

# Kaikōura District Council e-Services Terms and Conditions

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## 1. General.

The Kaikoura District Council ("Council") enables customers to process certain types of transactions (as made available by the Council from time to time). 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.

## 2. Use of Online Services.

The 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 those purposes and only in accordance with these Terms and Conditions. You agree that you will not remove any proprietary rights notices, modify the information or make it available to third parties through a networked computer environment, or 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.

## 3. Payments and Refunds.

Payment Options:

The Simpli Portal enables customers to pay for their Building Consent Submissions online using Windcave (Payment Express) secure, reliable, all in one payment solution.

#### Credit Card Payments

Enables customers to pay for their Building Consent Submission with their Credit/Debit Card.

The customer will pay a 2% Merchant Service Fee.

#### Account2Account Payments

Enables customers to pay for their Building Consent Submission directly from their Bank Account.

Note: There are restrictions around using account2account payments, business accounts and accounts that require 2 signatures (authorisations) will not be able to use the account2account option.

Refund Options:

Any refunds will be made to a nominated bank account via bank transfer from Kaikoura District Council.

#### 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 dealt with in accordance with applicable law and the Kaikoura District Council Privacy Policy. 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 this 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. The Council does not store credit card information.

#### 7. Consent for us to provide you with information in electronic form.

By using the Online Services you agree to receive information by 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.

#### 8. 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 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 risk. The Council will have no liability for the interception or hacking of data through this website by unauthorised third parties.

#### 9. Accuracy 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.

#### 10. 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.

Without limiting this paragraph 10, 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.

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.

#### 11. 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.

#### 12. 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.

#### 13. 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 agree to comply with all applicable laws and with these Terms and Conditions at all times when using this website or any subsidiary websites.

#### 14. Support.

If you experience any problems while using the online services system, please contact the Council for assistance – Phone +64 3 319 5026 or email – [admin@Kaikoura.govt.nz](mailto:admin@Kaikoura.govt.nz).