

Online Service Payment Terms

Authority to accept terms

You warrant that you have the appropriate authority and power to validly accept these online service payment terms and any charged service terms and conditions applicable to the charged services which you request through this website. You agree that you are able to, and will, meet your obligations in relation to these online service payment terms and the relevant charged service terms and conditions promptly, efficiently, diligently, professionally and in accordance with any relevant laws.

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 you will pay all charges incurred through the charged services.

Registration and access

In some cases, to use the online service payment process to pay for charged services or to make other payments to Hawke's Bay Regional Council you may be required to register by completing an online service payment application form. In such cases, if your application is accepted by Hawke's Bay Regional Council you will be issued with a username and password. You will be responsible for all use of the online service payment process through the use of your username and password.

Security

Payments made by means of the online service payment process is 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 provide through the website (including credit card information) may be read or intercepted by others. Hawke's Bay Regional Council will not have any liability for the interception, 'hacking' or other unauthorised access of information through the website by unauthorised third parties.

Verification of information It is your responsibility to ensure that the transaction, credit card information, and all other details you provide in relation to your payments made through the online service payment process are correct. Hawke's Bay Regional Council will not have any liability for transactions which are incorrect as a result of inaccurate data or information provided by you or which is otherwise caused by factors outside of Hawke's Bay Regional Council's control.

Your responsibilities regarding the use of the online service payment process

You agree to use the online service payment process only for the purpose of paying Hawke's Bay Regional Council for the charged services or for making other payments to Hawke's Bay Regional Council which Hawke's Bay Regional Council accepts payment of through the online service payment process. You agree not to use the online service payment process for any improper, injurious, offensive or unlawful purposes.

You agree not to damage or disrupt the online service payment process. You are responsible for making your own assessment of the suitability of the online service payment process for achieving your purposes.

You are responsible for providing all technology, hardware, software and telecommunication facilities in order to access and use the charged services.

Hawke's Bay Regional Council's responsibilities regarding the online service payment process

Hawke's Bay Regional Council cannot warrant that the online service payment process, and/or your use of the online service payment process, will be flawless, immediate, continuous and virus-free, nor that information provided through the online service payment process will be complete, accurate or up-to-date. Hawke's Bay Regional Council will endeavour, however, to ensure the online service payment process is available at all times.

Hawke's Bay Regional Council reserves the right to alter, suspend or terminate the online service payment process temporarily or permanently at any time.

Hawke's Bay Regional Council liability

To the extent permitted by law:

- except as expressly set out in these online service payment terms, warranties, representations or guarantees (whether express, implied or statutory) in relation to the online service payment process are excluded, including, without limit, any warranty of fitness for any particular purpose; and
- Hawke's Bay Regional Council will not be liable for any damage, loss or expenses, or indirect losses or consequential damages of any kind suffered or incurred by you in connection to the online service payment process.

Subject to the provisions of this clause, if for any reason Hawke's Bay Regional Council is held to be liable to you in relation to this online service payment process, the total extent of Hawke's Bay Regional Council's liability will, to the extent permitted by law, be limited to:

- in connection with a charged service, the fees payable by you for that charged service; and
- in connection with any other use of the online service payment process \$100.

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 content for business purposes, the above exclusions and limits will apply and the New Zealand Consumer Guarantees Act 1993 will not apply.

The exclusions and limits set out in these online service payment terms will also operate for the benefit of Hawke's Bay Regional Council's relevant suppliers, licensors and agents which Hawke's Bay Regional Council use to provide the online service payment process made available to you.

Indemnity

You agree to indemnify Hawke's Bay Regional Council in respect of any loss, damage, cost or expense (including reasonable enforcement costs, whether incurred on a solicitor and own client basis or otherwise) suffered or incurred by Hawke's Bay Regional Council as a result of:

- a breach by you of any of your obligations under any terms and conditions which you have accepted into in relation to the online service payment process;
- your intentional misuse of the online service payment process or the website;
- your negligent acts or omissions; and
- any claim, suit or action brought against Hawke's Bay Regional Council by a third party for any of the matters above.

Website terms of use

The website terms of use govern general use of the Hawke's Bay Regional Council website. These online service payment terms form part of the website terms of use. You agree to comply with the website terms of use, any terms and conditions relating to a charged service or any other service provided to you in connection with the online service payment process and these online service payment terms.

Privacy policy

The privacy policy available on the home page of the website governs the collection, use and disclosure of your personal information by Hawke's Bay Regional Council. The privacy policy forms a part of these online service payment terms. You agree to comply with the privacy policy as well as these online service payment terms.

BNZ Information

- Bank provider – this service is provided by the Bank of New Zealand, in agreement with Hawke's Bay Regional Council. You do not have to be a BNZ customer to use this service. Visa or Mastercard only are accepted.
- Online convenience fee – BNZ charges a convenience fee of 2.49% per transaction for this service (with a minimum fee of \$1.00 per transaction). Hawke's Bay Regional Council does not receive any part of this fee.
- Payment Details – please have your rates notice in front of you to ensure you accurately enter your rates property number and property address. Please note that a separate transaction is required for each property.
- Processing time – be sure to allow time before your installment due date for processing of your payment. Payments made after 6.00pm New Zealand time will appear on your Hawke's Bay Regional Council rate account the following business day.
- After the transaction, you will be given a reference number. A receipt will not be provided, however you can print the screen or note down the details for future reference.
- Need help? – Please phone the BNZ helpdesk on 0800 737 774 Monday to Friday between 8.00am and 5.00pm, or [contact BNZ](#).