



TERMS AND CONDITIONS

1. WELCOME TO CURRY LEAF, ONEHUNGA

1.1 Thank you for visiting www.curryleaf.co.nz, ordering food from us. To ensure you fully understand the terms of sale please read these terms and conditions carefully.

2. DEFINITIONS

2.1 In this agreement:

‘food’ shall mean all food and other goods ordered by you through the website;

‘price’ shall mean the cost of the food order by you through the website;

‘privacy policy’ means our privacy policy posted on the website;

‘restaurant’ means the Curry Leaf, Onehunga supplying food to you through the website.

‘terms and conditions’ shall mean the terms and conditions set out in this document;

‘we’, ‘us’ and ‘our’ shall mean Red Chillies ltd trading as Curry Leaf, Onehunga and its directors, agents and employees;

‘you’ shall mean the customer, its agents and employees or any person acting on behalf of and with the authority of you, or any person purchasing food from the website;

‘website’ means www.curryleaf.co.nz.

‘website content’ shall collectively mean all information and content available on the website, including but not limited to logos, text, buttons, icons, graphics, data compilation, images and audio clips.

3. ACKNOWLEDGEMENT

3.1 You acknowledge that all food ordered by you through the website will be supplied by the restaurants and your contract for the supply of food will be with the restaurant on these terms and conditions.

4. REGISTRATION

4.1 Any user that registers with the website must be 18 years old or over.

4.2 Please note that each registration is personal to that user only. We do not allow any user to share their user name and password with any other person nor do we allow multiple users on the website with one registration. To the maximum extent permitted by law, we exclude all liability for any loss, cost or expense you incur arising directly or indirectly from you sharing your user name or password with any other person.

4.3 Please do not hesitate to contact us if you find or suspect that someone has obtained your password. We will then, at our reasonable discretion, place on hold or cancel your registration.

4.4 We may suspend or cancel your registration at any time if you breach these terms and conditions or if we consider that your account is being hacked.

5. ACCEPTANCE

5.1 By placing any order for food on the website, you accept and agree to be bound by these terms and conditions without limitation or qualification.

5.2 We may revise these terms and conditions from time to time by updating the posting of this document on the website or giving notice to you. We therefore strongly advise you to carefully read these terms and conditions whenever you make an order for food or submit any information to us.

6. PRICE AND PAYMENT

6.1 The price of the food payable by you shall be the price displayed on the website at the time of order.

6.2 We require payment in full at the time you place an order through the website.

6.3 If you use a credit card to pay for food, we may charge you credit card fees in addition to the price of the food.

6.4 A restaurant may withhold the provision of any food until all amounts due by you have been paid.

6.5 You indemnify us for all losses, costs, expenses and claims we incur if a bank determines (whether acting reasonably or otherwise) that a payment made by you is a fraudulent payment.

7. ORDERS

7.1 You may only cancel an order for food from the website if you give at least 24 hours' notice by email or telephone, which must be provided direct to the restaurant with a copy to us.

7.2 An order will only be fulfilled by a restaurant once it has been accepted by the restaurant via a text message or email to you. A restaurant may reject an order for any reason whatsoever.

7.3 If a restaurant rejects your order for food, we will refund to you any payment for the food, less any surcharges paid by you, such as credit card surcharges. We will have no further liability to you for rejected orders.

7.4 Once an order is placed through the website and accepted by the restaurant, you will be advised about the processing time of the order via a text message or email from the restaurant. Delivery times provided by the restaurant are an estimate only.

7.5 If you have any allergies, including without limitation to dairy, nuts or gluten, or any special requirements for your food whatsoever, you must place your order directly with the restaurant by visiting or calling the restaurant direct.

7.6 The restaurant may ask you to present your credit card on pickup or delivery in order to confirm your card number and identity.

Delivery hours

Delivery hours are set from MON TO FRI – 11:00am – 2:30pm and MON TO SUN : 05:00PM — 09:00PM

All orders and payments received within delivery hours will be delivered within 01hour approximately. Orders received after delivery hours will be delivered the following day.

8. DEALS

8.1 A restaurant may change/remove deals anytime without any notice.

9. RISK AND DEFECTS

9.1 The risk of any loss or damage to any food sold, or deterioration of the food, due to any cause whatsoever shall pass to you upon delivery of the food to you.

9.2 You shall inspect the food on delivery and you shall, within 24 hours of delivery, notify us and the restaurant of any alleged non-compliance, shortage in quantity, damage or failure to comply with the description (as applicable). If you fail to comply, the food shall be presumed to be in accordance with these terms and conditions and free from any damage or defect and neither we nor the restaurant shall not incur any subsequent liability whatsoever in relation to the food.

9.3 If we agree in writing that you are entitled to reject food, we will refund the purchase price of the food to you.

9.4 Food supplied to you is not able to be returned or exchanged except as otherwise set out in these terms and conditions, provided that nothing in these terms and conditions shall prevent a customer to whom the Consumer Guarantees Act 1993 ('CGA') applies from exercising any remedies that customer may have under the CGA.

10. COMPLAINTS

10.1 If you have any complaints in relation to food supplied by a restaurant to you, please contact restaurant within 24hrs.

11. LIMITATION OF LIABILITY

11.1 The CGA, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon us which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on the restaurant, our and the restaurant's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the lesser of the minimum extent required by the relevant statute or the fees paid under the invoice for the food and services.

11.2 Except as otherwise provided by clause 9.1, we and the restaurant shall not be liable for any loss or damage of any kind whatsoever, arising from the supply of food and services to you, including consequential loss whether suffered or incurred by you or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from the services provided by us to you.

11.3 The guarantees contained in the CGA are excluded where the restaurant provides food for the purposes of a business in terms of sections 2 and 43 of the CGA.

11.4 Neither we nor the restaurant will be liable to you for any loss or damage arising out of or in connection with any delay or failure to perform the terms of the contract of supply where such delay or failure is caused directly or indirectly from causes beyond our control.

12. WARRANTIES

12.1 No representation, condition, warranty or premise expressed or implied by law or otherwise applies to food except where food is supplied pursuant to the CGA (subject to clause 9.3).

12.2 We make no warranty whatsoever as to the availability of the website. We will have no liability to you if the website is down for any reason, including, without limitation, an outage caused by routine maintenance, upstream provider outage or a malicious virus.

13. INDEMNITY

13.1 You indemnify us and the restaurant against any actions, proceedings, losses, damages, liabilities, claims, costs and expenses including fines, penalties, legal and other professional costs on a full indemnity basis, that we or the restaurant incur or suffer as a direct or indirect result of: the provision of food and services by a restaurant to you; any breach of these terms and conditions by you; or a bank requesting a refund of a payment made by you due to fraud.

14. PRIVACY AND SECURITY

14.1 Please read our privacy policy so that you understand how we collect, use and store information about you.

14.2 The website uses SSL and we do not store your credit card information. All payments are handled by a secured third party.

14.3 Safe payment systems – Curry Leaf, Onehunga uses “Payment Express” to securely authorise credit card payments before any charges are made. For further information regarding “Payment Express” and how it encrypts and processes transactions, please visit www.paymentexpress.com.

15. COPYRIGHT

15.1 The website content is our property and protected by law, including laws governing copyright and other intellectual property rights.

15.2 Unless otherwise expressly authorised by law, you may not use, transfer or copy any of the website content for public or commercial use without our permission. You may only print, download extracts or use any pages of the website content for your personal use. You acknowledge our status as the owner of the website content.

16. ACCURACY OF INFORMATION

16.1 We will make reasonable endeavours to provide accurate information regarding food and services, prices, images and colours on the website. However, to the maximum extent permitted by applicable laws, we do not warrant that the price, descriptions, text, colours, contents or other images on the website are comprehensive, error-free or completely accurate.

16.2 We reserve the right to make changes to any part of the website, prices or food available from the website at any time with or without prior notice.

17. GENERAL

17.1 All prices on the website are in New Zealand dollars and include GST. All transactions will be billed to you in New Zealand dollars.

17.2 All notices sent to you pursuant to these terms and conditions will be sent by email to the email address provided by you at the time of order or registration.

17.3 These terms and conditions shall be binding on the legal representatives, assignees and successors of the parties.

17.4 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

17.5 No failure or delay on the part of either party in exercising any power or right under these terms and conditions will operate as a waiver, nor will any single or partial exercise of such right or power preclude any other or future exercise of the same, or any other right or power contained in these terms and conditions.

17.6 For the purpose of section 4 of the Contracts (Privacy) Act 1982, the undertakings contained in this agreement are intended to create a benefit in favour of, and enforceable by, our directors, agents and employees and the restaurant.