

## *Terms and Conditions*

*These terms and conditions apply to the use of this website. Please read them carefully. Your use of this website indicates your acceptance of these terms and conditions.*

*We may change the information on this website, including these terms and conditions, at any time. By continuing to use this website after any changes have been made, you acknowledge that you will continue to be bound by these terms and conditions.*

*We reserve the right to add or remove material, and correct errors.*

## *Disclaimer*

*Kind Hearts Trust makes every effort to ensure that the information on this website is accurate and current. We do not accept liability for any losses or damage arising directly or indirectly from reliance on the content of this website.*

*This website will contain hypertext links to other websites that are not operated by us. These links are provided for your convenience and interest only. The inclusion of a link does not imply our endorsement of the website or any association with its operators. We will not investigate or monitor the hypertext links to other websites. You link to them at your own risk. We are not responsible for the information contained on any website that you link to from this website.*

*Further, Kind Hearts Trust does not implicitly endorse individuals or organisations that link to this website from their own sites.*

## *Privacy*

*Any personal information you transmit to the website by electronic mail, or otherwise, will be used by Kind Hearts Trust in accordance with our privacy policy displayed on this website.*

## *Fundraiser Shop Orders*

*Any Order you place will constitute an offer capable of acceptance by us. Confirmation of order will be in the form of an invoice.*

## *Prices*

*Prices for our merchandise items are subject to change without notice. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the service.*

### *Delivery*

*Any indication we may give as to the time of delivery will be a good faith estimate only.*

*If it is not possible for us to effect delivery for whatever reason including but, not limited to, your being away or your premises being inaccessible, we will not be liable for any inconvenience or additional charges incurred.*

*All costs associated with delivery including postage, packaging, customs and duty costs are the responsibility of the purchaser.*

*Risk of damage to or loss of the merchandise items is not the responsibility of Kind Hearts Trust. Responsibility for the delivery of the merchandise items transfers to the shipping company at the time of shipment.*

### *Returns*

*We will accept unwashed/unworn merchandise items for return or exchange within 14 days of delivery for a refund of the purchase price. The delivery date will be determined by the date of receipt of the merchandise items by you, provided that proof of purchase is accompanied with the returned merchandise items.*

*The cost of returning the merchandise items is the responsibility of the purchaser.*

*You must notify us of your intention to return or exchange merchandise items within 7 days of receipt of these items. [Link to admin@kindheartsmovement.org](mailto:admin@kindheartsmovement.org)*

*Refunds for the items will be credited to the original payment source.*

*No refunds or exchange will be issued for items not received by us. We recommend you use a traceable shipping method to ensure successful delivery.*

### *Warranties and Liability*

*If your merchandise items are delivered in unusable condition a request for a replacement must be made within 7 days of delivery.*

*In no case shall Kind Hearts Trust, our trustees, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation, lost profits, lost revenue, lost savings, loss of data,*

replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any merchandise items, or for any claim related in any way to your use of any merchandise items. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### *Force Majeure*

We will not be liable for any failure to effect delivery of the whole or part of any order due to an event beyond our reasonable control. If delivery is delayed due to an event beyond our reasonable control, we will notify you promptly of the reason for such a delay and you agree to give us such an extension to effect delivery as is reasonable in the circumstances.

#### *Governing Law*

These terms of service and any separate agreements whereby we provide you services shall be governed by and construed in accordance with the laws of New Zealand.

#### *Contact Us*

If you have any questions about these terms and conditions or our website please contact us. [Link to admin@kindheartsmovement.org](mailto:admin@kindheartsmovement.org)