

Terms & Conditions for Shopping with Budget Readymade Curtains Online Store:

These Terms and Conditions apply to all use of budgetreadymadecurtains.co.nz (referred to as "website/site") including all transactions for the sale of goods on budgetreadymadecurtains.co.nz.

Please read through these Terms and Conditions very carefully and we recommend that you print and keep a copy of these Terms and Conditions for future reference. We also recommend that you read through the Terms and Conditions of other services that you access through our website. As a user of this website (referred to as "you/your") you fully agree with these Terms and Conditions even if you do not register with us. If you do not agree with these Terms and Conditions, do not use this website.

These Terms and Conditions may change at any time and any changes will take effect on the date they are posted on the Site. Please check for updated versions of these Terms and Conditions every time you visit budgetreadymadecurtains.co.nz.

The dimensions displayed on our website are approximate but we do try our best to make sure they are as accurate as possible. The product descriptions shown on our website are correct to the best of our knowledge, however if you find that there is a mistake in the description we would be grateful if you informed us of this error so we can amend it with immediate effect. The product images displayed on our website are to our understanding a fair reflection of the physical products. However, we cannot guarantee that the appearance and colours of the products shown is an exact replica to the appearance and colours of the product itself. The category images contained on our website are for display purposes only and we do not necessarily sell the products that feature within them. If you are not the end-user you confirm that you have authority to bind any person or company on behalf of whom you are using our website. All products on our website are sold for domestic use only; if you purchase these products for business use you will not be entitled to the benefit of the warranties which usually apply. We reserve the right to adjust prices, offers and specifications of goods before you order.

When you register with us you will be required to create an account password, which should be unique to this website in order to keep your personal information safe. You should not share your password with any other person or with multiple networks and it must be kept safe at all times.

If you believe that any of your user details have been compromised and/or are being accessed by a third party, please contact us immediately.

All personal details you provide during your registration must be accurate, true and current and you must notify us of any changes by contacting us via email budgetreadymadecurtains@yahoo.co.nz.

You confirm that you are not impersonating any other person or entity or using a false name or a name that you are not authorised to use.

You are not allowed to use budgetreadymadecurtains.co.nz site to make any false or fraudulent orders.

We are entitled to provide the Police and/or any other regulatory or government authority who is investigating suspected illegal activities with your Personal Information and/or User Information, upon request.

When you receive an Order Confirmation email, this means that your order has been placed and is waiting to be reviewed and accepted. When you receive a Processing email, this means that your order has been accepted that the money has been paid from your account and your order has been booked with the appropriate courier and will be on its way to you in due course. We will contact you via email if we are unable to accept your order for any reason.

The ownership title of goods and therefore the risk of loss and damage, passes on to you once delivery is made provided the goods are paid for. You will be contacted by us via phone or email if unfortunately the goods you ordered are out of stock. If the goods ordered are due to come back in stock within a reasonable time then we will give you the option of either waiting until the goods are back in stock or cancelling your order.

If you order more than one item and one of those items is out of stock we will contact you and give you the option of waiting for that particular item to come back in stock, to cancel the specific item that is out of stock or to cancel your entire order. You have the opportunity to check and correct any input errors up to the point where the order is placed. Your order is accepted once payment is taken. However we reserve the right to cancel the order for any reason in which case a full refund will be issued. You agree and understand that placing an order with us creates a contract between you and the budgetreadymadecurtains.co.nz. We reserve the right to adjust prices, offers and specs of goods before your order has been processed but will inform you and ask you to confirm your agreement to these changes prior to despatch.

Delivery timescales are as follows:

We endeavor to dispatch the smaller items between *5-6 working days

In some circumstances it can take up to 14 working days for smaller items.

* For more information regarding delivery from suppliers please contact customer services.

* Working days are Monday - Friday.

Delivery of certain items may require a signature, the signature of the person accepting delivery at the delivery address will be proof that you or the person, to whom the order is addressed, has received the delivery.

Please note that if your order is made up of a combination of items, deliveries may be made separately.

More than one card can be used on each registered account. Only one card can be used per transaction.

Orders placed on this website can only be delivered within New Zealand.

The range cannot accept any liability for delays that are a result of weather conditions or natural causes.

From time to time there may be products that are recalled by us to ensure the quality of the products you are receiving are to our high standard specification.

Should there be any Product Recalls of any items that you have purchased, we will email you direct to advise you on what action you should take.

You can pay for your online purchase using PayPal, Credit/Debit Card, and On-line transfer.

Payment is officially taken after your order has been security checked just prior to despatch.

Make sure that the expiry date on the card you use to make payment is after the anticipated despatch date. If the expiry date on your card falls within the anticipated despatch time then we will be unable to take the required funds.

By placing an order through our website you confirm that the credit/debit card or PayPal account being used for payment is yours. All orders are subject to payment security checks with PayPal or your card issuer. Failure to pass these checks will result in us cancelling your order and we are not obliged to inform you of the reason for the failure. However we will inform you that your order has been cancelled.

You will be charged the current price for buying goods from our website at the date you place your order. All prices are displayed on our website and are inclusive of GST, where applicable, at 15%. We reserve the right to amend prices if there is a change in the rate of GST.

We do our best to ensure that prices are correctly shown but very occasionally an error may occur. If this should happen, we will correct that price and ask you to confirm whether you still wish to purchase the goods at the correct price. If we are unable to contact you we will treat the order as cancelled.

Prices that are reduced for sales and promotional reasons are only valid for the period specified.

We recommend that you keep your receipt or order number in a safe place, as you will need it as proof of purchase in the event of any after-sales queries. Your order number can be found on your despatch note received with your delivery.

Cancellations

Under the Consumer Guarantees Act, you have a right to cancel your order for any item purchased on this website before despatch and receive a full refund. This does not apply to items personalised or made to your specification.

To cancel, just contact us within seven working days* of delivery of your item(s), quoting your order number. You must take reasonable care of the item(s) and must not use them.

You may cancel your order for services in the same way, within seven working days* of the date of purchase, unless the services begin sooner.

Returns

If you wish to return an item for any reason you need to notify The Range within 7 working days* of your delivery by contacting our customer support team on budgetreadymadecurtains@yahoo.co.nz.

When returning an item to us it is your responsibility to ensure that the item is packaged properly so that no damage is caused to the item.

If you are returning goods because they are unwanted then they must be sent back to us in a re-saleable condition failing which no refunds or exchanges will be accepted.

When your return request has been processed you will be given a Returns Authorisation Number (R.A.N). Postage will not be refunded for goods returned. A 20% restocking fee of the total invoice amount will be charged and courier fee at your cost.

Product Issues

If a product you ordered develops a fault then please email our Customer Service Team who will then investigate the matter, and if we find that the product is faulty due to no fault of your own then we will arrange a collection and a replacement or refund depending on the situation.

If we find that the product has developed a fault due to misuse by you then we are under no obligation to replace the item or issue you with a refund.

If you have any other concerns or queries about the product(s) you have ordered then please contact our Customer Service Team who will endeavour to assist you with the matter.

Missing, Damaged or Incomplete Orders

If your order arrives damaged or incomplete please contact us immediately and we will deal with it accordingly.

If you do not receive your order within 14 working days of receiving a 'Despatch Confirmation' email you must contact us where we will then open an investigation with the appropriate courier.

Refunds

If a refund is required due to a product being returned to us we will only issue that refund once we have received the returned product.

Refunds can take 5-7 working days* to clear.

If you have an Internet order query, please email budgetreadymadecurtains@yahoo.co.nz

You have a right to cancel your order for any item purchased on this website and to receive a full refund. This does not apply to items which are personalised or made to your specification.

To cancel, you can email us within seven days* of delivery of your item(s), quoting your order number. You must take reasonable care of the item(s) and must not use them.

*Working days are Monday – Friday, excluding Public Holidays.

The products budgetreadymadecurtains.co.nz site sells are intended for domestic purposes only and we are not liable for the fitness of goods used for business purposes, nor are we liable in any circumstances for the cost or any losses arising from the use of the item in the event of a claim for breach of warranty or condition.

In the event that we are held responsible for any loss or damage in regards to a product, our aggregate liability shall be limited to a sum equal to the amount paid by you for that product.

We try our utmost to keep your details and payment secure, but unless we are negligent, we are not responsible for any unauthorised access to any details provided by you.

We are not liable for any delay or failure to deliver or perform any obligation that is specified in these terms and conditions when the reason for delay or failure is due to circumstances beyond our reasonable control.

You are not allowed to assign or sub-contract any of your rights or obligations under these terms and conditions.

Nothing in these terms and conditions excludes or limits liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not be limited or excluded under appropriate law.

We try to keep the website content accurate, up to date and error free but cannot guarantee that errors will be corrected or that the server on which the site is hosted is free of bugs or viruses. We will not be held responsible for any material or content that is lost when uploading or transmitting through our website.

We try to ensure that the website is available at all times, however you may occasionally be restricted access to budgetreadymadecurtains.co.nz to allow for repairs, maintenance or for the introduction of new facilities or services but we will try our best to get the website up and running as soon as we can.

We are not responsible for other websites or services that are linked to budgetreadymadecurtains.co.nz, and if you choose to access a website or service through budgetreadymadecurtains.co.nz it is your responsibility to read and act in accordance with their Terms and Conditions.

We are not liable for any loss or damage of any kind relating to your use of budgetreadymadecurtains.co.nz or other services and websites you access through our site.

We are not liable for any breach of these terms and conditions by you or any other liabilities relating to your use of this website, or the use by any other person accessing the website using your shopping account and/or your personal information.

You are not allowed to (including aiding a third party to) interfere with our systems, restrict or inhibit the use or enjoyment of the website for anyone else, nor are you allowed to use it for any activities that breach any laws, standards, content requirements or codes published by any relevant authority or circulate any material that is of a threatening, harmful, vulgar, abusive, obscene, unlawful, harassing or libellous nature.

If any claim is made by any third party that your use of bestreadymade.co.nz site is defamatory, offensive or abusive, of an obscene or pornographic nature, is illegal or constitutes a breach of any applicable law, regulation or code of practice, or if your use of bestreadymade.co.nz site infringes that third party's copyright or

intellectual property then you agree to fully indemnify us against all losses, liabilities, costs and expenses suffered or incurred by us and all damages awarded against us by a court of competent jurisdiction.

Any reviews on products posted on budgetreadymadecurtains.co.nz are the expression of opinions by individuals and do not represent the views of budgetreadymadecurtains.co.nz.

We reserve the right to refuse any reviews or remove any posted views from our website at any time and for any reason.

If you breach these terms and conditions Budget Readymade Curtains reserves the right within a reasonable period to pursue its rights and remedies against you but if it waives the right to do so it may take action in any future situation where you are in breach.

We reserve the right to suspend or cancel your account with us at any time if you breach any of your obligations under these terms and conditions or for any other reason that we see fit.

If we waive a right in these terms and conditions, it will not necessarily be waived in the event of any future breach of that or any other provision.

If a section of these terms and conditions is held to be invalid or unenforceable by the applicable authority or does not conform with the appropriate law, it does not affect the validity or enforceability of any other sections of these terms and conditions.

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