

Acceptance of orders

Please carefully preview any Orders before adding them to your shopping cart and proceeding with your Order. Once you have placed your Order, you cannot cancel or revoke your Order, unless expressly provided for in these Sale Terms. While we check each order and may contact you to confirm details we accept no responsibility for you providing us with incorrect measurements.

You and we may enter into a contract for the sale and supply of goods by you making an offer via the website to purchase a product at the price advertised on the website by:

- a) placing an electronic Order for the products using the website;
- b) you confirming the Order details in accordance with the procedure on the website;
- c) you making payment in full (plus any applicable delivery charges) on the website; and
- d) our acceptance of that offer in accordance with these Sales Terms.

When entering into a sale contract via the website, you will be taken to have communicated your offer to purchase the products only when:

- a) all requirements set out in these Sales Terms have been met;
- b) the electronic instruction containing the offer from you enters and is recorded in our database;
- c) a record is created and stored in our database; and
- d) we receive in our account full payment from you for the product (including any applicable delivery and handling charges) and confirmation of that payment is received by our database.

You acknowledge that:

- a) the transmission of your offer or the confirmation of any payment, made through an electronic instruction may not be received by us for reasons beyond either party's control including, but not limited to, electronic failure, mechanical, software, computer, or telecommunications, or the omission or failure of third party website providers or systems;
- b) to the extent permitted by law, we are not liable to you in any way for any loss or damage at all however caused, arising directly or indirectly in connection with the transmission of an electronic instruction through the website, or any failure to receive an electronic instruction for whatever reason;
- c) we may act on and process all completed electronic instructions transmitted or issued through the website without further consent from or reference to you; and
- d) we may treat an electronic instruction as authentic and is under no obligation to investigate the authenticity or authority of persons issuing or transmitting such electronic instructions, or to verify the accuracy and completeness of such electronic instructions.

You will receive an email from us immediately after you have confirmed your Order and made payment. If you have any questions regarding your Order you may contact us on 0800-02124247

If your Order is not accepted by us, we will notify you by telephone or email and arrange for a full refund of any payment made by you to be processed.

We may, in our sole and absolute discretion, accept or reject any offer made by you for any reason (or no reason), including an error in the advertised price for, or description of, the products on the website, or an error in your Order.

We will be deemed to have accepted your Order when your Order is delivered to your specified delivery address or on collection of your Order from us.

Chiefly Chairs does not accept orders for delivery outside of New Zealand.

Prices

All prices shown on our website are in New Zealand dollars and include GST where applicable. Prices do not include any costs associated with set-up or installation, which shall be your responsibility. We may vary any prices on this website at any time without notice to you. We also reserve the right to correct any errors.

Payment

(1) All payments must be made by you in full.

(2) Payments must be made via the ANZ eGate™ secure payment facility accessible via the website and will be subject to any terms and conditions of the providers

(3) To the extent permitted by law, we will not be responsible for any damages or consequential losses (whether direct or indirect) suffered by you where a credit card is fraudulently used or is used in an unauthorised manner.

(5) If there is a problem with your payment (for example, if your credit card transaction is declined), we may contact you to make alternative payment arrangements. You will be liable for all debt collection costs where you fail to make payment for any order when payment is due.

Supply and delivery

Subject to our acceptance of your Order, we will sell and supply the goods to you as shown on your Order confirmation.

The delivery address you specify on the order must be an address within New Zealand and cannot be a PO Box or a freight forwarding location.

You must advise at the time you place your Order, or later when you discuss delivery with us, of any difficulties that may be involved in the delivery (such as remote rural locations, restricted access, stairs or narrow entries). If you do not state the situation correctly and on arrival the delivery contractor deems it to be a difficult location you will be liable for any extra charges including redelivery fees and the cost of an extra person to assist.

We cannot accept responsibility for delivery failures or delays by our third party delivery contractor.

Title and risk in the products, such as loss and damage, will pass to you on delivery.

When can I expect delivery?

Manufacture and delivery of your custom-made chair usually takes around 4-6 weeks. You can contact us at any time to check progress.

What is the cost of delivery?

The cost of delivery to your door is included in the price. Delivery to Chatham Islands, Stewart Island and Great Barrier Island may attract additional fees.

What is Chiefly Chairs policy on returns?

The Consumer Guarantees Act

Under the **Consumer Guarantees Act 1993** ('CGA'), you have guaranteed **legal rights** for goods [and services] you buy.

These are called '**consumer guarantees**', and include the following:

1. a guarantee that the goods are of acceptable quality, such that the goods are:
 - a) fit for all the purposes for which goods of that type are commonly supplied;
 - b) free from minor defects;
 - c) safe
 - d) durable; and
 - e) acceptable in appearance and finish;
2. a guarantee that the goods are fit for any particular purpose made known by you, or for which we represent that they are or will be fit;
3. a guarantee that the goods correspond with any description with which the goods are supplied; and
4. a guarantee that the goods correspond with any sample or demonstration model where the goods are supplied by reference to such sample or model.

If the goods (or services) we supply do not meet a consumer guarantee, we will meet our obligations under the CGA to provide a remedy.

The CGA does not apply where the goods have been used in a manner, or to an extent which is inconsistent with the manner or extent of use that a reasonable consumer would expect to obtain from the goods; and the goods would have complied with the guarantee of acceptable quality if they had not been used in the manner or to that extent.

If you are **acquiring goods** (or services) from Chiefly Chairs for **business purposes** as defined in **sections 2 and 43 of the CGA**, you agree that the consumer guarantees provided for in the CGA will not apply to the supply of those goods (or services).

What if I change my mind?

As our chairs are custom made to your specification they are not readily resalable. If you change your mind we will refund 50% of the purchase price provided the goods are returned to us freight paid and undamaged within 14 days.

Failures

If the goods (or services) we supply do not comply with a consumer guarantee, but can be remedied within a reasonable time, we will either repair the goods or replace the goods with goods of identical type. If we cannot repair or replace the goods within a reasonable time, we will provide you with a refund of the purchase price.

Goods damaged in transit

If any goods arrive damaged, please contact us within 24 hours of delivery. We will arrange to have the damaged item returned to us and either repair or replace the goods or refund the price to you. Damaged goods must be returned in the condition received by you with all original packaging, together with all packing slips.

Order Enquiries

If you have any query about the progress of your Order please contact us on - 0800-02124247. Please have your Order number handy as shown on the email confirmation.

Privacy Policy

Chiefly Chairs respects your right to privacy. None of the information you supply to us is supplied to third parties.

Disclaimer and Indemnity

To the extent permitted by law, we and each of our related bodies corporate 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:

- a) errors, mistakes or inaccuracies on the website;
- b) you acting, or failing to act, on any information contained on or referred to on the website or any linked website;
- c) personal injury or property damage of any kind resulting from your access or use of the website;
- d) any unauthorised access to or use of the websites secure servers;
- e) any interruption or cessation of transmission to or from the website;
- f) any bugs, viruses, Trojan horses or other harmful code or communications which may be transmitted to or through the website by any third party; or
- g) the quality or fitness for any purpose of any product or of any linked sites.

(2) Except as expressly provided in these terms, and to the fullest extent allowed by the law, we and our third parties will not be liable for any direct, indirect, special, incidental or consequential damages arising out of your access to or use of the website.

(3) You will at all times indemnify, and keep indemnified, us and each of their related bodies corporate, including their directors, officers, employees and agents from and against any loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by you or by any of them arising from any claim, demand, suit, action or proceeding by any person against you or them where such loss or liability arose out of, in connection with or in respect of your conduct or breach of these Sales Terms.

(4) Nothing in these Sales Terms is intended to avoid the provisions of the New Zealand Consumer Guarantees Act 1993 ("CGA") except to the extent permitted by the CGA or to exclude liability arising under any other statute. If and to the extent that such liability cannot be lawfully excluded, these Sales Terms shall be modified to the extent necessary to give effect to the above intention. If you are acquiring goods or services from us for the purposes of a business, you agree that the guarantees provided in the CGA shall not apply. We do not provide any express guarantees (as that term is defined in the CGA) other than those expressly confirmed in these Sale Terms.

Force Majeure

We will not be liable for any errors or delay in performing any of our obligations if such errors or delay is caused by circumstances beyond our reasonable control, including but not limited to, a failure of or interruption relating to the Internet, electricity supply, bank payment systems or postal deliveries.

Transfer and Assignment

If we merge, sell or otherwise change control of our business or this website to a third-party, we reserve the right, without giving notice or seeking consent, to transfer or assign the personal information, content and rights that we have collected from you and any agreements it has made with you.