

# Terms and Conditions of Sale

By purchasing products from Rachel Stedman (R. L. Stedman) ("Rachel Stedman", "we", "us", "our") or using this website, the purchaser (the "Customer", "you", "your"), agrees to the following terms and conditions of sale (the "Terms").

1. Consumer Protection and other legislation: Where the provisions of the Consumer Guarantees Act (1993) or any mandatory legislation in your jurisdiction that cannot legally be excluded applies, these terms will be read subject to the application of that legislation, and in the case of any conflict, the provisions of that legislation will apply.
2. Business Customers: To the extent permitted by law, business customers agree that where products are purchased for the purpose of a business that the Consumer Guarantees Act or equivalent consumer protection legislation does not apply.
3. Limitation of Liability: The Customer will indemnify Rachel Stedman against any loss of or damage to property or for data or software which is lost, corrupted, deleted or altered due to the act or omission of the customer. Rachel Stedman will not be liable to You for any incidental, indirect, special or consequential damages arising out of or in connection with the purchase, use or performance of products or services from Rachel Stedman, even if Rachel Stedman has been advised of their possibility. In no case will Rachel Stedman's maximum liability exceed the cost of the relevant original order.
4. Refunds: Most items can be returned within 30 days of the item being shipped, provided it is in new, resalable condition. Items can be returned after the 30 day period in compliance with the relevant consumer legislation if the item is faulty or damaged. Rachel Stedman will comply with her obligations under the Consumer Guarantees Act (1993). Subject to any such applicable laws, refunds or replacement products or services will be given at the discretion of company management.
5. Addressing: If a product is found to be mis-addressed by Rachel Stedman then Rachel Stedman will be responsible for the re-delivery, replacement or refunding of the product. If the Customer is found to have given an incorrect or insufficient address, then Rachel Stedman will not refund or resend the product and all responsibility for correcting delivery will be borne by the Customer.
6. Incorrect Bank Account Number: If the Customer credits money to the incorrect bank account number, and the correct number was provided to the Customer by Rachel Stedman, then Rachel Stedman will not accept any responsibility for correcting payment and goods will not be dispatched by Rachel Stedman until Rachel Stedman has received payment in full.
7. Prices, Payment and Title: Rachel Stedman's available payment methods will be presented at the time of purchase. Rachel Stedman retains title in the products purchased until Rachel Stedman receives payment in full.
8. Pricing errors: Where a pricing error occurs (subject to applicable law that cannot be excluded), we will not be bound by the incorrect pricing stated, and reserve the right to cancel your purchase.
9. Security: Rachel Stedman uses reasonable endeavours to ensure this website, and any transactions conducted on it, are secure. However, you acknowledge that the security of information and payments transmitted via the Internet can never be entirely

- secure or error free. Rachel Stedman will not be liable for any damages suffered due to failure, delay, interception or manipulation of electronic communications by third parties on any computer programmes (e.g. those used for transmission of viruses).
10. Special Offers: Special deals and offers on this site are only valid for so long as they are displayed, unless expressly stated otherwise.
  11. Cancelling Orders: Rachel Stedman reserves the right to cancel orders for any reason or to cancel the purchase agreement after order confirmation, including (without limitation) where Rachel Stedman believes the order to be fraudulent. If we do cancel your order or purchase agreement, we accept no liability for any resulting damages or costs suffered by you, however we will refund the purchase price to you (where it has already been paid).
  12. GST: all prices are New Zealand GST inclusive unless otherwise stated.
  13. Stock Availability: All items sold via Rachel Stedman's website are subject to availability and Rachel Stedman reserves the right not to accept or cancel any order for products that are out of stock. Goods delivered may differ to the product images presented on this site.
  14. Timeliness: Rachel Stedman makes every effort practical to ensure that delivery timeframes given are accurate. By placing an order, you agree not to hold Rachel Stedman liable for any loss or damage directly or indirectly arising out of or in connection with any delay or failure to deliver within the estimated time frame.
  15. Delivery: Where possible, physical goods will be packaged in a way that might reasonably be expected for such goods, and be placed into the New Zealand Post Limited "NZ Post" network on the next business day. Items will be mailed as Standard Post, as defined by NZ Post on their website, unless you request otherwise. If you do request otherwise you may be charged an additional fee. Items will only be mailed to an address within New Zealand.
  16. Terms and Conditions of NZ Post: Once the item enters the NZ Post network it becomes subject to the Standard Terms and Conditions of New Zealand Post Limited, as set out on the NZ Post website. Rachel Stedman accepts no liability for damage, delay or loss of items once the item enters the NZ Post network.
  17. Communications: By creating an account with Rachel Stedman you consent to receiving electronic communications from Rachel Stedman. These communications may include: account status updates, order status updates, promotional and marketing materials, and other information relating to the service. Your personal details will not be made available to any third party. For more information please see our Privacy Policy.
  18. Linked Sites: This site may contain links to other websites operated by third parties. Rachel Stedman is not liable for those sites or any content or information such sites contain.
  19. New Zealand Law: These terms and conditions are delivered under New Zealand Law.

#### Disclaimer

To the maximum extent permitted by law, Rachel Stedman does not accept any liability for the use of or inability to use this site, or for any loss or damage which may directly or indirectly result from any opinion, information, advice, representation or omission contained on this web site.