

## We Love Tradies HR Ltd

Terms and Conditions: Employment Law Services To Businesses

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**We Love Tradies HR Ltd is a company registered in New Zealand**

Please forward all inquiries to:

**We Love Tradies HR Ltd**  
350 Jackson Street Petone  
Wellington 5012  
New Zealand

[hello@welovetradieshr.co.nz](mailto:hello@welovetradieshr.co.nz)

These terms and conditions regulate the business relationship between you and us. When you buy from us, you agree to be bound by them.

No person under the age of 18 years may purchase our Services.

**We are:** We Love Tradies Ltd

**Our business address is:** 350 Jackson Street, Petone, Wellington 5012, New Zealand

**Our Mail address:** PO Box 33319, Wellington Mail Centre, Lower Hutt 5045

You are a visitor to a **Website/Website APP** owned by us and/or a customer of ours.

By using our Website for any reason agree to have read and understood We Love Tradies HR Ltd, terms and conditions, and you agree that they form part of the contract between us.

## Terms of Engagement

If you are under the age of 18 years, you confirm that you have brought the terms and conditions to the notice of your parent or guardian, and that person has agreed that you may buy our Services.

These terms and conditions apply:

### 1. Definitions

In this agreement:

**"Consumer"** means any natural person who accesses Our Website or purchases products or Services from us.

**"Content"** means any material in any form published on Our Website, **Our Web-Based Application**, any social media account operated by or linked to us or any third-party platform, by us or any third party with our consent.

**"Confidential Information"** means trade secrets; computer hardware, applications, and software programs; audio or visual recordings in any format; training material in any format; specifications, templated, general design, or layouts; financial or accounting information; client or supplier data and details; market research, research and development materials; together with any information or material that We Love Tradies HR Ltd. or our associated entities in the future may indicate is confidential, or which may be apparent is confidential, and our internal business processes and procedures, unless:

- That confidential information is transferred to the public domain through no fault or action of yours;
- We give you written authority to release it; or
- You are required by a legal process to disclose that information and have provided notice to us of that obligation.

**"Our Website"** means (a) the entire computing hardware and software installation that is or supports Our Website and (b) all of our web-based applications, **including the Intranet**, tools and platforms that you have subscribed to through Our Website or that we otherwise make available to you, and are developed, operated, and maintained by us, accessible via [www.welovetradieshr.co.nz](http://www.welovetradieshr.co.nz) or another designated URL, and any ancillary products and services, including website hosting, that we provide to you.

**"Material"** means Content of any sort posted by you on Our Website.

**"Services"** means any of the services we offer for sale on our website and include generally available updates and support services so far as specified for each service.

**"Terms and Conditions"** means these terms and conditions and includes our Privacy Notice and any other terms and conditions posted on Our Website.

## **2. Our contract with you**

2.1 We acknowledge acceptance of your order by e-mail confirmation. That is when our contract is made. Our message will also confirm details of your purchase receipt.

2.2 We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order our Services.

## **3. Your account with us**

3.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with our Services. For information about how we manage your personal information please see our Privacy Notice.

3.2 If you use the Website, Website App and Intranet, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your computer.

3.3 You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.

## **4. Your email address**

4.1 You agree that any username or email address selected by you, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and has not been selected for any unlawful purpose.

4.2 You acknowledge and agree that if we believe such selection does interfere with the rights of any third party or is being selected for any unlawful purpose, we may immediately suspend the use of that name or email address, and you will indemnify us for any claim or demand that arises out of your selection.

4.3 You acknowledge and agree that we shall not be liable to you if we are ordered or required by a court or judicial authority, to desist from using or permitting the use of a particular domain name as part of a name or email address.

## **5. Your Material**

- 5.1 If you post any Material in Our Website, you warrant that you own the copyright and all other necessary rights in it and you accept all risk and responsibility for it. You further warrant that any fact stated in your Material is accurate.

## **6. Price, payment terms, and service provision**

- 6.1 The Website App and Intranet is available as long as your subscription remains current.
- 6.2 Payments are billed in arrears and are listed in your Letter of Engagement.
- 6.3 Our Services may be provided by email/ made available for you to download/ in the way we have explained in Our website.
- 6.4 If we are not able to provide your Services within 10 days of the date of your order, we shall notify you by e-mail to tell you the likely provision date.
- 6.5 Once Service provision has started, we require you to honour 6 month subscription period, after which you you may cancel the Services at any time on giving us 30 days' notice. Please talk to us about cancelling your subscription. Payment will be due until the expiry of the notice period.
- 6.6 We may change the nature or provision of the Services at any time. We will tell you about any such change by email or by posting details on Our Website.
- 6.7 If we change the nature or provision of the Services, you may terminate this contract.
- 6.8 If we make a change that requires action from you, we will use our best endeavours to contact you. If you do not take that action, we are entitled to terminate the Services to you without notice; however we will not do this without attempting consultation with you first.
- 6.9 You may not share or allow others to use the Services in your name.
- 6.10 We will do our best to maintain Our Website so that you have constant use, but there will be times when your use may be interrupted. Interruption to the Services for reasonable periods for maintenance or causes beyond our control is not a ground for repayment of money you have paid. When we are aware of the likelihood of down time, we will tell you in advance.

## **7. Refund Policy**

- 7.1 We do not offer refunds if you change your mind about using our Services. Most online products and Services are digitally delivered instantly so you have the full benefit of our Services straight away.

## **8. Cancellation of order**

- 8.1 Most products and Services are digitally delivered instantly so we do not offer refunds if you change your mind about using our Services.

- 8.2 Recurring transactions can be cancelled at any time by submitting a request to [billing@welovetradieshr.co.nz](mailto:billing@welovetradieshr.co.nz).
- 8.3 Service jobs can be cancelled before we commence work. If you wish to cancel a service job after we have commenced work you will be charged a reasonable fee for the work completed up until the notice of cancellation, plus an administration fee of \$100.
- 8.4 This paragraph does not affect your rights where you have a genuine and valid complaint about the way we have provided the Services to you.

## 9. Dissatisfaction with the Services

- 9.1 If for any reason you are not completely happy with your purchase, contact us immediately and tell us:
- 9.1.1 Exactly why you think we have failed;
  - 9.1.2 The date, if relevant, of the failure;
  - 9.1.3 When and how you discovered the failure;
  - 9.1.4 The result of the failure;
  - 9.1.5 Your suggestion as to action we should take to resolve the situation and restore your faith in us.
- 9.2 To do this, it is essential that you contact us by contacting us at [hello@welovetradieshr.co.nz](mailto:hello@welovetradieshr.co.nz).

## 10. Applicable Law, foreign taxes, duties and import restrictions

- 10.1 This Agreement is governed by the laws of New Zealand. You consent to the exclusive jurisdiction and venue of appropriate courts of New Zealand in any dispute arising out of or relating to the use of Our Website or Services. You may provide notice to us of a dispute by contacting us via via Our Website or otherwise by email addressed and send to [hello@welovetradieshr.co.nz](mailto:hello@welovetradieshr.co.nz).
- We may provide notice to you via email or other electronic means.
- 10.2 If you are not in New Zealand, we take no responsibility for the laws in your country. If you are resident in a jurisdiction where the use of Our Website is unauthorised, it is your responsibility to cease using this website.
- 10.3 If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 10.4 You are responsible for purchasing Services which you are lawfully able to import or use and for the payment of import duties and taxes of any kind levied in your country.

## **11. Disclaimers**

- 11.1 We or our website developers (Media Giant, Lower Hutt) may make changes to our website, the Content, or to any of the Services, at any time and without advance notice.
- 11.2 You are advised that our web content may include technical inaccuracies or typographical errors. This is inevitable in any web-based business. We would be grateful if you bring to our immediate attention, any that you find.
- 11.3 We give no warranty and make no representation, express or implied, as to:
  - 11.3.1 The adequacy or appropriateness of the Services for your purposes;
  - 11.3.2 The truth of any web content on Our Website published by someone other than us;
  - 11.3.3 Any implied warranty or condition as to merchantability or fitness of the Services for a purpose other than that for which the Services are commonly used;
  - 11.3.4 Compatibility of Our Website with your equipment, software, or telecommunications connection.
- 11.4 Our website contains links to other Internet websites outside our power and control. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.
- 11.5 In any event, including the event that any term or condition or obligation on our part (Implied Term) is implied into these conditions by New Zealand law, then our liability is limited to the maximum extent permitted by law, to the value of the products or Services you have purchased, even if those products or Services were provided to you without cost.
- 11.6 We assume no liability for consequential loss suffered by you as a result of the use of our website or Services.

## **12. Indemnity**

- 12.1 You agree to indemnify us against any claim or demand, including reasonable legal fees, made by any third party due to or arising in any way out of your use of Our Website, your posting any Material, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.

## **13. System Security**

- 13.1 You agree that you will not allow any other person to violate or attempt to violate any aspect of the security of Our Website.
- 13.2 You may not use any software tool for the purpose of extracting data from our website.

13.3 You understand that any violation of the obligations described in this clause is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.

#### **14. Acceptable use Policy**

14.1 As a condition of your use of our website, you agree to comply with these provisions:

14.2 You will not use or allow anyone else to use our website to post, communicate or otherwise publish:

14.2.1 Copyright works;

14.2.2 Commercial audio, video files;

14.2.3 Any Material which violates the law of New Zealand's jurisdiction;

14.2.4 Unlicensed software;

14.2.5 Software which assists in or promotes emulators, phishing, hacking, password cracking, IP spoofing;

14.2.6 Links to any of the material specified in this paragraph;

14.2.7 Pornographic material;

14.2.8 Any Material promoting discrimination to any person on grounds of gender, race, religion, or colour.

14.2.9 You will not use the Services for spamming. Spamming includes, but is not limited to:

(a) The bulk sending of unsolicited messages, or the sending of unsolicited emails which provoke complaints from recipients;

(b) The sending of junk mail;

(c) The use of distribution lists that include people who have not given specific permission to be included in such distribution process;

(d) Excessive and repeated posting off-topic messages to newsgroups;

(e) Excessive and repeated cross-posting;

(f) Email harassment of another Internet user, including but not limited to, transmitting any threatening, obscene Material, or Material of any nature which could be deemed to be offensive;

(g) The emailing of age-inappropriate communications or content to anyone under the age of 18;

(h) The sending of material that promotes or in any way supports an illegal activity.

#### **15. Confidential Information and Intellectual Property Rights**

15.1 You agree to keep safe the Confidential Information remains our property and not to disclose or make available for disclosure to any person, any part of it. If you are

unsure whether information is confidential or not, assume it remains confidential until otherwise notified. The obligation to maintain confidentiality continues after you have stopped using Our Website or Services.

- 15.2 Any disclosure of Confidential Information may result in immediate termination of your access to Our Website or Services and prosecution for damages resulting from that breach.
- 15.3 We will defend the intellectual property rights in connection with Our Website and Services including copyright in the web content and Material whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).
- 15.4 We also claim copyright in the designs and compilation of all web content of Our Website. Title, ownership rights and usage rights shall remain the sole property of us and / or the other Content provider. We will strongly protect those rights in all countries.
- 15.5 Except as set out below, you may not communicate, copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the web content, in whole or in part.
- 15.6 You may not use our name or logos or trademarks or any other Content on any website or other medium of yours or of any other person without our express written permission.
- 15.7 You may download or copy web content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any web content.

## **16. Miscellaneous provisions**

- 16.1 When we communicate with you, we do so by email. You agree that email communications create electronic transactions that are contractually binding in accordance with applicable law.
- 16.2 Nothing in this agreement or on Our Website shall confer on any third party any benefit or obligation.
- 16.3 No waiver by us, in exercising any right, power or provision in this agreement shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.
- 16.4 In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 16.5 We are not liable for any breach of our obligations resulting from causes beyond our reasonable control including strikes of our own employees.