



# Terms & Conditions

Sensory Haven for Kids (we, us,)

## **1. Terms of contract**

1.1 By requesting Sensory Haven 4 Kids to supply goods to you, you acknowledge you understand these terms and agree expressly to all.

## **2. Price**

2.1 The price for the goods will be quoted to you in writing or if no quote is provided, the price of the goods will be as advertised on [www.sensoryhaven4kids.com](http://www.sensoryhaven4kids.com) at the time of placing your order for goods.

2.2 GST is payable on all goods within New Zealand at the current GST rate.

2.3 Once your order is placed, a request to cancel or alter your order may result in a loss of paid funds or you may incur additional costs.

## **3. Payment**

3.1 Upon receipt of the invoice for the goods, the invoice must be paid in full within 30 calendar days.

3.2 Failure to pay the invoice will result in default interest being applied to the amount owing at a rate of 10% compounding daily until full settlement is received.

## **4. Ownership of goods**

4.1 Ownership of the goods shall not pass to you until full payment of the invoice and any other monies owing by you are paid in full.

## **5. Shipping**

5.1 For orders within New Zealand, unless otherwise agreed in writing, We will arrange the delivery or shipping of your goods and you will be responsible for the costs associated with the delivery/shipping.

5.2 You accept the risks associated with the shipping of the goods and expressly indemnify Us of any liability, cost, or damage associated with the shipping process.

## **6. Acceptance and cancellation of orders**

6.1 Sensory Haven 4 Kids may at its own discretion, accept or refuse any order or delivery of goods or cancellation of orders by providing you reasonable notice in writing. Sensory Haven For Kids shall not be liable for any loss arising from such event.

## **7. Force Majeure**

7.1 Sensory Haven 4 Kids will not be liable for any failure to perform or delay in performance of its obligations under these terms caused by a Force Majeure beyond its reasonable control.

## **8. Liability**

8.1 Sensory Haven for Kids shall not be liable for:

I. Goods you have altered or modified, not followed the goods instructions as described by Sensory Haven 4 Kids or handled them in a way which is not recommended;

II. For defects or damages caused by any third party;

III. For any loss or damages caused wholly or partly by any factors outside of our control, including but not limited to any loss resulting from a delay in productions or supply of the goods;

IV. For any in-direct loss or consequential loss of any kind; and

V. Where the terms of any written warranty or agreement have not been complied with.

8.2 Without limiting clause 8.1 above, Sensory Haven 4 Kids liability from any claim arising for loss or damage shall not exceed the value of the goods. Any claim of loss or damage must be made in writing to Sensory Haven 4 Kids in writing within 10 working days of the receipt of the goods.

## **9. Intellectual property**

9.1 All Intellectual Property rights and interests owned or used by Us in connection to Our business are owned solely by Us and permission to use these are not transferred to you unless agreed in writing.

## **10. Amendments to these terms**

10.1 We may, from time to time, change these Terms and Conditions. Any order placed or goods received after such changes will represent your agreement to the changed Terms and Conditions.

10.2 Sensory Haven for Kids will at all times display the most current version of these Terms and Conditions on our website.

## **11. Termination of agreement**

11.1 We reserve the right to terminate this agreement by providing you written notice.

11.2 You have the right to terminate this agreement on the provision all current and pending monies are paid in full.

## **12. Governing law**

12.1 These Terms governed by and are written in accordance with the laws of New Zealand.

12.2 The Courts of New Zealand have exclusive jurisdiction to hear and determine any matter, which may arise out of, or in connection with these Terms and Conditions.

## **13. Severability**

13.1 Each clause in these Terms is severable and if any clause is held to be illegal or unenforceable then the remaining clauses will remain in full force and effect.