



Online Payments Terms and Conditions

Definitions

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

- “Online Payments” means credit/debit card payments for invoices to Environment Southland through the Website.
- “Terms and Conditions” means these Online Payments Terms and Conditions.
- “The Council” refers to Environment Southland, which is the brand name of the Southland Regional Council.
- “Website” means the Environment Southland website (www.es.govt.nz)

General

Environment Southland enables customers to process Online Payments for invoices through their Website. Online Payments are provided through a secure website. All Online Payments shall be subject to these Terms and Conditions, and the Terms of Use of the Website, which are incorporated herein by reference. These Terms and Conditions are a contract between you and Environment Southland.

Use of online transactions

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

You hereby authorise Environment Southland to collect information about you (including information about payments processed by you) from time to time through the Website. Any such information collected shall be treated in accordance with any privacy legislation. Environment Southland may disclose information about you (including your identity) to a third party if necessary to carry out the online payment, if Environment Southland is requested to do so in the course of a criminal or other legal investigation, or if Environment Southland determines that disclosure is necessary in connection with any complaint regarding your use of the Website. For further information on your privacy rights please view the Council's [Privacy Policy](#).

Consent for us to receive and store information in electronic form

Use of the Online Payments service confirms that you agree to provide information in an electronic format. This means you agree to provide any relevant information, documents and attachments in the format and to the standards described for each transaction, and you also understand that the information will be retained in electronic form.

Consent for us to provide you with information in electronic form

Use of the Online Payments service confirms that you agree to receive information about this particular transaction 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.

Security

Online transactions 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 and while using online transactions (including credit/debit card information) may be read or intercepted by others, even where a website is stated as being secure. The Council shall have no liability for the interception or 'hacking' of any data through the Council website or any other website by unauthorised third parties.

Your warranties

In using the Online Payments service, you represent and warrant that you are over 18 years of age and have legal capacity to contract in New Zealand. If you are using a credit/debit card, you represent and warrant that the credit/debit card is issued in your name and that you shall pay to the card issuer all charges incurred through the use of our Online Payments service.

Payment

Payments for invoices can be made by credit/debit card. However, this service is restricted to Visa and Mastercard credit/debit cards. All invoice amounts 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).

Accuracy and binding nature of the transaction information

Before completing an online transaction with the 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/debit card account information and other details relating to your request are correct. 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 any online transactions, or for loss of data or information caused by factors outside of the 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 the Council be liable to you for any direct, indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even where the Council has been advised of the possibility of such damages occurring. 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 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.

Right to suspend, alter or cancel service

Environment Southland shall be entitled at any time without prior notice or any liability to you, to cancel or suspend any online payment service, and/or to substitute alternative services, which may or may not be interactive or transactional in nature.

Amendment

The Council may vary these terms and conditions from time to time without notification and it is your responsibility to ensure you are familiar with them before each use of our Online Payments service.

Terms of use

The Website [Terms of Use](#) govern the general use of the Environment Southland Website. These Online Payments Terms and Conditions form part of the Website Terms of Use. In the event of conflict between the Website Terms of Use and the Online Payments Terms and Conditions, the latter shall prevail.

Jurisdiction

These Terms and Conditions and the services they cover are governed by New Zealand law. The New Zealand Courts have exclusive jurisdiction over any matter in connection with the Online Payments and these Terms and Conditions.

Support hours

Environment Southland provides customer support for Online Payments services between the hours of 8am and 5pm (Monday to Friday). All queries outside these hours will be logged and attended to during office hours. Phone 0800 76 88 45 or email service@es.govt.nz.