



HOFFMAN  
NATURAL  
HEALTH

## TERMS AND CONDITIONS OF SALE

Last updated October 2023

These terms and conditions (“**Ts&Cs**”) are a contract between you and the person identified as “We, us, our” in the Schedule (“**we**”, “**us**”, “**our**”). If you are under the age of 18, a parent or guardian must read and agree to these Ts&Cs for you and a reference to “you” means you and your parent/guardian, as applicable.

These Ts&Cs apply when you buy products and/or services from us. Please read them carefully together with any other rules or guidelines that are posted onto our Website or otherwise notified to you from time to time. These Ts&Cs and the rules/guidelines are together referred to as the “**Terms**”.

### 1. YOUR RESPONSIBILITIES

1.1 What you must do: We require you to:

- (a) be on time for your consultations;
- (b) be courteous and respectful to our practitioners and staff, and clinic guests at all times;
- (c) complete any intake and follow up documentation we require and provide accurate and complete information about yourself (or your child if you are a parent or legal guardian completing information on behalf of your child) and update that information as required, in particular ensure you advise us of all current medical conditions, any known allergies, food intolerances, any medications or supplements you are currently taking and any change in dosage during the period you receive products and services from us, if you have recently received a vaccine or booster, if you are vegan or vegetarian (as some products are derived from animal origins), if you are pregnant, breastfeeding or trying to conceive and anything else that may be relevant for us to know when providing Products and Services to you;
- (d) comply with any health and safety rules and guidelines required by us from time to time;
- (e) deal with us in good faith;
- (f) comply with all applicable laws and these Terms.

1.2 Where you are based overseas. Where you are based outside of New Zealand, it is your responsibility to ensure that the Products and Services ordered by you can be ordered, imported and used in the territory where you are based. We will not be responsible for any orders being confiscated or otherwise not being permitted to be provided to you as a result of the local laws in your area.

1.3 Refusal to service. If you don’t comply with these Terms, we may at our sole discretion, cease providing Products and Services to you.

1.4 Consumer. You warrant that you are acquiring the Products and Services for personal, domestic, or household use or consumption only and are not resupplying in trade, or consuming them during a process of production,

or manufacture or repairing or treating in trade other goods or fixtures on land. In reliance on this warranty, the parties agree that you are a 'consumer' within the definition of the CGA.

- 1.5 Subject to Consumer Guarantees Act 1993. These Terms are to be read so as to conform to the obligations imposed in the CGA. Where these Terms are different to the Act, the Act will prevail. The provisions of the *Contract and Commercial Law Act 2017* apply to these Terms except where the Terms state otherwise (and such contracting out is permissible at law).

## **2. FEES AND PAYMENT TERMS**

- 2.1 Orders subject to availability. All orders placed are subject to our acceptance and product availability. A contract for sale is only formed once we accept your order.
- 2.2 Orders placed with third party suppliers. We are not responsible for any orders placed with third party suppliers e.g. FxMED, Nutriscience, Integria, Pacific Health, Fullscript, Vitaly, Amrita, or Rupa Health Suppliers. If you purchase from third party suppliers, you agree to comply with any terms and conditions of those parties and the applicable laws.
- 2.3 Fees. The fees for our Products and Services are as set out on the Website (if applicable) or otherwise provided by us in writing from time to time. All fees are quoted in either New Zealand dollars or U.S. dollars. Where GST is payable, it will be added to the applicable fee. We reserve the right to change our fees at any time upon notice to you. If you are based outside of New Zealand, you are responsible for all customs and import taxes and duties imposed on your orders.
- 2.4 Payment. Our payment terms vary, depending on the Products or Services that you buy. You agree to pay for the Products and Services in accordance with the relevant payment terms notified to you from time to time.

## **3. WARRANTIES**

- 3.1 No limitation on your statutory rights. Subject to the New Zealand Consumer Guarantees Act, we make no express warranties or representations other than as set out in this clause 3 and we exclude all liability to you. Nothing in the Terms excludes, restricts or modifies any terms, conditions or warranties that are imposed or implied by law. Limitations and exclusions are made only to the extent that we may legally do so.
- 3.2 Acceptable quality. You should inspect the Products for fitness for purpose, appearance and finish, durability, safety, and that are free from any minor defects before supply having regard to the nature of the Products, the Fees, statements or representations made about the Products, the nature of our business and all other relevant circumstances to the supply of the Products. If you have not had an opportunity to inspect the Products in this way (e.g. due to buying online) for acceptable quality prior to delivery, you must, within 2 (two) working days of first having the opportunity to inspect the Products, notify us of any reason why the Products are not of acceptable quality.
- 3.3 Purchase from third party. Where you have purchased Products from a third party, you should contact the third party directly with any issues.
- 3.4 Notice of defects. Where any defects in Products have been notified to you before you agreed to the supply, then the Products will not be considered to be of unacceptable quality by reason only of those notified defects.
- 3.5 Return of goods. If the Products are not of an acceptable quality, please must return the Products to us. Within 15 working days of return, we will either repair, replace the same, or refund the Fees (if already paid).
- 3.6 Delivery and risk. Delivery of the Products to a carrier is deemed to be delivery of the Products to you. Risk in the Products transfer to you once we deliver the Products to the carrier.
- 3.7 Consumer guarantees. Our Products and Services come with guarantees that cannot be excluded under the CGA. For failure with a Product or Service, you are entitled: (a) to a replacement/re-supply, which we will do within a reasonable time; or (b) where the failure cannot be remedied or is a failure of a substantial character, to a refund, or to compensation for its reduced value. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the Products and Services. The benefits of this warranty are in addition to any rights and remedies available at law. Our liability to you is limited to the options set out in this clause.

- 3.8 Refunds. We will only refund an order placed if we can't fill it, if we think it's reasonable to do so, or otherwise as agreed in writing. Please choose carefully, as refunds are not available if you simply change your mind.
- 3.9 Warranty. Subject to clauses 3.1 (*No limitation on your statutory rights*), 3.1 (*Consumer guarantees*) and 3.10 (*No liability for allergies and reactions*) we warrant that the Products are fit only for the purposes for which the type of goods are commonly supplied and only up to the period indicated on such goods (if any) ("**Warranty Period**").
- 3.10 No liability for allergies and reactions. Some of the Products may contain ingredients that are derived directly from nuts or otherwise contain potential allergens or ingredients that you may react to (e.g. gluten, dairy etc). Some herbs or other ingredients may be contraindicated with certain conditions including during pregnancy. It is your responsibility to read through the ingredients list prior to purchase of the Product and to contact us if you are unsure whether a Product is right for you. If you buy a Product and have a reaction to it, please discontinue use and contact us. You agree that we will not be held liable for allergic or adverse reactions and that we do not exchange or refund on the basis of allergic or adverse reactions to Products.
- 3.11 Limitation of liability. If our Products and Services fail to comply with the warranties set out in this clause 3 and where this is with respect to any goods and a warranty claim is made within the Warranty Period, our liability is limited to (at our sole discretion): (a) in the case of goods, replacing the goods or supplying equivalent goods; (b) in the case of services, supplying the services again or paying the cost of supplying the services again.
- 3.12 When we will not accept returns. Subject to clause 3.1 (*No limitation on your statutory rights*), this warranty will not apply, and we will not accept Products for return where you have disposed of, lost, destroyed, or damaged the Products after or attached or incorporated the Products into any real or personal property or due to any accident or Force Majeure.
- 3.13 No guarantee of outcomes. Health and wellness results vary depending on your personal health situation, your environment and other factors. Therefore, we do not make any representations or warranties as to results or outcomes (including, for example, cure of a particular disease or resolution of any symptom or condition etc.) as a result of using our Products and Services and/or following our advice or recommendations.
- 3.14 Consequential Loss. We are not liable for any Consequential Loss suffered by any person.
- 3.15 Your liability. You agree that if you breach these Terms, or any liabilities are incurred by us arising out of your use of the Products and Services, you will be responsible for the costs and expenses that we and our Associates incur as a result of the breach, including reasonable legal fees (if applicable). Furthermore, we are not liable for any information, on our Website or elsewhere, being inaccurate, incomplete or not up-to-date; any breach by you of these Terms; any misuse of the Products or Services or any breach of other laws by you.

#### **4. INTELLECTUAL PROPERTY RIGHTS**

- 4.1 Intellectual Property. Unless otherwise indicated, as between you and us, we own all right, title and interest (including Intellectual Property Rights) in any information provided to you in the delivery of our Products and Services. Your use of our Products and Services, and your submission of personal information to us, including your health information, does not grant or transfer to you any rights in our Products or Services.

#### **5. CONFIDENTIALITY**

- 5.1 Confidentiality. Your use of the Products and Services is for personal purposes only. You agree not to distribute, publish, duplicate, copy, create, sell or share portions of the Products or Services, use the Products or Services for any commercial purposes or for your own financial gain. You also understand that certain Products and Services (for example e-books or other educational materials written by us) may contain information deemed as confidential by us and you agree to not disclose this information without our permission and written consent (which may be withheld in our absolute discretion). We note, this limitation does not include sharing details of our Products and Services, recommendations or test results with your primary care physician or other relevant healthcare providers, which we recommend that you do.

## 6. DISPUTE RESOLUTION

- 6.1 Disputes. You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of our Products and Services including disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us.

## 7. GENERAL

- 7.1 Disclaimer. Nothing in this disclaimer will limit or exclude any liability that may not be limited or excluded by applicable law. Any information or guidance provided by us is given within the scope of our expertise and is not intended to be a substitute for the consultation, diagnosis, and/or medical treatment of your doctor. You are strongly advised not to delay seeking medical advice, disregard medical advice or discontinue medical treatment because of the information or guidance we provide you with. We encourage you to discuss any recommendations or guidance we give you with your doctor and any other healthcare professionals you choose to see for your health. Ultimately you are responsible for any decisions you make regarding your health. We therefore expressly disclaim all responsibility and will have no liability for any damages, loss, injury, or liability whatsoever suffered by you or any third party because of your reliance on any information or guidance we provide you with. If you have any specific questions or concerns about any medical matter, you should consult your doctor as soon as possible. If you think you may be suffering from any medical condition, you should seek immediate medical attention from your doctor.
- 7.2 Privacy. We collect, hold and store your personal information in accordance with our privacy policy. A copy of our privacy policy can be found on our Website or directly from us.
- 7.3 Force majeure. Neither Party will be liable to the other for any failure to perform its obligations under these Terms where such failure or delay is caused by events beyond its reasonable control, including epidemics, pandemic, quarantine, biological contamination, entry and exit restrictions, industrial disputes, strikes, lockouts, lockdowns, acts of god, acts or threats of terrorism or war ("**Force Majeure**") provided such failure or delay could not have been prevented by reasonable precautions or could not have reasonably been circumvented by the non-performing Party by means of alternate sources, workarounds or by using its best endeavours. However, the foregoing does not apply if the Force Majeure event is caused by a breach of the Terms by the non-performing Party. If an event of Force Majeure occurs, we may suspend or terminate an order or booking by written notice to you.
- 7.4 Exclusion of the Vienna Sales Convention. The United Nations Convention on Contracts for the International Sale of Goods concluded in Vienna, Austria on 11 April 1980 does not apply to the Terms or to any individual contract of sale concluded within the framework of the Terms.
- 7.5 Entire agreement. The Terms contain the entire understanding between the Parties concerning its subject matter and supersedes all prior communications.
- 7.6 Governing law. These Terms are governed by and will be construed in accordance with the laws of New Zealand. The Parties agree to irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New Zealand and courts hearing appeals from those courts.

## 8. DEFINITIONS

### 8.1 Definitions In these Terms:

**CGA** means the Consumer Guarantees Act 1993.

**Associate** in relation to a Party, means the employees, officers, directors, contractors, and agents of that Party.

**Business Day** means a day other than a Saturday, Sunday or a public holiday in Nelson, New Zealand.

**Consequential Loss** means, without limitation, indirect, consequential or remote loss or damage; special, punitive or exemplary damages, loss of profit, revenue, business opportunity, goodwill or reputation and any other special loss or damage.

**Consumer** has the meaning given to that term in the CGA.

**Fee** means the amount payable by you to us for our Products and Services.

**Force Majeure** has the meaning given in clause 7.3 (*Force Majeure*).

**GST** means goods and services tax in terms of the *Goods and Services Tax Act 1985*.

**Intellectual Property Rights** means all intellectual and industrial property or protected rights, including copyright, moral rights, patents, trade marks, trade names, confidential information, know-how, trade secrets, registered or unregistered designs, database rights and domain names, whether or not any of them is registered and including applications for registration of any such thing now or in the future in force and effect worldwide.

**Minimum Notice** means a minimum notice required to cancel a consultation booking, as set out in the Schedule.

**Privacy Policy** means our privacy policy set out on our Website from time to time.

**Products** means products made available for purchase by us (whether in our clinic or online) and/or via third party health suppliers such as vital.ly, Fullscript, Pacific Health Products, FxMed, ProHerb and Nutrisearch:

(a) remedies and treatments which may include herbal medicine, practitioner-only supplements, retail supplements, nutraceuticals, and tonics.

(b) skincare, beauty products and cosmetics;

(c) meal plans;

(d) educational products which may include e-books, books, and online courses and programs;

(e) gift cards.

and other associated health and wellness products made available by us from time to time.

**Services** means any health and wellness services provided by us from time to time including consultations with a practitioner, functional and other health and wellness testing, provision of personalized treatment plans, oral and written advice and recommendations, formulation and provision of personalized remedies, provision of health and wellness related courses and programs.

**Warranty Period** has the meaning given in clause 3.8 (*Warranty*).

**Website** means our website, from time to time.

### 8.2 Interpretation. In these Terms, unless the context requires otherwise: (a) a word that is derived from a defined word has a corresponding meaning; (b) neither this agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for drafting it; (c) a reference to these Terms or any other agreement includes any variation, novation, supplementation or replacement of it; (d) headings are for convenience only; (e) the phrase include or similar phrases does not limit what else might be included; (f) a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it from time to time; (g) a reference to “**law**” means all laws in force from time to time; (h) a reference to dollars or \$ is to an amount in New Zealand currency; (i) the singular includes the plural and vice versa; (k) “**in writing**” includes any modes of reproducing words in legible and non-transitory form including by email and other electronic means.

## SCHEDULE – KEY DETAILS

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**We, us, our** Name / Company Name: Camille Hoffman / Hoffman Natural Health  
NZBN: 9429050198221  
Address: 71 Halifax Street East, The Wood, Nelson New Zealand 7010  
Contact: Camille Hoffman, +64 021 2687037, [camille@hoffmannaturalhealth.com](mailto:camille@hoffmannaturalhealth.com)

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**Contact details for orders and warranty claims** Camille Hoffman, +64 021 2687037, [camille@hoffmannaturalhealth.com](mailto:camille@hoffmannaturalhealth.com)

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**Business Day** Nelson, New Zealand

**Clause 8.1**

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**Minimum Notice** 72 hours

**Clause 1(c), Attachment B**

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## ATTACHMENT A – PRODUCTS

The following terms apply to your purchase of our Products:

1. Orders. You can order products via our Website or in person in our clinic.
2. Practitioner-only products and herbal medicines. In order to access and purchase practitioner-only Products, you will require a Consultation with one of our practitioners prior to purchase.
3. Delivery. Products that you order will be delivered to the address you provide in your order.
4. Delivery dates are estimates. We rely on third parties to deliver Products to you. This means that any period or date for delivery of the Products by us is an estimate only (subject to your rights at law).
5. Product Recalls: If a Product is recalled, you will have a new product issued to you as soon as possible or you will be refunded for that Product. This situation is rare but can happen and we will contact you immediately to cease the consumption of the specific Product.

## ATTACHMENT B – SERVICES

### 1. CONSULTATIONS

The following terms apply when you book a consultation with us:

- (a) Booking a consultation. You can book a consultation with Camille by calling or emailing us, or booking via our Website. Consultations are available by video chat or by any other means agreed by us and you.
- (b) Fees. All bookings must be paid for in advance.
- (c) Cancellation by you. We understand things come up and sometimes you need to reschedule your consultation, which can be done at any time. Cancellation of consultations made with less than the Minimum Notice, or failure to attend a scheduled Consultation are non-refundable.
- (d) Cancellations by us. If we are unable to attend a consultation, we will notify you in writing. We will refund any monies paid upfront by you for the consultation. We are not liable for any loss or damage whatsoever arising from the cancellation.
- (e) Refunds. We appreciate your consideration of our time and will express the same consideration for yours. Please give us at least the Minimum Notice of any cancellation. We will provide a refund (minus credit card fees) of any Fees pre-paid for the Services that have not been provided.

### 2. TESTING

The following terms apply when you order a test with us:

- (a) No liability. You will be advised whether testing will occur onsite at our clinic or off-site by third party providers. We are not responsible for the accuracy of any tests.
- (b) Collection of DNA samples for testing: where you have ordered a test that requires a DNA sample (i.e., hair sample, saliva, or blood), you authorise us, where required, to collect, handle and process those DNA samples for testing for testing including sending to third party laboratories or organisations for testing. You acknowledge that DNA samples will not be returned to you.

### 3. PACKAGE AND PROGRAMS

The following terms apply when you order a package or program from us:

- (a) Cancellation. Once your order is confirmed and payment is made, packages and programs cannot be cancelled and refunds will not be offered.