



TERMS & CONDITIONS

These conditions of use set out the terms between you and us under which you may access our website www.southcitypanelbeaters.co.nz, any sub-domains (e.g. name.southcitypanelbeaters.co.nz), any social networking sites (eg Facebook or LinkedIn) or apps (our sites). These conditions of use apply to all users of, and visitors to, any of our sites.

Your use of any of our sites means that you accept, and agree to abide by, all the policies in our conditions of use. Our sites are operated by or for South City Panel Beaters Ltd, herein known as South City Panel Beaters. They are subject to New Zealand law.

YOU MAY USE OUR SITES ONLY FOR LAWFUL PURPOSES. YOU MAY NOT USE OUR SITES:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm any person, and in particular minors, in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, malware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware or to access our sites or any computer system associated with us for any dishonest or illegal purpose.

YOU ALSO AGREE:

- To keep your passwords secure and not permit any other person to use them;
- Not to reproduce, duplicate, copy or re-sell any part of our sites in contravention of the provisions of our terms of website use;
- Not to access without authority, interfere with, damage or disrupt:
 - any part of any of our sites;
 - any equipment or network on which any of our sites are stored;

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- any software used in the provision of our sites; or
- any equipment or network or software owned or used by any third party.

INTELLECTUAL PROPERTY

South City Panel Beaters is the owner or authorised licensee of all copyright works supplied to you, including without limitation, the contents of or accessed through www.southcitypanelbeaters.co.nz including all documentation, text, designs, trademark, and graphics. None of these materials or services may be reproduced, adapted, modified, or translated in any way without our prior express written permission.

You may view information and materials on our sites and download only a single copy of these for your personal, non-commercial use. You agree not to license, distribute, create adaptations or derivative works from, transfer, sell or re-sell any document, information, content, or service obtained from our sites without our specific prior written consent.

Where we give specific written consent that you may distribute or redistribute articles, messages or other content posted to our sites you may carry out the activities that we have consented to only on the condition that you maintain

- All copyright and trademark notices,
- Attribution of authorship to the extent available, and
- The integrity of the content, i.e., the article, information, message or other narrative content must not be distributed except as a whole and must not be modified in any way.

No graphics, photographs or other visual elements obtained through our sites may be used, copied, or distributed without the prior express written consent of the original owner and/or South City Panel Beaters.

You must not cause or permit anything which may interfere with, damage or endanger the copyright, trademarks or other intellectual property rights of South City Panel Beaters or any other person whose intellectual property is supplied to you through us, or assist or allow others to do so.

LINKS FROM AND TO THE WWW.SOUTHCITYPANELBEATERS.CO.NZ WEBSITE

South City Panel Beaters provides some links to other websites operated by other parties as a convenience to our visitors and clients. However your use of these links and sites is entirely at your own risk. South City Panel Beaters does not accept any liability with regard to access to these websites, their content or use.

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You must not link or deep link into www.southcitypanelbeaters.co.nz from any other website or electronic system without our prior written consent, being consent which we may withhold or withdraw at any time in our entire discretion.

INTERACTIVE SERVICES

We may from time to time provide interactive services on or through our sites, including, without limitation:

- Chat rooms.
- Bulletin boards.
- Other forums such as Facebook.

(referred to in these conditions as "interactive services").

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our sites, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our sites, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not fool-proof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

STANDARDS FOR ANY CONTENT YOU SUPPLY TO OUR SITES

These content standards apply to any and all material which you contribute to our sites (contributions), and to any interactive services associated with it.

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You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

CONTRIBUTIONS MUST:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in New Zealand and in any country from which they are posted.

CONTRIBUTIONS MUST NOT:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote or contain any sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, marital status, colour, ethical belief, political opinion, employment or family status or age.
- Infringe any copyright, database right or trademark of any other person.
- Be likely to mislead or deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of these conditions of use through your use of any of our sites. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with these conditions of use upon may result in our taking all or any of the following actions:

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- Immediate, temporary or permanent withdrawal of your right to use some or all of our sites.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our sites.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

To the extent permitted by New Zealand law, we exclude liability for actions taken in reasonable response to any breaches by you (or by any person purporting to be you) of these conditions of use. The responses described in these sections are not limited, and we may take any other action we reasonably deem appropriate.

OUR PRIVACY POLICY

Please click [here](#) to read our Privacy Policy

CHANGES TO WEBSITE CONDITIONS

We may revise our website conditions at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in these conditions of use may also be superseded by provisions or notices published elsewhere on our sites or sent to you by email.