

Coopers Beach Hammer Hardware (New Zealand) Terms and Conditions

Basically we're a down to earth bunch and you can trust us to do the right thing, but just to keep everything above board, here's the official T & C's.

General

These terms are to be read in conjunction with our **Secure Shopping, Privacy, Payment, Delivery and Returns** and **Collect in Store** pages as found on our Coopers Beach Hammer Hardware (New Zealand) Limited's website.

Coopers Beach Hammer Hardware (New Zealand) Limited ("**Coopers Beach Hammer Hardware**") owns and operates this site, and is located at 241 State Highway 10 Coopers Beach. If you wish to get in touch, please Phone 094061088 (during office hours) or Email us anytime on admin@hardwareshop.co.nz

- **Acceptance of Terms**

When you access this site, you acknowledge that you have read and agree to the terms described below. If you do not agree to the terms discussed here, you should exit the site and refrain from placing any order.

- **Contract, Payment and Delivery all within New Zealand**

Orders will only be accepted by Coopers Beach Hammer Hardware (New Zealand) Ltd in Coopers Beach, New Zealand and payment is to be made in New Zealand currency. Any contract arising from this site is governed by the laws of New Zealand. Coopers Beach Hammer Hardware will deliver goods only within New Zealand.

- **Product Availability**

Product may be added to or removed from the site from time to time. From time to time products described on the site may not be available. While Coopers Beach Hammer Hardware does not accept liability for any loss arising, every effort will be made to keep the information up to date and accurate.

- **Use of Cookies**

Some pages on this site use "cookies" which are small files that the site places on your hard drive for identification purposes. These files are used for site registration and customisation the next time you visit us. You should note that cookies cannot read data on your hard drive. Your web browser may allow you to be notified when you are receiving a cookie, giving you the choice to accept it or not. If you do not accept cookies, some pages may not function fully and you may not be able to access certain information on the site.

- **Orders, Price and Payment**

Products may be ordered by following the instructions on the catalogue pages of this site. All prices quoted include Goods and Services Tax. Prices may increase or decrease from time to time.

You must pay by credit, debit or Visa and Mastercard are accepted for all transactions.

Your card details are delivered immediately to a secure ecommerce server and our bank immediately debits your card for the cost of the items ordered and of delivery. If Coopers Beach

Hammer Hardware is unable to deliver any items, your credit or debit card will be credited with the full cost and delivery charge for that item debited when the order was placed.

- **Order Fulfilment**

Delivery charges within mainland North Island and South Island will be calculated for each order and shown as a separate item before you chose to enter your payment details and send the order to be processed. Delivery will be by courier or by any delivery service as chosen by Coopers Beach Hammer Hardware.

For delivery to an offshore island of New Zealand please enter the details of the shipping agent at the pick-up point on the mainland at which it would be convenient for you to have the order delivered to. Coopers Beach Hammer Hardware's responsibility for product shall cease on delivery of the order to your nominated shipping agent.

- **Collect in Store**

Orders must be collected within 14 days from the date you are notified by email that your Order is ready for collection. If your Order is not collected within this time, your order will be cancelled. The relevant Collection Store may then allocate those Goods to another customer and your refund will be credited to the card you used for your Order, less any administration fee payable.

You acknowledge that we may record the details of any identification provided in relation to collection of products.

- **Offer and Acceptance of Order**

When you place an order with us, you are making an offer to buy goods. This occurs when you place your order on our website via adding a product to the shopping cart and proceeding through our checkout process. The checkout process includes giving us delivery and any other relevant details for your order, including entering payment information and submitting your order. The final step consists of a confirmation page with full details of your order, which you are able to print as a receipt of your order.

We will take payment from you when we accept your order.

- **Order Status and Notification**

We will send you an e-mail to confirm that we have received and accepted your order, which indicates that your order has been accepted and you may not cancel it.

We may communicate with you regarding your account and orders using your email address, phone number and other forms of communications that may reasonably become available to us.

- **Risk**

Goods are at our risk until delivered to you, or in the case of an offshore island address, until delivered to your shipping agent. We may deliver each item ordered separately if we choose for supply or other reasons. If this is the case you will not incur any extra delivery cost.

- **Cancellation and Product Return**

You may cancel this order without charge at any time up to the dispatch of goods to your address. Any charge to your credit card will be credited.

You may cancel this order if the goods have already been dispatched, but not received at your address. Coopers Beach Hammer Hardware will credit your credit card for a sum equal to the cost of the product excluding handling and delivery costs, once the product has been received by us.

While we try to ensure that the price and description of goods or services is accurate, if there is an error with the listing a product on our website or a technical error in the processing of your order we reserve the right to refuse or cancel the order.

Our right to cancel orders applies to orders that have been accepted.

- **Disclaimer. Limitation of Liability and Indemnity**

To the extent permitted by law, we exclude all liability to you or anyone else for loss or damage of any kind (however caused or arising) relating in any way to the website including, but not limited to, loss or damage you might suffer as a result of:

- Errors, mistakes or inaccuracies on the website;
- You acting, or failing to act, on any information contained on or referred to on the website or any linked website;
- Personal injury or property damage of any kind resulting from your access or use of the website;
- Any unauthorised access to or use of the websites secure servers;
- Any interruption or cessation of transmission to or from the website;

- **Routine Security Checks**

Coopers Beach Hammer Hardware reserves the right to contact the purchaser of an order to confirm the validity of delivery details supplied and we will perform security checks on any orders that raise a security alert based on purchase type or level. Coopers Beach Hammer Hardware reserves the right to cancel and refund any order that appears to be fraudulent.

New Zealand Law

These terms are covered by New Zealand Law.