



Terms and conditions

These terms and conditions regulate the business relationship between you and us. By using Our Website in any way, or by buying from us, you agree to be bound by them.

We are: 3 Bee Limited

Our address is: 100 Teapot Valley Road, R D 1, Brightwater 7091

You are: a visitor to Our Website / our Customer

The terms and conditions:

1. Definitions

In this agreement:

“Carrier”	means any person or business contracted by us to carry Goods from us to you.
“Consumer”	means any individual who, in connection with this agreement, is acting for a purpose which is outside his/her business.
“Content”	means any content in any form published on Our Website by us or any third party with our consent.
“Goods”	means any of the goods we offer for sale on Our Website, or, if the context requires, goods we sell to you.
“Our Website”	means any website of ours, and includes all web pages controlled by us.
“Post”	means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on to Our Website, and the phrases "Posted" and "Posting" shall be interpreted accordingly.

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. a reference to a person is a reference to one or more individuals, whether or not formally in partnership, or to a corporation, government body, or other association or organisation.
- 2.2. these terms and conditions apply to all supplies of Goods by us to any customer. They prevail over any terms proposed by you.
- 2.3. any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.
- 2.4. except where stated otherwise, any obligation of any person arising from this agreement may be performed by any other person.
- 2.5. in this agreement references to a party include references to a person to whom those rights and obligations are transferred or pass as a result of a merger, division, reconstruction or other re-organisation involving that party.
- 2.6. the headings to the paragraphs and schedules (if any) to this agreement do not affect the interpretation.
- 2.7. a reference to an act or regulation includes new law of substantially the same intent as that act or regulation.
- 2.8. in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified party, such cost calculated \$100 per hour.
- 2.9. these terms and conditions apply in any event to you as a buyer or prospective buyer of our Goods and so far as the context allows, to you as a visitor to Our Website.
- 2.10. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

3. Our contract with you

- 3.1. This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties.
- 3.2. Each party acknowledges that, in entering into this agreement, he/she does not rely on any representation, warranty, information or document or other term not forming part of this agreement.
- 3.3. If you use Our Website in any way and make an order on behalf of another person you warrant that you have full authority to do so and you accept personal responsibility for every act or omission by you.
- 3.4. We do not guarantee that Goods advertised on Our Website are available. We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Goods.

- 3.5. The price of Goods may be changed by us at any time. We will never change a price so as to affect the price charged to you at the time when you buy those Goods.
- 3.6. If in future, you buy Goods from us under any arrangement which does not involve your payment via Our Website; these terms still apply so far as they can be applied.
- 3.7. We do not sell the Goods in all countries. We may refuse to deliver the Goods if you live in a country we do not serve.

4. Acceptance of your order

- 4.1. Your order is an offer to buy from us. We shall accept your order by e-mail confirmation. That is when our contract is made. Our message will also confirm details of your purchase and tell you when we shall despatch your order.

5. Price and Payment

- 5.1. The price payable for the Goods that you order is clearly set out on Our Website.
- 5.2. It is possible that the price may have increased from that posted on Our Website. If that happens, we will not despatch the Goods until you have confirmed that you wish to buy at the new price.
- 5.3. Prices include goods and services tax ("GST"). If you show by your delivery address that you reside outside New Zealand, GST will be deducted at the payment point.
- 5.4. Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than New Zealand dollar will be borne by you.
- 5.5. Any information given by us in relation to exchange rates are approximate only and may vary from time to time.
- 5.6. If, by mistake, we have under-priced Goods, we will not be liable to supply that those Goods to you at the stated price, provided that we notify you before we despatch it to you.
- 5.7. The price of the Goods does not include the delivery charge which will be charged at the rates applicable at the date you place your order and which will be displayed on a page of Our Website before we ask you to pay.
- 5.8. If we owe you money (for this or any other reason), we will credit your credit or debit card as soon as reasonably practicable but in any event no later than 15 days from the date when we accept that repayment is due.

6. Security of your credit card

We take care to make Our Website safe for you to use.

- 6.1. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.
- 6.2. If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be fully encrypted and only used to process your automatic monthly payments or other transactions which you have initiated.

7. Delivery and pick up

- 7.1. Goods are delivered within 2-4 working days from the day you place an order to purchase the Goods.
- 7.2. Deliveries will be made by the Carrier to the address stipulated in your order. You must ensure that someone is present to accept the delivery.
- 7.3. If we are not able to deliver your Goods within 4 working days of the date of your order, we shall notify you by e-mail to arrange another date for delivery.
- 7.4. Goods are sent at our risk until signed for by you or by any other person at the address you have given to us.
- 7.5. All Goods must be signed for on delivery by an adult aged 18 years or over. If no one of that age is at the address when the delivery is attempted the Goods may be retained by the driver. When your Goods arrive, it is important that you check immediately the condition and quantity. If your Goods have been damaged in transit, you must refuse the delivery and immediately contact us so that we may dispatch a replacement quickly and minimise your inconvenience.
- 7.6. Signing "Unchecked", "Not Checked" or similar is not acceptable.
- 7.7. Time for delivery specified on the order, if any, is an estimate only and time shall not be of the essence.
- 7.8. We are happy for you to pick up Goods from our shop/ warehouse provided you make an appointment in advance and payment has been received into our bank.
- 7.9. If you pick up Goods from our premises then:
 - 7.9.1 Goods are at your risk from the moment they are picked up by you or your Carrier from our shop / warehouse;
 - 7.9.2 you agree that you are responsible for everything that happens after you take possession of the Goods, both on and off our premises, including damage to property of any sort, belonging to any person.

8. Foreign taxes and duties

- 8.1. If you are not in New Zealand, we have no knowledge of, and no responsibility for, the laws in your country.
- 8.2. You are responsible for purchasing Goods which you are lawfully able to import and for the payment of import duties and taxes of any kind levied in your country.

9. Liability for subsequent defects

- 9.1. We will repair or replace Goods which fail to comply with the provisions of the Fair Trading Act 1986 and the Consumer Guarantees Act 1993 or which show a defect. If you claim that the item is defective, the following conditions apply:
 - 9.1.1 the defect must be reported to us within four weeks of becoming apparent;
 - 9.1.2 the defect results only from faulty design or manufacture;
 - 9.1.3 you have returned the defective Goods or parts to us if we have so requested.
- 9.2. If we agree that we are liable, we will refund the cost of return carriage and will replace the Goods free of charge.
- 9.3. If we replace the Goods, you have no additional claim against us either under this agreement or by statute or common law, in respect of the defect.

10. Goods returned

These provisions apply in the event that you return any Goods to us for any reason:

- 10.1. We do not accept returns unless there was a defect in the Goods at the time of purchase, or we have agreed in correspondence that you may return them.
- 10.2. The Goods must be returned to us as soon as any defect is discovered but not later than four weeks.
- 10.3. So far as possible, Goods should be returned:
 - 10.3.1 with both Goods and all packaging as far as possible in their original condition;
 - 10.3.2 securely wrapped;
 - 10.3.3 including our delivery slip;
 - 10.3.4 at your risk and cost.

- 10.4. You must tell us by email message to orders@3bee.co.nz that you would like to return Goods, specifying exactly what Goods and when purchased, and giving full details of the defect or other reason for return. We will then issue a returns note. If you send Goods to us without a returns note, we may not be able to identify sufficient details to enable us to attend to your complaint.

11. Disclaimers

- 11.1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 11.2. All the conditions, warranties or other terms implied by the law of any county other than New Zealand are excluded from this agreement to the extent permitted by law.
- 11.3. We may make improvements or changes to Our Website, the Content, or to any of the Goods, at any time and without advance notice.
- 11.4. We give no warranty and make no representation, express or implied, as to:
 - 11.4.1 the quality of the Goods;
 - 11.4.2 any implied warranty or condition as to merchantability or fitness of the Goods for a particular purpose;
 - 11.4.3 the correspondence of the Goods with any description;
 - 11.4.4 the adequacy or appropriateness of the Goods for your purpose;
 - 11.4.5 the truth of any Content on Our Website;
 - 11.4.6 non-infringement of any right.
- 11.5. We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website or the purchase of Goods.
- 11.6. Except in the case of liability for personal injury or death, our liability under this contract is limited, to the maximum extent permitted by law, to the value of the Goods you have purchased.

12. Your account with us

- 12.1. You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods.
- 12.2. If you use Our Website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your account.

- 12.3. You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.

13. Indemnity

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- 13.1. your failure to comply with the law of any country;
- 13.2. your breach of this agreement;
- 13.3. any act, neglect or default by any agent, employee, licensee or customer of yours;
- 13.4. a contractual claim arising from your use of the Goods;
- 13.5. a breach of the intellectual property rights of any person.

14. Intellectual Property

- 14.1. We will defend the intellectual property rights in connection with our Goods and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).

15. Miscellaneous matters

- 15.1. When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.
- 15.2. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 15.3. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 15.4. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 15.5. Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

- if delivered by hand: on the day of delivery;
- if sent by post to the correct address: within 72 hours of posting;
- If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

15.6. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

15.7. This agreement does not give any right to any third party.

15.8. Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond his reasonable control.

15.9. The validity, construction and performance of this agreement shall be governed by the laws of New Zealand.