



## GENERAL TERMS AND CONDITIONS

Dunedin City Council Online Transaction Services enables customers to process certain types of transactions (as made available by Dunedin City Council from time to time) through the Dunedin City Council website. All such Online Transaction Services shall be subject to the Conditions of Use of the Dunedin City Council website, which are incorporated herein by reference.

These Terms are a contract between you and Dunedin City Council. Please read them carefully. You will be asked to either accept or decline these Terms. You must accept these Terms before you make payment to Dunedin City Council using Online Transaction Services.

1. **Definitions.** In these Terms, unless the context otherwise requires:

"Fees" means the fees payable for Online Transaction Services as noted on the Website as fees, charges or prices.

"Online Service Payment Process" means the process by which credit card payments for charged services or other amounts payable to Dunedin City Council may be made through this Website.

"Online Transaction Services" means services available through the Website for which a charge is payable to Dunedin City Council.

"Terms" means these Online Transaction Services terms and conditions.

"Website" means the Dunedin City Council Website.

2. **Use of Online Transaction Services.** Dunedin City Council makes Online Transaction Services available for your personal and/or internal business purposes. You may use information provided to you through your use of Online Transaction 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 agree not to use the Online Transaction Services for any improper, injurious, offensive or unlawful purpose.
3. **Information.** You hereby authorise Dunedin City Council to collect information about you (including information about transactions processed by you) from time to time through the Dunedin City Council website. Any such information collected shall be treated in accordance with the Dunedin City Council Privacy Statement and privacy legislation.
4. **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 Dunedin City Council. Further details can be obtained by contacting Dunedin City Council.

5. **Consent for us to receive and store information in electronic form.** Use of Online Transaction 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.
6. **Consent for us to provide you with information in electronic form.** Use of these Online Transaction 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.
7. **Security.** Online Transaction 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. Dunedin City Council shall have no liability for the interception or 'hacking' of data through the Website by unauthorised third parties.
8. **Your Warranties.** In using Online Transaction 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 Transaction Services.
9. **Payment.** You will pay all Fees payable for Online Transaction Services at the time your request or application for a service is accepted by Dunedin City Council. Dunedin 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 Transaction Service if the price recorded is incorrect. All payments are to be made in advance by credit card. The Dunedin City Council may contact you directly to confirm your credit card details. 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).
10. **Accuracy of Transaction Information.** Upon completing a transaction using Online Transaction Services, 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. You should print the transaction confirmation for future reference and your files. Dunedin City Council shall have no liability for transactions which are incorrect as a result of inaccurate data entry in the course of providing Online Transaction Services or for loss of data or information caused by factors outside of Dunedin City Council's control.
11. **Use of Online Transaction Services.** Dunedin City Council cannot warrant that the Online Service Payment Process, and/or your use of Online Transaction Services will be faultless, immediate, continuous, and virus free, nor that information provided through the Online Service Payment Process will be complete, accurate or up to date. Dunedin City Council will endeavour, however, to ensure the Online Transaction

Services are available at all times, subject to maintenance.

12. **Limitation of Liability.** Except as expressly prohibited by law, in no event will Dunedin City Council be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even where Dunedin City Council has been advised of the possibility of such damages occurring. If, notwithstanding the foregoing, Dunedin 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, Dunedin 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.
13. **Right to suspend, alter or cancel service.** Dunedin City Council shall be entitled at any time without prior notice or any liability to you, to alter, cancel or suspend any or all Online Transaction Services temporarily or permanently and/or to substitute alternative services, which may or may not be interactive or transactional in nature.
14. **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 credit card. When applying for a refund you must provide us with proof that you have paid twice for one item. If your refund request is accepted, the refund will be transferred back to the originating credit card.
15. **Specific Service Terms and Conditions.** You acknowledge that certain Online Transaction Services made available or offered by Dunedin City Council from time to time may be subject to specific additional terms and conditions. Access and use of Online Transaction Services shall be deemed to constitute acceptance of any such additional terms and conditions applicable to such service.
16. **Amendment.** The Terms may be altered or reviewed by the Dunedin City Council, with or without notice. You should check and read these Terms carefully each time you use Online Transaction Services.
17. **Terms of Use.** The Website conditions of use govern the general use of the Dunedin City Council Website. These Online Transaction Services Terms form part of the Website conditions of use. In the event of conflict between the Website conditions of use and the Online Transaction Services Terms, the latter shall prevail.
18. **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 Transaction Services and these terms and conditions.