

## **TERMS & CONDITIONS**

### **Disclaimer**

The use of monaghansfoodservice.co.nz implies that the user has read, understood and agreed to the terms and conditions of the site. Monaghan Enterprises Limited does not manufacture the products listed. Monaghan Enterprises Limited does not accept any liability with respect to loss, damage, death or injury, including consequential loss or damage arising from any misinformation against products listed on www.monaghansfoodservice.co.nz.

### **Terms of Sale**

You accept that, when ordering products on monaghansfoodservice.co.nz, you must have authority to purchase products on behalf of your company/sole-proprietor/partnership/trust/co-operatives or non-profit organisation, and that you are bound by the usual Terms & Conditions of Sale between yourselves and Monaghan Enterprises Limited.

### **Registration Details**

You accept that the information you have provided throughout the registration process is, to the best of your knowledge, true and correct, and that any false or misleading information is likely to result in the rejection of your application.

### **Individual Access**

You accept that the login ID and password provided to you are for your individual use only, and that you will ensure that (a) these details are not communicated to any third party, and (b) that no other individual will log in using your account. Monaghan Enterprises Limited will take every precaution to ensure the confidentiality of said details.

### **Change of Employer**

You accept that, should you leave the employment of your organisation, it is your sole responsibility to notify Monaghan Enterprises Limited in writing or by way of emailing the correct details to monaghan@xtra.co.nz. Monaghan Enterprises Limited accepts no responsibility for the misuse of the monaghansfoodservice.co.nz logins by ex-employees or associates of its customers.

### **Accuracy of Information**

You accept that, whilst all care is taken to ensure the information presented by the monaghansfoodservice.co.nz site is at all times correct and accurate, errors and omissions may occur, and that Monaghan Enterprises Limited accepts no liability for such occurrences. Examples of these occurrences are wrong quantities on hand, zero rated pricing, inaccurate product sizes/descriptions. Wherever possible, Monaghan Enterprises Limited will try to correct the occurrence to ensure a reasonable solution is met.

### **Privacy**

By agreeing to registration, and unless Monaghan Enterprises Limited is advised by the qualifying customer, each qualifying customer consents to the information which they submit on their registration being entered into a database. Monaghan Enterprises Limited may use this information for marketing purposes without any further reference or payment or other compensation to the qualifying customer. Any request to access, update or correct any information should be directed to Monaghan Enterprises Limited. All information shall be kept in accordance with the Privacy Act 1993.

### **Copyright**

You accept that all aspects of the monaghansfoodservice.co.nz site are the intellectual property of Monaghan Enterprises Limited, and as such are copyrighted and cannot be used anywhere else without the express written permission of Monaghan Enterprises Limited. This copyright includes (but is not limited to) text, images, page layout, site functionality, and source code.

### **Termination of Access**

The Monaghan Enterprises Limited webmaster reserves the right at their absolute discretion at any time to exclude any customer from monaghansfoodservice.co.nz or cancel the registration of any customer.

### **General**

These terms and conditions may be amended at any time without notice and your access to this site may be terminated at any time without notice. Your continued use of this site following such amendment of these terms will represent an agreement by you to be bound by the terms as amended. Where your access to this site is terminated, all disclaimers and limitations of liability set out in these terms will survive.

All prices displayed on this website are stated in NZ dollars and (unless specified) exclude freight, other charges and GST, and are subject to change without notice (E & OE). While every care has been taken to ensure that the information and data is accurate, Monaghan Enterprises Limited accepts no liability for any change without notice, errors or omissions.