

Moana Seafood

Terms & Conditions

1. Introduction

- 1.1 **What these Terms cover:** These terms and conditions, together with all information and documents referred to in them (Terms), explain the terms that apply to your use of this website and all purchases of products (Products) via our website.
- 1.2 **Acceptance of these Terms:** Please make sure you have read these Terms carefully before placing an order. These Terms tell you who we are, how we will provide Products to you, what to do if there is a problem and other important information. If you have any questions about these Terms, please **contact us** to discuss. By placing an order through our website, you agree to and accept these Terms.
- 1.3 **Changes to these Terms:** We may amend these Terms at any time. Every time you place an order, please check these Terms to ensure you understand the terms which will apply at that time.
- 1.4 **New Zealand household customers only:** Moana Seafood currently only delivers to postal addresses serviced by courier companies in the North Island of New Zealand. Our website is not intended for access or use by visitors outside New Zealand. Our website is only available for personal and household use. You must not purchase any Products for a commercial purpose (including resale). We have the discretion to refuse your registration or order, including where we reasonably suspect that you are purchasing Products for a commercial purpose.

2. Information about us

- 2.1 **Who we are:** When you purchase a Product through our website you will be contracting with Moana New Zealand, New Zealand company number 1581332 (Moana Seafood or we, us, our).
- 2.2 **How to contact us:** If you have any questions about these Terms or our website, please contact us using the contact details on our website.

3. Our products

- 3.1 **Products may vary slightly from their pictures:** The Products are as described on our website—please check these descriptions carefully before placing your order. Please note that the Products and any packaging on the website are for illustrative purposes only and should not be relied on when purchasing Products. Slight variations may occur between the delivered Product, and the image of the Product given on the website.
- 3.2 **Prices and product availability may be subject to change:** While every effort is made to keep the information on the website current, prices and product availability are subject to change. Moana Seafood will advise if changes are made (including due to product availability), after you place your order. You can then either agree to the change or alternatively we will refund the money you have paid.

4. **How to order**

- 4.1 **Ordering process:** Ordering a Product is very easy. Just click on a product and add it to your shopping basket. You then need to follow our payment instructions to purchase the products you choose to buy. All online payments are made and processed via Shopify, Google Pay or Shop Pay depending on which payment option is selected. In order to place an order, you must be the holder of a valid debit/credit card.
- 4.2 **How we will accept your order:** After you place your order, we will send a confirmation email to you to accept your order. Each time we accept an order from you, a separate contract is made between us.
- 4.3 **Taking payment:** By placing an order, you authorise us to immediately charge your payment card for the purchase price and delivery charges displayed on the website. Please refer to our Privacy Policy for further details about how payments are processed and the associated security measures.
- 4.4 **If we cannot accept your order or need to cancel your order:** We reserve the right to not accept your order or to cancel your order after it has been accepted. If we do so, we will inform you of this and will refund you for the Product.
- 4.5 **If we can only provide part of your order:** Where we are only able to fulfill your order in part, we will let you know and you will be entitled to cancel such order prior to 6:00pm on the day before the relevant delivery date and a refund given. If you do not cancel your order, the price payable by you for that order will be reduced by the amount of the Product not supplied.
- 4.6 **If you wish to cancel:** It may not be possible for you to cancel or vary an order once it has been placed. Please **contact us** as soon as possible if you wish to vary or cancel an order and we will let you know if this is possible.

5. **Prices and how to pay**

- 5.1 **Prices include GST:** All prices stated are in New Zealand dollars and include GST.
- 5.2 **Delivery charges:** Delivery charges will be indicated to you at the time of ordering, added to the purchase price before you confirm your order and payable by you at the same time as the purchase price.
- 5.3 **How to pay:** You may pay for the Product with a debit or credit card. We do not accept any other form of payment. The payment facility is operated by Shopify with options to pay via Google Pay or Shop Pay (for further information, please refer to our Privacy Policy).
- 5.4 **Authority for payment:** We will request authority for payment from your card at the time you place your order. If we fail to receive authority for your payment, or if we reasonably believe that payment will be refused, we reserve the right to reject your order.
- 5.5 **Failed payment:** In the event of a failed payment for whatever reason, you agree to compensate us in full against all reasonable costs, expenses and outgoings we incur in attempting to obtain payment made by you.

6. **Delivery**

- 6.1 **New Zealand North Island only:** Delivery of a Product will only be made to the delivery address on your account or such other address agreed by us during the order process. Deliveries can only be made to North Island postal addresses serviced by courier companies.

- 6.2 **Delivery method:** We will deliver the Products to you in such manner and form of transport that we consider appropriate. Delivery is complete once the Products have been delivered to your delivery address. If there is no person to accept delivery, the Products will be left at the front door or as instructed by you in your order, and will be deemed to have been delivered at that point in time. Delivery instructions must be reasonable in relation to the scope of these deliveries. The Products will be your responsibility, once they have been delivered at your delivery address.
- 6.3 **When we will deliver:** We will aim to deliver by our target delivery times, but these are estimates only and we will not be liable for failure to deliver within these times. If we think that the delivery of your order is likely to be delayed, we will contact you. We may delay dispatch of orders due to stock availability and you will be notified as soon as reasonably practicable if this will affect our target delivery times.

7. **Returning products**

- 7.1 **How to tell us about problems:** Please **contact us** if you have any complaints about the Product or questions about returns.
- 7.2 **Returning Products:** If any Product doesn't correspond with what you have ordered, or you believe it was delivered to you in a damaged or spoiled condition, please **contact us** soon as possible following delivery. We may require photographic evidence and/or a sample of the damaged or spoiled Product. If we agree that any Product was incorrectly delivered, or delivered to you in a damaged or spoiled condition, then we will either refund the value of the Product by crediting your payment card, or replacing that Product where replacement is possible.

8. **Using our website and creating an account**

- 8.1 **How to create an account:** You may choose to create an account on our website when placing an order. Please follow the instructions on the website. It will be at our sole discretion as to whether we accept your application to create an account.
- 8.2 **What information do we require:** You will be asked to provide information including your name, email address and postal address when creating your account. Your email address will be used to identify you when you use it to access your account on the website. Your order will be sent to the postal address you provide when you create your account, or the most recent postal address you have provided, if you update your account details at anytime. We accept no responsibility for orders that are not received as a result of an incomplete or incorrect address being provided. You confirm that all information that you provide to us is true, accurate, complete and not misleading and that you will notify us immediately if any part of this information changes.
- 8.3 **Choosing a password:** You will also need to provide a password in order to access your account. You are entirely responsible for maintaining the confidentiality of your password and you will be responsible for any damage or losses caused by unauthorised access resulting from your failure to keep your password secure. We encourage you to use a "strong" password (including a combination of numbers and letters). You agree to notify us immediately in the event of any unauthorised use, or suspected unauthorised use of your password or account.
- 8.4 **Security of information:** The security of your information and use of our website is very important to us. We will take reasonable technical and organisational precautions to protect our website and information that we hold. However, due to the inherent nature of the internet, we are not able to guarantee the security of our website or any information that you hold or that you transmit to us. You are responsible for taking your own measures to reduce the risk of viruses or other forms of interference damaging your computer system.

- 8.5 **We own the intellectual property in our website:** We own or have obtained a valid licence to use all copyright, trademarks and other intellectual property rights used on our website and all such intellectual property rights will remain solely with us and/or our licensors (as the case may be).
- 8.6 **How you may use our website:** You agree not to use the website for any purpose that is unlawful or prohibited by these Terms. You may download the information on the website for your own personal use but otherwise neither the website, nor any material on it, may be altered, modified, reproduced, transmitted or distributed without our consent. If you link our website to your website, you must remove the link at our request. You agree that you will not interfere with any other party's use and enjoyment of the website, or damage the operation of the website, or our systems or those of other persons who use the website, whether by way of a virus, corrupted file, any other software or program, or otherwise.

9. **How we may use your personal information**

- 9.1 **Use of your information:** Any personal information that you provide to us through our website will only be used in accordance with these Terms and our Privacy Policy. Please ensure that you have read our Privacy Policy before proceeding.
- 9.2 **Your consent to our use of your data:** By providing us or authorising us to collect any personal information you are consenting to its collection, use and disclosure in accordance with these Terms and our Privacy Policy.

10. **Our liability to you**

- 10.1 **Refund or replacement of Products:** Subject to section 10.2, if we fail to comply with these Terms (a) our liability to you is limited to replacement of or refund for Products in accordance with section 7 above; and (b) in any event, we are not responsible for any indirect, consequential or special loss or damage of any kind.
- 10.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so:** In particular, nothing in these Terms will affect your rights under consumer laws, including the Consumer Guarantees Act 1993 and the Fair Trading Act 1986.
- 10.3 **We are not liable for business losses:** We only supply the Products for domestic and private use. Any use of the website or any Products for any commercial, business or re-sale purpose is strictly prohibited and, for the avoidance of doubt, we have no liability to you whatsoever in connection with any such use, including for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.4 **We are not responsible for events beyond our control:** Moana Seafood will be excused from their obligation to deliver Products if non-performance is due to events beyond our reasonable control.
- 10.5 **We are not responsible for other websites:** Our website may provide links to other websites for your convenience and information. These websites are outside our control and the provision of a link to a third party website does not imply our agreement to or endorsement of any of the information contained on the third party website or otherwise imply any association with the third party. Third party websites may have different terms of use and privacy policies, which you should review before using the third party website.

11. Other important terms

- 11.1 **We may transfer our rights under these Terms:** We may transfer our rights and obligations under these Terms to a related company or a third party purchaser. You must not transfer your rights or your obligations under these Terms to another person (they must set up their own account and place their own orders).
- 11.2 **Entire agreement:** These Terms constitute the entire agreement between you and Moana Seafood relating to the website and any purchase made via the website.
- 11.3 **We may delay in enforcing our rights:** If we do not insist immediately that you do anything you are required to do under these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 11.4 **These Terms are governed by New Zealand law:** These Terms are governed by New Zealand law and any applicable legal proceedings must be heard in the New Zealand courts.

These Terms were published on 14 April 2020.