

Husehill Associated Limited Website Terms and Conditions

1. INTRODUCTION

1.1 These terms and conditions (Terms) set out the basis on which you may browse and use (i) our website, available at www.husehill.co.nz (the Site); (ii) any services offered through it; and (iii) any articles or other information (which includes each articles' text, illustrations, tables, abstracts and data) published by us and made available via the Site (Site Articles) and (iv) acquire any books or other products available for purchase through the Site (Products)

1.2 The Site is owned and operated by Huse Hill Associates Limited, a company registered in New Zealand with registration number. 272181 and registered office at 26 Wilding Avenue, Northcote Point, Auckland, 0627, New Zealand (we, us or our).

1.3 Your use of the Site will be governed by these Terms which will be a legal contract between us and you. By browsing or using the Site and/or the Site Articles and/or any services, content or materials made available through the Site, or by purchasing any Products from the Site, you are agreeing to be legally bound by the Terms.

2. CHANGES TO THE TERMS

2.1 We may revise the Terms at any time by amending this page. Your use of the Site will be subject to the most recent version of the Terms available on the Site.

2.2 We recommend that you read through the Terms available on the Site regularly so that you can be sure that you are aware of any changes that may apply to you.

3. ACCESS AND USE OF THE SITE

3.1 Access to the Site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Site without notice to you.

3.2 You must not misuse the Site by knowingly introducing viruses, trojans, worms, or any other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of-service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

3.3 You are responsible for making all arrangements necessary for you to have access to the Site.

4. ORDERS OF PRODUCTS

4.1 General: Where you make an order of any Products through the Site, you are making an offer to purchase those Products in accordance with these terms and conditions.

4.2 Formation of Contract: A contract between us for the purchase of Products will not be formed until your payment has been approved by us and we have debited your credit or debit card.

4.3 Price: We endeavour to keep prices on our Site updated and accurate. Although unlikely, should we have made an error with published prices, we will not send your order until you have confirmed that you wish to order at the new price. Prices on the Site do not include delivery costs, but these will be provided to you prior to your order being confirmed.

4.4 Currency: All prices on the Site are denominated in New Zealand dollars.

4.5 GST: The prices on the Site include New Zealand Goods and Services Tax (GST).

4.6 Costs and Charges: Products delivered to some destinations, outside of New Zealand, may be subject to taxes, fees, levies or other charges, which are outside of our control and you agree that you are liable for them.

4.7 Card Payments: Credit and debit card payments are processed by [#DPS Payment Express], Orders will be accepted into our systems once we are satisfied the transaction can be confirmed as legitimate. We reserve the right to reject any order where you are unable to verify your payment method or respond to any queries we may have. This may result in a delay in order completion if we are unable to contact you. We do not store any credit card information. The name that will appear on your credit or debit card statement for any order of Products made from the Site is Huse Hill Associates.

4.8 Delivery: We use only reputable courier firms to deliver any Products you have ordered. Our current estimates for delivery after we have debited your credit or debit card are (a working day is any day a registered New Zealand bank is open for business in Auckland, New Zealand, other than a Saturday or a Sunday):

4.8.1 Within New Zealand: 1 to 4 working days.

4.8.2 To Australia: 2 to 6 working days.

4.8.3 To Europe and elsewhere: 4 to 20 working days.

4.9 Returns, Refunds, and Damage: You are responsible for ensuring that any Products are suitable for their intended purpose. We cannot offer any return or refund for any Products, unless they are defective or damaged in which case we will, at our option, repair or replace those Products at our cost including the costs of returning the damaged or defective Products, and delivering replacement Products should we choose to exercise that option. In the unlikely event this occurs, you agree to email us at returns@husehill.co.nz so we may then process the repair or replacement of those Products.

4.10 Limitation of Liability: To the extent permitted by law, we exclude all conditions, warranties, representations or other terms that may apply to our provision of the Products, including any conditions or warranties implied under the Sale of Goods Act 1908. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the provision by us of, or your use of, or inability to use, any Products including without limitation any direct loss of profit, loss or damage to data, loss of reputation or goodwill, loss of opportunity or anticipated savings or any indirect, special, consequential or punitive losses of any kind. Nothing in this clause is intended to limit your rights under the Consumer Guarantees Act 1993, but the terms of that Act will not apply to you if you are ordering or purchasing Products through the Site for the purposes of a business. In any event, including the event that any term or condition or obligation on our part is implied into these Terms by law, then our liability is limited to the value of the Products you have purchased.

5. USE OF ARTICLES

5.1 You may not make any use of any Site Article (commercial or otherwise), without our prior written consent and payment of the appropriate fees, even if you are the author or the employer, funder or affiliate organisation of the author of such Site Article. For the purposes of these Terms, "commercial use" means use in any manner that is primarily intended for or directed toward commercial advantage or monetary compensation, including but not limited to provision or distribution (including by way of hyperlink) of any Site Article or part of any Site Article (including any abstract, figures or tables) in any format:

5.1.1 to support marketing activities;

5.1.2 to support activities at a conference, exhibition or trade show;

5.1.3 as resource material on a company or product-specific website;

5.1.4 to support company training of any individuals for any purpose;

5.1.5 to supplement or replace a purchased paper or electronic reprint of any published Site Article;

5.1.6 in other publications published by a commercial organisation for any commercial purpose; or

5.1.7 on any third party website for any commercial benefit, advantage or private monetary compensation.

5.2 You may not under any circumstances re-use, re-package, deface, alter or change in any way any of the information contained on the Site, or contained in any Site Article.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Unless otherwise indicated, we are the owner or the licensee of all intellectual property rights in the Site and in any material available on it.

6.2 You may not copy or use any part of the Site, Site Articles or other content made available through it other than as expressly permitted by the Terms.

6.3 If you copy or use any part of the Site, Site Articles or other content made available through it in breach of the Terms then, without prejudice to any of our rights and remedies, your right of use will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

7. TERMINATION AND SUSPENSION

7.1 We may, in our sole discretion, terminate or suspend your access to the Site immediately without notice if you breach any of the Terms.

8. DATA PROTECTION AND PRIVACY

8.1 Any personal information that we collect from you as you browse and use the Site will be used in accordance with our privacy policy. To find out more about the data we collect from you and how we use it please read our privacy policy available at the end of these Terms.

8.2 By accepting the Terms you also consent to our use of your personal data in accordance with our Privacy Policy.

9. LINKS FROM THE SITE

9.1 Where the Site contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the content of those websites or resources and we are not responsible or liable for them in anyway.

10. DISCLAIMERS

10.1 Without limiting clause 4.10 of the Terms, except as expressly provided in the Terms, the Site and any content provided through it, including the Site Articles, are provided on an "as is" basis. We do not make any representation or warranty of any kind, either express or implied (whether by common law, custom, statute or otherwise) in relation to the Site, the Site Articles, or any other content, products or services provided through it including, without limitation, any warranties in relation to fitness for a particular purpose or in relation to quality, completeness, accuracy, reliability or non-infringement.

10.2 The content on the Site and the Site Articles are provided for general information only. It is not intended to amount to advice on which you should rely. You are advised to obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Site or contained in a Site Article. We make no representations, warranties or guarantees, whether express or implied, that the content on the Site or contained in a Site Article is accurate, complete or up-to-date.

10.3 We do not guarantee that the Site will always be available, be uninterrupted, secure or free from bugs or viruses, nor that the Site or any products, services or content provided through it will be free from errors or omissions.

10.4 Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Please check your local laws for any restrictions of limitations regarding the exclusion of implied warranties.

10.5 Nothing in the Terms is intended to disclaim or exclude any warranty or liability that cannot be disclaimed or excluded by operation of applicable law.

11. INDEMNITY

11.1 You shall indemnify, defend and hold us harmless, on demand, from and against all actions, claims, causes of action, proceedings and demands of whatsoever nature or kind, as well as from and against all damages, liabilities, obligations, losses, costs charges, penalties, fines and expenses (including reasonable legal fees resulting therefrom) arising out of or in connection with your breach of the Terms.

12. LIMITATION OF LIABILITY

12.1 Without limiting clause 4.10 of the Terms, to the extent permitted by law, we exclude all conditions, warranties, representations or other terms that may apply to the Site or any content on it, including the Site Articles, or services provided through it, whether express or implied. We will not be liable to you or any other user of the Site or the Site Articles for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the use of, or inability to use, the Site or the Site Articles including without limitation any direct loss of profit, loss or damage to data, loss of reputation or goodwill, loss of opportunity or anticipated savings or any indirect, special, consequential or punitive losses of any kind.

13. GENERAL

13.1 The Terms do not create or infer any rights that are enforceable by any person who is not a party to them.

13.2 You may not assign, sub-license or otherwise transfer any of your rights or obligations in the Terms to any other person without our written consent.

13.3 If we decide not to exercise or enforce any right that we have against you at a particular time, then this does not prevent us from later deciding to exercise or enforce that right.

13.4 If any part of the Terms is found to be illegal, invalid or otherwise unenforceable by a court or regulator, then, where required, that part shall be deleted from the Terms and the remaining parts of the Terms will continue to be enforceable.

13.5 These Terms and any non-contractual obligations arising out of them shall be governed by and construed in accordance with New Zealand law and if you are a business you agree to submit to the exclusive jurisdiction of the New Zealand courts.

Privacy Policy

This Privacy Policy applies to all personal information collected by Huse Hill Associates Limited via the website located at www.husehill.co.nz.

How to contact us about privacy

Your privacy is very important to us. For that reason, please read the following details carefully and get in contact with us if you have any questions. You can contact us on email: info@husehill.co.nz; and free phone: 0800688566.

Collection and Purpose

We may collect personal information from you in the course of you browsing our website if you input any personal information into the website. In addition, we also collect cookies from your computer, which enables us to tell when you use the website and also to help customise your website experience.

The purpose for which we collect personal information is to provide you with the best service experience possible on the website. Some provision of personal information is optional. However, if you do not provide us with certain types of personal information, you may be unable to enjoy the full functionality of the website.

Disclosure

We customarily disclose personal information only to our service providers who assist us in operating the website. We will only disclose personal information to an unrelated third party with your consent, as required by law, or for the purposes of prosecution where your use of the website violates clause 3 of our website Terms of Use.

Access and correction

Part 5 of the Privacy Act 1993 allows you to get access to the personal information we hold about you in certain circumstances. If you would like to obtain such access, please contact us on the details set out above.

Security

We have processes in place to ensure the security of your personal information, including encryption of all data when it is transferred to our service providers and limitations on access to personal information within our organisation.