

# Terms and Conditions

**These terms and conditions apply to the use of this website and in accessing, using or browsing this website and/or purchasing goods and/or services from this website agree to be bound by these terms and conditions. If you do not accept these terms and conditions, then you must refrain from using this website.**

For the purposes of these terms and conditions, “this website” shall mean [www.savor.co.nz](http://www.savor.co.nz)

## Savor Group Food Limited

Any reference to “Savor Group” (Savor), “we”, “our” or “us” in these terms and conditions shall mean Savor Group Food Limited.

## Amendments to terms and conditions

We reserve the right to review and amend these terms and conditions and our disclaimer from time to time. Amendments will be effective immediately and Savor has no obligation to notify you of such amendments. Your use of this website will represent an agreement by you to be bound by the terms and conditions as amended.

## Specific warnings

You must ensure that your access to this website is not illegal or prohibited by laws which apply to you. You must take your own precautions to ensure that the process which you employ for accessing this website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your computer system. Savor does not accept responsibility or liability for any interference or damage to your computer system which arises in connection with your use of this website or any linked website.

All information provided by this website is intended to be general in nature and you should not rely on it in connection with the making of any decision. While we have no reason to believe that any information contained on this website is inaccurate, incomplete or misleading, we do not warrant the accuracy, adequacy or completeness of such information. Savor does not accept any responsibility or liability for any loss or damage suffered as a result of reliance by you upon information contained on this website.

## Restricted use

You are authorised to print a copy of any information contained on this website for your personal use, unless such printing is expressly prohibited. You may not on-sell information obtained from this website without our permission.

## Intellectual property rights

Copyright of all text, graphics, logos and designs used in this website is owned or licensed by Savor Group. You may access and print material from this website provided it is used for your personal use, and not for any commercial purpose. Any reproduction of information on this website must include an acknowledgement of Savor Group’s intellectual property rights in the relevant context.

Any word or device to which is attached the ® or TM symbol is a registered trademark. If you use any of our trademarks in reference to our activities, products or services, you must include a statement attributing that trademark to us.

You must not use any of our trademarks:

- (a) In or as the whole or part of your own trademarks;
- (b) In connection with activities, products or services which are not ours;
- (c) In a manner which may be confusing, misleading or deceptive; or
- (d) In a manner that disparages us or our information, products or services (including this website).

## Linked websites

This website contains links to external websites.

Savor will not be responsible or liable for the content (including any liability arising out of any claim that the content of the linked website infringes the intellectual property rights of any third party) or privacy practices associated with any linked websites.

Any link to a website is provided to help you find sites containing information, products or services which may be of interest to you. No link to a website shall be construed as an endorsement or warranty, approval or recommendation by Savor of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained or available on or from those linked websites.

## Delivery policy

Savor does not accept responsibility for any goods not signed for on delivery. We regret we cannot accept PO Boxes as a delivery address. Work addresses are fine but please state delivery hours and all necessary information such as building number, level or office name.

The below delivery times apply for offerings;

### Gift Cards

Auckland - 1-2 working days

North Island - 1-3 working days

South Island - 2-4 working days

Food and beverage boxes delivery only to Auckland postcodes

Auckland Monday - Friday 1-2 working days product dependent

For orders to more than one destination, a freight charge will apply per delivery address. We will advise total freight charges on confirmation of your order.

Couriers can sometimes experience difficulties in delivering to apartments or gated areas because 1) there is no safe place to leave deliveries when no one is home; 2) some apartments are security coded and access to these buildings is difficult. Please ensure that someone will be home to receive your order, or consider sending the delivery to a work address. Re-direction charges will apply if the courier has to return to that apartment again to deliver the order.

We regret we do not freight products internationally.

Please note: all prices are quoted in New Zealand dollars.

## Website Privacy Policy

All information collected through or in connection with this website is controlled, stored and held by Savor or its web service provider(s) in accordance with the Privacy Act 1993. This Privacy Policy covers our use of information which is collected through or in connection with this website.

We may collect contact information about visitors to this website.

This information may be used to:

- (a) Send you news, information about our activities and general promotional material which we believe may be useful to you;
- (b) Respond to queries or requests, or process orders or applications submitted by you;
- (c) Monitor who is accessing this website or using the services offered on this website; and
- (d) Profile the type of people accessing this website.

If you do not wish to have your personal information used in this manner or for any other specific purpose, please email [info@savorgroup.co.nz](mailto:info@savorgroup.co.nz) to advise us of this.

We may utilise “cookies” which enable us to monitor traffic patterns and to serve you more efficiently if you revisit this website. A cookie does not identify you personally, but rather it identifies your computer. The type of information collected by way of a cookie includes your IP address, the date and time this website was accessed and what parts of this website were viewed and delivered. You can set your browser to notify you when you receive a cookie and this will provide you with an opportunity to either accept or reject it in each instance.

We are not responsible for the privacy policy or practices of other websites, even if you have accessed those websites using links from this website, or you linked to this website from another website. We recommend you check the privacy policy of each website you visit. We will not sell or otherwise provide your personal information to a third party, or make any other use of your personal information, for any purpose which is not incidental to your use of this website.

If you request us not to use personal information in a particular manner or at all, we will adopt all reasonable measures to observe your request but we may still disclose that information if:

- (a) We subsequently notify you of the intended use or disclosure and you do not object to that use of disclosure;
- (b) We believe that the use or disclosure is reasonably necessary to assist a law enforcement agency or an agency responsible for government or public security in the performance of their functions; or
- (c) We are required by law to disclose that information.

We will preserve the content of any email you send us if we believe we have the legal requirement to do so.

Personal information which we collect (including your contact details, and, if relevant, credit card details) is kept confidential to the best of our ability. You will appreciate, however, that we cannot guarantee the security of transmission over the Internet.

You are entitled to have access to any personal information relating to you which you have previously supplied to us over this website. You are entitled to edit or delete such information unless we are required by law to retain it.

If you wish to make an enquiry regarding any personal information relating to you which may be in our possession, [info@savorgroup.co.nz](mailto:info@savorgroup.co.nz)

## Policy for online purchases of goods and/or services

If you intend to purchase goods and/or services through this website, you must confirm your acceptance of these website terms and conditions before we will process your order. You cannot purchase goods and/or services through this website unless you are capable of making legally binding contracts. In confirming your acceptance of the website terms and conditions, you also confirm that once your offer to purchase the goods and/or services is accepted by us, your order will constitute a binding contract between yourself and Farro.

## Ordering procedure for goods and/or services

You may offer to purchase goods described on this website for the price specified on this website by completing the online order form. Your order must contain your name, email address, credit card details and any other information requested.

Once your order has been processed you will receive an automated response confirming your details and the goods ordered. A printed GST invoice will be sent to you.

The dispatch of the goods from Savor will constitute our acceptance of your offer to purchase those particular goods.

We provide no warranty as to the availability of goods advertised through this website. Any information on this website is up to date at the time it is posted on the website, but is subject to variation at any time without notice.

## Purchasing Alcohol

It's illegal for us to sell liquor to anyone under the age of 18. It's also illegal for you to buy liquor if you're under the age of 18, even if you're buying as a gift for someone else. It's illegal for you to falsify your details if you are under the age of 18 in order to buy liquor from us. It's pretty simple – if you're under 18 you're not allowed to buy alcohol online with us.

By submitting an order with us and agreeing to the Terms & Conditions you're confirming that you're over the age of 18 and legally allowed to buy liquor in New Zealand.

## Payment for goods and/or services

We will only accept credit card payment of orders placed through this website. "Savor Group Ltd" will appear on cardholder statements for any payments made via the Windcave payment gateway on this website.

You will be liable for all orders placed using your credit card details and agree to indemnify Savor against any losses, claims or damages arising from the use or misuse of your credit card details by any other person.

Prices are inclusive of goods and services tax, duties and other charges imposed or levied in New Zealand in connection with the supply of goods. Prices are exclusive of any taxes, duties or other charges imposed or levied overseas in connection with the supply of goods outside of New Zealand. Prices are also exclusive of postage and packaging charges.

Ownership and title in the goods does not pass to you until we have received payment in full. We reserve our right to increase or decrease our prices without prior notice at any time.

Our aim is for standard delivery to be within three working days, however we will notify you by phone or email should we be unable to meet that target.

Please note: all prices are quoted in New Zealand dollars.

Savor does not accept responsibility for any goods not signed for on delivery. We regret we cannot accept PO Boxes as a delivery address or rural delivery address. Work addresses are fine but please state delivery hours.

For hamper and gift card purchases a freight charge will apply per delivery address. We will advise total freight charges on confirmation of your order.

We regret we do not freight products internationally.

## Return Policy

Unfortunately, since our items are perishable, they aren't returnable unless we made a mistake in your order or in shipping. In that case, please email us within three days of your order and we will arrange for an exchange of your items.

## Gift Card Terms and Conditions

This gift reward card is redeemable for goods at any Savor venue in New Zealand.

Please treat this card as cash. It cannot be replaced if stolen or lost. It cannot be exchanged for cash. The funds available can be verified on request or at the time of purchase. No change is given and any balance that remains on the card can be used for future purchases at Savor Group Venues. This card can be purchased or topped up at checkout, please advise our staff how much you wish to place on the card (from \$10 to \$1,000).

## Use of the Site

You agree not to use the Site for any purpose that is unlawful or prohibited by these Terms. You may download the information on the Site for your own personal use but otherwise neither the Site, nor any material on it, may be scraped, copied, altered, modified, reproduced, transmitted or distributed without our prior written consent. Your use of the Site will not create, nor will you represent to have, any interests or rights in our intellectual property. You agree that you will not interfere with any other party's use and enjoyment of the Site, or damage the operation of the Site, or our systems or those of other persons who use the Site, whether by way of a virus, corrupted file, any other software or program, or otherwise. We reserve the right to suspend your use of the Site where we consider that you may have breached these Terms or the law.