

Website Use Terms & Conditions

1. Introduction

- 1.1 Welcome to the Southern Drainage Limited T/A Flomac website. (**Website**).
- 1.2 Please read the Terms carefully each time you visit our Website. By accessing and using our Website you are deemed to confirm that you have read, understood and agreed to be bound by these Terms. If you do not agree to any part of the Terms, you must not access, or must immediately stop accessing, our Website.
- 1.3 Capitalised words used in these Terms have a special meaning that is set out in the Dictionary below (please see clause 13 below).

2. Application

- 2.1 Access to and use of our Website is subject to:
 - (a) the terms and conditions set out and referred to below;
 - (b) any specific terms that are notified to you on the Website; and
 - (c) our Privacy Policy (**Privacy Policy**),each as amended from time to time (together the **Terms**).
- 2.2 If you engage us to provide materials or works, our Terms of Trade will apply.
- 2.3 This Website has been designed and developed for a service within New Zealand and is not intended for viewing or use by visitors outside of New Zealand. If you access our Website from outside New Zealand you are responsible for compliance with any applicable laws of that jurisdiction. All amounts stated are in New Zealand dollars and inclusive of GST.

3. Updates

- 3.1 We may update these Terms (or any part of them) at any time by posting an updated version on our Website. The updated version of these Terms will take effect immediately upon such notice. You are responsible for reviewing these Terms regularly to ensure that you are aware of any updates. If any updates are material, we will also take additional steps to bring the changes to your attention, including by notifying you directly.
- 3.2 We may change the format, content and/or functionality of any part of our Website at any time.

4. Information provided on our Website

- 4.1 All information contained on our Website is provided for general information purposes only. It is not intended to be a substitute for commercial judgement or professional advice and we do not guarantee that any information provided on our Website is accurate, complete, up to date or suitable for your intended use.

5. Communication tools

- 5.1 If you use any communication tools available through our website (such as any forum, chat room or message centre), you agree only to use such communication tools for lawful and legitimate purposes.

- 5.2 You must not use any communication tool for posting or disseminating any material unrelated to the use of our website, including (without limitation) offers of materials or works for sale, files that may damage any other person's computing devices or software, content that may be offensive to any other users of our website, or material or data in violation of any law (including data or other material that is protected by copyright or trade secrets which you do not have the right to use).
- 5.3 When you make any communication on our website, you represent that you own the content of the communication. To the extent permitted by law, we are under no obligation to ensure that the communications on our website are legitimate and we are not able to monitor communications at all times.
- 5.4 We reserve the right to remove any communication at any time in our sole discretion.
- 5.5 Please report any objectionable information to us using our Contact Details in clause 12 below.

6. Account

Creating an Account

- 6.1 When you use our Website, you can create an Account by visiting and following the directions on our Website.
- 6.2 You must:
- (a) ensure that all information that you provide when you create an Account is accurate, up to date and not misleading; and
 - (b) if your information changes, update it through your Account via our Website.
- 6.3 You must not register or use more than one Account. However, you may log onto your Account on multiple devices at any time.
- 6.4 We may verify your registration information and any updates to that information or additional information that you provide to us or authorise us to collect from time to time. You agree to provide all necessary information and provide all reasonable assistance that we may require in order to complete the registration and verification processes.

Eligibility for use

- 6.5 To create an Account, you must be of the legal age of 18 years.
- 6.6 We may decline, revoke or suspend your Account at any time if we are not satisfied that you comply with all of our eligibility criteria.

Authorised Representatives

- 6.7 You may determine who is an Authorised Representative and you are solely responsible and liable for your Authorised Representatives' use of and access to the Website using your Account.
- 6.8 If a person uses your Account, that person will be deemed to be you for the purposes of these Terms and that will not affect your obligations under these Terms. We are under no obligation to check that any instruction or confirmation made through your Account is from you.

Suspending or closing your Account

- 6.9 You may request to close your Account by contacting us directly. We will implement your request and close your Account within a reasonable time, provided that there are no outstanding disputes relating to your Account.

- 6.10 We may close, or suspend, your Account at any time where we have reasonable cause to do so, including where:
- (a) in our opinion you have breached these Terms or are not acting in good faith in connection with your use of the Website; or
 - (b) we reasonably consider it necessary to do so in order to:
 - (i) protect the integrity of our systems or Website;
 - (ii) prevent fraud or a breach of any Applicable Law; and
 - (iii) otherwise protect us or any other person against any legal, regulatory or non-payment risk.
- 6.11 In any event, we may close your Account for any reason, upon giving you at least 30 days' written notice.

7. Security

- 7.1 Security of your information and use of our Website is very important to us. We will take reasonable technical and organisational precautions to protect our Website and information that we hold. However, due to the inherent nature of the internet, we are not able to guarantee the security of our Website or any information that you hold or that you transmit to us.
- 7.2 You are responsible for taking your own measures to reduce the risk of viruses or other forms of interference damaging your computer system.
- Security of your Account***
- 7.3 You are responsible for ensuring that:
- (a) you and your Authorised Representatives are the only persons that use your Account;
 - (b) your password is kept secure - for example, you must not tell anyone else your password (except any Authorised Representative) and your password must not be kept as a written or electronic record with or on your mobile device; and
 - (c) the security of your Account is maintained.
- 7.4 Our personnel will never ask you for your password in an unsolicited phone call or in an unsolicited email. If you share a computer with others, you should not choose to save your password or any other log-in information on that shared computer.
- 7.5 We are not responsible for unauthorised access to, and use of, your Account, except to the extent that any unauthorised access to, or use of, your Account is caused by us failing to comply with any security requirements that we have informed you, from time to time, we comply with.
- 7.6 You must notify us immediately, and request cancellation or temporary suspension of your Account, if the security of your Account is compromised, including due to:
- (a) your mobile device being lost or stolen;
 - (b) your password and/or passcode becoming or likely to become known by another person; and/or
 - (c) unauthorised access to your Account.
- 7.7 You must confirm that notification by email to us within 24 hours.

- 7.8 You must cooperate fully with us to investigate any suspected unlawful, fraudulent or improper use of or activity on your Account.
- 7.9 We may enforce or implement any security measures it deems appropriate for us at any time and may update and add security measures to us at its discretion at any time.

8. Exclusion of our liability

- 8.1 To the extent permitted by law:
- (a) the Website is provided on an “as is” and “as available” basis and any warranties, representations, conditions, undertakings and terms, whether express or implied, are expressly excluded; and
 - (b) in no event will we be liable under contract, tort (including negligence) or otherwise under or in connection with these Terms and/or your access to, use of, inability to use or reliance on our Website or any information contained in or accessed through our Website.
- 8.2 You acknowledge that access to our Website is provided at no charge and accordingly the exclusions of liability set out in this clause is fair and reasonable.

9. Third-party websites

- 9.1 Our Website may provide links to other websites for your convenience and information. These websites are outside our control and the provision of a link to a third-party website does not imply our agreement to or endorsement of any of the information contained on the third-party website or otherwise imply any association with the third party. Third-party websites may have different terms of use and privacy policies, which you should review before using the third-party website.
- 9.2 If you link our Website to your website, you must remove the link at our request.

10. Intellectual Property Rights

- 10.1 We own or have obtained a valid licence to use all copyright, trademarks and other Intellectual Property Rights used on our Website and all such Intellectual Property Rights will remain solely with us and/or our licensors (as the case may be).
- 10.2 Other than a single copy for private and non-commercial use, no part of our Website may be distributed, copied or incorporated in any document or publication, whether in hard copy, electronic or any other form.

11. General

- 11.1 These Terms are governed by and construed in accordance with the laws of New Zealand and you submit to the exclusive jurisdiction of the courts of New Zealand.
- 11.2 These Terms constitute the entire agreement between you and us relating to the Website.
- 11.3 If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or removed to the minimum extent necessary so that these Terms will otherwise remain in full force and effect. Our failure to exercise any right will not be deemed a waiver of that right or any other rights that we may have.
- 11.4 In these Terms (a) headings are for convenience only and do not affect interpretation; (b) a reference to a statute includes all regulations under and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated; (c) a word importing the singular includes the plural and vice versa; (d) a reference to a party to these Terms includes that party’s successors and permitted assigns and substitutes; (e) “including” (and similar expressions) will be construed as “including, without limitation”; and (f) the singular includes the plural and vice versa.

12. Contact us

12.1 If you have any questions about these Terms or our Website please contact us at info@flomac.co.nz.

13. Dictionary

Account	means an Account created by you, using our Website.
Applicable Law	means any law, regulation or rules applicable to our Website.
Authorised Representative	means anyone that you have authorised to use your Account on the User's behalf.
Intellectual Property Rights	means all current and future registered and unregistered intellectual property rights, including rights in respect of patents, trademarks, trade names, logos, designs, copyright, rights in each of know-how, confidential information and trade secrets and all analogous rights and pending applications.
Privacy Policy	has the meaning given to that term in clause 2.1(c).
Terms	has the meaning given to that term in clause 2.1.
You	means any user of our Website.
We, us and our	means Southern Drainage Limited T/A Flomac NZBN: 9429051906108 and its successors and assignees.
Website	has the meaning given to that term in clause 1.1.

These Terms were last updated [June 2024].