

# ALL-TERRAIN SERVICES

## Terms and Conditions of Use

The use of this website is subject to the Terms of Use as detailed below in conjunction with our standard Terms and Conditions for the supply of Goods and Services which together constitute the full agreement between you the client and ourselves. By using this website you acknowledge that you have read, accepted and agree to be bound by both of these sets of Terms and Conditions.

If you intend to transact through this website (i.e purchase Goods and/or Services) then you warrant that you are at least 18 years of age, that you have the power to enter into this agreement and you acknowledge that this agreement creates binding and valid legal obligations upon you.

If you do not agree with or do not wish to accept the Terms and Conditions relating to this website, then please do not use this website. You are also advised that failure to accept our Terms and Conditions may result in your inability to access certain sections of this website.

## Privacy Policy

We are committed to protecting your Privacy in accordance with National Privacy Principles. We also recognise that when you choose to provide us information about yourself that you trust us to act responsibly and in your best interests therefore we have the following policies in place to protect your personal information.

### Storing Your Information

We will take all reasonable steps to ensure that your information held by us is accurate up-to date, complete, applicable, is not misleading and will only be used for the purposes stated in this Privacy Policy. We will maintain security safeguards to protect your information and will take all reasonable steps to ensure that your information is not disclosed to any unauthorised person or entity.

### Securing Your Information

When making a transaction through this website your information will pass through a secure server using SSL (secure sockets layer) encryption technology. The encryption process ensures that your information can not be read by or altered by outside influences.

### Information We Collect

When you request Goods or Services we may collect personal information supplied by you when you complete an online form in order to facilitate the purchase of Goods and/or Services. Such information will enable us to process your transactions efficiently, analyse our website services and enable us to provide a higher level of customer service (which may include informative or promotional activities).

We may also collect the following information/tracking data for statistical purposes and to help us understand how to make our website more available and user friendly for you and to measure the success of any advertising activities we may under take:

- (a) Your IP address.
- (b) The date and time of your visits to our website.
- (c) Your clicks and activity on this site.
- (d) The referring site if any through which you clicked through to this site.
- (e) Technical information on your browser, device and operating systems.

### Information We Release

We will only release information about you as authorised by yourself, required by law or where required in order for us to provide Goods or Services to yourself e.g to third party suppliers, or delivery companies. Where supplied to such third parties the information provided will only be sufficient for the third party to perform their services and may not be used by them for any other purpose.

We will not release your information for any purpose which you could reasonably expect us not to release the information.

Except as detailed above we do not share, give, sell, rent, or lease information to third parties and your personal information will only be disclosed to those employees within our organisation who have a need to know in order to ensure you are provided with information about our products and Services or to request Goods and Services through this website.

Under the Privacy Act legislation you can ask to see any information we may hold about you and you also have the right to have any inaccuracies in the same corrected by us. We will comply with any such requests to the extent required by the Privacy Act legislation within fourteen (14) days of the receipt of your request.

## Cookies

Our website uses a technology called cookies (a small element of data that our website may send to your computer) that may be used to provide you with specific information for the purpose of us tracking site usage and traffic. These cookies **do not read your hard drive** but may be stored on your hard drive to enable our website to recognise you when you return to the same.

## **Mailing Lists**

If at any time you are on a mailing list of ours then you may request to be removed from the same and we will comply with your request if there is no unsubscribe button provided then please contact us with your request using the "Contact Us" section of this website.

## **Returns, Damaged or Defective Goods**

Our policy in relation to Returns, Damaged or Defective Goods shall be as specified in our standard Terms and Conditions for the supply of Goods and Services. We shall not accept returns for change of mind or if you make a wrong decision unless due to our negligence or incorrect information supplied by ourselves.

## **Copyright and Trademarks**

The contents of this website are at all times the copyright or trademark property of either ourselves, our suppliers or linked third parties and you may not distribute, reproduce, display, publish any trademark or other content of this website for any purpose whatsoever without the prior written approval of us, our suppliers or linked third parties (each as applicable). Furthermore you agree to indemnify us against any claims, costs, damages or losses incurred by us should you fail to comply with clause.

## **Advertisers and Linked Sites**

The display on our website of any advertiser or the provision of a link to third party websites does not constitute our endorsement of either the advertiser or third party provider or any of their website content or business practices. As we do not have any control of the content of any third party websites, access to such websites is at your sole risk and we recommend that you thoroughly review the terms and conditions of use and the Privacy policies of any third party website immediately you access such a site.

We shall accept no liability in regards to any dealings, promotions or activities between yourself and advertisers or third party providers.

## **Specifications and Information**

Specifications and information provided on this website are given in good faith based on our knowledge, experience, or information provided to us by manufacturers and/or suppliers, or derived from sources believed to be accurate at the time the information is received by us, therefore it is recommended if you have any concerns as to the suitability of Goods or Services provided through this website in respect of the use of the Goods or Services or their suitability for a particular use that you contact us or seek external professional opinion.

You acknowledge and accept that colours of items displayed on the website may not reflect the true and actual colour of such items as this may be affected by external influences such as the quality of images supplied to us for use, or the quality, age or settings on your monitor. If colour is a major factor in your decision making we recommend you contact us before purchase.

## **On-Line Ordering**

Display on this website does not guarantee the availability of any particular Good(s) therefore all orders placed through this website shall be subject to confirmation of acceptance by us. Orders for Services shall be subject to confirmation of suitable timeframes between you and ourselves for provision of the Services.

## **Changes to Terms and Conditions**

We reserve the right to change any of the Terms and Conditions displayed on this website (including our Privacy Policy) at any time by notifying you through this website that we have done so. By continuing to use this website it shall be deemed that you agree to be bound by the amended terms and conditions as notified and posted on the website.

## **Continuous Service**

Due to the inherent nature of websites we cannot guarantee uninterrupted or continuous availability of this website and you accept that the website may also be unavailable from time to time for maintenance or scheduled upgrades. Where able we shall give you advanced warning of the same. We shall accept no liability in relation to website downtime whether scheduled or otherwise.

## **Termination of Use**

These terms and your access to our website may be terminated by us (at our sole discretion) at any time without notice or any requirement to give you a reason why. In the event of termination under this clause we shall have no liability to you whatsoever (including for any consequential or direct loss you may suffer).

## **Jurisdiction**

This website (excluding any linked third party sites) is controlled by us from our principal business premises in New Zealand. It can be accessed from countries around the world to the extent permitted by the website. As each country has laws that may differ from New Zealand, by accessing this site, you agree that the laws and statutes of New Zealand shall apply to any dealings, actions or claims arising out of, or in relation to, this agreement, or your use of this website, irrespective of any conflict with any laws and statutes applicable to your country of domicile.

You further acknowledge and agree that the filing of a claim against us (if any) must be made in New Zealand and shall be subject to the jurisdiction of the courts of New Zealand and that any legal proceedings will be conducted in English.

We make no representation that Goods or Services offered through this website are appropriate, available or suitable for use in countries outside of New Zealand, and accessing any material or content from, or through, this website which is illegal in your country of domicile is strictly prohibited.