

Gilmours Online Terms and Conditions

Thank you for using Gilmours Online located at www.gilmours.co.nz. The following terms (**Terms**) govern your use of Gilmours Online so please read them carefully.

How do I agree to the Terms?

- 1 Gilmours Online is owned and operated by Foodstuffs North Island Limited (**Foodstuffs**). If you order any goods or services using Gilmours Online your order will be placed with your Gilmours store (**Your Gilmours Store**) and your order will be subject to Your Gilmours Store's terms of trade (**Terms of Trade**).
- 2 The systems and intellectual property rights relating to or supporting Gilmours Online are owned, controlled by or licensed to Foodstuffs, and/or any affiliate, subsidiary or related company of Foodstuffs. The operator of Your Gilmours Store that will supply or deliver your order (**we, our or us** in these Terms) is responsible for the supply and delivery of goods and services ordered by you through Gilmours Online. Any orders you place through Gilmours Online are legally binding offers and if accepted by us, a legally binding contract is formed between you and us.
- 3 By using Gilmours Online you are deemed to have read and agreed to comply with these Terms. If you do not agree to these Terms you should cease using Gilmours Online.

Your responsibilities and what you can use the Gilmours Online for

- 4 Gilmours Online allows you to order products from Gilmours and find out information about Gilmours, its stores, products and services, promotions and competitions. We are not responsible if you use Gilmours Online for any other purpose.
- 5 You are responsible and liable to Foodstuffs and Your Gilmours Store for any use of Gilmours Online in breach of these Terms or the relevant Terms of Trade.
- 6 We do not charge you for the use of Gilmours Online. You are responsible for any data or telecommunications charges associated with your use of Gilmours Online.

Username and Password

- 7 You can use Gilmours Online to order goods and services from Your Gilmours Store. To be able to do this, you will need to set up a service charge account with Your Gilmours Store. If you want to set up a Gilmours service charge account, please visit www.gilmours.co.nz, contact our Customer Service Team on 0800 270 414 or visit Your Gilmours Store.
- 8 You will also need to have obtained from us a username and password that must be used whenever requested. That username and password is personal to you and you agree at all times to maintain the confidentiality of your username and password and not to disclose them to any third party. You agree that you are solely responsible for any use of Gilmours Online by any person using your username and password. You agree that all information you make available to us when registering or using Gilmours Online is true, accurate, up to date, complete and not false, misleading or deceptive in any material way and that we can rely on this information for the purposes of fulfilling your orders.

Session time-out

- 9 When you access Gilmours Online with your username and password, if there is a full 120-minute period of inactivity you will automatically be logged out of the session and will need to login to continue.
- 10 Note, all reasonable efforts will be made to retain draft orders (uncompleted or unsubmitted). You can resume your order by logging in. If you no longer wish to purchase the items retained in your basket or cart you will need to remove the contents by clicking the "Remove from cart" button.
- 11 You can create shopping lists for regular orders. Information on managing lists is covered in more detail further below.

Order cut-off times

- 12 Orders for Delivery must be placed before the order cut-off times displayed in Gilmours Online or otherwise determined by us (the relevant cut-off time for your order being referred to as the **Order Cut-Off Time(s)** in these Terms). Order Cut-Off Times may change from time to time as determined by us.

Product information

- 13 The pricing displayed is the valid pricing for your account once you login. The name, quantity and price of each item will appear in your cart. To view the product details, click on the product's name.
- 14 At the time of checkout, the prices will be updated to estimate your total charges using the price you see on the date your order is submitted.

Estimated order value and final order value

- 15 The order total shown in your cart before you finalise your order is an estimated total only. Your order confirmation email that we send you will also note your total estimated order value. The final order value is the actual price you will pay for your order (plus a service fee if applicable for Delivery) and may change from the estimated order value for the following reasons:

- 15.1 **Variable weight items** – if you have ordered items that need to be weighed (such as produce, seafood, meat and deli items from our fresh food departments) or are pre-packed items that are of variable weight, you will be charged for the actual weight of the item picked by us (at the unit price displayed in Gilmours Online at the time you placed your order). We will do our best to ensure that the items you actually get and pay for weigh as close as possible to the weight you ordered.
- 15.2 **Substitutions** –if you have agreed that substitutions are allowed on your order or if you have stated your specific needs in the Special Instructions section at checkout, the final value of your order may change as a result of us substituting one or more ordered items (that are not available) for items of an equal or lower value (compared against the price listed on Gilmours Online for the ordered but unavailable items when your order was placed).
- 15.3 **No substitutions** – if you have not agreed to allow for substitutions on your order, the final value of your order may change from the estimated order value, as a result of us removing items from your order that are not available.
- 16 The final value for variable weight items will be calculated using the unit price listed on Gilmours Online at the time your order is placed (for updated order – see clause 22 below),but using the weight of the item when your order is fulfilled.
- 17 The final value for substitutions and specially requested items will be calculated based on the price of those Gilmours Online items when your order is fulfilled.
- 18 For all other items, your final order value will be calculated based on the prices of those items listed on Gilmours Online at the time of your order is placed.
- 19 Where the final order value of your order is different from your estimated order value, this will be displayed in your final invoice for your order. This final invoice will be provided to you in hard copy with your order when it is collected or emailed to you. You can also download a copy of any recent invoices (last 90 days) through Gilmours Online in "My Invoices". To request a copy of an older invoice or statement, please contact your Gilmours Store. If you would like invoices and statements directly emailed to you, please contact your Gilmours Store.
- 20 Service fees are calculated based on the final order value.

Amending an order and order value

- 21 Once you have submitted your order to Your Gilmours Store you cannot change it via Gilmours Online. Amendments must be phoned into Your Gilmours Store or call our Customer Service Team on 0800 270 414.
- 22 If we allow you to change your order under clause 21, pricing for your order may have changed and need to be updated at the time that you change your order.
- 23 If you wish to cancel an order that is no longer required, you will need to phone Your Gilmours Store or our Customer Service Team on 0800 270 414 as soon as possible and let them know the order details you wish to cancel.

Age-restricted grocery items

- 24 **Purchase of alcohol** It is illegal for us to sell or supply alcohol to anyone under the age of 18 years. It is also illegal for you to purchase alcohol if you are under the age of 18. By ordering alcohol via Gilmours Online you are representing that you are the holder of a liquor licence and purchasing for the purposes of a business in accordance with our Terms of Trade, or you are 18 years or over and purchasing it for the purposes of a business in accordance with our Terms of Trade, and that anyone accepting delivery or collecting your order from Your Gilmours Store is 18 years of age or over. It is our policy to require proof of age if you, or anyone receiving or collecting your order for you (or with you) whether via delivery or pick up, looks under the age of 25 years. Acceptable forms of identification are:
- 24.1 18+ HANZ Card;
- 24.2 New Zealand Driver's Licence; or
- 24.3 Current Passport.
- 25 **Tobacco** It is illegal for us to sell, supply, deliver or arrange delivery of a tobacco product or herbal smoking product to anyone under the age of 18 years even if you are buying or collecting it on behalf of someone 18 years or over. By ordering tobacco products via Gilmours Online you are representing that you are 18 years or over and purchasing it for the purposes of a business in accordance with our Terms of Trade and that anyone accepting delivery or collecting your order from Your Gilmours Store is also 18 years of age or over. It is our policy to require proof of age identification as set out in clause 24 above.
- 26 If you and/or the person accepting delivery or collecting your order does not produce current and valid identification when you and/or they pick up or receive delivery of your order, we will return the age-restricted items to Your Gilmours Store. The store will contact you to arrange a new pick up or delivery time of the age-restricted items. Your Gilmours Store may cancel any order of age-restricted items if you and/or the person accepting delivery or collecting your order does not produce current and valid evidence of age identification.

Liquor licence

- 27 Click to view our Liquor Licences: [Gilmours Mt Roskill](#), [Gilmours North Shore](#), [Gilmours Manukau](#), [Gilmours Hamilton](#), [Gilmours Central](#), [Gilmours Tauranga](#), [Gilmours Wellington](#).

Access

- 28 We may refuse any application to use Gilmours Online and we are also able to reject any orders that you place. We may also, at our discretion, suspend or terminate your access to Gilmours Online at any time for any reason.

29 We will use reasonable endeavours to keep Gilmours Online free from viruses and from unauthorised access. However, we do not warrant that Gilmours Online will always operate uninterrupted or error-free or that any files available for downloading by you will be error-free or free from viruses, faults or defects.

Warranties

30 All representations, terms, warranties, guarantees, or conditions whether express or implied by statute, common law or custom of the trade or otherwise, including, but not limited to, implied warranties, guarantees or conditions of merchantability and/or fitness for a particular purpose, tolerance to any conditions or similarity to sample are excluded and expressly negated to the fullest extent permitted by law.

31 You acknowledge that you cannot rely on any representation or statement made by a representative of ours or Foodstuffs either through Gilmours Online or otherwise, other than the express wording of these Terms and applicable Terms of Trade. No representative of ours or Foodstuffs assumes any obligation or liability for any advice given to you and you accept orders purchased through Gilmours Online entirely at your own risk.

Title and risk

32 All orders placed through Gilmours Online are at our risk until delivered to you. Once delivered, risk in the goods and services passes from us to you.

33 We reserve all rights to the full extent permitted by law until the invoice for your order is paid in full.

Who owns the content of Gilmours Online?

34 Gilmours Online contains intellectual property and other proprietary information that we either own or are authorised to use. We and other third parties have intellectual property in everything that you hear, read, download or access on or via Gilmours Online (including messages, files, data, software, images, photographs and other materials). You are not permitted to do anything which breaches these intellectual property rights (like copying, modifying or reposting content) unless we allow you to.

Licence to use Gilmours Online

35 We grant you a revocable and non-exclusive, non-sub-licensable and non-transferable right to access and use Gilmours Online solely for your use and on a device that you own and/or control, all on the terms and conditions set out in these Terms.

What about links to other websites?

36 We have not reviewed all of the sites that may be linked to Gilmours Online. We are not responsible for the content or accuracy of any off-site page or other sites linked to Gilmours Online. If we include a link to another site, it does not mean we endorse it and therefore you use the link at your own risk.

37 If you have a website and want to link to ours, please contact us for prior permission.

Things you must not do

38 You must not disrupt or interfere with Gilmours Online, servers or other software, hardware or equipment connected to or via Gilmours Online. You must not break any relevant law which applies to the use of Gilmours Online. If you do any of these things or otherwise use Gilmours Online inappropriately or maliciously you will indemnify us for any loss, we suffer in connection with what you have done.

Information on Gilmours Online

39 We will endeavour to keep information on Gilmours Online as accurate and up to date as possible including all pricing shown on Gilmours Online. Descriptions or information relating to products or items displayed on Gilmours Online is provided by our suppliers and manufacturers and is not our responsibility. Any reliance upon the information shall be at your own risk. Gilmours Online may have some material which is not accurate or up to date in all respects and errors or omissions may occur. For this reason, neither us nor Your Gilmours Store warrant the accuracy or completeness of the information and, to the extent we are able to by law, **we do not accept any liability for any errors** on Gilmours Online.

40 We may update information on Gilmours Online at any time and without notice.

41 Specials advertised on Gilmours Online are subject to availability and while stocks last.

42 We and Your Gilmours Store disclaim (to the maximum extent permitted in law) all liability for any damage or loss resulting from your use of, or reliance on, Gilmours Online, any orders place using Gilmours Online or the information provided via Gilmours Online.

Collection of personal information and your privacy

43 While most personal information will be collected directly from you when you obtain a Gilmours account from Your Gilmours Store we may need to obtain personal information from you in the course of providing some of the services or content of Gilmours Online to you. Note – by using Gilmours Online, you agree we may share your information with third parties for the purpose of providing the services on Gilmours Online.

Why personal information is collected by Gilmours

44 Gilmours collects personal information from you in the course of providing some of the services or content of Gilmours Online to you (**Website Services**). Those purposes include:

44.1 To provide you with information about Gilmours and a Gilmours account application form;

- 44.2 To assist in providing goods or services you order using Gilmours Online;
- 44.3 To allow you to participate in competitions and promotions which may be available to Gilmours' customers from time to time; and
- 44.4 To provide further information to you about other Gilmours products, services, specials or promotions which we consider may be of interest to you.

45 Where possible, Gilmours will collect your personal information directly from you.

Do we disclose personal information to anyone else?

46 In providing you with the Website Services, we may sometimes need to disclose your personal information to others. It is generally our policy not to disclose information to external organisations, however, examples of organisations we may need to disclose your information to include the following:

- 46.1 Your Gilmours Store and other Gilmours stores;
- 46.2 Foodstuffs North Island Limited and its related companies and staff;
- 46.3 A person outside of Gilmours who is contracted to us (or Foodstuffs North Island Limited) to provide a particular service on our behalf; and
- 46.4 To third parties when we believe in good faith that we are required to do so by law.

47 You consent to the disclosure of your personal information to the parties listed above.

Direct marketing and consent to receive messages

48 When you register to use Gilmours Online your name, business and contact details will be added to our Gilmours database (and/or a database of Foodstuffs), and you consent to receiving messages from us from time to time. You agree that we, or any of the parties to whom we may need to disclose your personal information, may contact you by email or text message to tell you when your order has been delivered or is ready for pick up. We may also send you messages about promotions available at Gilmours.

49 You can unsubscribe from receiving electronic messages from us at any time by using the unsubscribe function in the message. If you unsubscribe we may not be able to provide you with all or some of Gilmours Online Services. We may continue to contact you in respect of any order you place or about your ongoing use of Gilmours Online.

Security of personal information

50 Security of personal information is important to us and we take all reasonable precautions to protect personal information from misuse, loss, unauthorised access, modification or disclosure. However, you acknowledge that security of the transmission of data over the internet can never be guaranteed. To the maximum extent permitted by law, Foodstuffs will not be liable for any direct or indirect damage or loss if any third party gains unauthorised access to your information.

Holding, correction and updating personal information

51 Any personal information that you provide to us will be collected and held by us at Roma Road, Mt Roskill, Auckland. Under the Privacy Act 1993 you have the right of access to, and correction of, personal information we hold.

52 If you find that information we hold about you is incorrect, please contact us immediately and we will correct it. Our contact address is 60 Roma Road, Mt Roskill, Auckland.

Cookies

53 We use cookies on this website to help us remember information you enter and improve your shopping experience. A cookie is a small piece of data that a website sends to your browser that may be stored on your system. Some information/services may be unavailable if you chose to disable your browser from accepting cookies.

How can the Terms be changed?

54 We can change the Terms or Terms of Trade at any time, without notice to you by updating them on Gilmours Online. The revised Terms will take effect when they are posted and your continued use of Gilmours Online means you agree to our revised Terms.

Governing law and disputes

55 Gilmours Online is governed by New Zealand law. If we have any issues which need to be resolved by a Court, you agree to the exclusive jurisdiction of New Zealand Courts.