

Terms of Sale

This website ("site") is operated by Blue Adventures Limited (referred to in these terms of sale as "we", "us" or "our"). These terms of sale apply to your purchase of products via our site.

Privacy Collection

- When you contact us to enquire about this site or any of our products or services.
- Through your use of this site and the services and functionality offered through it.

Use

We will only use personal information about you for the following reasons:

- 1.To record and process your orders.
- 2.To add to our database so we may inform you of specials, promotions, offers and events via email.
- 3.To respond to your queries.
- 4.Any other reasons which we may notify at the time the information is collected.

Disclosure

We may share your personal information:

- 1.To our service providers (e.g. in order to store the information).
- 2.Where the disclosure is in connection with one of the purposes for which the information was collected (e.g. to courier companies to enable deliveries).
- 3.Where we are required or authorised by law to make disclosure.

Except as provided above, we will not share your personal information with any other third parties.

Retention and Security

We will not hold your personal information for longer than is required for the purpose(s) for which it was collected.

We will ensure that security safeguards protect the information and we will take all reasonable steps to ensure that information will not be disclosed to any unauthorised person or organisation.

Access and Correction

We will take all reasonable steps to ensure that personal information held by us is accurate and up-to-date. You are entitled to obtain from us confirmation as to whether or not we hold personal information about you and you are entitled to reasonable access to this information. You may also request:

- 1.That we correct this information if it is inaccurate; and
- 2.That your details do not appear on our database.

You can make changes to your personal information by contacting us using the "Contact Us" page on this site.

Emails

We only email you if you want us to. We do not send unsolicited emails. When you register your email address with us you go on a list to receive email announcements about products, offers and promotions from us.

Every email message we send includes an email address to which you can respond. If at any time you decide you do not want to receive our emails, simply click the unsubscribe link at the bottom of the newsletter. If you unsubscribe you will continue to receive emails specifically related to your online orders.

Orders and Delivery

An order made via this site ("order") is an offer to purchase one or more products. When we receive a valid order from you, we will accept this offer by confirming via email that we have received and are processing the order.

We will deliver the products set out in your order ("products") almost anywhere in New Zealand. We do not deliver outside New Zealand, however, an overseas order may still be placed with a NewZealand delivery address. Delivery is made by courier.

We endeavour to deliver all products within 3-5 working days of us confirming receipt of the order, although this timeframe is an estimate only. If we are not able to supply the products or there is likely to be a significant delay in making delivery (e.g. because the product is out of stock or the delivery is to a rural/remote location), we will notify you as soon as reasonably possible after we become aware of this, in which case you may cancel the order (or any part of it) and you will receive a refund (including the applicable delivery charges) in respect of those products which will not be delivered (if any). We will not otherwise be liable to you for any damages, costs or expenses of any kind, suffered or incurred by you due to the order not being fulfilled or the products not being delivered within the anticipated delivery time.

The anticipated delivery charges (if applicable) will be notified to you when you complete the order, although in some cases the actual delivery charges may be higher (e.g. if the products are large/heavy or delivery is to a rural/remote location). We will notify you if the actual delivery charges are higher than those anticipated, in which case you may cancel the order (or any part of it) prior to delivery and receive a refund (including the applicable delivery charges) in respect of the cancelled order.

Please also note that deliveries to the Outer Islands (Chatham Island, Stewart Island, Kawau Island, Waiheke Island, Matakana Island, Great Barrier Island and d'Urville Island) will incur additional costs.

Authority To Leave

All Blue Adventures freight being delivered by courier should be attempted to be personally delivered to the recipient with a signature obtained in accordance with the couriers standard policy.

In a situation where a signature cannot be obtained the authorised driver has been given authority to leave the parcel where practical, unless a signature has specifically been requested. Any special delivery instructions provided on the label will be followed (ie. Leave in letterbox or at back door).

Product Descriptions

The products will comply, in all material respects, with their product descriptions appearing on this site at the time when you submit the order. If a product does not comply with its product description, you may return the product(s) and accept a refund or exchange the product(s) - for more information please see Returns.

Returns

We stand by the quality of our products and we make things right if you are not satisfied with your purchase. You can return any new products to receive a refund of the purchase price or exchange the products within 30 working days of delivery (for any reason), provided that the products are returned in their original condition with packaging and invoice. Vouchers and second hand items are exempted from our Return policy.

To return products please contact us via email bookings@blueadventures.co.nz and we will advise you on how best to return the goods to us.

Risk

The risk of any loss of, or damage to, the products will pass to you on delivery.

Pricing

The prices for the products listed on this site are in New Zealand dollars and include GST, but not any delivery charges. Blue Adventures Limited reserves the right to amend or rectify any errors in pricing or product specification within 24 hours of being notified of it or after an order has been processed.

Website Terms of Use

This website ("site") is operated by Blue Adventures (referred to on this site as "the Company, "we", "us" or "our"). Your use of this site is governed by these terms of use. By accessing and browsing this site you agree to be bound by these terms of use. We make this site available to you in order to provide information about our products and services and enable you to purchase these products and services from us online. By accepting these terms of sale, you confirm your acceptance of the Terms of Use.

Gift Vouchers

Blue Adventures Vouchers are available to purchase online. To purchase a Gift Voucher on our website, choose the Gift Voucher that you wish to purchase then add it to your Shopping Cart. Blue Adventures Gift Vouchers are not redeemable for cash.

Intellectual Property Rights

All intellectual property on this site, including without limitation any trade marks, text, graphics and copyright, is owned by us or our content suppliers. We are the exclusive owner of all rights in the compilation, design and layout of this site.

Right to Use Site and Content

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You may reproduce, copy and distribute the content of this site provided you only use that content for informational, non-commercial purposes and any reproduction includes a prominent acknowledgement of the Company's rights in the relevant content. You may not reproduce, copy or distribute the content on this site for any other purpose of in any other way without the Company's prior written consent.

Your Information

Please ensure that any information that you provide is correct, complete and up-to-date and please advise us as soon as possible if any of this information changes or you become aware of any inaccuracy in the information you have provided. If you are providing information about a person other than yourself, you warrant that you are authorised by that person to provide that information.

Content

We endeavour to ensure that any content will be current, accurate or complete when you access it. However, we will take steps to correct any error or inaccuracy in any content which is brought to our attention within a reasonable time.

Force Majeure

We will not be responsible for any delay or failure to comply with our obligations under these terms of sale if the delay or failure arises from any cause which was beyond our reasonable control. This does not affect any of your statutory rights.

Consumer Guarantees Act

If the products are subject to the New Zealand Consumer Guarantees Act 1993 ("CGA"), you may have statutory rights and remedies which are not excluded nor limited by the above provisions unless you are acquiring the products for business purposes, in which case all of the above exclusions and limitations will apply and the CGA will not apply.

All Liability Excluded

To the extent permitted by law:

- all warranties, representations and guarantees (whether express, implied or statutory) are excluded, including without limitation, suitability, fitness for purpose, accuracy or completeness of this site or the content on or accessed through it; and
- we will not be liable for any damages, losses or expenses, or indirect losses or consequential damages of any kind, suffered or incurred by you in connection with your access to or use of this site or the content on or accessed through it.

If your use of this site or its content is subject to the New Zealand Consumer Guarantees Act 1993 ("CGA"), you may have rights or remedies which are not excluded nor limited by the above. If you are using this site or its content for business purposes, the above exclusions and limitations will apply and the CGA will not apply.

Risk Watersport Activities

By purchasing kiteboarding equipment, you confirm that you are a confident kiteboarder or intend to book in for kiteboarding lessons with a professional kiteboarding school. We also highly recommend you book a SUP lesson before you purchase stand up paddle boarding equipment.

In participating in watersports there are risks, which include the possibility of serious harm, emotional trauma, death, property damage, mental injury or disturbance and any other loss, which you, your family and/or friends may suffer.

The activities provided by Blue Adventures Limited are adventure activities that involve significant hazards. Whilst Blue Adventures Limited cannot guarantee your safety, we will take all practicable steps to ensure your safety. Knowing this, we require you to sign our Risk Disclosure form before your lesson, declaring that you still wish to participate in the activities provided by Blue Adventures Limited at your own risk and accept full responsibility for your own actions or inactions.

Additional Terms

Additional terms and conditions may apply for certain products or services which may be available through this site and any such additional terms and conditions must be read in conjunction with these terms of use.

Amendments

We may amend these terms of use from time to time, so you should check and read these terms of use regularly. By continuing to use this site after any such amendment, you are deemed to have agreed to the amended terms of use.

Jurisdiction and Governing Law

These terms of use and any matters or disputes connected with this site will be governed by New Zealand laws and will be dealt with in New Zealand courts.

This site and its content is made available for the purposes of shopping online or booking an activity with Blue Adventures and providing information about Blue Adventures products.

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