

Terms of Use for Customer Portal

The Customer Portal allows certain Waikato District Council transactions, including the payment of rates and dog registrations, to be carried out electronically. Your use of the Customer Portal is subject to these Terms of Use.

- 1. Ownership and Operation:** This Customer Portal website is owned and operated by Waikato District Council using software licensed from Datacom.
- 2. Personal Information:** You are solely responsible for the legality, reliability, integrity, accuracy and quality of the information you enter into the Customer Portal. The information you enter into the Customer Portal will include personal information. Personal Information is any information about an identifiable individual, for example name, address, telephone number, email address. Waikato District Council will ensure that your personal information is collected and treated in accordance with the Privacy Act 2020 and in accordance with its [Privacy Statement](#).
- 3. Official information:** Waikato District Council is a local authority and subject to the Local Government Official Information and Meetings Act 1987 (the LGOIMA) and therefore any information it holds is official information which includes the Data you enter or upload to the Customer Portal. Official information is publicly available unless there are grounds under the LGOIMA to withhold the information.
- 4. Receipt and Storage of Information in Electronic Form:** Use of the Customer Portal means that you agree to provide information through electronic means. This means you agree to provide any relevant information, documents and to the standards described for each service. It also means you agree and understand that the information will be retained in electronic form.
- 5. Consent for us to provide you with Information in Electronic Form:** Use of the Customer Portal means that you agree to receive information through electronic means.
- 6. Account Security:** You are entirely responsible for maintaining the security of your Customer Portal login details (username and password). Waikato District Council recommends the password you select should not relate to any readily accessible data such as your name, birth date, address, telephone number, drivers' licence, licence plate or passport or an obvious combination of letters and numbers including sequential or same numbers or letters. You should change your password immediately if you believe your login details have been used without authorisation and advise Waikato District Council of this.
- 7. Payments:** Online payment services are provided via a secure third-party website. However you acknowledge and agree that internet transmissions are never entirely secure or private and that any information you send to or through the Customer Portal while using online transactions (including credit card information) may be read or intercepted by others even where a website is stated as being secure.

8. **No Liability:** Your use of the Customer Portal is at your own risk. Waikato District Council is not liable to you for any losses or damages of any kind whatsoever whether in contract, tort or otherwise (including negligence) arising out of or in connection with the use of either the Customer Portal or the information, content or materials included on the Customer Portal or on any website that the Customer Portal links to. To the extent that liability cannot be excluded, the maximum aggregate liability of Waikato District Council (including its employees, representatives, agents, and advisors) is \$1 or the next largest amount that would be needed to render these terms (including this exclusion and limitation provision) enforceable.
9. **Updates:** Waikato District Council reserves the right to update these Terms of Use from time to time without notification and it is your responsibility to ensure you are familiar with them. You can view these Terms of Use and our [Privacy Statement](#) at any time on our Waikato District Council website. Your continued use of the Customer Portal will be deemed acceptance of these updated terms.
10. **Right to Suspend, Alter or Cancel Service:** Waikato 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 offered via the Customer Portal and/or to substitute alternative services which may or may not be interactive or transactional in nature.
11. **Breach of Terms of Use:** Waikato reserves the right at any time and at its complete discretion to remove your access to the Customer Portal where you are in breach of these Terms of Use.
12. **Jurisdiction:** These terms and conditions and the services provided via the Customer Portal 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.

Waikato District Council Privacy Statement - Customer Portal

Waikato District Council respects that your privacy is precious to you. Our Privacy Statement explains how and why Waikato District Council collects, stores, and uses your personal information.

Under the Privacy Act 2020 (Privacy Act) we are required to follow a set of rules when handling personal information. This privacy statement has therefore been prepared in accordance with our obligations and your rights as set out in the Privacy Act. We may change this Privacy Statement from time to time.

Personal information

Personal information is any information that identifies you. The type of personal information collected via the Customer Portal includes information about you relating to your:

- Identity (name, marital status, title, date of birth, gender)
- Contact details (address, email address, telephone numbers)
- Financial details (bank account details)
- Transaction details (payments to and from you and other details of services you have requested)

Collection of personal information

We collect your personal information directly from you or via your authorised agent with regards to the details you enter into the Customer Portal.

The Customer Portal site also automatically collects the following de-identified data for statistic and system administration purposes only:

- your server (or IP) address
- the day and time you visited our site
- the pages you visited on our site
- the address of the last page you visited
- the operating system you are using
- rough geographic location (down to the city)
- language
- internet service provider
- the type of browser and version you are using

To the extent that this data could make you identifiable, Waikato District Council will not attempt to identify individuals from records the server automatically generates unless necessary to investigate a breach of law or regulation.

Use of personal information

The personal information we collect from you or someone acting on your behalf may be used for any of the following purposes:

- To provide you with services or facilities
- To positively confirm your identity to avoid inappropriate release or use of your information
- To respond to correspondence, requests, enquiries and feedback or for customer care related activities
- To process your application for any consent, licence, approval, permit or other authorisation
- To process your application to use, or to register for, any of our facilities, including our online services;
- To process payments received or made by Waikato District Council
- To provide you with information about our events, news, services or facilities
- To comply with relevant laws and regulations
- For general administrative and business purposes, including to carry out activities connected with the running of our business or operations such as personal training or testing and maintenance of computer and other systems
- To update any information we currently hold about, or in connection with you in our existing records, database or systems
- To assist us in analysing and further developing and improving our products and services
- For any other specific purpose that you authorise or which you are notified of at the time your personal information is collected

Sharing of personal information

We may share your personal information with:

- Any person engaged by Waikato District Council to provide products or services to you on our behalf where your personal information is necessary for the provision of those products or services
- Council-controlled Organisations in order to assist with the functions and services they provide
- A third party if we are required to do so under any laws or regulations, including in the course of legal proceedings or other investigations
- A third party where such disclosure is for one of the purposes in connection with which the information was obtained or directly related to the purposes in connection with which the information was obtained
- Any person you authorise us to disclose your personal information to

Storage of personal information

Information entered into the Customer Portal will be held in a server located in Sydney Australia and will also be downloaded into the Waikato District Council systems.

Security

Waikato District Council will take reasonable steps to ensure your personal information is kept safe and secure. This includes making sure it is protected from loss, accidental or unauthorised access and unlawful disclosure.

Retention

We may keep all personal information that we collect for as long as it is administratively necessary in order to comply with Waikato District Council's retention and disposal schedule, or as legally required.

The Public Records Act 2005 requires us to retain 'protected records' indefinitely. In some circumstances your personal information may be included within a protected record.

Access and correction

You may seek access to your personal information that Waikato District Council holds.

You may also seek corrections to your personal information that Waikato District Council has collected if you believe it is inaccurate, out-of-date, incomplete, irrelevant or misleading. Waikato District Council is required to take reasonable steps to correct personal information to ensure that, having regard to the purpose for which it is held, the information is not inaccurate, out-of-date, incomplete, irrelevant or misleading.

Contact

If you wish to access or correct your personal information, please contact:

Waikato District Council on info@waidc.govt.nz or 0800 492 452.

Further Information

If you have any questions about our Privacy Statement or are concerned about the way we have handled your personal information please contact our Privacy Officer:

Privacy Officer
Waikato District Council
Private Bag 544 Ngaaruawaahia 3742
0800 492 452
Legal.team@waidc.govt.nz

If you still feel that your privacy issue has not been resolved, you can make a complaint to the Privacy Commissioner who will assess whether there has been a breach of the Privacy Act. Complaints can be made online at <https://www.privacy.org.nz/> or sent by post to:

Office of the Privacy Commissioner
PO Box 10094
Wellington 6143

Links

This Customer Portal Privacy Statement does not apply to third party websites or digital services which may be linked to from content published to the Customer Portal. We recommend you read the privacy statement of the relevant service when you access these sites.