shall be treated in accordance with the Carterton District Council Privacy Policy. Carterton District Council may disclose information about you (including your identity) to a third party if Carterton District Council is requested to do so during a criminal or other legal investigation, or if Carterton 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 Carterton 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.

Accounts

Certain online transactions offered by Carterton District Council may require a login ID and password for verification of your identity to access the online transactions. You agree that all information provided to Carterton District Council by you in relation to your account shall be current, complete, and accurate. Your use of a Carterton District Council account is subject to these terms and conditions as well as the Carterton District Council Website Terms and Conditions. You agree to comply with all such terms and conditions in respect of your use of online transactions.

Password Security

If you are required to select a password, Carterton District Council recommends 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 may 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 and advise Carterton District Council of this. Carterton District Council shall not have any liability for your failure to comply with these obligations.

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. Carterton 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 Carterton 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. If you are using a Carterton District Council account, you represent and warrant that you are authorised to use the login ID and password allocated to such account.

Accuracy of Transaction Information

Before completing an online transaction with the Carterton 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. Carterton District Council shall have no liability for transactions which are incorrect because of inaccurate data entry in the course of any online transactions, or for loss of data or information caused by factors outside of Carterton 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 Carterton District Council be liable to you for any direct, indirect, consequential, exemplary, incidental, or punitive damages, including lost profits, even where Carterton District Council has been advised of the possibility of such damages occurring. If, notwithstanding the foregoing, Carterton District Council is found to be liable to you for any damage or loss which arises because of your use of the website, Carterton 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

Carterton 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 Carterton 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

Carterton District Council provides customer support for online services between the hours of 9am to 4pm (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.

Instructions:

You will find step by step instructions as you go through the payment process.

- **At the end of the transaction** you will be given a reference number.
- **Receipts for online payments are not available**, however you can either print the screen or note down the details for future reference.
- **Close the browser window** when you are finished.
- When using the service we recommend that you **use the navigation buttons provided** within the screens. Use of the 'enter' key in some screens may have unexpected results.

Hours:

Payments before 10pm will appear against the account the following business day.

Refund enquiries:

Refund enquiries should be directed to Carterton District Council.

Phone +64 6 379 4030 or Email:
info@cdc.govt.nz

Problems using this service:

While using the online payment service, you may experience errors. If you experience any other problem, contact us for assistance.

Please let us know the following details: Name, address and customer number

Phone +64 6 379 4030 or Email:
info@cdc.govt.nz