

Terms and Conditions

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General

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1.4 Limitation of liability

To the extent permitted by law:

- All warranties, representations and guarantees (whether express, implied or statutory) are excluded, including without limit, suitability, fitness for purpose, accuracy or completeness of this Website or the content on or accessed through it; and
- Sandra McCoy will not be liable for any damage, loss or expenses, or indirect losses or consequential damages of any kind, suffered or incurred by you in connection with your access to or use of this Website or the content on or accessed through it.

2. Privacy

The Privacy Policy available on this Website governs the collection, use and disclosure of your personal information by us. The Privacy Policy forms a part of these Terms and Conditions.

For privacy reasons, if you wish to share or publish any photograph you have purchased from us (for example, on your personal social media accounts), you must have the consent of all the identifiable individuals in that photograph. You acknowledge that use of our photographs by third parties once they have been purchased or otherwise supplied is out of our control.

3. Jurisdiction and Governing Law

This Website and content have been prepared in accordance with the requirements of New Zealand law. These Terms and Conditions and any matters or disputes connected with this Website will be governed by New Zealand law and will be dealt with by New Zealand courts.

4. Amendments

We may amend these Terms and Conditions from time to time, so you should check and read these Terms and Conditions regularly. By continuing to use this Website after any such amendment, you are deemed to have agreed to the amended Terms and Conditions.

5. Shop (ordering and purchasing prints)

The Seller is Sandra McCoy. The Buyer refers to any person or legal entity purchasing from the Seller.

5.1 General

These Terms and Conditions shall prevail over any terms contained in any order or offer made by the Buyer or any document used by the Buyer (which shall have no effect).

5.2 Prices

All prices for the products on this Website are stated and are payable in New Zealand dollars (\$NZD). Any currency conversion will take place online at the rate applicable at the time of purchase. Where a product is shipped overseas, prices do not include import fees, duties, tariffs, taxes or other imposts or charges which may be payable in relation to the Buyer's order. The Buyer shall be liable to pay any import fees, duties, taxes, and other imposts or charges which are payable in relation to Buyer's order.

5.3 Consumer Guarantees Act 1993

In the event the transaction the subject of these conditions of sale is subject to the Consumer Guarantees Act 1993 (the Act) then: If the Buyer is acquiring products from the Seller for the purposes of a business, then the guarantees and remedies provided under the Act shall not apply to the supply of those products. In the event the Buyer is acquiring the product for purposes other than that of a business, then these conditions of sale shall be interpreted subject to the Buyer's rights under the Act, to the intent that no provisions shall in any way limit the Buyer's rights under the Act.

5.4 Ordering

The Seller's Website, the information on it and any information in emails constitute an invitation to treat and not an offer to supply products. When the Buyer orders products from the Seller, this constitutes an offer from the Buyer, to buy those products, in accordance with these Terms and Conditions. The Seller's acceptance of the Buyer's order occurs (and the contract is formed) when the goods are dispatched to the Buyer.

5.5 Ordering Process

The Buyer may order products from the Seller by completing and submitting the checkout process on the Seller's Website. The Buyer must provide all required information (including name, email address, and payment details) or the Seller may not be able to process the Buyer's order.

5.6 The Seller's Discretion in Rejecting Orders

No order shall be deemed accepted by the Seller until the Seller has sent the Buyer's order. The Seller reserves the exclusive right to accept or reject (for any reason whatsoever and in whole or in part) any order submitted by the Buyer. If the Seller rejects the Buyer's order (or part of the order), any money paid by the Buyer in relation to the rejected part of that order shall be refunded and the Seller shall have no further liability to the Buyer in relation to the rejected part of that order. If the Buyer provides an invalid address or an address that cannot be delivered to, the Seller reserves the right to deduct any fees incurred by providing a refund.

5.7 The Seller's Right to Cancel Orders

The Seller reserves the right to cancel an order if payment is not made within 3 business days of the order being placed. The Seller does not accept liability in relation to unpaid orders and/or sold out stock.

5.8 Availability and cancellation

All orders are subject to the availability of products. If for any reason a product is not available, the Seller will endeavour to notify the non-availability on this Website. The Seller may revise the range of products or the specification of any product at any time and without notice to the Buyer.

5.9 Cancellation of Orders

Where products are listed on the Seller's Website with an incorrect price or with incorrect information, the Seller reserves the right to cancel the Buyer's order (regardless of whether the Buyer has made payment for that order). Where the Buyer has already made payment for an order that is subsequently cancelled by the Seller, the Seller will refund the amount paid by the Buyer in relation to that order. The Seller may cancel the Buyer's order any time prior to our order confirmation. Any variation, waiver or cancellation of the Buyer's order shall have no effect unless accepted in writing by the Seller. Where the Seller accepts cancellation, the Seller may levy a handling charge of up to 20% of the price.

5.10 Delivery

Once the Seller has confirmed acceptance of the Buyer's order, the Seller will endeavour to dispatch the Buyer's order within 10 business days unless a different time frame is specified in relation to a particular product. If the Seller is unable to dispatch the Buyer's order within the time frame specified, the Seller will endeavour to contact the Buyer and advise the Buyer of the expected dispatch date. The Seller reserves the right to dispatch the Buyer's order in one delivery or by instalments. Failure to deliver any instalment shall not entitle the Buyer to repudiate the contract as to any instalments already delivered. The Buyer may cancel any undelivered instalments up until the instalment is confirmed. Any quotations of delivery times by the Seller are made in good faith but are estimates and the Seller shall not be bound by such quotation and the Seller will not be liable for any loss, expense, or other damage caused by any delay in delivery. The Buyer may specify delivery instructions for an order (for example, the Buyer may authorise the delivery agent to leave the products in a specified location if the Buyer will not be at the delivery address). The Seller will not be responsible for any order that is delivered in accordance with the Buyer's delivery instructions. The Buyer may request that their parcel be left without a signature or may choose to sign for the parcel without checking for damage. If the Buyer chooses to do this, they are waiving any liability of the Seller or courier and the Buyer takes full responsibility for the condition in which the parcel is received.

5.11 Damages or Loss in Transit

Goods leaving the Seller's premises are adequately packed. Claims for damage or loss in transit must be made against the carrier.

5.12 Liability and Maintenance Guarantee

To the maximum extent permitted by law, the Seller disclaims all warranties, representations, and guarantees (whether, express, implied, or statutory), with respect to any product or any information supplied to the Buyer by the Seller including, but not limited to, warranties of availability, accuracy, non-infringement, completeness, timeliness, currency, merchantability, or fitness for a particular purpose. To the maximum extent permitted by law, the Seller's liability to the Buyer (whether in contract, tort, or otherwise) for any loss, damage, or injury arising from any defect in, or non-compliance of, a product supplied to the Buyer by the Seller shall be limited to the price paid by the Buyer for that product. To the maximum extent permitted by law, the Seller will not be liable (whether in contract, tort, or otherwise) for any loss of profits, or any indirect, incidental, consequential, or economic loss or damage (howsoever caused), which you may directly or indirectly suffer in connection with the Buyer's access to, use of, or

reliance upon, any product or any information supplied to the Buyer by the Seller. The Seller's liability under this contract and the warranty in this clause is confined to the Buyer named in this contract, it being agreed that the Seller has no liability to any purchaser of the goods from the Buyer, in that the Buyer's rights under the contract are not assignable without the prior written consent of the Seller.

5.13 Errors or Omissions

The Seller is entitled at any time to correct all errors and omissions (whether clerical, computational or otherwise) in any advertising, quotation, invoice or acknowledgement. Due to the Seller's administrative processes, errors (if any) may be discovered up to 30 days after the goods have been delivered to the Buyer. The Seller will notify the Buyer promptly of any error or omission discovered by the Seller and give the Buyer the option of returning the goods for a full refund.

5.14 Ownership and Risk

Ownership of all products sold by the Seller is retained by the Seller until the Buyer has paid the full price for the products and the applicable delivery charges. This provision is designed to protect the Seller in the event of the bankruptcy, receivership or liquidation of the Buyer, a seizure of goods by a creditor of the Buyer or default in payment. Until full payment is made the Buyer agrees to: Enable the goods to be readily identifiable as the property of the Seller. Maintain the goods so supplied in good order and condition and to return the goods immediately if called upon to do so by the Seller. On a sale or other realisation of the goods the Buyer shall identify and separately account for the proceeds of sale.

5.15 Risk

Once the Buyer's order has been delivered to the Buyer (or has otherwise been delivered in accordance with the Buyer's delivery instructions), the Buyer assumes full responsibility for and risk in the products.

5.16 Description of Products

Modifications and improvements to the Seller's products, prices and data are constantly being made. Although the Seller has endeavoured to ensure that the product and pricing information provided on its Website is accurate, complete, and current, the Seller does not provide any representations or warranties as to its accuracy, completeness or currency of information, and the Seller shall not be responsible or liable for any inaccurate, incomplete, or out-of-date information on this Website. The Seller also relies on information from its suppliers and product manufacturers and therefore the descriptions, illustrations and literature are not binding on the Seller. If the goods do not match the description on the Seller's Website, the Buyer should inform the Seller immediately so that the Seller may take the appropriate action.

5.17 Images Used

Images used are to provide examples and indicative only. The Seller will make every effort to ensure colour accuracy and overall look in products, however, the final product may

differ in appearance. Please remember that your computer screen may change the colour, brightness, and overall look of the product.

5.18 Force Majeure

The Seller shall not be liable to the Buyer for any loss or damage, directly or indirectly arising out of or in connection with any delay in delivery of the goods, or failure to perform any term of this contract where such delay or failure is outside the Seller's reasonable control.

5.19 Compliance

The Buyer shall be solely responsible for obtaining any necessary permits under (and for compliance with) all legislation, regulations, by-laws and rules that apply to the use of any products you purchase from the Seller.

5.20 Severability

If any provision of these Terms and Conditions are held to be invalid or unenforceable for any reason, the remaining provisions shall, to the maximum extent possible, remain in full force and effect.

5.21 Returns and Refunds Policy

Should you want a refund you have 14 calendar days to return an item from the date you received it. You will be responsible for paying for your own shipping costs for returning your item. To be eligible for a return, your item must be unused and in the same condition that you received it. Once we receive your item, we will inspect it and notify you that we have received your returned item. We will immediately notify you on the status of your refund after inspecting the item. If your return is approved, we will initiate a refund to your credit card (or original method of payment). You will receive the credit within a certain amount of days, depending on your card issuer's policies.