

## **1 About us and an Overview of our Terms and Conditions**

Welcome to the The Book Box (TBB), New Zealand's only nationwide organisation lending sets of books and guided reading/chapter notes to New Zealand Schools.

We have provided this website for your use. Your access to, and use of, all information on this website (including the purchase of our products) is provided subject to the following terms and conditions. Please read them carefully. The information is intended for residents of New Zealand only.

If you have any questions or concerns in relation to the website or these terms and conditions, please contact us.

### **1.1 Acceptance of Terms and Conditions**

These terms and conditions are the terms on which The Book Box offers its book service. By placing an order you accept these terms and conditions, as amended by us from time to time. You should not place an order if you do not accept these terms and conditions.

### **1.2 Amendment of Terms and Conditions**

We reserve the right to amend these terms and conditions at any time. Your use of the website following any amendments will represent your agreement to be bound by these terms and conditions as amended. We therefore recommend that each time you access our website you read these terms and conditions.

## **2 Terminology**

In these terms and conditions, "we" "us" and "our" refers to the The Book Box T/A Inspired Education.

## **3 Your Privacy**

Our Online Privacy Policy applies to any personal information that we collect about you as a result of your accessing and using this website.

## **4 Book and Product Descriptions**

We strive to ensure that our products and services are described as accurately as possible on our website; however, we do not warrant that the description is accurate. Where we become aware of any error in description, we reserve the right to correct any error or omission.

Images have been provided for illustrative purposes only and we do not guarantee that any image will reproduce in true colour nor that any given image will reflect or portray the full design or options relating to that product.

## 5 Book Loans and Product Orders

- We supply and despatch our products to TBB orders within New Zealand only.
- We endeavour to ensure that our product and price lists are current; however, we give no undertaking as to the availability of any product advertised on our website.
- All prices on our website are in New Zealand Dollars (NZD) and are exempt of GST. We reserve the right to amend our prices at any time.
- When you order from us, we require you to provide your name, address for delivery, your email address and telephone contact. We undertake to take due care with this information; however in providing us with such information you accept that we are not liable for its misuse due to error in transmission or virus or malware.
- We undertake to accept or reject your order within seven days. If we have not responded to you within seven days, your offer is deemed to be rejected. We are not required to give reasons for rejecting your offer to order however the most likely reason for rejecting your offer will be that we do not currently have that product in stock.
- Once you have submitted an order, you may not cancel that order even if our acceptance or rejection of your offer is still pending.
- The name that will appear on your invoice will be The Book Box T/A Inspired Education.
- All risk of loss or damage to the goods passes to you when we despatch the goods.

## 6 Processing and Delivery of Orders of Purchase

### Order Processing Times:

We usually update order information every morning and early afternoon of each business day.

### Delivery Method:

Books and purchase orders are sent via courier. Deliveries may require signature.

## 7 Product Returns

Schools are asked to ensure the return of books within ONE WEEK of the due date (within 8 weeks of order or the end of the school term, whichever date is earlier). Return date is shown on the "consignment note" that is sent out with the books. Failure to return books within this timeframe will result in overdue fees being charged at \$1.00 per item, per week of being overdue. Schools are required to arrange and pay for the return of books via their local courier services.

A book is deemed lost if not returned to TBB within 28 days of the due date. After that time we will send you an invoice for its replacement. Overdue fees will still be applicable.

Schools aren't charged for general wear and tear, but books that are withdrawn from the service because they are deemed to be damaged by your school will be charged for. We will send you an invoice for its replacement.

We undertake to replace any product delivered to you that is faulty or is in a damaged condition. If you wish to return any damaged goods of order, please notify us.

We also undertake to exchange any undamaged goods of order that were ordered from us, provided they are returned unused with proof of purchase within seven days of purchase; however, we will not provide any refund of such purchase. If undamaged goods are returned to us for exchange, we do not refund any packing and postage charges incurred by the customer. Return of undamaged goods for exchange is entirely at your cost and risk. Return of books is entirely at your cost and risk.

Once you have notified us that you wish to return faulty, damaged or undamaged products, you may return the product to the TBB so long as you provide valid proof of order eg. tax invoice, receipt and/or consignment note.

## **8 Site Access**

When you visit our website, we give you a limited licence to access and use our information for personal use.

You are permitted to download a copy of the information on this website to your computer for your personal use only, provided that you do not delete or change any copyright symbol, trade mark or other proprietary notice. Your use of our content in any other way infringes our intellectual property rights.

Except as permitted under the Copyright Act 1962, you are not permitted to copy, reproduce, republish, distribute or display any of the information on this website without our prior written permission.

The licence to access and use the information on our website does not include the right to use any data mining robots or other extraction tools. The licence also does not permit you to metatag or mirror our website without our prior written permission. We reserve the right to serve you with notice if we become aware of your metatag or mirroring of our website.

## **9 Disclaimers**

You expressly understand and agree that:

(A) Your use of the TBB website and the services is at your sole risk. The TBB expressly disclaims, to the maximum extent permitted by law, any condition or warranty, express or implied, but not limited to any warranties of merchantability, fitness for a particular purpose, and non-infringement.

(B) The TBB takes all due care in providing the information on our website, but makes no warranty, to the maximum extent permitted by law that [i] the services provided will be

uninterrupted, timely, secure, or error free; [ii] the information provided on the website is error-free or reliable; [iii] the quality of any products or services obtained through the website will meet your requirements; or [iv] members are who they say they are.

(C) The TBB also takes all due care in ensuring that our website is free of any virus, worm, Trojan horse and/or malware; however we are not responsible for any damage to your computer system which arises in connection with your use of our website or any linked website.

(D) From time to time, we may host third party content on our website such as advertisements and endorsements belonging to other traders. Responsibility for the content of such material rests with the owners of that material and we are not responsible for any errors or omissions in such material.

#### **14 Limitation of Liability**

You expressly understand and agree that:

(A) The TBB shall not be liable under any circumstances for any direct, indirect, incidental, special, consequential or exemplary loss or damages, including but not limited to damages for loss of profit, goodwill, use, data, or other intangible losses that result from the service, or the ability to access the service.

(B) The TBB shall not be liable for the cost of procurement of substitute goods or services resulting from services provided by the BDS.

(C) The TBB shall not be liable for the conduct or statements of members or third parties in relation to the service.

#### **15 Indemnity**

You agree to fully indemnify the TBB from and against all claims, liability loss, costs and expenses (including the full amount of legal costs) incurred or suffered by the BDS in respect of or in connection with:

(A) Information contained in your profile;

(B) Any material, including (without limitation) messages you post to or enter on the website;

(C) Your communications with or behaviour toward other members;

(D) Your breach of these terms and conditions or any applicable laws.

#### **16 Force Majeure**

If a Force Majeure event causing delay continues for more than thirty days, we may terminate this Agreement by giving at least a Thirty Day Notice to you. "Force Majeure" means any act, circumstance or omission over which we could not reasonably have exercised control.

## **17 Hyperlinks**

The TBB website may from time to time contain hyperlinks to other websites. Such links are provided for convenience only and we take no responsibility for the content and maintenance of or privacy compliance by any linked website. Any hyperlink on our website to another website does not imply our endorsement, support, or sponsorship of the operator of that website nor of the information and/or products which they provide.

You may link our website without our consent. Any such linking will be entirely your responsibility and at your expense. By linking, you must not alter any of our website's contents including any intellectual property notices and you must not frame or reformat any of our pages, files, images, text or other materials.

## **18 Intellectual Property Rights**

The copyright to all content on this website including applets, graphics, images, layouts and text belongs to us or we have a licence to use those materials.

All trademarks, brands and logos used on this website are either owned by us or we have permission to use them. Your access to our website does not license you to use those marks in any commercial way without our prior written permission.

Any comment, feedback, idea or suggestion (called "Comments") which you provide to us through this website becomes our property. If in future we use your Comments in promoting our website or products, or in any other way, we will not be liable for any similarities which may appear from such use. Furthermore, you agree that we are entitled to use your Comments for any commercial or non-commercial purpose without compensation to you or to any other person who has transmitted your Comments.

If you provide us with Comments, you acknowledge that you are responsible for the content of such material including its legality, originality and copyright.

## **19 Jurisdiction**

These terms and conditions are to be governed by, and construed in accordance with, the laws of New Zealand. Any claim made by either party against the other which in any way arises out of these terms and conditions will be heard in New Zealand and you agree to submit to the jurisdiction of those Courts.

If any provision in these terms and conditions is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary the invalid provision will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.

## **20 Online Privacy Policy**

Our compliance with privacy legislation is set out in our separate Online Privacy Policy.