

## Terms and Conditions

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Thank you for visiting our website. We have prepared these Terms and Conditions to ensure that you understand your rights and obligations and your experience on our website is a positive one.

### **ABOUT US**

This website is owned and administered by Chelsea Martin, trading as Chelsea Anastasia.

We have provided this website for your use, subject to the terms and conditions described here. By using our website, you agree to be bound by these terms and conditions. You can access this Agreement at any time from the bottom of any page on the site.

We reserve the right to amend these terms and conditions at any time, we therefore recommend that you review these terms and conditions each time you visit the website.

These terms and conditions are governed by and will be construed in accordance with the laws of New Zealand and you submit to the non-exclusive jurisdiction of the Courts of New Zealand. If at any time we do not enforce any of these terms and conditions or grant you time or other indulgence, we will not be construed as having waived that term or condition or our rights to later enforce that or any other term or condition. Further, if any part or provision of these terms and conditions is deemed to be invalid, unenforceable or illegal, the remaining provisions shall remain in full force and effect.

If you have any questions or concerns in relation to the website or these terms and conditions please contact us.

### **USERS OUTSIDE OF NEW ZEALAND**

Our website is operated from New Zealand. If you choose to access our website from a jurisdiction other than New Zealand, you do so on your own initiative and you are responsible for compliance with any applicable laws of that jurisdiction.

### **WEBSITE USE**

When you place an order on our website, you are making an offer to buy the goods and/or services. When you place an order you will be required to provide details to enable us to fulfil and deliver the order to you.

### **PRODUCT INFORMATION**

We have made every effort to display the products featured as accurately as possible. The equipment you use to view our website may impact on the display of our products. We do not guarantee that the colour, texture or detail of the product shown on your screen will accurately reflect the actual product.

Measurements provided on our website site are approximate only.

The website is provided for our customers to buy, or find out more about our products and services.

We reserve the right to limit quantities or limit the number of products customers can purchase in a single transaction.

### **PRICING**

Prices are displayed in New Zealand dollars, inclusive of goods and services tax (GST). We have made every effort to provide accurate pricing information on our website. In the event of a pricing error on our website, the inaccurate price will not be honoured and we reserve the right to cancel any orders placed on our online store.

Chelsea Anastasia reserve the right to change any aspect of our product information at any time without notice.

## **FOREIGN TAXES AND DUTIES**

If you are not in New Zealand, we have no knowledge of, and no responsibility for, the laws in your country.

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.

## **PRODUCT AVAILABILITY**

Chelsea Anastasia uses its best endeavours to ensure products ordered are available for delivery, however, we do not guarantee that if a product is classified as being "in stock" that stock will be available to purchase at our physical showroom or online.

## **INTELLECTUAL PROPERTY**

The design and content contained within our website is intellectual property which is either owned or licenced by Chelsea Anastasia. The website is intended solely for your personal non-commercial use. Any use of our website and its content for purposes other than personal non-commercial use is prohibited without our prior written permission.

You may not systematically extract or utilise parts of the content of our website and in

particular, you may not utilise any data mining, robots or similar data gathering and extraction tools to extract (either once or many times) without our prior written permission. You may not create and/or publish your own database that features content on this website without our prior written permission.

## **DISCLAIMER**

This online service provides general information about Chelsea Anastasia and the products and services they offer. The information contained in this website has been prepared solely for the purpose of providing information about Chelsea Anastasia and the services and products they offer.

Chelsea Anastasia shall not be liable to you or any third parties for any direct, indirect, special, consequential or punitive damages allegedly sustained arising out of your access to or inability to access this website. This includes viruses alleged to have been obtained from this website, your use of or reliance on this website or any of the information or materials available on this website, regardless of the type of claim or the nature of the cause of action.

By your use of this website, you agree that you are using this website solely at your own risk.