

Website and App Terms of Use - New Zealand

The terms and conditions which are set out here apply to all users of our website and any apps that we develop or provide to you for download.

The law of New Zealand will apply to these terms and conditions.

Any transactions conducted pursuant to this website or the apps will be in New Zealand dollars. You must be over the age of 18 years to use our website or our apps otherwise we can't allow you to use them.

If you breach the terms and conditions, we may cancel or restrict your access to the website/apps which would be unfortunate as we want you to use and enjoy our website/apps.

Our website may include links to other websites. We can't be and are not responsible for other websites and whatever may be found on these websites.

We may use cookies or other devices to gather data in relation to the use of our website.

Subject to any statutory rights you have under New Zealand law, including under the Fair Trading Act 1986 or the Consumer Guarantees Act 1993, you agree that we are not liable for any loss or damage of any nature whatsoever which may occur arising from use of our website/apps and conducting any transactions on our website/apps.

We take your privacy seriously and comply with the Privacy Act 1993. If you are providing personal information you can read our privacy policy on this website.

The material on the website

The material on the website belongs to us and you are not entitled to copy it unless we have provided you with written permission in advance.

Please do not do anything to detrimentally affect or alter our website or any of our apps. If you do so we will have to take proceedings against you.

Ordering online

If you are a consumer, you have certain rights under consumer protection legislation, including the Consumer Guarantees Act 1993 (Consumer Rights). Your Consumer Rights include statutory guarantees that any products supplied to you will be of acceptable quality, match their description and be fit for any purpose made known to the supplier, and that any services supplied will be carried out with reasonable care and skill. When a statutory guarantee is breached, consumers are entitled to a range of remedies including, in some cases, damages for reasonably foreseeable losses. For more information on your Consumer Rights, you can visit the New Zealand Consumer Affairs website at www.consumeraffairs.govt.nz.

Nothing in this document is intended to exclude, restrict or modify any of your Consumer Rights, except where you have purchased any product in trade. If you have purchased any product in trade, you agree that the provisions of the Consumer Guarantees Act 1993 do not apply in relation to the purchase, and it is fair and reasonable to exclude their application.

If you use our website, an app or any device to order products or services from us you are responsible for the confidentiality of your personal details, your password and payment details.

Sometimes when you access the website, use an app or a device, you may remain logged in even after closing the internet browser or app so be careful – it is your responsibility, not ours.

You also agree that you are fully responsible for any other person who uses the website, an app or a device in your name or log in, including being responsible for any orders for products or services that are ordered. As you would appreciate we will do our best to ensure that our website and our apps are free from viruses or other harmful components but we can't guarantee this and we will not be responsible for any loss caused by our website or our apps, other than any loss we may be responsible for under any Consumer Rights you may have.

If you place an order using our website, an app or a device you acknowledge that we rely on infrastructure and systems provided by providers in order to receive and send communications and we can't be and are not responsible for any communications which are delayed or lost due to events outside our control. Also when you place an order for a product or a service we will not have a binding agreement until we send you an acknowledgment.

We will do our best to ensure that the information on our website is accurate and up to date. However sometimes mistakes are made and you agree that we can correct mistakes and that you will not exploit or take advantage of mistakes.

Also subject to any Consumer Rights you may have, we will only be liable where applicable, for the replacement of products or services, the repair of the products or payment for the repair of the products or payment of the cost of replacing the products or services.

If you are ordering products or services that are not of the kind ordinarily for personal, domestic or household use or consumption, then the Terms and Conditions, which are also contained on this website, are also applicable to the orders.

We don't make any representation or statement that a particular product or service will be suitable for your use and you should choose carefully. We can't be responsible just because you have not chosen carefully.