

Terms & Conditions

Business Details

Kiwi Cabins Custom Builds Limited

NZBN: 9429049603118

GST: 134-673-982

Factory Address

Unit 14, Block A
The Factory, Matangi
452 Tauwhare Road.

Postal Address

309 Newell Road
Tamahere, 3283
Hamilton, Waikato

Overview of Kiwi Cabins' Terms of Purchase/Service

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A} Flat-packs

Please note that any warranty given with our products normally, would not be given with flat-pack products. Any issues due to faults in manufacturing are covered, but we can't refund or replace a product if the issue happened during transport or assembly by the consumer.

A call-out/fixing fee is applicable if you require a member of our team to come and help you/fix anything that might've gone askew in the self-assembly. Get in touch with the team to find out more about this option.

B} Order Cancellations

Cancellation of the order any time after an order has been placed & confirmed (deposit payment) still requires the full payment to be made.

If the order has been confirmed but not yet manufactured we may be lenient, this is on a case by case basis and not promised.

See also the Payment Refunds section F.

For cancellations of layby orders see the Cancellation of Layby Purchases section H.

C} Order Changes

Major change of order in the time period between order confirmation (deposit payment) and delivery/pick up date still requires the full payment of what was originally quoted and agreed upon to be made, plus any additional costs the change(s) may incur.

The main time frame for changes and decisions is before the order is confirmed. Our team are more than happy to spend as long as you like discussing different options and price points to make sure the final order placed is one you are happy with, to minimise the chance of new changes occurring later in the process.

D} Deposits

Orders are not placed into the system until we have received the minimum deposit of 20% (case by case if no deposit was required).

Deposits are non-refundable, cancellation of the order for any reason will not influence this.

E} Payment

Payment is due in full upon receiving any invoices for an outstanding balance unless specifically discussed otherwise with authorised personnel.

Full payment must be made at least 7 days prior to delivery and assembly or collection of goods.

Delivery/Collection of goods will not be scheduled until we are in receipt of full payment.

All goods remain the property of Kiwi Cabins until full payment is received.

F} Payment Refunds

Deposits made to confirm an order are non-refundable.

Order cancellation after the order has been confirmed via deposit payment, still requires the full balance of the order to be paid.

Depending on the circumstances of cancellation there may be a potential for a refund or partial refund towards your order. Get in touch to discuss this option if you are needing to cancel your order.

Potential refunds depend on various factors including but not limited to; materials ordered for the job, workshop hours, administration hours, GST declaration fees, etc.

See also the Order Cancellation & Deposits sections B & D.

For cancellations of layby orders see the Cancellation of Layby Purchases section H.

G} Layby

Layby is a way to buy goods when you can't afford to pay for them straight away. Here at Kiwi Cabins, we reserve the right to offer layby with purchases, if it is an option you would like to explore, get in touch by emailing info@kiwicabins.co.nz to see if your purchase would qualify.

- You pay for the item in scheduled instalments (with no interest).
- The retailer keeps the item until you've paid for it.
- The item costs less than \$15,000.

Not to be confused with the buy now, pay later scheme LayBuy.

H} Cancellation of Layby Purchases:

“You can cancel for any reason before the last payment. Tell the retailer. After cancelling, the retailer must immediately give you a full refund of the amount paid already. They can charge a reasonable cancellation fee. Retailers can recover the cancellation fee as a debt if you don't pay it.” - Consumer Protection NZ

See the Layby Cancellation Fees section K for more details.

I} Layby Refunds

Upon cancellation and agreement termination, you are entitled to a full refund of any payments towards the product that you have paid so far, minus the relevant cancellation fee.

If the amount paid is smaller than the cancellation, a 7-day invoice will be sent out for the remaining balance.

J} Layby Late Fees & Missed Payments

If two or more consecutive payments are missed, we reserve the right to cancel the order.

1-3 days late	\$10
3-7 days late	\$15
7+ days late	\$25

K} Layby Cancellation Fees

Applicable if the client does not pay the layby sale in full by the agreed completion date, misses two or more consecutive scheduled payments, or chooses to cancel the layby sale before the sale is completed.

Within the first 14 days	\$20
After the 14 day mark	\$50
Within 45 days before agreed delivery	20% of total

Justification of fees: The first two flat fees of \$20 and \$50 are to cover staff hours and resources for the admin & paperwork involved in processing the order. The late cancellation fee of 20% is to cover staff hours and a small percentage of material costs, as by this time period we will have placed orders for various materials for the build.

L} Debt Collection/Recovery

We are partnered with Marshall Freeman Debt Recovery. If we intend to employ a debt collector for your case, we will get in contact with you to inform you of our intentions.

Please note, if we have to recover payment via Marshall Freeman it will be the full sum plus their service fees.

M} Client Supplied Joinery

Manufacturing cannot start until **after** we have received the joinery or final measurements. If the joinery is not supplied to the manufacturing workshop to build around in-house, we will not be liable for any faults if there is a conflict in measurements given to us versus the joinery supplied at the delivery/assembly point.

See also the Warranty & Repairs section N for more details.

N} Warranty & Repairs

Most of our products come under our standard three-year warranty. Our warranty is a service style warranty as opposed to a money-back situation.

Please note that any warranty given will not cover consumer faults or acts of God (weather, natural disaster etc.) but that we will still come out and fix these faults for you at consumer cost.

If you have supplied an aspect of your cabin (e.g. doors, windows, roofing material, etc.) any issues with the item in question aren't covered in our warranty, we're happy to talk to you about the issue and if it is something we can fix we will come out and fix up these faults for you at consumer cost.

Fixes/Repairs are sometimes just necessary, everything from the uneven ground or bad site work making doors warp to the kids accidentally backing into the corner of the shed when they're learning how to drive. Who better to fix a Kiwi Cabins product than the Kiwi Cabins team themselves, we know our products – we built them for you, so we can fix them for you. Get in touch with us today to get a quotation on a repair.

If any alterations have been made to the building/product after assembly, this may affect the warranty. This includes but is not limited to; interior finishing, electrical work, plumbing work, retrofitting additional doors & windows, extensions, exterior painting or staining (particularly in dark heat-absorbing colours), etc.

See our Cabin Aftercare sheet (found on our website's FAQs page) for more details on painting or staining your Kiwi Cabins building and/or product.

O} **Timber Disclaimer**

Timber is a natural product with natural characteristics such as; colour variations, warping, shakes, splits, knots, knotholes, and varying surface finishes.

We supply timber products designed for external garden use, and as such our designs take into account timber's natural characteristics and properties when designing for structural integrity.

All timbers are checked prior to shipment. Between the point of shipment and assembly, the characteristics of timbers may adjust, sometimes this is more evident in pressure treated sections, due to the manufacturing process. Once assembled, timbers may continue to adjust to environmental factors such as the weather and load. If you require a smoother finish, you may wish to sand some of the timber, but this is an individual choice.

Splits and cracks in wood are typical and are part of the integrity of the timber and cannot be guaranteed against.

Certain timbers will be affected by painting or staining, see the aftercare sheet found on our FAQs website page or contact a team member to ask.

Kiwi Cabins Custom Builds Limited (trading as Kiwi Cabins) reserves the right to modify existing and create additional points to the above T&Cs.

If you have any questions or complaints, your point of contact is;

Nicholas Annison (Managing Director) - 022 601 3656

Abigail Annison (Sales, Marketing & Admin) - 022 153 2410

Kiwi Cabins Afterhours/Landline - 07 974 0126

info@kiwicabins.co.nz

accounts@kiwicabins.co.nz