



1. Price and payment

- 1.1 All prices are in New Zealand dollars (NZD) and include GST.
- 1.2 All Goods must be paid for in full before the supply of Goods.
- 1.3 Payment must be made by cash, EFTPOS or approved credit card.
- 1.4 We accept Visa and Mastercard
- 1.5 Our prices are subject to change without prior notification.
- 1.6 Our prices may differ from other sites or retail outlets that stock the same goods.

2. Special Orders

- 2.1 At our discretion we can place a special order for an item that we do not stock or that is out of stock ("Special Order").
- 2.2 Where we agree to place a Special Order, full payment must be made in full prior to the order being placed.
- 2.3 Special Orders can be cancelled at any time before the item is dispatched (subject to the suppliers cancellation policy)
- 2.4 A full refund will be provided for Special Orders validly cancelled before the item is dispatched from the supplier.
- 2.5 In most cases, our refund and returns policy excludes Special Orders.

3. Refunds and Returns

- 3.1 Bay Skate is not responsible if you change your mind or for incorrect size choice, so please choose your Goods carefully.
- 3.2 Bay Skate is not obliged to offer a refund, however in most instances we can offer an exchange or store credit.
- 3.3 Goods must be returned within 14 days with proof of purchase in its original unused condition and packaging, including all accessories.
- 3.4 We will not refund, exchange or issue a store credit for goods that were purchased on sale or marked down.
- 3.5 Refunds will only be made at our discretion or when goods sold are faulty.
- 3.6 If a refund is permitted it will be refunded to you in the same format as the original purchase i.e., we will credit the same credit card number used to make the purchase. If a refund is required in cash, this is subject to internal procedures that may limit the size of a cash refund for security and safety. If a refund cannot be made on site it will be direct credited to the customer within 10 business days.

4. Consumer Guarantees Act 1993

- 4.1 If the Goods you have purchased from Bay Skate are faulty, we will meet our obligations in accordance with your rights as a customer under the Consumer Guarantees Act 1993 ("CGA")
- 4.2 The CGA does not apply where the product has been misused, broken or improperly operated.
- 4.3 The guarantees contained in the CGA are excluded where the goods are purchased for business purposes.
- 4.4 Where the CGA, the Fair Trading Act 1986 and other statutes imply warranties or conditions or impose obligations upon Bay Skate which cannot by law (or which can only to a limited extent by law)

be excluded or modified, then liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.

5. Warranties

- 5.1 Some Goods sold by Bay Skate are covered by manufacturer's warranties against defects.
- 5.2 If applicable, the warranty is for 12 months from the date of purchase (unless stated otherwise in the manufacturer's warranty). Some brands carry specific warranties for a longer period. Please confirm the length of warranty with us at the time of purchase of the Goods.
- 5.3 The warranty is subject to the limitations, terms and conditions as defined by the manufacturer.
- 5.4 All warranties extend to the original purchaser only and are not transferable.
- 5.5 The warranties do not extend to normal wear and tear or damage caused by abuse, misuse, negligence, and any modifications.
- 5.6 Failure to comply with the maintenance instructions will void the warranty.
- 5.7 If an item has a manufacturing fault that can be repaired, provided the fault occurs within the warranty period and the other warranty conditions are met, we will arrange to have the necessary repairs completed.
- 5.8 When it is not possible or practical to repair the item, we will replace the item with the same or similar product if available. Should a replacement not be available you will be given the opportunity to either exchange it for another item to the same value as your original purchase price or a full refund.
- 5.9 Should the item be outside its warranty period or does not meet the warranty conditions, or the fault is caused through fair wear and tear, abuse, misuse or negligence, we will, if possible assist to get the item repaired at the Customer's expense.
- 5.10 Proof of original purchase is required as a condition of warranty coverage. Please retain your original invoice/receipt.
- 5.11 All warranty claims must be referred to Bay Skate. We ask that you do not contact the manufacturer directly.

6. Liability

- 6.1 To the extent permitted by law, Bay Skate does not accept any liability for, and is not responsible for, any damage, loss or injury caused by the use or misuse of Goods sold.
- 6.2 Bay Skate will not be liable for any loss or damage of any kind whatsoever whether suffered or incurred by the Customer or another person whether such loss or damage arises directly or indirectly from the supply of goods by Bay Skate to the Customer and without limiting the generality of the foregoing of this clause, Bay Skate shall not be liable for any consequential loss or damage of any kind including without limitation, any financial loss.
- 6.3 The Customer shall indemnify Bay Skate against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Bay Skate or otherwise, brought by any person in connection with any matter, act, omission, or error by Bay Skate its agents or employees in connection with the goods. .
- 6.4 Except as provided for in the Terms, Bay Skate shall not be liable in contract, tort, or otherwise for any loss, damage or injury beyond the value of the Goods provided by Bay Skate to the Customer.

7. Gift vouchers

- 7.1 Gift Vouchers are available for purchase instore and cannot be purchased in conjunction with any other promotion or sale.
- 7.2 Gift Vouchers expire 36 months from the date of purchase.
- 7.3 Gift Vouchers may only be used for in store purchases.
- 7.4 Gift Vouchers cannot be redeemed for cash and cannot be returned for a cash refund.
- 7.5 Any unused balance will be placed in the recipient's gift voucher account and is not transferable. The original expiration date will apply to any unused balance.
- 7.6 If your order exceeds the amount of your gift certificate, you must pay for the balance with any of our accepted payments types listed in section 1.
- 7.7 Bay Skate are not responsible for lost or stolen gift vouchers.

8. Privacy

- 8.1 Bay Skate respects your privacy and complies with the Privacy Act 1993.
- 8.2 We may use and retain personal information that we collect about you to provide products and services to you and to administer orders and payments relating to your purchases from us.
- 8.3 The Customer authorises Bay Skate to collect, retain and use personal information about the Customer (including any information collected in this document) for the following purposes only:
 - Assessing the Customer's creditworthiness;
 - Disclosing to a third party details of this application and any subsequent dealings it may have with Bay Skate for the purpose of recovering amounts payable by the Customer and providing credit reference;
 - Marketing goods and services supplied by Bay Skate or its selected business partners.
- 8.4 We may send you marketing communications and information about products and services that we consider may be of interest to you. These communications can be sent in various forms, including but not limited to mail, email and SMS in accordance with applicable marketing laws.
- 8.5 You can opt out of receiving marketing communications from us by contacting us.
- 8.6 We do not sell or rent personal information to any third parties. Where you have provided information to us on a confidential basis, we will hold that information in confidence, except as required by law, to assist court proceedings, enforce or apply our terms and conditions, or protect the rights, property or safety of us, our users or others.

9. General

- 9.1 Bay Skate reserves the right, at its sole discretion, to amend these terms and conditions at any time and such variation shall take immediate effect without the Customer's consent and it is your responsibility to check the terms and conditions periodically for changes.
- 9.2 These terms and conditions are to be governed by the laws of New Zealand.
- 9.3 The New Zealand Courts have exclusive jurisdiction over any matter arising out of, or in connection with, the interpretation or application of the applicable terms and conditions.

10. Definitions

- 10.1 "Good(s)" include references to items and products and without any limitations to all roller sports equipment, accessories, merchandise, or clothing

10.2 Bay Skate includes references to “us” or “we” or “our” and refers to Napier City Council trading as Bay Skate. The Customer acknowledges that that Bay Skate is a facility owned and operated by Napier City Council trading as Bay Skate

10.3 Customer includes references to “you” or “your”.