



Terms & Conditions

General

Rush Coffee Limited is a registered New Zealand company and all website activities come under New Zealand legal jurisdiction. By accessing and using www.rushcoffee.co.nz you (The User) are in agreement to the following terms and conditions with Rush Coffee Limited (The Seller). If you disagree with any of the terms listed below, you should refrain from accessing or using this site.

Trademarks

The Rush Coffee brand is the property of Rush Coffee Ltd and any unauthorised use is prohibited. "Rush Coffee", "Rush Espresso", "Organic Rush", "Zingaro", "Adrenalin Rush", "Rush Free", "Chocolate Rush" and the Rush Coffee Logo are all registered trademarks.

Copyright

All rights are reserved. No part of this website may be reproduced, stored, copied, distributed, modified, transmitted, reused or defaced in any form for any reason without the prior written permission of Rush Coffee Limited.

Pricing

Rush Coffee will give as much notice of a price increase as possible, however due to the fluctuating prices in green coffee and transport, their prices may change without notice. Prices for items on an order are fixed once your order has been accepted. Subsequent price changes either up or down will not be retrospectively applied to accepted orders. All prices are quoted and charged in New Zealand Dollars on the website. They are inclusive of GST and delivery, excepting when the address is Rural Delivery when a surcharge will be added to the total.

Orders

It is The Users responsibility to ensure all relevant information is correct in their order, prior to confirming. Because Rush Coffee largely roast their coffee to order to keep it fresh, once the order is received they will start the shipment process. Due to this, they cannot guarantee that they will be able to make changes to blend/grind/quantity if the error has been made by The User upon ordering.

In filling out the online order form, The User agrees to pay for the selected product(s) by credit card. By using the online ordering option, The User agrees that they are the person responsible for the credit card and accept all charges made on Rush Coffee's website by that card.

Rush Coffee is committed to observing their obligations under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986.

Rush Coffee Limited reserves the right to cancel any order for any reason. In the event of this happening, The User will be contacted immediately and a full refund will be issued.

In the event that The User completes their order and does not receive a confirmation email (usually caused by closing the browser window before being returned to the Rush Coffee website) it is The User's responsibility to contact Rush Coffee Limited as the order may not have been received.

Delivery

It is the responsibility of The User to include in their order any relevant shipping instructions, including (but not limited to) directions for the driver to leave by the front door or other such place if they are not home. Failure to do so may result in the courier driver returning the item(s) to their depot until such time that The User is able to collect them in person.

Once their order has been processed, it will be prepared for dispatch and shipped by CourierPost excepting in the circumstances that Rush Coffee is able to hand deliver it faster than the time frame CourierPost allows. If the order is received prior to 9am, it will be sent that same business day unless being delivered by hand. If for any reason Rush Coffee are unable to despatch the coffee within 1-2 business day (and the order will be delayed as a result) The User will be notified of any applicable delays.

CourierPost quote a standard 2-3 working day delivery time frame, however for Rural Delivery it can take up to 5 (total). If The User has not received their coffee within this time frame and is concerned, then it is their responsibility to contact Rush Coffee Limited so they can run a track and trace on the item(s).

Payment & Security

Rush Coffee utilises PayMark for online credit card transactions. Their online credit card payment is in real time in a secure environment using a 128 bit SSL validation and encryption technology to ensure security of information passing over the internet. However as no data transmission over the internet can be guaranteed as totally secure, any information The User transmits is at their own risk. The User has the option to save credit card information to make the ordering process easier. Rush Coffee Limited cannot view this information or use this in any way. It is The User's responsibility to ensure they safeguard their password and log in information. If The User suspects that their account has been compromised, it is their responsibility to inform Rush Coffee immediately.

Returns Policy

Because coffee is a perishable product, all refunds are at the discretion of Rush Coffee Limited. Before returning any product, it is The User's responsibility to contact Rush Coffee and inform them of the issue. Because Rush Coffee delivers their coffee as fresh as possible they cannot guarantee a refund if the return is due to a mistake made upon ordering by The User. If the mistake has been made by Rush Coffee or damaged in transit, they will take full responsibility for a refund/replacement as long as they are notified within 48 hours of the order being received.

Amendment of terms & conditions

These terms and conditions may be amended in whole or in part by Rush Coffee at any time. Any amendments will be effective immediately upon publishing them on this Website. The User is responsible for ensuring they are familiar with the latest terms and conditions prior to ordering. The continued use of the Services represents The Users agreement to be bound by the terms and conditions.

These terms and conditions were last updated 2nd March 2015.