

# CUSTOMER TERMS

## 1. Terms

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- 1.1 These terms apply when you access and use the Dollarforschools Platform as a customer.
- 1.2 By registering for an Account, or placing a Customer Order as a Guest, you accept these terms. If you do not accept these terms, you must not use the Dollarforschools Platform.
- 1.3 If any of these terms are not enforceable for any reason, that part of the terms will be deleted and the rest of these terms will apply.
- 1.4 We reserve the right to make changes to these terms by uploading updated terms on the Dollarforschools Platform. You will be bound by the terms that are in effect at the time you access and/or use the Dollarforschools Platform. Your continued use of the Dollarforschools Platform represents your agreement to be bound by the terms as amended. If you do not agree with our amended terms, you must stop using the Dollarforschools Platform.

## 1. Definitions and Interpretation

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- 1.1 In these terms:

**Account** means a customer account on the Dollarforschools Platform.

**Customer Order** means an order made by you using the Dollarforschools Platform for the purchase of Goods from a Supplier.

**Delivery Location** means the location where the Supplier must deliver Goods, as specified in a Customer Order.

**Dollarforschools Platform** means our progressive web application.

**Goods** means goods purchased by you from Suppliers on the Dollarforschools Platform, which, in the case of Shop Now Orders, may include vouchers that entitle you to receive performance of services from a Supplier.

**Guest** means a one-off user of the Dollarforschools Platform, who uses the Dollarforschools Platform to place a Customer Order.

**Price** means the price for the Goods as shown on the Dollarforschools Platform.

**School** means a school that you specify for Goods to be delivered to or contributions to be received by.

**School Lunch Order** means a Customer Order which relates to the delivery of Goods that are food items to a School and are specified on the Dollarforschools Platform as a 'School Lunch Order'.

**Shop Now Order** means a Customer Order that is not a School Lunch Order and is specified on the Dollarforschools Platform as an 'Instant Fundraiser'.

**Stripe** means Stripe Payments Europe Ltd, our payment provider.

**Suppliers** means suppliers that list Goods for sale on the Dollarforschools Platform and **Supplier** means any one of them.

**We, our or us** means Dollarforschools Limited (company number 7686696).

**You and your** means you, the customer.

## 2. Account

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- 2.1 In order to purchase Goods in accordance with these terms, you may register for an Account.

- 2.2 If you do not register for an Account, you can use the Dollarforschools Platform as a Guest and the provisions of clauses 2.3 and 2.4 will not apply to your use of the Dollarforschools Platform.
- 2.3 When registering for an Account, you must provide or upload the information specified on the Dollarforschools Platform, as well as any other information reasonably requested by us during the Account registration process.
- 2.4 You acknowledge that if there are any changes to the information provided by you when registering for an Account, those changes must be updated by you on the Dollarforschools Platform.

### 3. Orders

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- 3.1 You may order Goods by completing a Customer Order on the Dollarforschools Platform.
- 3.2 Your Customer Order must provide the following:
- (a) **Personal Details:** If you are a Guest, your name and contact details;
  - (b) **Goods:** The Goods you wish to purchase;
  - (c) **Delivery:** If the Goods are to be delivered, and:
    - (i) The Customer Order is a School Lunch Order, the date that the Goods are to be delivered to the School; or
    - (ii) The Customer Order is a Shop Now Order, and the Supplier provides for a delivery option, the Delivery Location;
  - (d) **Collection:** If the Customer Order is a Shop Now Order and the Goods are to be collected by you, the time that you will collect the Shop Now Order, which must be at least ten minutes after the Shop Now Order is made by you; and
  - (e) **Other relevant information:** Any other relevant information or instructions (including instructions in relation to dietary requirements, if applicable).
- 3.3 Your agreement with the Supplier relating to supply of the Goods will only be formed once we have confirmed your Customer Order by sending you an email notification. You cannot cancel a Customer Order once we have provided that confirmation to you, unless we agree in writing.

### 4. Goods

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- 4.1 Where the Good purchased under a Customer Order is a voucher which entitles you to receive the performance of services by the Supplier, that voucher will not be redeemable as cash and will otherwise be subject to the Supplier's usual terms and conditions for vouchers and/or the particular services offered in respect of the voucher.
- 4.2 If, in your reasonable opinion, the quality of the Goods provided to you by a Supplier is not of a reasonable standard, or if the Goods provided to you are incorrect, you can notify the Supplier using the contact details showing within the email confirmation of your Customer Order or displayed on the Dollarforschools Platform
- 4.3 After considering any concern raised by you under clause 4.1, the Supplier (at your option) must:
- (a) Re-supply the Goods; or
  - (b) Reimburse you for the Price of the Goods.
- 4.4 If your concern is not resolved in a satisfactory manner after you notify the Supplier in accordance with clause 4.1, you may raise the concern directly with us using the details shown on the Dollarforschools Platform. We will contact the Supplier directly after receiving

notification from you and endeavour to assist in reaching a solution between you and the Supplier.

## **5. Price and Payment**

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- 5.1 The price for the Goods will be as specified on the Dollarforschools Platform.
- 5.2 You must pay the Price for the Goods in full, without deduction or setoff, at the time you place a Customer Order.
- 5.3 You may pay by Credit Card or Debit Card using Stripe. This will incur a transaction fee, the amount of which will be determined by Stripe from time to time.
- 5.4 We do not store your payment details on the Dollarforschools Platform and these must be provided by you whenever you make a Customer Order.
- 5.5 We will pay a contribution from each Customer Order to the School specified by you on the Dollarforschools Platform. The amount of the contribution will be shown on the Dollarforschools Platform at the time of placing of the Customer Order.
- 5.6 You acknowledge, in circumstances where you nominate a School as a recipient of a contribution which is not registered on the Dollarforschools Platform, that we do not have a relationship with that School and make no representation of association between Dollarforschools and that School.

## **6. Liability**

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- 6.1 To the extent we are legally able to limit our liability, we will not be liable to you for any reason relating to your use of the Dollarforschools Platform, or a Supplier's acts or omissions.
- 6.2 Nothing in these terms limits any rights you have against a Supplier under the Consumer Guarantees Act 1993.
- 6.3 For the avoidance of doubt, we make the Dollarforschools Platform available to enable use by customers and suppliers for transactions. We are not a party to any sale or purchase of Goods on the Dollarforschools Platform and give no guarantee or warranty in relation to any Goods listed on the Dollarforschools Platform. We will not be liable to you for:
  - (a) any Goods that are listed on the Dollarforschools Platform;
  - (b) the safety, quality or legality of any Goods listed on the Dollarforschools Platform;
  - (c) the accuracy or truth of any listing of Goods on the Dollarforschools Platform;
  - (d) any guarantees or assurances that a Supplier makes regarding Goods listed on the Dollarforschools Platform, including any implied warranties.

## **7. Termination**

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- 7.1 Our agreement may be terminated immediately by either party giving written notice to the other, or by your cancellation of your Account.

## **1. General Provisions**

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- 1.1 These terms constitute the entire agreement and understanding of you and us relating to the matters dealt with in these terms and supersedes and extinguishes any previous agreement, discussions, negotiations, promise, assurance, warranty and representation (whether oral or written) between you and us in relation to such matters. Nothing in this clause 8 operates to limit or exclude any liability for fraud.
- 1.2 We will not be deemed to have waived any right under these terms unless the waiver is in writing and signed by us. A failure to exercise or delay in exercising any right by us under these terms will not operate as a waiver of that right. Any such waiver will not constitute a waiver of any subsequent or continuing right or of any other provision in these terms.

- 1.3 These terms, and any claims arising out of or in connection with it or its subject matter or formation (including non-contractual claims), will be governed by and construed in accordance with the laws of New Zealand and you and we irrevocably submit to the exclusive jurisdiction of the courts of New Zealand for any matter arising under or relating to these terms or its subject matter or formation or the relationships established by it (including non-contractual claims).