

SPA WORLD NEW ZEALAND LIMITED - TERMS AND CONDITIONS OF SALE



DELIVERY: (if required)

Our driver will assist you to get your spa to its position. Barrier free access is required. i.e. no fences, tight corners, high decking, steps. If the product cannot get to its position because the access is not barrier free and the product has to go back to the depot and be delivered at another date, a service fee, storage fee and another delivery fee will be charged. Deliveries may require you to supply a minimum of 3 adults to assist, not including our driver.

If delivery is included on your Sales Order to your property:

Portable Delivery: Product up to 2.3m Square:

Delivery includes 1 x person and a trolley. A clear pathway from your driveway is required, it is important to note that once on its side the spa becomes 1 metre wide, 3 metres long and up to 2.6 metres high. You need to walk through your property from the driveway to the spa's final position with these measurements and any corner manoeuvring in mind.

Entertainer/Swim Spa Delivery: Product larger than 2.3m Square & Swim Spa Product:

Delivery is included to your property; the product needs to be put into position with either a Hiab or Crane Lift (Hiab or Crane not Included unless specified on your Sales Order Confirmation and is an additional cost). To trolley a Swim Spa or Larger Spa into position is Non-Standard and needs to be quoted prior to delivery.

Out of Area/Gateway Delivery:

Delivery outside Metropolitan areas may be completed by general carriers and will only deliver the product to the roadside kerb, you will need to have the product moved into position.

Please email any photos & measurements to: delivery@spaworld.co.nz if you are unsure of your site access.

NOT INCLUDED:

1. Hi-ab lift of spa (Unless specified on your Sales Order Confirmation)
2. Hi-ab lift of Swim Spa (Unless a VIP delivery has been purchased)
3. Crane lift of spa (Unless specified on your Sales Order Confirmation)
4. Electrical supply, connection or outlets or hardwiring of your spa. Excavation of any kind.
5. Level concrete slab or preparation of your site
6. Heat Pump Installation is not included (Unless a VIP delivery has been purchased)
7. Build & Installation of Cover Lifter (Unless a VIP delivery has been purchased)
8. Build & Installation of Steps (Unless a VIP delivery has been purchased)
9. Reinstatement or liability of damage caused to paved surfaces, turf, fences etc on private or public property whilst gaining access to site consistent with the contractors' obligation to render services with due care and skill
10. Relocation reinstatements or alteration of drainage, sewer, water, gas or other pipes, electrical or other wiring
11. Any non-standard expenses related to the delivery of your spa
12. Fulfilling any local or council requirements, permits or fencing requirements
13. Responsibility for damage or delay due to strikes, fire, accidents, storms, traffic or any other causes out of reasonable control
14. Responsibility or liability for work carried out by other trades people or anyone else not employed or authorised by Spa World
15. Removal of Rubbish, including packaging

Payment Terms:

1. Minimum 50% deposit. All deposits paid form as your acceptance of this contract
2. If product is available ex warehouse, or showroom floor, full payment is required upon acceptance of Sales Order Confirmation, allow 1-2 weeks for delivery date to be scheduled. Balance must be paid 7 days prior to delivery
3. Once you have received notification of your spa in our warehouse, your balance is to be paid in full, we can hold your spa free of charge for up to 2 weeks and storage fees of \$75 per week for portable spas and \$300 per week for Swim Spas will apply thereafter
4. Payment can be made via direct deposit or credit card. Credit cards will incur a 2% additional surcharge
5. Direct Deposit may be made to: SPA WORLD NEW ZEALAND LTD ACC: 12-3252-0003260-00

TERMS FOR 60 DAY PRICE HOLDING DEPOSITS:

A holding deposit provides the client 60 days to consider the offered price provided by an employed Spa World New Zealand Limited representative. The client must decide within 60 days to accept the offered price and pay the balance of the 50% deposit required to purchase OR apply for a refund of the holding deposit.

1. A minimum of \$500 deposit is required on a portable spa to hold the offered price and a minimum of \$1000 deposit is required to hold the offered price for 60 days.
2. 60 days is based on a full 7-day week.
3. The holding deposit is refundable only if advised in writing within 60 days of the date provided on the Vortex Spas finalized quotation/sales order provided by an employed Vortex Spas New Zealand Limited representative.
4. A bank account or the credit card used for the holding deposit must be provided to process the refund.
5. Refunds are processed through our finance department on the following 20th of the month.
6. One the 60-day period lapses the holding deposit becomes non-refundable.

TERMS FOR 60 DAY RIGHT OF RETURN POLICY:

For the purchaser to exercise the Spa World New Zealand Limited 60-day right of return, the following criteria must be met.

1. 60 days is based on a full 7 day week.
2. 60 day Right of Return excludes Pre-owned, damaged, scratch & dent purchases
3. You must be an individual natural person who is the title owner of the eligible spa. Business, corporations, trusts, community organization and partnerships do not qualify.
4. All costs of removal and return are that of the purchaser.
5. You must be able to deliver to the nearest depot.
6. Your eligible spa must be cleaned and in as new condition and will undergo a full inspection and verified by Spa World New Zealand Limited OR a Spa World New Zealand agent. Any damages noted at time of return including and without limitation, internal or external scratches, scrapes, dents, odours, rips or burns etc will be considered before any refunds are agreed upon.
7. Your eligible spa must not be subject to any liens or other security interests.
8. A minimum of 30 days must have passed since the delivery date of your eligible spa.
9. If you choose to exercise your rights under this offer, you must notify us in writing to PO Box 2564, Stoke, Nelson 7041, New Zealand.