

# Adventure Living Limited



## Terms and Conditions

### 1. Terms of Trade:

- 1.1 These Terms and Conditions for Adventure Living Limited set out your obligations as a customer and relate directly to the use of our Products and Services. The Terms and Conditions also relate directly to our Adventure Living Website. We are the provider of Products and Services and act as an On-Line retailer here in New Zealand. We will always do our very best to get the best of products and provide the best in service.
- 1.2 Our expectation and requirement of course, is that you honour your part of the bargain and pay your dues when requested.
- 1.3 It is also required that as a customer of Adventure Living, everyone herein will be honest and act with integrity at all times.
- 1.4 By showing your interest in our helping you with finding a suitable product, you herein accept these Terms and Conditions in their entirety, and also accept that they may change from time to time. This remains, as expected, at the sole discretion of the Adventure Living Limited team.

Any amendments will of course, be immediate and we will do our best to keep everyone informed as we go forwards. Should these changes take place half way through a transaction, we will of course honour our part of the bargain with you. The responsibility of you as a customer is that you are aware of our Terms and Conditions and abide by them at all times. If you are unsure at any time, please feel free to make contact with us prior to any potential purchase being ordered or made.

### 2. Definitions:

2.1 Defined Terms: Within these Terms and Conditions, the following words have the meaning set out below:

**Adventure Living, Adventure Living Limited, ALL:** Means the company Adventure Living Limited within this documents, all our correspondence and of course, our Website

**Member and/or Staff member, Team member:** Defined as an employee or owner of Adventure Living Limited

**Quotation/Quote:** Means any price provided to a customer or potential customer by a team member or Specific Product Provider (SPP), of Adventure Living for the provision of Sales, Services and/or materials and parts

**User(s):** Defined as a person or persons, requesting a product or work to be done by Adventure Living or one of its SPP.

**Customer:** Defined as any consumer (such as yourself), who has enquired with us in any way for purchases, quotes or work from Adventure Living and uses or considers to

use such. This is of course, inclusive of any and all licensed persons and the intellectual property of Adventure Living and all associated parties.

**Privacy Policy:** Means our privacy policy as seen herein on the website and as such, may be amended from time to time;

**Product, Services and Work provided:** mean any product, Services or Work accepted by a customer or user for one of our Adventure Living products or services. This encompasses all Products, Quotes, Orders and any and all other services including e-mail and telephone Services provided from time to time by Adventure Living or its SPP partners.

**Terms and Conditions:** This means any and all Terms and Conditions as set out in our Terms and Conditions Document or any document pertaining directly to Adventure Living by way of Product, Invoicing and/or Quotes or any other relevant subject. This may all be changed from time to time along with our Privacy Policy.

**We or Team:** A direct reference to the Adventure Living team and its group

**Website:** Is specific to our Adventure Living Website and its contents.

### **3. General Rules and Conduct:**

3.1.1 All work, quotations, telephone conversations, messages, quotes and general obligations will be made in good faith and honesty at all times.

#### ***We will do our part to provide you with Honesty and Integrity at all times***

3.1.2 Any and all communication with Adventure Living, be it email, telephone or direct contact, must not contain any offensive, insulting, defamatory or inappropriate language or action(s). Adventure Living retains the right to determine this and as such will terminate any contact at their discretion at any time. This may well include permanent bans and/ or Police involvement if necessary.

3.1.3 You must not damage, interfere with or harm the Adventure Living Website or services, or any network, or system underlying or connected to them, or attempt to do so.

3.1.4 You may not use any device that may be deemed to be destructive or at risk when using the website and its contents. This may result in action against you. Please respect our business as we respect you and yours.

3.1.5 All transactions are in New Zealand Dollars and will include GST on the Receipt, Quote and/or Invoice or correspondence.

#### **3.2 Your Obligations as a User/Customer:**

3.2.1 You must only ask Adventure Living to order, send or do work if you fully intend to pay for the services provided as per the agreement you have with us here within the Terms of Trade at Adventure Living.

3.2.2 Any transaction or quote/order accepted by you is deemed to have you in a position where you are legally able to do so. Be that 18 years or over, financially able to pay and considered to be legally able.

3.2.3 As a customer of Adventure Living, you must make full and prompt payment for any order and/or quotes as directed and as required by Adventure Living. On time, every time

3.2.4 As a customer of Adventure Living, you will provide all contact details as required by Adventure Living at any time.

3.2.5 As a customer, any failure to pay for the product supplied and/or ordered and as agreed, this will result in immediate action against you through our assigned Debt Collection Specialists.

3.2.6 The value of our business and our philosophy to do our best for you, this relies on both your honesty and ours. We will always do our best to ensure that you are happy with the work provided and as such will you remain a valuable customer of ours for many years to come.

#### **4. Access to our Adventure Living Website:**

4.1 Users: As a Customer or potential Customer of Adventure Living, you gain access to us either through our Website or by direct contact with us by e-mail or recommendation. By accepting our work, you form a legally binding contract with us and/or our Suppliers under these Terms and Conditions.

4.2 Any Breach of Security: As a Customer of Adventure Living we will remain vigilant about Security at all times. As such, if you in any way believe that security has been compromised our expectation is that as we do, you will take all steps to prevent any breach of our security and yours. Please contact us if you have and concerns at any time. Remember: As a User, you will remain liable for any unauthorised use of the Website at any time.

4.3 Security of Your Personal Information: As a User/Customer and/or visitor to our Website, you remain responsible for your own security. You must not give your information such as bank account numbers and passwords at any time. You must keep your email password and private information confidential and secure at all times.

4.3.1 As a User or Customer you must NOT permit any other person(s) to use your username or password

4.3.2 As a User or Customer, we expect that all information provided by you will be accurate. It is up to you to notify us of any changes to your personal information that we may have on file.

4.6 Contact with you via Adventure Living Newsletters and E-Mail: As a Customer of Adventure Living we would like to send you Newsletters and E-mails from time to time. This is for marketing and informational purposes and the promotion of our business and its relevance to you as a User or Customer. Adventure Living shall always respect your

privacy and if you are not happy to receive this information, then simply unsubscribe or give us a call to delete you from the particular service we provide.

## **5. Adventure Living - Our Services to You:**

Here at Adventure Living, it is all about you, not us. We will at all times endeavour to provide you with the very best of service, standards and products. We want to do the right thing and be accepted in the market place as a company of standing and quality to all our Customers, every time.

### **5.2 Our E-Mail Services:**

5.2.1 Here at Adventure Living, we will communicate with you as quickly as possible within our work timeframes. Should we be busy or you are contacting us outside normal hours, simply complete a request on our Website [sales@adventureliving.co.nz](mailto:sales@adventureliving.co.nz) and we will get in touch with you as soon as we can.

### **5.3 What we will not do:**

5.3.1 We will not muck you around

5.3.2 We will do our very best to deliver on our promise and let you know if we cannot deliver any product you are interested in.

5.3.3 We will not make any false representations regarding the quality, or misrepresent any product or person at any time.

5.3.4 Here at Adventure Living, we are the conduit for your getting you the products you want. At no time will we knowingly be a party to a supplier or product that is inferior and if we find one, we will stop purchasing that product.

## **6 Contracts:**

Legal Contract: Here at Adventure Living, we understand that you as a customer have a legal contract with us once you have accepted the product for payment or special order. This is a legally binding contract between you the Customer, and we the retailer, unless it is explicitly stated otherwise in the contract.

## **7 At your Risk:**

The ordering of a Special Order is at your risk and it is your responsibility to make sure you supply absolutely accurate details for order.

## **8 Representation:**

Here at Adventure Living we will always do our very best to help you. However, you agree that Adventure Living take no responsibility or undertakings, representations, or

extended warranties in relation to products specifically ordered for you as a customer or User other than that by New Zealand law:

1. This is inclusive of: Quotes, Pricing, Product, Expectations, Actions and Completion, Ownership of Goods, Packaging, Delivery, Insurance, Web content, Health and Safety, Cleanliness, Product description, Timing, Quality and General Service

2. Adventure Living does not make any representations or warranties that our products are appropriate for specific age groups other than that required by New Zealand law and using general common sense. As you can understand, circumstances and product may vary from time to time and as such, Adventure Living do everything possible to ensure the accuracy of information at all times. As a customer, you must take responsibility to make sure that prior to order, this is the right product for you. Obviously, we will always do our very best to help you and provide good advice and product as required.

## **10 Disclaimer:**

You expressly understand and agree that:

10.1 You as a Customer, use all the Adventure Living services at your sole risk. Our Services, along with the Website, are provided on an as is and as available basis. We will always do our best to provide this service. To the maximum extent permitted by law, Adventure Living disclaims any and all conditions or warranties (implied or otherwise), including, but not limited to, any warranties of merchantability, fitness for a particular purpose, and non-infringement; it is accepted that all work and materials warranty under New Zealand Law will remain.

10.2 Adventure Living does not provide warranty that any and all service provided will be accurate, timely, expense or error free at any time.

10.3 Adventure Living does not provide any warranty on service or standards at any time as expressly stated in our Terms and Conditions of business.

10.4 Adventure Living accepts that there will be interaction between Adventure Living and other aligned web sites that are either linked to our Adventure Living website or aligned in some manner through other means however, Adventure Living takes no responsibility for any content that appears on Websites that are Hyperlinked to Adventure Living. This responsibility remains solely with the owner of each linked Website and it remains their responsibility as owners, to maintain the site in a professional and honest manner at all times. Each Website owner remains solely responsible for their own advertising and content, and likewise to its representation.

## **11 Liability:**

You also agree that as a Customer of Adventure Living, and to the maximum permitted by law, any liability and responsibility of Adventure Living, its owners and its employees, to you or any other person in connection with these Terms and Conditions, the services or the Adventure Living Website is excluded regardless of whether such liability arises in

word, contract, tort (including negligence), equity, breach of statutory duty or otherwise. Adventure Living liability and responsibility is excluded in respect of any and all loss or damage, be that direct or indirect, including and without limitation; loss of profits, loss of goods and materials, loss of any data, loss of business, potential loss of business, any and all general and special damages, and consequential and incidental loss.

## **12 Indemnity:**

As a customer of Adventure Living, you agree to release, indemnify and keep indemnified us from and against all actions, claims, costs (including any and all legal costs and expenses), losses, proceedings, damages, liabilities, or demands suffered or incurred by us to any person arising out of or in connection with your failure to comply with the Terms and Conditions herein.

## **13 Breaches:**

Should you as a customer of Adventure Living breach our Terms and Conditions, we at Adventure Living reserve the right to limit and/or suspend indefinitely any and all contact with Adventure Living and/or its Service providers. This is at the sole discretion of Adventure Living.

## **14 Provision of Information**

14.1 Customer Details: As a Customer of Adventure Living you agree that when you make contact with Adventure Living, and our team members, you will maintain confidentiality. Your personal details will of course remain confidential and as such our expectation is that you will maintain our confidentiality.

14.2 Contacting Customers: By providing Adventure Living with your contact information and /or request for product and/or Special orders, you are requesting Adventure Living to provide services to you. By doing this, you expressly consent to being contacted by us and or one of our Team members either by; telephone, fax, E-mail, general post or any other means deemed reasonable at the time. This may well be through one of the contact sources that you have provided to Adventure Living at the time of initial contact; or a third party licensed by us. Our contact with you may include marketing related emails unless you have requested otherwise. For complete details on the specific use of your personal information, please see our Adventure Living Privacy Policy

14.3 Accuracy: You undertake that any and all information that you provide to Adventure Living will be completely accurate, current and correct. Should you choose provide any information that is found to be inaccurate, untrue, or false, or if we at Adventure Living have any reasonable grounds to suspect that such information is inaccurate, untrue or false, then Adventure Living reserve the right to refuse any current, on-going or future work or use of Adventure Living services. This is at the sole discretion of Adventure Living.

14.4 Indemnity: As a Customer you must be aware that to knowingly input false information, including but not limited to name, phone number, address or email address can be deemed to be a very serious and fraudulent matter and a such could result in

significant costs and damages including invasion of privacy rights, to Adventure Living and its Team members and its Customers.

This may include: extra expense, loss of work, loss of time, and the pursuing of this may result in legal action, Police intervention and any regulatory fines and penalties.

Accordingly, if you knowingly input false information of any description, you agree to fully indemnify and be liable to Adventure Living and/or any Service provider who accepts any such work, provides advice or quoting for you, for any loss whatsoever that may arise from such intentional, misleading, harmful and fraudulent activity, plus any and all reasonable legal fees, cost and expenses relating thereto.

## **15 Fees and Accounts:**

15.1.1 Free Contact: Contact with the Adventure Living team as a Customer is of course at no charge. Our Website is free to browse at any time and we welcome you making contact with us.

### **15.1.2 Charges:**

(a) Adventure Living and any authorised Service Providers to Adventure Living, will always charge you direct. Any fees that are charged by Adventure Living will be notified to you prior to delivery at all times. It is your responsibility as a customer to pay any dues.

(e) Adventure Living reserves the right to take action against you to recover outstanding debt. As a customer, you are liable for all expenses (including but not limited to court costs, legal fees, collection agency fees, and administrative costs) that Adventure Living and its Debt Collector incur in collecting that debt. Adventure Living and/or its designated agent reserve the right to pursue all debt incurred

15.1.3 Overdue accounts: You agree you are responsible for paying all Adventure Living charges and/or invoices within the payment terms of this agreement. If your account has an invoice which is more than 7 days overdue your account may well be placed on hold. Past due balances will be subject to a finance charge of 1.68% per month.

15.1.4 Receiving charges/invoices: You agree to receive all charges and/or invoices by email to the email address you have given to us. It is your responsibility to ensure that this email address is working correctly at all times.

15.1.5 Payment failure: Should any payment method you use fail or later be reclaimed by the bank or card issuer you agree to pay any costs incurred by us plus a \$7.90 + GST administration charge.

## **16 Feedback**

16.1 Adventure Living always encourages our Customers to give us feedback on both us and our Adventure Living Limited team. We at Adventure Living reserve the right to publish feedback from Customers, including any rating structure and general information. We will retain your confidentiality at all times. We will continue to rate the

performance of and monitor our Trades team and your support by way of feedback is important to us.

16.2 Offense: Feedback must not contain offensive, defamatory or inappropriate language or action. We at Adventure Living reserve the sole right to determine what is considered offensive, defamatory or inappropriate language or action. Feedback must be factual, and not contain offensive, defamatory or inappropriate language.

16.3 As a customer of Adventure Living, you may only give feedback relating to work that you have contracted. You must not post feedback on any other work at any time.

16.4 As a customer of Adventure Living, you must not post feedback about yourself or include any contact details or personal information in your feedback.

16.5 As a customer of Adventure Living your feedback is for the sole purpose of facilitating information about the company and our products. You must not use this facility to market or export any information at any time.

16.6 Adventure Living accepts no responsibility for any offensive, defamatory or inappropriate feedback submitted on the Website.

## **17 Intellectual Property:**

17.1 All content relating to Adventure Living Limited and that included on the Adventure Living website, such as images, any and all text, graphics, logos, icons, audio, and software, remain the sole property of Adventure Living or its content suppliers and web developers and as such is fully protected by New Zealand and international copyright laws at all times. All biters will be prosecuted to the full extent of the law

17.2 The compilation of all Adventure Living information and the Adventure Living website content remains the exclusive property of Adventure Living and protected by New Zealand and international copyright laws.

17.3 All information remains the property of Adventure Living and/or its software developers and suppliers and as such, is fully protected by New Zealand and international copyright laws. This must not be copied at any time.

Any use by any person for the modification, copying, transmission, dissemination or reproduction is strictly prohibited at any time.

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