

Terms and Conditions

These terms and Conditions outline the rules and regulations for the use of H&A Kiwi Services Ltd and Car Greening Ltd Website. H&A Kiwi Services Ltd and Car Greening Ltd Website is located at: 59 Dundale Ave, Blockhouse Bay, Auckland, New Zealand 0600

Conditions of entry to car wash

By entering into and remaining on our premises, you agree to pay all fees payable for your wash service and agree to be bound by these terms and conditions.

If you do not accept these conditions, please leave our premises immediately.

To ensure that your property is kept safe please remove all valuables from your vehicle prior to leaving it with one of our attendants. Car Greening will abide by its obligations pursuant to the New Zealand Customer Law, and these terms and conditions should not be taken to limit those obligations.

Other than as provided for in the New Zealand Consumer Law, H&A Kiwi Services and Car Greening expressly disclaims liability for any loss, damage or injury whatsoever which is suffered or sustained in connection with your participation in or making available your vehicle for the provision of car wash services.

You indemnify members of the H&A Kiwi Services and Car Greening against any liability, injury, loss or damage which may be suffered, incurred or sustained arising out of, relating to, or in any way connected with, any act or omission (including negligence) by You, your vehicle or Your breach of these terms and conditions.

By accessing this website, we assume you accept these terms and conditions in full. Do not continue to use H&A Kiwi Services Ltd and Car Greening Ltd Website if you do not accept all of the terms and conditions stated on this page. The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing law of New Zealand. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Unless otherwise stated, H&A Kiwi Services Ltd and Car Greening Ltd Website and/or it's licensors own the intellectual property rights for all material on H&A Kiwi Services Ltd and Car Greening Ltd. All intellectual property rights are reserved. You may view and/or print pages from <https://www.gcg.nz> for your own personal use subject to restrictions set in these terms and conditions.

You must not:

Republish material from <https://www.gcg.nz>

Sell, rent or sub-license material from <https://www.gcg.nz>

Reproduce, duplicate or copy material from <https://www.gcg.nz>

Redistribute content from H&A Kiwi Services Ltd and Car Greening Ltd (unless content is specifically made for redistribution).

Hyperlinking to our Content

The following organizations may link to our Web site without prior written approval:

Government agencies;

Search engines;

News organizations;

Online directory distributors when they list us in the directory may link to our Web site in the same manner as they hyperlink to the Web sites of other listed businesses and Systemwide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other Web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

We may consider and approve in our sole discretion other link requests from the following types of organizations:

Commonly-known consumer and/or business information sources such as Chambers of Commerce, and Consumers Union; dot.com community sites; associations or other groups representing charities, including charity giving sites, online directory distributors; internet portals; accounting, law and consulting firms whose primary clients are businesses; and educational institutions and trade associations.

We will approve link requests from these organizations if we determine that:

(a) the link would not reflect unfavorably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, shall not be allowed to link);

(b) the organization does not have an unsatisfactory record with us;

(c) the benefit to us from the visibility associated with the hyperlink outweighs the absence of, and

(d) where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.

These organizations may link to our home page, to publications or to other Web site information so long as the link:

(a) is not in any way misleading;

(b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and

(c) fits within the context of the linking party's site.

If you are among the organizations listed in paragraph 2 above and are interested in linking to our website, you must notify us by sending an e-mail to info@gcg.nz .

Please include your name, your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our Web site, and a list of the URL(s) on our site to which you would like to link. Allow 2-3 weeks for a response.

Approved organizations may hyperlink to our Web site as follows:

By use of our corporate name; or

By use of the uniform resource locator (Web address) being linked to; or

By use of any other description of our Website or material being linked to that makes sense within the context and format of content on the linking party's site.

No use of H&A Kiwi Services Ltd and Car Greening Ltd logo or other artwork will be allowed for linking absent a trademark license agreement.

Reservation of Rights

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our Website. You agree to immediately remove all links to our Website upon such request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to our Website, you agree to be bound to and abide by these linking terms and conditions.

Removal of links from our website

If you find any link on our Website or any linked website objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you.

Whilst we endeavor to ensure that the information on this Website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the Website remains available or that the material on the Website is kept up to date.

Content Liability

We shall have no responsibility or liability for any content appearing on your Website. You agree to indemnify and defend us against all claims arising out of or based upon your Website. No link(s) may appear on any page on your Website or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third-party rights.

Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our Website and the use of this Website (including, without limitation,

any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill). Nothing in this disclaimer will:

limit or exclude our or your liability for death or personal injury resulting from negligence;

limit or exclude our or your liability for fraud or fraudulent misrepresentation;

limit any of our or your liabilities in any way that is not permitted under applicable law; or

exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the Website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

Customer Service Website Policy

H&A Kiwi Services Ltd and Car Greening Ltd is committed to providing exceptional customer service and quality products. We endeavor to make sure that all products and services listed on our website are currently in stock and pricing is true and correct. Standard delivery time frames are between 3-7 business days; in the event that an ordered item is not available or we are unable to fulfil your order we will notify you within 2 business days to arrange an agreeable alternative item, a backorder or a full refund. Best effort to make contact will be made using the details supplied at the time of purchase.

Voucher packs Terms & Conditions

- Frequent User Voucher Packs can only be redeemed at the site selected at purchase
- Individually purchased vouchers at full retail may be purchased for use at the selected site at purchase.
- All gift cards expire 2 months from the date of purchase and cannot be extended.
- Packs cannot be refunded or used in conjunction with any other offer

- In the event of a store closure, an alternate site will be nominated to accept the closed store's outstanding Packs

- Packs must be presented on redemption

Online Bookings

- Online Bookings must be used at the site for which it was purchased.

- The site reserves the right to charge extra for heavily soiled vehicles.

- H&A Kiwi Services Ltd and Car Greening Ltd reserve the right not to offer a refund or alternate booking should the customer not keep the appointment

- No additional discounts may be offered in conjunction with any Online booking discounts

REFUND POLICY

Please choose carefully as we do not offer refunds on gift cards, online booking appointments missed or e-Coupons.

SECURITY POLICY

When purchasing from H&A Kiwi Services Ltd and Car Greening Ltd your financial details are passed through a secure server using the latest 128-bit SSL (secure sockets layer) encryption technology. 128-bit SSL encryption is approximated to take at least one trillion years to break, and is the industry standard. If you have any questions regarding our security policy, please contact our customer support centre info@gcg.nz

Privacy Policy – Personal Information

H&A Kiwi Services Ltd and Car Greening Ltd – (“we” or “us”) provide services which require us to collect, store and use your personal information in accordance with this Privacy Policy.

1. Respecting your privacy

This policy sets out how we collect and may deal with your personal information. We respect your privacy and will only deal with any personal information that we have collected in accordance with this policy, as updated from time to time.

2. Types of Personal Information we may collect

In order for us to effectively provide our car wash services, we MAY collect personal information from you. This may include:

Identification and payment information:

- full name;
- credit/debit card details;

Contact information

- residential address;
- phone number(s);
- email address;

Other information

- vehicle details;
- Rego No.
- images and/or recordings onsite at our stores.

3. How we might collect your personal information

There are a number of circumstances in which we may collect your personal information. The primary occasions will be when you provide us with the information yourself (including by email, phone, internet through use of our website or social media, or any other medium), when a third party (e.g. if a gift voucher is purchased for you) provides us with the information or if we ask you for personal information.

4. How we will use your personal information

We use your personal information to provide our car wash and associated services. We will use your identification and contact information to correspond with you, as necessary, in order to provide our services.

We may use your personal information for the purpose of research and development of our products and services, staff training and communicating with you about promotions we offer. We may tell you about these services and offers via mail, email, telephone or any other means of direct communication. You may opt-out of receiving direct marketing at any time by contacting us on the details provided in the “Contact Us” section of this Privacy Policy.

Your personal information may be disclosed to third parties (such as credit reporting agencies, as necessary) and to our business partners to facilitate the provision of our services to you. We may use images or recordings of you at our stores or events, in our social media accounts, training programs and/or for marketing purposes.

If you do not agree with your personal information being treated in accordance with this Privacy Policy, you should not provide your personal information to us, or consent to a third party doing so, nor should you utilise our services. However, if we are not provided with the personal information we need, we may not be able to provide you with the service you want or we may be restricted in the way that we provide the service.

5. How we keep your personal information secure

We understand the importance of keeping your personal information safe and take reasonable steps to protect your information from unlawful access or disclosure. We adopt a high standard in commercial practices to secure both physical and digital forms of your information.

6. How to access your personal information

You are entitled to access your personal information held by us and can update our records at any time. You must provide us with a written request to access your personal information. Please see the “Contact Us” section of this Privacy Policy for contact details.

7. What to do if you have a complaint

If you are concerned about how we have collected, stored or used your personal information, you can lodge a written complaint. Please provide your current contact details and a daytime contact phone number, together with a detailed summary of your concerns. We will consider and determine whether the matter requires investigation and will take appropriate action to address the issue.

8. Changes to our policies

We may make changes to our privacy policy from time to time. Our current policy will be available on our Website and you may request a hard copy of our policy at any time by sending us a written request.

9. Internet and Website Usage

In accessing our Website, you acknowledge that we may automatically collect certain information which we will use to improve our services by understanding how persons use our website. The information we may collect includes the details of your browser, software and hardware specifications and search terms entered to locate our website.

Third Party Sites: If you use our website, you may follow links to third party websites which are neither owned nor controlled by us. We do not accept any responsibility for you navigating to third party websites from our website, nor the consequences of doing so.

Antivirus software: You should ensure that your antivirus software is regularly updated and maintained in order to limit the risk and damage of malicious acts caused through internet activity.

Contact us

You can contact us by email, telephone or post, using the contact details contained on our website.