

The Honest Grocer

General Terms & Conditions

These General Terms were last updated on 27 November 2020.

Part A: Overview

1. Introduction

- 1.1 **Overview:** These general terms and conditions (**General Terms**), explain the terms and conditions that apply to your use of The Honest Grocer website (available at www.thehonestgrocer.co.nz) and all purchases of products (**Products**) using our website. They tell you who we are, how we will provide Products to you, what to do if there is a problem and other important information. We look forward to serving you as a member of The Honest Grocer. If you have any questions, please contact The Honest Grocer Customer Support at the details set out in section 17 below.
- 1.2 **Other terms:** You should also refer to the following terms (**Additional Terms**) for other important information about your use of our website:
- (a) **Membership Terms** – these explain the terms and conditions that apply to your Silver or Gold membership for The Honest Grocer;
 - (b) **Privacy Policy** – this explains how we may collect, hold, use and disclose information that identifies you (your **personal information**); and
 - (c) **FAQs** – these provide additional information about using our website and some important details, such as our delivery fees, minimum spend and membership prices.
- 1.3 **Acceptance of our Terms:** Please make sure you have read these General Terms and the Additional Terms carefully before your use our website, register as a member or place an order. By using our website, registering as a member or placing an order through our website, you agree to and accept these General Terms and the Additional Terms.
- 1.4 **Changes to our Terms:** We may amend these General Terms and our Additional Terms at any time by publishing an updated version on our website. Every time you use our website or place an order, please check these General Terms and our Additional Terms to ensure you understand the terms that apply at that time.
- 1.5 **New Zealand consumers only:** Our website is only intended for access or use by customers in New Zealand for personal, household or office use only. Any use of our website, or purchase of Products from our website, for commercial or re-sale purposes is strictly prohibited. Whether any use of our website, or order, appears to breach this clause will be determined by us in our absolute discretion.

2. Contact us

- 2.1 **Who we are:** We are Container Door Limited, New Zealand Company Number 5710170 trading as The Honest Grocer (**we, us, our**).

- 2.2 **How to contact us:** If you have any questions please contact The Honest Grocer Customer Support at support@thehonestgrocer.co.nz or phone +64 9 930 8333. Our Customer Support team are available for enquiries Monday to Friday from 8:30am to 5:00pm (excluding public holidays).

Part B: Using our website and placing orders

3. Membership

- 3.1 **Membership:** You must register as a member to place an order on The Honest Grocer. Please refer to our [Membership Terms](#) for further information about The Honest Grocer Silver and Gold Membership and follow the instructions on our website.
- 3.2 **Eligible Members:** You are eligible to be a member of The Honest Grocer if you are located in New Zealand, are aged 18 and over and your membership has not been terminated by us in the past due to your breach of these General Terms or our Membership Terms. Membership is not transferable.
- 3.3 **Information required:** You will be asked to provide information including your name, email address and delivery address when you register as a member. We accept no responsibility for orders that are not received as a result of an incomplete or incorrect address being provided. You confirm that all information that you provide to us is true, accurate, complete and not misleading and that you will notify us immediately if any part of this information changes.
- 3.4 **Choosing a password:** You will need to provide a password in order to create and access your membership account. We encourage you to use a "strong" password (in accordance with the directions provided on our website when you create your membership account). You agree to notify us immediately in the event of any unauthorised use, or suspected unauthorised use of your password or account. However, you are entirely responsible for maintaining the confidentiality of your password and you will be responsible for any damage or losses caused by unauthorised access resulting from your failure to keep your password secure. You are liable for every order made under your account with The Honest Grocer.

4. Products

- 4.1 **Products may vary slightly from their pictures:** The Products are as described on our website – please check these descriptions carefully before placing your order. Image of Products and any packaging on our website are for illustrative purposes only. Slight variations may occur between the delivered Product, and the image of the Product given on our website.
- 4.2 **Prices and Product availability are subject to change:** While every effort is made to keep the information on our website current, prices and Product availability are subject to change. We will advise if changes are made (including due to Product availability), after you place your order. You can then either agree to the change or cancel your order we will provide a refund.
- 4.3 **Limits on quantities:** We may limit quantities of Products that you can order. In addition, we may reduce your order, or delay dispatching your order, if it exceeds reasonable household or workplace quantities. If we reduce your order in accordance, the Total Amount payable for your order will be adjusted accordingly.
- 4.4 **Product labelling information:** All Products are sold in compliance with the Australia New Zealand Food Standards Code. If a Product contains labelling information that does not meet your requirements (for example, ingredients, allergens, nutritional information), you may return the Product to us and request a refund or replacement Product of equivalent value. Please provide the Product and your order confirmation email when making such requests. All Product information

displayed on our website has been provided by the relevant manufacturer or supplier and has been published by us in good faith. However, Products and ingredients may change at short notice. If you are concerned about allergens or other nutritional factors, we strongly recommend checking all Product labels prior to consumption. For more information, please contact the relevant Product manufacturer or supplier directly.

5. Restricted Products

5.1 **Warranty of Legal Age:** You are only permitted to place an order for any alcohol Product, if:

- (a) you are 18 years old or over; and
- (b) you, or another person aged 18 or over will be available, and not intoxicated, at the time of delivery, to accept delivery of the order.

We (or the courier on our behalf) may verify your age (and the age of the person who collects or picks-up an order) and, if we are not satisfied, in our absolute discretion, that you comply with this clause, we reserve the right to cancel the order (and to charge you a cancellation fee).

5.2 **No one present:** Notwithstanding clause 7.7 (Delivery deemed to have taken place), a courier may elect not to complete a delivery if no person is present at the nominated delivery address to accept a delivery containing alcohol Products.

5.3 **Age restricted Products:** This clause will also apply (with the applicable age restriction) to any other age-restricted Products that may be available on our website from time to time.

6. How to order and pay

6.1 **Ordering process:** Ordering a Product is very easy. Just click on a Product and add it to your “cart”. You then need to follow the instructions on our website in order to “check out” and purchase the Products. Please note that we have a minimum spend - refer to our [FAQs](#) for further information.

6.2 **Payment Methods:** All payments via our website are made and processed by our payment gateway provider, Stripe. In order to place an order, you must be the holder of a valid debit/credit card or any other payment method offered on our website (**Payment Method**). We do not accept EFTPOS, cash, cheque, voucher or direct debits.

6.3 **Delivery Fees:** Delivery fees will be notified to you as part of the checkout process on our website. This may include a standard delivery fee and an additional delivery fee for packaging if your order includes chilled products or fish (**Delivery Fee**). Please refer to our [FAQs](#) for further information.

6.4 **Additional Delivery Fee for Large Orders:** If your order exceeds a reasonable personal or household quantity in respect of a single Product or total size of your order (as determined by us in our absolute discretion), we reserve the right to increase the Delivery Fee. We will notify you of the increased Delivery Fee and we will not dispatch your order unless and until you accept and pay the additional amount. You may cancel the order if the increased Delivery Fee is not acceptable to you.

6.5 **How we accept your order:** After you place and pay for your order, we will send a confirmation email to you to accept your order (however, your order remains subject to our review in accordance with these Term, including clause 8.2). Your order confirmation email will confirm the total amount charged for your order (including the total price and Delivery Fees) (**Total Amount**). Each time we accept an order from you, a separate contract is made between us (which may be amended in accordance with these Terms).

- 6.6 **Taking payment:** By placing an order, you authorise us to immediately charge your Payment Method for the Total Amount. If we do not receive authority for your payment (or if we reasonably believe that payment will be refused), or your credit card payment is declined for any reason, we reserve the right to reject or cancel your order.
- 6.7 **Prices include GST:** All prices on our website are stated are in New Zealand dollars and include GST.
- 6.8 **Prices:** No adjustments will be made to the prices applicable to your order if the price of any Product ordered decreases between the time your order is submitted and the time we issue your confirmation email and/or deliver your Products.

7. Delivery

- 7.1 **Delivery areas:** At the moment we deliver to the North Island only, and we are unable to deliver to rural addresses. Please refer to our [FAQs](#) for updates on our delivery areas. We also reserve the right to limit the delivery range for certain Products – these limits will be notified to you on our website.
- 7.2 **Nominated delivery address:** We will deliver the Products to your nominated delivery address in such manner and form of transport that we consider appropriate. Delivery is complete once the Products have been delivered to your nominated delivery address. Products are at our risk until delivered to you at the nominated delivery address. Once delivered to the nominated delivery address, ownership and risk in the Products will pass from us to you. We are entitled to assume that any person accepting delivery of the Products at the nominated delivery address is authorised to do so on your behalf. If there is no person to accept delivery, the Products will be left at the front door or as instructed by you in your order, and will be deemed to have been delivered at that point in time. Delivery instructions must be reasonable in relation to the scope of these deliveries.
- 7.3 **Change of nominated delivery address:** You must notify our Customer Support immediately of a change to your nominated delivery address. If you are a Gold Member, any change to your delivery address is subject to our [Membership Terms](#).
- 7.4 **Delivery times:** We will aim to deliver by our target delivery times. However, these are estimates only. Please refer to our [FAQs](#) for further information.
- 7.5 **Delivery Delay:** We will not be liable for delay in delivery times (whether the delay is due to stock availability, causes beyond our control or otherwise). If we think that the delivery of your order is likely to be delayed, we will notify you as soon as reasonably practicable. If there is a material change in the target delivery timeframe that is not acceptable to you, you may cancel the order, without incurring any cancellation fee.
- 7.6 **Accessibility and safety for delivery:** You must ensure that the nominated delivery address is easily accessible to our couriers, and that it is safe for those couriers to enter your premises in order to complete the delivery. Any animals on your premises should be under control or restrained to ensure the safety of our couriers. If, in the courier's reasonable opinion, the nominated delivery address is not easily accessible, or it is unsafe to deliver the Products, the delivery will not be made, and you will be contacted to make alternative arrangements. We reserve the right to charge you an additional Fulfilment Fee in respect of any deliveries repeated in accordance with this clause. If alternative arrangements acceptable to us are not reached, you will be deemed to have cancelled your order, and may incur a cancellation fee.
- 7.7 **Delivery deemed to have taken place:** Subject to clause 5 (*Restricted Products*), if no person is present at the nominated delivery address at the time of delivery, or if you or any other person fails

or refuses to take delivery of the Products, the Products will be left at the nominated delivery address and be deemed to have been delivered at that point in time. If you do not think you have received your full order, you must notify us within 48 hours of delivery, otherwise you will be deemed to have accepted the order.

8. Cancellations and returns

8.1 **Cancellation by you:** If you change your mind and wish to cancel an order, please contact The Honest Grocer Customer Support as soon as possible (within 48 hours), and we may in our absolute discretion, agree to your request. This may be subject to a cancellation fee, which we will notify to you before you confirm the order cancellation, to reflect the costs incurred by us. If we agree to a cancellation of delivered Products, you are responsible for returning the Products to us and any associated costs.

8.2 **Cancellation by us:** We may cancel an order (or not accept an order) in whole or in part if:

- (a) Products are not available;
- (b) there is a manifest error in the price or Product description displayed on our website relating a Product in your order; or
- (c) we reasonably believe your order has been placed in breach of these General Terms.

We will notify of any cancellation as soon as reasonably possible and refund you the relevant amount you paid via your original Payment Method.

8.3 **Incorrectly delivered Products:** If you believe any Product delivered to you does not correspond with the Product you have ordered (**Incorrect Product**), please **contact us** soon as possible following delivery (and within 48 hours). If we agree that you have received an Incorrect Product you may:

- (a) keep the Incorrect Product, in which case no adjustment will be made to the payment due from you for the order containing the Incorrect Product; or
- (b) reject the Incorrect Product, in which case we will, at your request, either refund the value of the Product that was originally ordered (as per your order confirmation email) or replace the Incorrect Product with the Product that you originally ordered.

8.4 **Damaged Products:** Please **contact us** if you have any complaints about any Products or questions about returns. If you believe a Product was delivered to you in a damaged or spoiled condition, please **contact us** soon as possible following delivery (and within 48 hours). If we agree that any Product was delivered to you in a damaged or spoiled condition, then we will, at your request, refund the value of the Product by crediting your Payment Method.

8.5 **Additional requirements for Returned Products:** We may require photographic evidence and/or a sample of any damaged or spoiled Products or Incorrect Products before we confirm that they can be rejected in accordance with clause 8.3 and 8.4 (**Returned Products**). We may will notify you if we require the Returned Product to be returned to us and we will arrange for collection. If we are unable to collect the Returned Product when requested, we reserve the right to not refund you for the Returned Product.

9. Our liability to you

- 9.1 **Your rights under the Consumer Guarantees Act 1993 and Fair Trading Act 1986:** Nothing in these General Terms will affect your rights under consumer laws, including the Consumer Guarantees Act 1993 and the Fair Trading Act 1986.
- 9.2 **Liability:** To the extent permitted by law, our liability to you is limited to replacement of Products in accordance with clause 8. You acknowledge and agree that:
- (a) our website is provided on an “as is” and “as available” basis and in no event will we be liable under contract, tort (including negligence) or otherwise under or in connection with these General Terms and/or your access to, use of, inability to use or reliance on our website or any information contained in or accessed through our website;
 - (b) we will not be liable for any consequential, indirect or special damage or loss of any kind whatsoever; and
 - (c) except for the express information included on our website, all representations, terms, warranties, guarantees or conditions whether implied by statute, common law or custom of the trade or otherwise are excluded.
- 9.3 **We are not liable for business losses:** We only supply the Products for household, personal or office use. Any use of our website, or orders for Products from our website, for commercial, business or re-sale purpose is strictly prohibited. For the avoidance of doubt, we have no liability to you whatsoever in connection with any such use, including for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 9.4 **We are not responsible for events beyond our control:** We will be excused from our obligation to deliver Products if non-performance is due to events beyond our reasonable control.
- 9.5 **Related companies:** The exclusions and limitations of liability in these General Terms apply to us and our related companies, and our respective directors, officers, employees and agents (**indemnified persons**). For the purposes of the Contract and Commercial Law Act 2017, Part 2, Subpart 1 (Contract Privity), this clause is intended to confer a benefit on each indemnified person and may be relied upon and enforced by them. However, amendments to these Terms do not require their consent. These Terms are not intended to confer a benefit on or create any obligation enforceable at the suit of any other person other than The Honest Grocer and you.

Part C: General terms applicable to our website

10. Security of our website

- 10.1 **Security:** Security of your information and use of our website is very important to us. We will take reasonable technical and organisational precautions to protect our website and information that we hold and prevent any unauthorised entry into the website. However, due to the inherent nature of the internet, we are not able to guarantee the security of our website or any information that you hold or that you transmit to us. You are responsible for taking your own measures to reduce the risk of viruses or other forms of interference damaging your computer system.
- 10.2 **Payment gateway:** All payments via our website are made and processed by our payment gateway provider, Stripe. For further information regarding Stripe, please refer to our [Privacy Policy](#) or visit www.stripe.com/nz.

- 10.3 **We are not responsible for other websites:** Our website may provide links to other websites for your convenience and information. These websites are outside our control and the provision of a link to a third party website does not imply our agreement to or endorsement of any of the information contained on the third party website or otherwise imply any association with the third party. Third party websites may have different terms of use and privacy policies, which you should review before using the third party website.

11. Intellectual Property and website use

- 11.1 **We own the intellectual property in our website:** We own or have obtained a valid licence to use all copyright, trademarks and other intellectual property rights used on our website and all such intellectual property rights will remain solely with us and/or our licensors (as the case may be).
- 11.2 **Intellectual property license:** We grant you a non-exclusive, non-transferable, revocable right to access and use our website solely for your personal use and on a device that you own and/or control, all on the terms and conditions set out in these General Terms.
- 11.3 **How you may use our website:** You agree not to use our website for any purpose that is unlawful or prohibited by these General Terms. You may download the information on our website for your own personal use but otherwise neither our website, nor any material on it, may be altered, modified, reproduced, transmitted or distributed without our prior written consent. Your use of our website will not create, nor will you represent to have, any interests or rights in our intellectual property. If you link our website to your website, you must remove the link at our request.
- 11.4 **Prohibited conduct:** You must not use our website, or purchase Products from our website, for commercial or re-sale purposes. You must not use any content from our website for a competitive purpose or use a robot, spider, scraper or other unauthorised automated means to access our website or information featured on it, or harvest information from our website, for any purpose. You agree that you will not interfere with any other party's use and enjoyment of our website, or damage the operation of our website, or our systems or those of other persons who use our website, whether by way of a virus, corrupted file, any other software or program, or otherwise. We reserve the right to suspend your use of our website where we consider that you may have breached these General Terms or the law.
- 11.5 **Hyperlink:** You agree that you will not create a hyperlink to our website without our express written permission.
- 11.6 **Third party costs:** You are responsible for any third party costs incurred in using our website, including any charges imposed by an internet service provider.

12. Termination and suspension

- 12.1 We may suspend, discontinue or change our website or the services we provide through it (in whole or in part), or terminate or suspend your access to our website or your membership, at any time, including if our business practices change, if required by applicable law or if your actions or use of our website may have a material adverse effect on our services, other members or our reputation.
- 12.2 If you are a Gold Member, and a change, suspension or limitation is material to you, we will have the option to terminate your Gold Membership, in accordance with our [Membership Terms](#).

13. Other important terms

- 13.1 **New Zealand access only:** This website has been designed and developed for a service within New Zealand and is not intended for viewing or use by visitors outside of New Zealand. If you access our website from outside New Zealand you are responsible for compliance with any.
- 13.2 **We may transfer our rights under these General Terms:** We may transfer our rights and obligations under these General Terms and the Additional Terms to a related company or a third party purchaser. You must not transfer your rights or your obligations under these General Terms or the Additional Terms to any other person (they must set up their own account and place their own orders).
- 13.3 **Entire agreement:** These General Terms and the Additional Terms constitute the entire agreement between you and us relating to our website and any purchase made via our website.
- 13.4 **Construction:** In these General Terms and the Additional Terms, a reference to “including” is not intended to imply any limitation and will be construed as “including, without limitation”.
- 13.5 **We may delay in enforcing our rights:** If we do not insist immediately that you do anything you are required to do under these General Terms or the Additional Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 13.6 **New Zealand law applies:** These General Terms and the Additional Terms are governed by New Zealand law and any applicable legal proceedings must be heard in the New Zealand courts.