

# Terms and Conditions - General

Welcome to HokoLoko!

When you access our website ([www.hokoloko.co.nz](http://www.hokoloko.co.nz)) you agree to our Terms and Conditions so please take a few moments to read through the Terms and Conditions outlined below.

## 1.1 Acceptance of these Terms and Conditions

**You need to accept these Terms and Conditions to use HokoLoko.** The Terms and Conditions are the terms on which HokoLoko offers you access to the services on the website. By registering with HokoLoko, as a Customer, or Producer, you accept these terms and conditions. If you do not accept these terms and conditions you must refrain from using the services.

## 1.2 Amendment of Terms and Conditions

**We may amend these Terms of Use at any time by amending this page.** Please check this page from time to time to take notice of any changes we make, as they will be binding on you.

These terms were last updated October 2nd 2017.

## 1.3 Terminology

The meaning of expressions used in the Terms and Conditions is below:

*'HokoLoko'* – The name of the platform, system and the party who administers it

*'Food From Our Town Ltd.'* – The legal entity which owns HokoLoko

*'Producers'* - parties listing items for sale on the HokoLoko platform

*'Product'* - The items listed by Producers

*'Customers'* - Parties who have registered as members to purchase on HokoLoko

*'Account'* - repository on the HokoLoko platform of a Customer's profile and order history

*'Hui'* - a meeting of Customers and Producers where Product is distributed by Producers, and collected by Customers

*'Local Store'* - online e-commerce platform unique to each Hui

*'Open Hours'* - time at which Customers can place Orders on the Local Store, unique to each Hui

*'Order'* - Products purchased by a Customer in a single purchase

*'Order Acknowledgement'* - notification to Customer that the order has been received by HokoLoko

*'Order Confirmation'* – invoice detailing the Products a Customer is to collect at the Hui

*'Producer Order Report'* - report issued to each Producer prior to the Hui providing order and commission details

*'Collection'* - handover of Products by the Producer to the Customer at the Hui

## 2 Specific Warnings

### 2.1 The Service

**The HokoLoko website is an online marketplace.** HokoLoko allows the trade of groceries and food items between registered Producers and registered Customers. The purpose of the Hui is to establish a direct Producer to Customer link. HokoLoko operate the platform and implement the tools and technical means to enable this relationship (such as facilitating the transaction) but any contract for sale is made directly between the Producer and the Customer. HokoLoko do not have possession of any products offered for sale at any point. HokoLoko accepts no liability for any issues which may arise during the conclusion of these contracts.

### 2.2 Disclaimer

**Producers submit the relevant information for HokoLoko to list products on the Local Store.** It is the sole responsibility of the Producer to comply with the legal requirements relating to their products, to represent their product truthfully, and to fulfil customer orders.

HokoLoko does not guarantee the existence, quality, safety or legality of the Products advertised by Producers.

HokoLoko does not guarantee that the website, any content or any services, will always be available or uninterrupted, or fault-free. We may suspend, withdraw, discontinue or change all or any part of the website without notice at any time.

## 3 Membership and Registration

### 3.1 Becoming a Customer

**The HokoLoko website is made available free of charge to all Customers.** HokoLoko is paid via commission paid for by the Producers.

**You need to be able to form a legally binding contract to use HokoLoko.** Our Services are available only to, and may only be used by, individuals who are 18 years and older and who can form legally binding contracts under applicable law. You represent and warrant that you are at least 18 years old and that all registration information you submit is accurate and truthful.

**You are responsible for any actions taken through your membership.** HokoLoko memberships are not transferable and therefore cannot be sold, leased lent or traded without specific authorisation from HokoLoko.

### 3.2 Accuracy of information

**You need to register an account to use HokoLoko and provide accurate information.** Users who fulfil the requirements above and wish to join HokoLoko must first register an Account to become a Customer. You warrant that you have provided complete, accurate and current personal information when registering as a Customer. You must maintain and update your personal information held by HokoLoko to ensure it is kept current at all times. HokoLoko may phone or mail you to verify these details. You must not register as a Customer under multiple identities or personas (whether false or not). However, at Food HokoLoko's discretion, you may create a 'Producer' membership in addition to a single personal Customer membership.

### **3.3 Termination of membership**

**We can decline your registration or terminate your account.** HokoLoko reserves the right to decline to register or to terminate your membership as a Customer without entering into further discussions with you. You may at any time close your HokoLoko Customer membership by emailing [hello@HokoLoko.co.nz](mailto:hello@HokoLoko.co.nz). We will send you confirmation that our Customer Account has been cancelled, after which point you will no longer have access to the Services. Orders placed before unsubscribing will nevertheless be carried out and you will be bound by the terms and conditions of the order as if you were a member, until the order is completed.

### **3.4 Security of your login information**

**You are responsible for keeping your login information, including your email address and password, secret and secure.** Including, but not limited to the following, you agree:

- Not to permit any other person to use your name or membership; and
- Not to disclose, or provide to any other person, your password, email address, date of birth or any other information in connection with your membership that may allow them to gain access to your membership.

You will be responsible for all activity and Orders that take place using your log in details. In the event of theft, loss, fraud or unauthorised use of a user's password or account you must contact us immediately at [hello@HokoLoko.co.nz](mailto:hello@HokoLoko.co.nz). In such circumstances, we reserve the right to take any measures we deem appropriate.

Where we have reason to suspect or believe that there has, or is likely to be, a security breach or other misuse of the website, we reserve the right to require you to change your password. Failure to do so may result in us suspending or deleting your account.

### **3.5 Emails and newsletters**

**HokoLoko will send you emails relating to your membership, transactions and other activities on the website.** HokoLoko may also send regular electronic newsletters to members. Newsletters will contain clear and obvious instructions for how you can unsubscribe from the mailing list.

## 4 Payment

### 4.1 All Payments made through the Website

**Orders via the website must be paid online via the HokoLoko website payment gateways.** You must not attempt to avoid the HokoLoko commission.

### 4.2 Payment Gateway

**Eway and Polipay are our payment gateways.** These services transact payments on our behalf.

By having an Account with HokoLoko, users agree to be bound by the Terms and Conditions of the Payment services ([here](#) and [here](#)). In the event of any conflict between the Terms and Conditions of the payment gateway and the Terms and Conditions/or the Special Terms and Conditions, the latter will take precedent, with the exception of where applicable law demands the application of the Terms and Conditions of the payment gateway.

## 5 Sales Process

### 5.1 Membership requirements to buy/sell

**The Hui has a 'Local Store' on the HokoLoko website in which Customers place the order and proceed with payment.** In order to purchase from the Local Store you must be a registered 'Customer' and in order to sell on the Local Store you must be a registered 'Producer'.

### 5.2 Access to the Store

**The Local Store will be opened to Customers each week five days prior to the Hui and will be closed two days prior to the Hui, at 8pm.** All orders for the next upcoming Hui must be placed during these 'Open Hours'. An email notification will be sent to Customers to inform them that the shop has opened.

### 5.3 Producers listing Products

**Producers must provide the relevant Product listing information to HokoLoko six days prior to the Hui.** The information provided must include the requested information regarding their intended Product to sell including name, weight/size/unit, description, product category, a photograph, storage conditions, ingredients and allergen warnings. If the legally required information is not present please inform HokoLoko who will request it from the Producer.

Photographs supplied by Producers are to make every effort to accurately represent the Products in photographs supplied HokoLoko for listing on the Local Store, however the photographs are for information purposes only and cannot be grounds for complaints.

**The price given by the Producers to HokoLoko is at the sole discretion of the Producer.** This price is the final sale price and must include the commission owed to HokoLoko as well as GST. No further fees, including delivery/distribution can be added to this price.

## **5.4 What Products can be listed**

**HokoLoko has the right to curate the Producers who list on the Local Store and the Products they can list and must give approval before a product can be listed.** HokoLoko aims to ensure the Producers and Products align with the HokoLoko strategy. HokoLoko reserves the right to remove a Producer, or a Producer's Products, at their discretion, from the local store, both prior to listing, or during the Open Hours of the Local Store.

## **5.5 Contract between Customers and Producers**

**When a Customer purchases Products on the HokoLoko website the resulting legal contract is between that Customer and that Producer.** Even though HokoLoko may help facilitate the transaction, all transactions are entered into between the Customer and the Producer. HokoLoko shall not have any liability, obligation or responsibility in connection with any transaction between the Customer and the Producer.

After the Customer places and pays for an Order through the HokoLoko website, they will receive an email order acknowledgement saying that your 'Your order has been received and is now being processed'. This will contain a list of all the Products purchased and the corresponding Producer.

## **5.6 Minimum order value per Producer, and minimum order volume per Product**

**Each week a Producer can set a minimum total order value, as well as a minimum and maximum order volume for each product.** This is to ensure each producer can run their business efficiently. If a Producer does not meet their minimum total order value they are not obliged to attend the Hui and fulfil their orders. If a Producer does not meet a minimum order volume on a particular product then a producer is not obliged to fulfil orders for that product.

**If the minimum order volumes are not met, or the Producer is unable to supply for an unforeseen circumstance, the order will be amended.** The final orders, with any amendments will be sent to the Customer 24hours prior to the Hui. As HokoLoko holds the Customer payment until after Collection at the Hui, if a Product is removed from your order you will receive either a HokoLoko credit or a refund for that particular Product. Whether you receive credit or a refund is at the discretion of HokoLoko. HokoLoko bears no responsibility for the unavailability of products.

## **5.7 Customer obligations**

**Once payment has been made by a Customer the Order cannot be amended or cancelled by the Customer.** The Order must be collected from the specified Hui by the Customer (or

their Agent), if they do not attend the Hui the money will still be distributed to the Producers and the Customer forfeits the right to their Order's Products.

## **5.8 Final order confirmation and invoice**

**HokoLoko will send an invoice to the Customer of the final order, named 'Order Confirmation'.** This will account for any Products that have had to be removed due to minimum order values/quantities not being met. Any credits, or refunds issued as a result of non-supply, will be documented on this invoice. This invoice will be issued in the name of, and on behalf of the Producers for all purchases made after the Hui. This invoice is to be brought by Customers to the Hui, either in electronic or paper form, to facilitate the collection of their Products.

## **5.9 Delivery of the Products**

Delivery of the Products is carried out directly between the Producers and the Customers (or their Agent) at the specified Hui.

## **5.10 Raising non-delivery or non-conformance**

**It is the Customer's responsibility to check that they have collected all the Products against their confirmed order.** Any issues regarding supply against a confirmed order or conformity of a product to the listed product, must be raised with HokoLoko with 12 hours of the conclusion of the Hui preferably by email ([hello@HokoLoko.co.nz](mailto:hello@HokoLoko.co.nz)). HokoLoko will then arrange a credit or a refund. Any Product quality complaints evident once the product is opened can be raised after the Hui.

## **5.11 Complaints and Returns**

**Customers are requested to choose carefully as refunds will not be given if customers change their mind after purchase.** If the products are faulty, Producers will meet their obligations under the Consumer Guarantees Act.

If a Customer would like to raise a complaint this is to be sent to [hello@HokoLoko.co.nz](mailto:hello@HokoLoko.co.nz). Product complaints will then be to be emailed directly to the Producer with the Customer in copy. As the contract is directly between the Producer and the Customer, HokoLoko is not obliged to be involved in the resolution process.

# **6 General Rules**

## **6.1 System Integrity**

HokoLoko will use reasonable endeavours to ensure the availability of the HokoLoko website and Services, subject to any downtime required for maintenance. However, HokoLoko takes no responsibility for any system unavailability, or for any loss that is incurred as a result of the HokoLoko website or Services being unavailable. Further,

HokoLoko assumes no responsibility for the corruption of any data or information held by HokoLoko.

You must not damage, interfere with or harm the HokoLoko website or Services, or any network, or system underlying or connected to them, or attempt to do so.

You may not use a robot, spider scraper or other unauthorised automated means to access the Website or information featured for any purpose.

## **6.2 Governing Law**

These Terms and Conditions are governed by the laws of New Zealand. You submit to the non-exclusive jurisdiction of the Courts of New Zealand.

## **6.3 Intellectual property rights**

Food From Our Town Ltd. owns all proprietary and intellectual rights in the HokoLoko website (including text, graphics, logos, icons and sound recordings) and the software and other material underlying and forming part of the Services and the HokoLoko website.

You may not, without prior written permission, in any form or by any means:  
Adapt, reproduce, copy, store, distribute, print, display, perform, publish or create derivative works from any part of the HokoLoko website; or  
Commercialise, copy, or on-sell any information, or items obtained from any part of this HokoLoko website.

## **6.4 Entire Agreement**

These terms and conditions supersede all previous conditions, understandings, commitments, agreements and representations whatsoever whether oral or written, and constitutes the entire agreement, between the parties, relating to the subject matter of these terms and conditions.

## **6.5 Privacy**

HokoLoko collects, uses and discloses personal information about you, as outlines in detail within our privacy policy.