

CONTACT US

Our Customer Service Centre is open from 10:00am to 6:00pm weekdays (excluding public holidays). If you have any comments or queries, our friendly team will be more than happy to help.

Phone 0800 555 333 | Email cs@chrisco.co.nz

Mail Freepost 140717, PO Box 100688, North Shore Mail, 0745

Online at www.chrisco.co.nz/contact.html

IMPORTANT DATES

All Chrisco Catalogues have a **Final Payment Date (this date is also the Final Order or Change Order Date)**, as set out throughout our Catalogues, on our website and our Order Forms.

Chrisco Hampers Limited (New Zealand) (from here on referred to as Chrisco)

TERMS AND CONDITIONS

1. PRODUCTS, SUBSTITUTIONS AND PRICING

While we make every effort to supply you with your chosen products, sometimes stock and suppliers may change.

- 1.1 **Substitutions of goods - Hampers** - Chrisco has the right to make substitutions of any goods for similar products of equal or greater value. If Chrisco substitutes more than 20% of the value of goods in the hamper in this way, Chrisco will notify you. You will then have the right to cancel the agreement and obtain a full refund of the payments you have already made. Our **Cancellation Policy** (section 3) will not apply.
- 1.2 **Substitutions of goods - Merchandise** - Where a product you have ordered has been discontinued or is no longer available to purchase from our suppliers, Chrisco has the right to make substitutions with a similar product(s) of equal or greater value. If this were to happen, Chrisco will notify you. You will then have the right to cancel the agreement and obtain a full refund of the payments you have already made. Our **Cancellation Policy** (section 3) will not apply.
- 1.3 **Pricing** - All weekly pricing is rounded up to the nearest 5 cents, excluding Gift Cards. However, you will only ever pay the total of your order. All prices are inclusive of GST, tax and / or duty where applicable.
- 1.4 **Changes in GST, Duty or Fuel** - Should there be any alteration in rates of GST, tax or duty, or any unforeseen product or fuel price increases, Chrisco reserves the right to adjust hamper contents accordingly to cover the costs of the increase. We will cap any decrease in your hamper contents to 20% of the total hamper value. If this were to happen Chrisco will notify you. You will then have the right to cancel the agreement and obtain a full refund of the payments you have already made. Our **Cancellation Policy** (section 3) will not apply.

2. PAYMENTS

Your order requires you to make regular weekly, fortnightly or monthly payments (chosen by you).

- 2.1 **How can I pay for my order?** By Direct Debit, Automatic Payment or Credit Card.
- 2.2 **What is a Direct Debit Request?** A Direct Debit Request authorises a payment to be automatically deducted from your bank account. By filling out the Direct Debit Request form in the catalogue or on our website, or over the phone, you are authorising Chrisco to debit your payments from your chosen account (**Direct Debit Request**). At approx 4pm on the day you have chosen (usually your pay day), our bank debits your account electronically.
- 2.3 **Can I stop a Direct Debit payment?** Yes, if you call us by midday the working day before your payment is due, we can stop a payment. (Note this means before midday Friday for a Monday payment).
- 2.4 **What happens if I can't keep up my payments?** We understand that circumstances change and if you are not able to keep paying, **Contact Us** to discuss your options. See **Cancellation Policy** (section 3).
- 2.5 **Payments on Public Holidays? Your Direct Debit payment will come out the working day prior to the public holiday.** Please note we observe all Auckland public holidays. If you wish to skip a payment that would land on a public holiday, you will need to let us know before midday on the working day prior.
Example: where a public holiday falls on a Monday, your payments will be taken out on the Friday prior, and if you needed to skip that payment, you would let us know by midday Thursday prior.
- 2.6 **Skipped or Missed Payments?**
 - a If you skip or miss payments, your future payments will increase slightly, as the amount of your missed payment(s) is spread over your future payments, so that your order is fully paid by **Final Payment Date**. We will give you notice of the recalculated future payment amount, as soon as possible before your next payment date.
 - b We reserve the right to reduce your order in proportion to your missed payments (this may result in items being removed from your order) or to cancel your order should your payments fall too far behind. If this is necessary, our **Cancellation Policy** (section 3) will apply. See **Contacting Us** (section 6).
- 2.7 **Will I be charged if a payment dishonour?** Your bank, Credit Union or Building Society may charge you a fee. Chrisco will charge you a small administration fee of \$2.70 to cover costs we incur as a result of the dishonour.
- 2.8 **Will I have to verify my identity?** To verify your identity, nominated bank account or other order details, Chrisco may, where reasonably necessary, ask you to provide photo identification and/or a recent bank statement showing your name and account details. You may redact transaction and balance information that is not required for verification. If the requested information is not provided, or Chrisco cannot complete verification, Chrisco may be unable to confirm your order. Any information collected will be handled in accordance with Chrisco's Privacy Policy.

3. CANCELLATION POLICY

- 3.1 **HeadStart Cancellation** - HeadStart Plans can be cancelled at any time, without a cancellation fee, unless and until you convert your HeadStart Plan into an order or confirm an order placed on your behalf by Chrisco, after which 3.2 to 3.3 will apply. (For further information about the **HeadStart Plan** (section 5).
- 3.2 **Order Cancellation** - You may cancel your order at any time prior to the delivery of your goods. If you cancel your order within 21 days of the date of your original order confirmation (**Cooling Off Period**), there will be no cancellation fee.
- 3.3 **After the Cooling Off Period** - a cancellation fee of up to 20% of the amount paid may apply (up to a maximum of \$250).

4. REFUND POLICY

- 4.1 **HeadStart Plan** payments are fully refundable, unless and until you convert your payments into an order or you confirm an order that has been placed on your behalf (in accordance with clause 5.6), after which clauses 3.2 to 3.3 of the **Cancellation Policy** will apply to your order. If you do not confirm an order placed by Chrisco on your behalf, payments will continue to be fully refundable (even after delivery) upon the return of the goods to Chrisco. (For further information about the **HeadStart Plan** (section 5).
- 4.2 **For security reasons** - refunds can only be applied to the account from which the funds were received. If your account has changed, you may be required to provide proof of your accounts or be subject to additional security questions. Therefore:
 - a Direct Debits payments can only be refunded directly to the bank account originally charged,

- b Credit Cards payments can only be refunded to the credit card originally charged,
- c Automatic payments can only be refunded by direct credit to your verified bank account.

5. HEADSTART PLAN

- 5.1 **What is a HeadStart Plan?** A HeadStart Plan allows you to make payments towards next year's order, while giving you time to decide which products you want to choose.
- 5.2 **How do I start a HeadStart Plan?**
 - a Contact Chrisco's Customer Service Team (see details in **Contact Us**) and advise us that you wish to participate in a HeadStart Plan, or
 - b Create your own HeadStart Plan at www.chrisco.co.nz/headstartplan.html, or
 - c Opt-in via an order form in the catalogue by post, or when ordering online, or scan and email the order form (see details in **Contact Us**).

We will contact you and ask you to confirm whether you wish to continue on a HeadStart Plan in subsequent years. If you confirm your ongoing participation in a subsequent HeadStart Plan, you will then recommence on a new HeadStart Plan in the relevant year in accordance with these Terms and Conditions.

For more information see www.chrisco.co.nz/headstartplan.html

- 5.3 **What will my payments be under a HeadStart Plan?** If you are commencing your first HeadStart Plan, your payments will be the amount you agree to pay.
If you are commencing a subsequent HeadStart Plan, we will calculate your payments using your order value amount for your previous year's order divided by payment frequency, or another specific amount as directed by you. We will contact you and seek your confirmation of the amount and other details of your HeadStart Plan payments prior to commencing your new HeadStart Plan, in accordance with clause 5.3.
- 5.4 **Are my payments refundable?** Payments under your HeadStart Plan are fully refundable unless and until you convert them into an order or confirm an order made on your behalf by Chrisco (see clause 5.6). If you convert your HeadStart Plan into an order, Chrisco's **Cancellation Policy** (section 3) will apply to your order. If you do not confirm an order placed by Chrisco on your behalf, payments will continue to be fully refundable (even after delivery) upon the return of the goods to Chrisco.
- 5.5 **Converting your HeadStart Plan into an order** You can convert your HeadStart Plan into an order by placing an order through one of Chrisco's catalogues and submitting an order form by post, online, email or by phone. Once you convert your HeadStart Plan into an order, Chrisco's **Cancellation Policy** (section 3) will apply.
- 5.6 **What if I don't convert my HeadStart Plan into an order?** If you have not converted your HeadStart Plan into an order by 1 March, Chrisco will place an order for you on your behalf (unless you tell us not to do this in accordance with clause 5.6) for goods which:
 - a for continuing Chrisco customers, will be of a similar value to your last order; or
 - b for new customers, will be of a value equal to the total value of your HeadStart Plan payments in that year, which may be based on the minimum order value that applied to a HeadStart Plan promotional offer accepted by you

You will receive an email or letter notifying you of the order that has been placed on your behalf. You will be asked to confirm the order, after which Chrisco's **Cancellation Policy** (section 3) will apply to the confirmed order.

If you do not confirm an order placed by Chrisco on your behalf, payments will continue to be fully refundable (even after delivery) upon the return of the goods to Chrisco.

- 5.7 **What if I don't want Chrisco to convert my HeadStart Plan into an order?** If you do not wish for Chrisco to make an order on your behalf using your HeadStart Plan payments, you can let us know at any time, by contacting Chrisco's Customer Service Team (see details in **Contact Us**). If, by the time you contact us, Chrisco has already placed an order on your behalf, you will be refunded in full for that order, in accordance with clause 4.1 of the **Refund Policy**.
- 5.8 **How do I cancel my HeadStart Plan?** If you have changed your mind and do not wish to participate in the HeadStart Plan, contact Chrisco's Customer Service Team (see details in **Contact Us**). Once your cancellation is confirmed, your HeadStart Plan will be cancelled and all payments made by you will be refunded, subject to our **Cancellation Policy** (section 3) and **Refund Policy** (section 4).
- 5.9 **Free Gift** - Chrisco will give a free gift to any customer whose HeadStart Plan is converted into an order and that order is fully paid, with a limit of one free gift per customer, per year. It will be delivered to you by mail with the Toy & Gift Catalogue in December.

6. CONTACTING YOU

- 6.1 **Contact Details** - We may have to contact you during the year regarding your order, payments or HeadStart Plan. To ensure that we always have your most recent and accurate contact details, please contact us to update your contact details promptly if those details change. We will make reasonable efforts to contact you. However, if you have not updated your contact details and we cannot get hold of you despite our reasonable efforts, we reserve the right to recoup the reasonable costs we incur in trying to find you. You agree that if we must do this, then we may deduct those costs (maximum \$50 per annum) from your credit balance.
- 6.2 **Inactive Accounts** - If we cannot get hold of you to get your instructions to apply or refund a credit balance that is greater than six months old and less than \$50 in value (an **Inactive Account**) then we reserve the right not to refund you the amount. If your last transaction with us was in the last two years, if we later manage to find you, or you contact us, then we will restore your credit balance (including the administration fee).
- 6.3 **Promotional Consent** - When you join Chrisco you will be asked about receiving Promotional Material via Email, Phone, Post or Text Message. You may opt-out at that time, or at any subsequent time, either by logging onto your Account, by phone, by clicking on the Unsubscribe link in the communication, or by email. See **Contact Us**. If you are unsubscribed from promotional communications, Chrisco will still communicate with you about non-promotional material relating to an active order, payments, or HeadStart Plan. If you have had an active order with Chrisco in the last two years you may still receive Chrisco Catalogue(s) via Post.

7. DELIVERY, PROCESSING, PACKING AND ADMINISTRATION

- 7.1 **Signature Required Delivery Fee** - Hampers with a Signature Required Icon  are subject to a \$13 delivery surcharge per hamper. They are sent via signature-required Aus Post, and must be signed for on delivery.
- 7.2 **Heavy Fee** - Hampers with a Heavy Icon  are subject to a \$60 delivery surcharge per hamper. We will inform you of all delivery charges when we confirm your order and payment details.
- 7.3 **Super Heavy Fee** - Hampers with a Super Heavy Fee Icon  are subject to a \$300 delivery surcharge per hamper. We will inform you of all delivery charges when we confirm your order and payment details.
- 7.4 **GIFT CARD FEES**
 - 7.4.1 **Processing & Handling Fee** - Gift Cards are subject to \$6 per Card processing fee (reflected already in the price of the Card).
 - 7.4.2 **Delivery Fee** - Gift Cards are subject to a delivery fee of \$13 per delivery address.
 - 7.4.3 **Signature Required** - Gift Cards are sent via signature-required post and must be signed for on delivery.
 - 7.4.4 **Delivery Date** - Gift Cards will be delivered no later than by the first week of December in plenty of time for your Christmas shopping.
 - 7.4.5 **Other Gift Card Conditions** - Gift Cards are not redeemable for cash and cannot be used to pay off store accounts or finance agreements. No change will be given. Once issued, if lost, stolen or destroyed they cannot be replaced or refunded.

For Full Terms and Conditions visit the respective retailer's website.

- 7.5 **Delivery** - All deliveries are made from November to mid-December, unless stipulated otherwise. We'll send you a Delivery or Pick Up Advice closer to the time to advise your delivery details. If you order multiple items, you may receive your items over multiple days. We recommend you put frozen products into your freezer as soon as you receive them. If you cannot be home to accept delivery, please plan with friends or neighbours to accept it for you. **If you are not home and no arrangements have been made for someone to accept it for you at the delivery time advised, we may leave your item at your delivery address, including but not limited to where you have instructed us to do so, or we may return the item to our depot and either try to deliver again later or require you to collect it from our depot, redelivery fees may apply.**

- 7.6 **Onforwarding freight charges** - Deliveries to islands or some remote communities may incur an onforwarding freight charge depending on the postcode. Details can be obtained when placing your order or see also Delivery - Onforwarding Freight Charge section of the Terms and Conditions of Purchase online at www.chrisco.co.nz/delivery.html
- 7.7 **Change of address** - Should your delivery address change, please inform Chrisco immediately. If a delivery address is changed after the **Final Payment Date**, Chrisco reserves the right to charge an administration fee.
- 7.8 **Depot collections** - If you have set your order as a pickup at a depot, or you live in an area that requires a pickup only, then your delivery date is the date you should plan to pick up your order from the depot. Your Delivery or Pick up Advice will include details of your pick-up date and location. If you fail to pick up your order on the date specified, Chrisco will attempt to contact you (up to 3 times either via Phone, Email, SMS or Mail). If we have been unable to contact you within 3 business days, any **perishable food** will be donated to a local charity in your name, and Chrisco is not required to refund you the cost of such items.
- 7.9 **Non-perishable Hampers** will remain at the depot for up to 20 business days. If we are still unable to contact you after 20 business days, Chrisco will consider this order fulfilled and abandoned, and Chrisco is not required to refund you the cost of such items. For more information on our **Cancellation Policy** (section 3) of these Terms and Conditions

- 7.10 **Rural Delivery or Pick Up** - If you live in or move to a remote rural area, we may ask you to collect your order from a local pick up point and some very remote areas may not be within our courier delivery range. Please check this when you order.
See also the Delivery - Rural section online at www.chrisco.co.nz/delivery.html
- 7.11 **Disclaimer** - While every effort is made to deliver on the intended delivery date (or within the date range provided), Chrisco is not liable for any loss resulting from delay due to the customer's failure to fulfil the customer's obligations as outlined or for any other reason beyond the control of Chrisco (and/or its staff). Chrisco is not liable for any loss resulting from a contracted party's failure to deliver as advised.

8. RETURNS

Due to the perishable nature of our goods, we are unable to accept any Chrisco Hamper returns except as required by law. We will gladly replace items or reimburse you should a product be damaged in transit and in accordance with our legal responsibilities as a merchant. We are unable to accept returns for other reasons, such as if you have changed your mind, or have made an incorrect choice about the product and no longer wish to keep it. We will however provide you with a full refund for any hamper or part thereof you decide to return, and which was ordered by Chrisco on your behalf, in accordance with clauses 4.1, 5.6 and 5.7.

9. WARRANTIES AND LIABILITIES

You have statutory rights under the Fair Trading Act 1986 and the Consumer Guarantees Act 1993 which cannot be excluded. These rights apply to retailers and manufacturers of goods and providers or services and include guarantees that goods will be of acceptable quality and fit for purpose and rights that you are not to be subject to misleading or deceptive conduct (see those Acts for a full description of your rights). Subject to those rights, all other representations, terms, warranties, guarantees, or conditions whether implied by statute, common law or custom of trade or otherwise are excluded to the fullest extent permitted by law. You are responsible for using all necessary skill and care in handling, storage and preparation of goods once delivered to you.

10. SAFETY AND COUNCIL REGULATIONS

- 10.1 **Motorised Products** - In the interests of safety, we recommend that any motorised product be assembled by a professional mechanic. For motorised, and any other high-powered battery-operated products, a proper helmet must always be worn, and children must be supervised by an adult. These items are intended for off road use only. Always consult your local council or authority for advice on use and applicable regulations.
- 10.2 **Outdoor Equipment, Swimming Pools and Spas** - We recommend you contact your local council for outdoor equipment, swimming pool and spa safety and water use regulations.

11. CATALOGUE

- 11.1 **Errors & Omissions** - All efforts have been made to check for errors and omissions in typography and photography. However, inadvertent errors may occur for which Chrisco will not be responsible. Product images are for illustrative purposes only. Your statutory rights are not affected (as to those rights, see under Warranties and Liabilities section)
- 11.2 **Catalogue publication** - Copyright© Chrisco Hampers Limited (New Zealand). All rights reserved. No part of this catalogue may be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording or by any information storage and retrieval system, without prior permission from Chrisco in writing. There will be no contract between Chrisco and a customer until Chrisco issues a notice confirming the customer's order.

12. PRIVACY POLICY

For a detailed copy of the Chrisco Hampers New Zealand Privacy Policy please refer to our website <http://www.chrisco.co.nz/privacypolicy.html>

13. ONLINE TERMS AND CONDITIONS

You can also view a copy of these Terms and Conditions at:
<https://chrisco.co.nz/all-terms-and-conditions.html>