

**Urbano Interiors** is the owner and publisher of the content contained in this website (referred to as “our”, “us”, “we”).

Your purchase of goods from this website is subject to these Online Sales Terms (“Sales Terms”), our Terms of Use, Returns Policy, and our Privacy Policy. If you do not accept these Sales Terms, or Terms of Use, or our Privacy Policy, you must refrain from using this website or making a purchase from this website.

In these terms:

- (1) “you”, means anyone who visits or uses this website
- (2) “Order” means an offer made by you in response to an invitation to treat made by us on the website
- (3) “third party” includes any agent or contractor of us or of any of our related bodies corporate, and any person engaged by any us, in the creation, provision or maintenance of the website or in the fulfilment of Orders made through the website.

We reserve the right to revise these Sales Terms from time to time at our discretion. Such revisions will be effective immediately upon publication on this website. We recommend you review the terms for amendments each time you use the website and before placing any Order. By continuing to use this website after such publication, you agree to be bound by these Sales Terms as revised. Any changes to these Sales Terms will apply to any Order you place from the effective date of the change. Should we choose to provide you with notice of amended terms, you agree to receive email notification of the amendments from us or a third party. You should therefore periodically visit this page to determine the current Sales Terms.

### **3. Legal Capacity**

- (1) You must be eighteen (18) years of age or over to register as a member of the website or purchase products from the website.
- (2) Any Order or purchase made by you using this website is an acknowledgement by you that you are over the age of eighteen (18) years, you accept these terms and agree that you have entered into a legal contract with us in relation to these terms.

(3) We reserve the right to take legal action and seek compensation for any loss or damage we may suffer as a result of a transaction entered into by a minor, from the parent or guardian of a minor who causes an Order to be placed.

(4) Please choose carefully as refunds are not normally provided where you have simply changed your mind, made a wrong selection or found the item cheaper elsewhere. We recommend you carefully preview any Orders before adding them to your shopping cart and proceeding with your Order.

(4) You and we may enter into a contract for the sale and supply of products by you making an offer via the website to purchase a product at the price advertised on the website by:

- (i) placing an electronic Order for the products using the website;
- (ii) you confirming the Order details in accordance with the procedure on the website;
- (iii) you making payment in full (plus any applicable delivery charges) on the website; and

- (iv) our acceptance of that offer in accordance with these Sales Terms.
- (5) When entering into a sale contract via the website, you will be taken to have communicated your offer to purchase the products only when:
- (i) all requirements set out in these Sales Terms have been met;
  - (ii) the electronic instruction containing the offer from you enters and is recorded in our database;
  - (iii) a record is created and stored in our database; and
  - (iv) we receive in our account full payment from you for the product (including any applicable delivery and handling charges) and confirmation of that payment is received by our database.
- (6) You acknowledge that:
- (i) the transmission of your offer or the confirmation of any payment, made through an electronic instruction may not be received by us for reasons beyond either party's control including, but not limited to, electronic failure, mechanical, software, computer, or telecommunications, or the omission or failure of third party website providers or systems; (ii) to the extent permitted by law, we are not liable to you in any way for any loss or damage at all however caused, arising directly or indirectly in connection with the transmission of an electronic instruction through the website, or any failure to receive an electronic instruction for whatever reason;
  - (iii) we may act on and process all completed electronic instructions transmitted or issued through the website without further consent from or reference to you; and
  - (iv) we may treat an electronic instruction as authentic and is under no obligation to investigate the authenticity or authority of persons issuing or transmitting such electronic instructions, or to verify the accuracy and completeness of such electronic instructions.
- (7) You will receive an email from us immediately after you have confirmed your Order and made payment. If you have any questions regarding your Order you may contact Urbano Interiors on 09 524 7959.
- (8) If your Order is not accepted by us, we will notify you by telephone or email and arrange for a full refund of any payment made by you to be processed.
- (9) We may, in our sole and absolute discretion, accept or reject any offer made by you for any reason (or no reason), including an error in the advertised price for, or description of, the products on the website, or an error in your Order.
- (10) We endeavour to ensure that any representations made about stock availabilities are accurate to the last known stock level. You acknowledge that stock availabilities are subject to change. If we cannot supply a particular product, we will notify you by telephone or email as soon as possible.
- (11) We will be deemed to have accepted your Order on the issue of a tax invoice to you for the sale or on the fulfilment of your Order.

#### **4. Order Enquiries**

If you have any queries about the progress of your Order please contact the **Urbano Interiors Team at 09 5247959**. Please have your Order number on hand as shown on the email confirmation.

#### **5. Price**

(1) Prices shown are in New Zealand dollars and include GST where applicable. Prices do not include any costs associated with set-up or installation, which shall be your responsibility.

Prices may not include delivery and handling charges. We may vary any prices on this website at any time without notice to you.

(2) Each published saving in respect of a product is by reference to the recommended retail price of the manufacturer or our normal ticketed price.

3) Unless otherwise stated, any accessories, manchester or furnishings shown in any image of products are not included in the price.

(6) We reserve the right to correct any errors.

## **6. Payment**

(1) All payments must be made by you in full.

(2) Payments must be made via the Paystation secure payment gateway facilities accessible via the website and will be subject to any terms and conditions of these providers or by authorising us to charge your credit card account for the total price of the products ordered and the applicable delivery fees at the time the products are dispatched. (3) The website employs the latest in Secure Sockets Layer technology from the Paystation secure payment gateway to secure our payment systems.

(4) To the extent permitted by law, we will not be responsible for any damages or consequential losses (whether direct or indirect) suffered by you where a credit card or TNS account is fraudulently used or is used in an unauthorised manner.

(5) If there is a problem with your payment (for example, if your credit card transaction is declined), we may contact you to make alternative payment arrangements. You will be liable for all debt collection costs where you fail to make payment for any order when payment is due.

## **7. Supply and Delivery**

(1) Subject to your compliance with these Sales Terms and our acceptance of your Order, we will sell and supply the products to you as shown on your Order confirmation.

(2) Products may not be available for immediate delivery. We will endeavour to deliver your Order to the address you nominate in your Order within ten (10) days of the date you placed your Order,

(5) Other than in respect of Orders for regional or remote areas or in respect of an Order for an item of furniture, if we give you notice that it will be unable to deliver your Order within 10 business days of receipt of your Order due to lack of stock you may cancel your Order without charge, and we will, upon request to the Customer First Team, arrange for a full refund of any payment made by you for that Order to be processed.

(6) Delivery times may be greater than 10 business days for regional or remote areas.

## **8. Delivery by Courier or Carrier**

(1) The terms of this clause apply where you select to have your goods delivered to a specified address.

(2) The delivery address must be an address within New Zealand and cannot be a PO Box or a freight forwarding location.

(3) On our acceptance of your Order, your Order will be dispatched to you to your specified

delivery address generally within 10 business days of the date you placed your Order.

(4) If you Order large or bulky items, we will contact you by telephone or email to arrange with you a suitable time for delivery.

(5) You will be required to be available in person to accept all deliveries.

(6) If you wish to change the delivery date or delivery address you must let the Urbano Interiors Team know at least 48 hours prior to the dispatch of your Order.

(7) We will use our best endeavours to deliver your Order within any stated timeframes for dispatch; however we do not warrant that these timeframes will always be met, as many factors may affect these timeframes.

(8) You must advise at the time you place your Order via the website, or later when you discuss delivery with us, of any difficulties that may be involved in the delivery (such as remote rural locations, restricted access, stairs or narrow entries). If you do not state the situation correctly and on arrival the delivery contractor deems it to be a difficult location you will be liable for any extra charges including redelivery fees and the cost of an extra person to assist.

(9) We cannot accept responsibility for delivery failures or delays by our third-party delivery contractor.

## **9. Title and risk in goods**

Title and risk in the products, such as loss and damage, pass to you on delivery.

## **10. Damaged Products and Acceptable Quality**

(1) If any product ordered by you arrives damaged or is not of acceptable quality you may have:

(a) legal rights and remedies under the New Zealand Consumer Guarantees Act 1993 (“CGA”); or

(b) the right to have the product repaired or replaced or to receive a refund of the price paid by you for the product.

(2) Please choose carefully as we will generally not provide you with a refund or exchange simply because you changed your mind or the product was not what you expected. Please refer to our Returns Policy for more information.

(3) If your Order arrives damaged or is not of acceptable quality, please contact the Customer Services Team. 09 524 7959 within 24 hours.

## **11. Privacy and Personal Information**

(1) The privacy of your personal information is important to us. Please refer to our Privacy Policy for more information.

(2) We or our third parties may collect personal information directly from you when you register as a member of the website, when you place an Order, or when you contact our Customer Services Team. Personal information may include your name, residential or postal address, telephone number and email address.

(3) We and our related bodies corporate and our third parties may use your personal information for the purposes for which you give it to any of them and for their own internal

purposes. You agree that we and any of our third parties may use your email address to send you messages concerning your membership account, any Orders you place and information about the products sold via the website that we consider may be of interest to you. If you would prefer not to receive promotional or other material from us or our third parties, please let our Customer First Team know. You also agree that we may contact you by telephone to arrange delivery or collection of your Order.

## **12. Disclaimer and Indemnity**

(1) To the extent permitted by law, we and each of our related bodies corporate exclude all liability to you or anyone else for loss or damage of any kind (however caused or arising) relating in any way to the website including, but not limited to, loss or damage you might suffer as a result of:

- (a) errors, mistakes or inaccuracies on the website;
- (b) you acting, or failing to act, on any information contained on or referred to on the website or any linked website;
- (c) personal injury or property damage of any kind resulting from your access or use of the website;
- (d) any unauthorised access to or use of the websites secure servers;
- (e) any interruption or cessation of transmission to or from the website;
- (f) any bugs, viruses, Trojan horses or other harmful code or communications which may be transmitted to or through the website by any third party; or
- (g) the quality or fitness for any purpose of any product or of any linked sites.

(2) Except as expressly provided in these terms, and to the fullest extent allowed by the law, we and our third parties will not be liable for any direct, indirect, special, incidental or consequential damages arising out of your access to or use of the website.

(3) You will at all times indemnify, and keep indemnified, us and each of their related bodies corporate, including their directors, officers, employees and agents from and against any loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by you or by any of them arising from any claim, demand, suit, action or proceeding by any person against you or them where such loss or liability arose out of, in connection with or in respect of your conduct or breach of these Sales Terms.

(4) Nothing in these Sales Terms is intended to avoid the provisions of the New Zealand Consumer Guarantees Act 1993 ("CGA") except to the extent permitted by the CGA or to exclude liability arising under any other statute. If and to the extent that such liability cannot be lawfully excluded, these Sales Terms shall be modified to the extent necessary to give effect to the above intention. If you are acquiring goods or services from us for the purposes of a business, you agree that the guarantees provided in the CGA shall not apply. We do not provide any express guarantees (as that term is defined in the CGA) other than those expressly confirmed in these Sale Terms.

## **13. Force Majeure**

We will not be liable for any errors or delay in performing any of our obligations if such errors or delay is caused by circumstances beyond our reasonable control, including but not limited

to, a failure of or interruption relating to the Internet, electricity supply, bank payment systems or postal deliveries.

#### **14. Transfer and Assignment**

If we merge, sell or otherwise change control of our business or this website to a third party, we reserve the right, without giving notice or seeking consent, to transfer or assign the personal information, content and rights that we have collected from you and any agreements it has made with you.

#### **15. Waiver**

Our failure to exercise or enforce any right or provision under these terms will not constitute a waiver of such right or provision. Any waiver of any provision under these terms will only be effective if it is in writing and signed by us.

#### **16. Returns Policy**

This Returns Policy is applicable to purchases made online from [www.urbanointeriors.co.nz](http://www.urbanointeriors.co.nz) only.

#### **Change of Mind**

Please choose carefully as we do not have to provide a refund if you have changed your mind about a particular purchase.

#### **Consumers**

Under the Consumer Guarantees Act 1993 ('CGA'), you have guaranteed legal rights for goods [and services] you buy.

These are called 'consumer guarantees', and include the following:

1. 1) a guarantee that the goods are of acceptable quality, such that the goods are:
  1. >fit for all the purposes for which goods of that type are commonly supplied;
  - >free from minor defects;
  - >safe
  - >durable; and
  - >acceptable in appearance and finish;
2. 2) a guarantee that the goods are fit for any particular purpose made known by you, or for which we represent that they are or will be fit;
3. 3) a guarantee that the goods correspond with any description with which the goods are supplied; and
4. 4) a guarantee that the goods correspond with any sample or demonstration model where the goods are supplied by reference to such sample or model.

If the goods [or services] we supply do not meet a consumer guarantee, we will meet our obligations under the CGA to provide a remedy.

These guarantees are in addition to any warranty offered by a manufacturer, and you may have rights against the manufacturer directly.

The CGA does not apply where the goods have been used in a manner, or to an extent which is inconsistent with the manner or extent of use that a reasonable consumer would

expect to obtain from the goods, and the goods would have complied with the guarantee of acceptable quality if they had not been used in the manner or to that extent.

### **Minor Failure**

If the goods [or services] we supply do not comply with a consumer guarantee but can be remedied within a reasonable time, we will either repair the goods or replace the goods with goods of identical type. If we cannot repair or replace the goods within a reasonable time, we will provide you with a refund of the purchase price.

### **Delivery Charges**

Any shipping costs to return the original goods to Urbano Interiors will be at the cost of Urbano Interiors, where we consider the goods to have breached a consumer guarantee. If on examination of goods returned to Urbano Interiors, the goods are found to not be in breach of any consumer guarantee, we may charge you a fee for examining the goods, and any cost to return the goods to you.

Please note that goods must be returned within a reasonable period and you may be asked to demonstrate that you have purchased the goods from Urbano Interiors Online and that the problem with the goods was not your fault.

### **Goods Damaged in Transit**

If any goods arrive damaged, please contact Urbano Interiors Store within 24 hours of delivery. We will arrange to have the damaged item returned to the Urbano Interiors and either repair or replace the goods or refund the price to you, at its election. Damaged goods must be returned to Urbano Interiors in the condition received by you with all original packaging, together with all packing slips.

### **Contact**

Where you have an issue relating to your order, please contact Urbano Interiors within 7 days. Contact Urbano Interiors at 09 524 7959 or [info@urbanointeriors.co.nz](mailto:info@urbanointeriors.co.nz).

**This returns policy is not intended to exclude or limit any rights which you may have as a consumer under the *Consumer Guarantees Act 1993*, and may not necessarily describe all rights you may have.**