# TERMS & CONDITIONS

### 1 Definition

1.1 Catalogue Means the catalogue of which these Sales Terms form part.
1.2 Completion Date This will be set at the time you agree to purchase a Product or Products from us and will be a date that corresponds with when your final payment has been received by us.

1.3 Delivery Charge - Cost of delivery charged by door shop.

1.4 Products · Means the products listed for sale in our Advertising we choose to use (Website or Post flyers or Facebook, Google ads etc.)

1.5 Purchase Price. This is the total value of a Product or Products you have ordered, and we have agreed to supply to you as stated on the invoice), plus administrative fees.

1.5 Sales Terms. Means these terms and conditions of sale.

1.6 We, our and us -Door Shop Private Limited T/A Door Shop.

**2 Information about You:** The information we hold about you in our database must be accurate at all times. You must call our office to let us know of any changes. We will not be liable (legally or otherwise) for any communications, deliveries or other matters that have been addressed to you, but which have not reached you because you have not updated your current details with us. The information we hold about you may be kept for an indefinite period. You have rights under the Privacy Act 1993 to access and ask for the correction of any personal information which we hold about you.

### 3 Contract

3.1 These Sales Terms

constitute the contract between us and you for the sale and purchase of Products through our website or flyers or any other advertising door shop may use your account with door shop without prior authorisation agreed by door shop and the account holder. Your use of a product is also subject to any additional terms and conditions which apply specifically to that Product. 3.2 We shall sell, and you shall purchase the products in accordance with these sales terms only, if you disagree with any of these sales terms you should not purchase products from our website or flyers etc. By proceeding to purchase products you represent and acknowledge that you are aware of, and agree to, these sales terms.

### 4 Orders

4.1 You must order the products in accordance with the instructions on our website or flyers. Your order is not binding upon us until we accept it, and we will not be liable to any person we decline. Should we not accept your order then any money already paid for the order will be refunded in full.
4.2 The purchase price for the products will be the price quoted on our website or flyers or advertisement we may use and confirmed by us at the time we accept your order. Product purchase price subject to change by correspondence (phone or letter or email).

### 5 Delivery

5.1 We will try to have the Products you have purchased delivered to your residential address within **14** working days of your payments being made or the date on which you pay the Purchase Price in full, whichever is the earlier. Any time stated for delivery is an estimate only. We will not be liable for any delay in delivery, and you will not be entitled to cancel any order based on a delay.

5.2 If a delivery is returned to us and we are unable to contact you because the information we hold about you in our database is out of date, or you are not available, we will hold the products you have purchased until we can contact you to confirm your current delivery address. A storage fee WILL apply.

5.3 You must ensure someone is present to accept delivery of the Products during the delivery Hence,

5.4 Deliveries will be made by a signature required courier or a staff member of Door Shop

5.5 We will not be liable for any products missing or damaged after they have been delivered to the address on door shop records.

5.6 To the extent permitted by law, you may not cancel the contract you have with us to purchase that Product after 5 working days.

### 6 Payment terms in general

6.1 Direct Debit is our method of payment unless you are making a purchase for the full amount of the purchase price as below.

6.2 Products may be purchased for the full retail price if payment is in cash.

6.3 All payments in relation to Products are payable in New Zealand dollars.

6.4 If a Payment(s) are missed, your delivery will be delayed from the terms of the contract held with "door shop".

# 7 DISCLOSURES OF FEES

7.1 We will not be liable for any bank fees including dishonour fees you have been charged by your bank.

7 .2 We reserve the right to charge you an administrative fee for(a) Cancellation fee of\$ 80, outside of 5 Working days from sign up (Cooling Off Period)

(b) Non-Refundable Establishment fee at time of opening account \$60.00.

(C) Delivery fee - Please see our Catalogue Or contact our Call Centre.

(d) DD authority stopped or cancelled \$30 (All above Fee's are in New Zealand Dollar Currency, NZD)

**8 Cancellations:** Cancelling the account /contract with us any time before getting the goods/product we will charge the reasonable cancellation fee of \$80. Establishment fee, the remaining amount will be refunded into the bank account we have on file for your account.

### 9 Product Guarantee

9.1 We will honour all our responsibilities under the Consumer Guarantees Act, the Fair-Trading Act and CCCFA -all other relevant legislation that protects you as our customer. All other warranties and representations, whether express or implied, in relation to the products are excluded to the maximum extent permitted by law.

9.2 All other warranties and representations whether express or implied, in relation to the product/s are excluded to the maximum extent of the law.

### 10 General

10.1 Under no circumstances shall we, our related companies, agents, suppliers, or licensors be liable for any direct, indirect, punitive, incidental, special, or consequential damages, directly or indirectly resulting from or in relation to the Products or your use of them. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if we have been advised of the possibility of such damage, To the extent that any applicable law does not allow the exclusion or limitation of incidental or consequential damages, our liability in such circumstances shall be limited to the extent permitted by such law.

10.2 You acknowledge that you are 18 years or over and have the full legal capacity to agree to enter these Sales Terms as a binding contract.

10.3 These Sales Terms will be governed by and construed in accordance with the law of New Zealand and the parties unconditionally and irrevocably submit to the Exclusive jurisdiction of the New Zealand courts.

10.4 If we exercise or fail to exercise any right or remedy available to us, this shall not prejudice our rights in exercising that or any other right or remedy.

10.5 If any provision of these Sales Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Sales Terms and the remainder of the provisions in question shall not be affected.

10.6 Title to the Products you have purchased will pass to you when they have been paid for in full.

## 11 Complaints Process: FSCL Member FSP615969

11.1 If you want to make a complaint or have a problem understanding something we have done, please let us know, so we can address the problem. We are here to make shopping simple, so if you think we have failed in any way, you can trust that all our people will be committed to resolving the issue.a) Your best first call is to talk to our friendly staff on 0800-26-7676 If you are still not 100% satisfied, please contact our Customer Care and Complaints Team On doorshopnz@gmail.com they will take up your concerns.

b) If even this does not address your complaint fully, your next step is Financial Services Complaints Ltd (FSCL), the external dispute resolution scheme for our industry. This independent body is approved by the Ministry of Consumer Affairs. Complaints to FSCL need to meet certain criteria (FSCL Phone 0800347257.

**12 Advertised Item:** If an advertised item is no longer available, Door Shop will endeavour to supply an item equal to, or of higher specifications.

**13 Refund:** Refund will be done within 5 working days of the period once **we** got informed by you and made decision to refund your money. A refund will be made to the bank account number held for your account.

**14 Debt collection fees:** If no repayment is received within (40) forty days of the first non-payment where the company has had no contact from you with reasonable explanation, your account will be transferred to a collector. You will be charged a debt collector fee of \$25.00.

**15 Repossession of the goods:** A Prepossession notice will be issued if no payments have been received in the 40 Day Period, if no payments are received within a further 21 Days, a Repossession order will be issued. Once goods have been Repossessed, you will have 21 days to bring your account up to date or the goods will be sold (to the market value at the time), any outstanding balance after the sale of the goods will be the responsibility of the account holder to settle.

**16 Contact:** All forms of contact with the customer 'you' will be by phone, text, email, mail form. Customer must advise us of Change of address and contact details by contacting us via phone (0800267676) Via post to us on provided address or email address on <u>doorshopnz@gmail.com</u> or <u>support@doorshop.co.nz</u>

**17 Age policy:** Door SHOP has a policy of not providing a credit account to anyone under the age of 18 years old.

**18 Interest:** There will be no interest charged on the credit provided to you.

**19 Early Repayment:** We do not charge any fee if you wish to pay the outstanding balance owing to your contract early.

**20 Repayments from another person's account:** To have payments coming from an account other than a bank account held in a door shop customers name, requires authorization from the bank account holder, both parties must sign an agreement stated on our doorstep sign up application form for this to be authorized by both parties.

**21.Unforeseen Hardship:** We are always there to help in hard financial situations. Please check our disclosure or website for more detailed information on Unforeseen Hardship Application.

Please check Our Disclosure Statement outlining all the information in brief and simple language.

