



Survey and Spatial New Zealand Website Terms and Conditions

These terms and conditions apply to the use of this website and in accessing or using or browsing this website and your membership 'Dashboard' and/or purchasing goods and/or services from this website, you agree to be bound by these terms and conditions. If you do not accept these terms and conditions, then you must refrain from using this website.

[Professional membership ethics are contained under the S+SNZ policy.](#)

For the purposes of these terms and conditions, "this website" shall mean www.surveyspatialnz.org

Survey and Spatial New Zealand (S+SNZ)

Any reference to "S+SNZ", "we", "our" or "us" in these terms and conditions shall mean the New Zealand Institute of Surveyors (Inc).

Amendments to terms and conditions

We reserve the right to review and amend these terms and conditions and our disclaimer from time to time. Amendments will be effective immediately and S+SNZ has no obligation to notify you of such amendments. We recommend that you check this page for amendments each time you revisit this website. Your use of this website will represent an agreement by you to be bound by the terms and conditions as amended.

Specific warnings

You must ensure that your access to this website is not illegal or prohibited by laws which apply to you. You must take your own precautions to ensure that the process which you employ for accessing this website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your computer system. S+SNZ does not accept responsibility or liability for any interference or damage to your computer system which arises in connection with your use of this website or any linked website.

All information provided by this website is intended to be general in nature and you should not rely on it in connection with the making of any decision. While we have no reason to believe that any information contained on this website is inaccurate, incomplete or misleading, we do not warrant the accuracy, adequacy or completeness of such information. S+SNZ does not accept any responsibility or liability for any loss or damage suffered as a result of reliance by you upon the accuracy, completeness or currency of information contained on this website.

Restricted use

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If you wish to provide a hypertext or other link to this website, you must contact S+SNZ for our permission. We may or may not consent to you linking another website to this website, and the decision is entirely ours.

Intellectual property rights

Copyright of all text, graphics, logos and designs used in this website is owned or licensed by S+SNZ. You may access and print material from this website provided it is used for your personal use, and not for any commercial purpose. Any reproduction of information on this website must include an acknowledgement of S+SNZ' intellectual property rights in the relevant context.

S+SNZ Information passed onto non-members or the public retain all liability for the use of the information.

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This website contains links to external websites.

S+SNZ will not be responsible or liable for the content (including any liability arising out of any claim that the content of the linked website infringes the intellectual property rights of any third party) or privacy practices associated with any linked websites.

Any link to a website is provided to help you find sites containing information, products or services which may be of interest to you. No link to a website shall be construed as an endorsement or warranty, approval or recommendation by S+SNZ of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained or available on or from those linked websites.

Website privacy policy

All information collected through or in connection with this website is controlled, stored and held by S+SNZ or its web service provider(s) in accordance with the Privacy Act 1993.

This Privacy Policy covers our use of information which is collected through or in connection with this website.

We may collect contact information about visitors to this website.

This information may be used to:

(a) Send you news, information about our activities and general promotional material which we believe may be useful to you;

(b) Respond to queries or requests, or process orders or applications submitted by you;

(c) Monitor who is accessing this website or using the services offered on this website; and

(c) Profile the type of people accessing this website.

If you do not wish to have your personal information used in this manner or for any other specific purpose, please email admin@surveyspatialnz.org to advise us of this.

We may utilise "cookies" which enable us to monitor traffic patterns and to serve you more efficiently if you revisit this website. A cookie does not identify you personally, but rather it identifies your computer. The type of information collected by way of a cookie includes your IP address, the date and time this website was accessed and what parts of this website were viewed and delivered. You can set your browser to notify you when you receive a cookie and this will provide you with an opportunity to either accept or reject it in each instance.

We are not responsible for the privacy policy or practices of other websites, even if you have accessed those websites using links from this website, or you linked to this website from another website. We recommend you check the privacy policy of each website you visit.

We will not sell or otherwise provide your personal information to a third party, or make any other use of your personal information, for any purpose which is not incidental to your use of this website.

If you request us not to use personal information in a particular manner or at all, we will adopt all reasonable measures to observe your request but we may still disclose that information if:

(a) We subsequently notify you of the intended use or disclosure and you do not object to that use of disclosure;

(b) We believe that the use or disclosure is reasonably necessary to assist a law enforcement agency or an agency responsible for government or public security in the performance of their functions; or

(c) We are required by law to disclose that information.

We will preserve the content of any email you send us if we believe we have the legal requirement to do so. We may monitor your email content for trouble-shooting or maintenance purposes or if any form of email abuse is suspected.

Personal information which we collect (including your contact details, and, if relevant, credit card details) is kept confidential to the best of our ability. You will appreciate, however, that we cannot guarantee the security of transmission over the Internet.

You are entitled to have access to any personal information relating to you which you have previously supplied to us over this website. You are entitled to edit or delete such information unless we are required by law to retain it.

If you wish to make an enquiry regarding any personal information relating to you which may be in our possession, contact admin@surveyspatialnz.org.

Policy for online purchase of goods and/or services

If you intend to purchase goods and/or services through this website, you must confirm your acceptance of these website terms and conditions before we will process your order.

You cannot purchase goods and/or services through this website unless you are capable of making legally binding contracts. In confirming your acceptance of the website terms and conditions, you also confirm that once your offer to purchase the goods and/or services is accepted by us, your order will constitute a binding contract between yourself and S+SNZ.

Ordering procedure for goods and/or services

You may offer to purchase goods or book an event described on this website for the price specified on this website by completing the online order form. Your order must contain your name, email address, credit card details and any other information requested.

Once your order has been processed you will receive an automated response confirming your details and the goods ordered. A printed GST invoice will be posted to you.

The dispatch of the goods from S+SNZ will constitute our acceptance of your offer to purchase those particular goods.

We provide no warranty as to the availability of goods advertised through this website.

Any information on this website is up to date at the time it is posted on the website, but is subject to variation at any time without notice.

Payment for goods and/or services

We will only accept credit card payment of orders placed through this website.

You will be liable for all orders placed using your credit card details and agree to indemnify S+SNZ against any losses, claims or damages arising from the use or misuse of your credit card details by any other person.

Prices are inclusive of goods and services tax, duties and other charges imposed or levied in New Zealand in connection with the supply of goods. Prices are exclusive of any taxes, duties or other charges imposed or levied overseas in connection with the supply of goods outside of New Zealand. Prices are also exclusive of postage and packaging charges.

Ownership and title in the goods does not pass to you until we have received payment in full.

We reserve our right to increase or decrease our prices without prior notice at any time.

Delivery of goods

If your postal address is in New Zealand, we will use our best endeavours to have the ordered goods dispatched and delivered to you within 5 working days of your order being placed with us.

If your postal address is outside New Zealand, we will use our best endeavours to have the ordered goods dispatched and delivered to you within 15 working days of your order being placed with us. We may charge you more for postage and packaging.

S+SNZ will not be liable for any delay in delivery of the ordered goods.

Damaged goods

Risk of loss or damage to the goods passes to you upon dispatch of the goods to your postal address.

If however, the goods are damaged or faulty when they are delivered to your postal address, please advise us, and return the damaged or faulty goods to S+SNZ within 5 days of those goods being delivered. S+SNZ will consider whether to replace the goods or provide a refund to you.

If the goods fail to arrive at your postal address within a reasonable time following your order being placed, please notify us. We may replace the goods free of charge.

S+SNZ will comply with its obligations pursuant to the Consumer Guarantees Act 1993.

Return of goods

If you change your mind regarding the purchase of goods after you have placed your order with us, please contact us to advise that you no longer require the goods.

We will consider whether to substitute those goods ordered for other goods of the same or lesser value or to provide a refund to you. The decision shall be entirely ours, and we are not obliged to accept 'change of mind' returns.

If we decide to substitute the goods or provide a refund to you, we will notify you, and will require the goods to be returned to us in the same condition as when the goods were dispatched and within 5 days of those goods being delivered to your postal address.

Any postage and packaging charges on returned goods are non-refundable.

Electronic goods

Where goods are supplied as Acrobat PDF files, these cannot be on-sold or traded by you.

Security of information

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. While S+SNZ strives to protect such information, S+SNZ does not warrant and cannot ensure the security of any information which is transmitted to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information in accordance with the Privacy Act 1993 and our website Privacy Policy.

Termination of access

We may terminate access to this website at any time without notice. Our disclaimer will nevertheless survive such termination.

S+SNZ does not warrant that you will have continued access to this website, and will not be responsible or liable for any loss, claims, costs, expenses, or damage, directly or indirectly incurred or resulting from or related to your inability to use or access this website.

Disclaimer

S+SNZ does not accept any responsibility or liability for any direct, indirect, incidental, consequential, special, exemplary or punitive damage, or for any loss of profit, income or any intangible losses, or any claims, costs, expenses, or damage, whether in contract, tort (including negligence), equity or otherwise, arising directly or indirectly from, or connected with, your use of this website or any linked website, or your reliance on information contained in or accessed through this website, or the online purchase of goods, including the failure of any order to be processed or any goods to be delivered.

To the extent permitted by law, any condition or warranty, whether express or otherwise implied into these terms and conditions, including fitness for purpose is hereby excluded. However, nothing in these terms and conditions is intended to have the effect of contracting out of the provisions of the New Zealand Consumer Guarantees Act 1993 except to the extent permitted by that Act, and these terms and conditions are to be modified to the extent necessary to give effect to that intention.

If you are using this website or purchasing goods for business purposes, you agree that the New Zealand Consumers Guarantees Act 1993 does not apply.

Governing law

This website and content has been developed in accordance with the laws of New Zealand. These terms and conditions, and any matters or disputes connected with this website or the online purchase of goods shall be governed by the law of New Zealand and the New Zealand courts shall have exclusive jurisdiction to hear and determine all claims in connection with this website and its use.

Late Payments

Payments that incur recovery costs (bad-debt) will incur a 10% administration fee.

Complaints

If you have a complaint about the content of this website, please contact admin@surveyspatialnz.org

Acceptance of terms and conditions

You acknowledge that you have read, understood and accept the above terms and conditions and our disclaimer.