

STORE TERMS & CONDITIONS

ACCEPTANCE OF TERMS

These terms and conditions govern all supply of goods and services (“products”) by Fastlane Fitness Limited us to you, the purchaser of goods and services from us, including your use of the website at www.fastlane.kiwi (“the website”). They are effective from 25 February 2016 and will replace all earlier **Fastlane Fitness Limited** terms of trade and any conditions contained in any document used by you and purporting to have contractual effect with the exception of a Gym membership or Swim membership or combination of both.

We reserve the right to change these terms of trade by notice to you. Notice may be given by posting the revised terms and conditions on our website.

To make a purchase from our online shop you must be 18 years of age or over.

Purchases from our online shop may only be made by persons who are acquiring goods or services for their own use or consumption, and you must not acquire goods from us via the website for resupply (whether in trade or otherwise).

If you are purchasing on behalf of another entity such as a company you warrant you have the authorisation to agree to these terms and conditions on behalf of the entity.

AVAILABILITY AND SUPPLY

All orders are subject to the availability of those products or services. If for any reason a Product is not available, we will endeavour to notify the non-availability on our online shop.

DELIVERY AND DELIVERY CHARGES

Prices for goods and services stated on our website are exclusive of any applicable delivery charges.

We do not deliver at this point in time. Please ensure you provide as much detail as possible at check out so that you can identify yourself at reception on pick up of goods.

We will use all reasonable endeavours to ensure that orders for tangible goods will be available promptly after an order has been placed.

PRICING

All prices are in New Zealand Dollars and are inclusive of any Goods and Services Tax (“GST”) unless stated to be otherwise but are exclusive of delivery charges. All prices are correct when published. We reserve the right to alter prices at any time.

An invoice will be emailed to you at the email address you supply when you place your order. You are responsible for ensuring that your contact details are correct.

PAYMENT OPTIONS

We accept the following credit cards:

Visa, MasterCard and American Express

CREDIT CARD SECURITY

All payments are processed via individual payment agencies secure payments system to ensure high levels of payment security and are subject to those banks or agencies terms and conditions. We do not retain any credit card details for our own records.

RETURNS

Our goods sold via the website are consumable by nature and cannot be returned for a refund. Please check your goods when you receive them to ensure the quality is of the same standard as you would receive by ordering in house at the cafe. And that you have all items you ordered. If for any reason you are unhappy with the product supplied at the time of collection please discuss with management, and we can replace or determine an adequate alternative option. For unused credit balance on a gift card, we will refund on provision of adequate proof that the balance will not be able to be used. (e.g. moving overseas). Balances will expire after 6 months inactivity, so ensure that you act promptly. We do not have to provide a refund if you have changed your mind about a particular purchase, so please choose carefully. If the goods are faulty, we will meet our obligations under the Consumer Guarantees Act to provide a remedy.

LIABILITY LIMITATION

Where you acquire or hold yourself out as acquiring goods or services from us for the purposes of a business, the provisions of the Consumer Guarantees Act 1993 will not apply. The conditions, warranties and guarantees set out in the Sale of Goods Act 1908 or otherwise implied by statute or common law will not apply and are excluded from these terms of trade. We will always endeavour to have complete and accurate information on our website but to the greatest extent permissible by law we assume no responsibility for the completeness and current accuracy of the information provided on our website. To the greatest extent permissible by law, we exclude all liability we may have to you for any claim except where we have acted in bad faith. This exclusion also applies for the benefit of every officer, employee, contractor, agent of us and anyone else we use to perform our duties or provide services under any agreement you have with us. None of the persons specified above is liable or has to pay you for anything else in connection with or resulting from anything any of us does or does not do, or delays in doing, whether or not it is contemplated or authorised by any agreement you have with us. This exclusion applies whatever you are claiming for and in whatever way liability might arise. This exclusion does not limit any inalienable rights you may have under the Consumer Guarantees Act 1993. Our maximum liability to you (if any) shall be limited to the value of any faulty products or services supplied by us and we, our employees, contractors and agents, will not be liable to you for loss or damage of any kind however that loss or damage is caused or arises.

APPLICABLE LAW AND JURISDICTION

Unless we otherwise agree in writing, this agreement contains all the terms of our relationship and continues to apply no matter where you are located at the time any goods or services are provided to you by us and irrespective of the location where you reside. Use of our website, supply of products or services by us to you and any other matter arising from these Terms and Conditions are subject to the laws of New Zealand. The Courts of New

Zealand shall have non-exclusive jurisdiction over all claims or disputes arising in relation to, out of or in connection with these terms of trade, or with the use of website or supply of any services.

Where you or any other person who you act for, or who you permit to act for you supplies incorrect information for the purchase of a product or service and we incur cost in any matter concerning that name then we may recover the costs incurred by us from you (including legal costs on a solicitor-client basis).

You agree to use our website, products and services in accordance with the applicable laws of the country or countries where your business or organisation is based.

PRIVACY POLICY AND CONFIDENTIALITY

Unless you opt to receive messages from us we will not contact you again in future. If you have opted to receive ongoing communications and at a later date you no longer wish to receive these communications you will be able to opt out of receiving this information by contacting us by email or by following the unsubscribe instructions at the bottom of emails sent to you.

Opting out of receiving the above mentioned messages will not prevent the sending of messages that specifically relate to your order(s).

We may use personal information that we collect about you to provide products and services to you and to administer orders and payments relating to your purchases from us. You will need to permit us to place data files ("cookies") on your computer to enable you to use some features of some of our websites. Where you choose not to enable cookies from our Website, some functionality of those Website may not be available to you.

We may disclose your personal information as required by law.

Where you have provided information to us on a confidential basis, we will hold that information in confidence, except as required by law. We cannot guarantee that our website is secure, and we cannot be held responsible for a breach of our website security that is beyond our control.

You can request details of your personal information that we hold, and ask us to correct it, at any time.

GENERAL CONDITIONS

We reserve the right to change these terms and conditions from time to time by notice, which may be in the form of a notice posted on our website at www.fastlane.kiwi

If we fail to enforce any terms or to exercise our rights under these terms and conditions at any time, we have not waived those rights.

If any provision of these terms and conditions is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect and the parties shall adjust their respective rights and obligations in accordance with the spirit and intent of the parties as shown by these terms and conditions.

Unless any provision in this agreement expressly provides otherwise, these terms and conditions are not intended to confer a benefit on any person or class of person who is not a party to it.

We may deliver notices to you by sending them to an email address that you have notified to us.