

Terms & Conditions

These terms and conditions govern your use of this website. By using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, please do not use this website.

This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to Marion McKellow Online's use of cookies in accordance with the terms of Marion McKellow Online's privacy policy.

License to use Website

Unless otherwise stated, Marion McKellow Online and/or its licensors own the intellectual property rights in this website and material on this website. All these intellectual property rights are reserved.

You may view, download for caching purposes only, and print content from the website for your personal use, subject to the restrictions set out below and elsewhere in the Terms and Conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on this material; or,
- redistribute material from this website.

Acceptable Use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website in any way to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spy-ware, computer virus, Trojan Horse, worm, keystroke logger, root-kit or other malicious computer software.

You must not use this website in any way that conducts any systematic or automated data collection activities including, (without limitation) scraping data, data mining, data extraction and data harvesting on or in relation to this website without express written consent.

You must not use this website in any way to transmit or send unsolicited commercial communications.

You must not use this website in any way for any purposes relating to marketing without express written consent.

Restricted Access

Access to certain areas of this website is restricted. Marion McKellow Ltd reserves the right to restrict access to areas of this website, or indeed this entire website, at Marion McKellow Online's discretion.

If Marion McKellow Online provides you with a user ID and password to enable you to access restricted areas of this website or other content and services, you must ensure that the user ID and password are kept confidential.

Marion McKellow Online may disable your user ID and password at sole discretion without notice or explanation.

No Warranties

this website is provided "as is" without any representations or warranties, express or implied. Marion McKellow Online makes no representations or warranties in relation to this website or the information and materials provided on this website.

Subject to the generality of the foregoing, Marion McKellow Online does not warrant that:

- this website will be constantly available, or available at all; or,
- the information on this website is complete, true or accurate or non-misleading.

Nothing on this website constitutes (or is meant to constitute), advise of any kind.

Limitations of Liability

Marion McKellow Online will not be liable to you in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or,
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss of corruption or information or data.

These limitations of liability apply even if Marion McKellow Online has been expressly advised of the potential loss.

Exceptions

Nothing in the website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in the website disclaimer will exclude or limit Marion McKellow Online liability on respect of any:

- injury caused
- fraud or fraudulent misrepresentation on the part of Marion McKellow Silver Jewellery; or,
- matter which it would be illegal or unlawful for Marion McKellow Silver Jewellery to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other Parties

You accept that, as a limited liability entity, Marion McKellow Online has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Marion McKellow Online and its officers, employees, agents and sub-contractors.

Unenforceable Provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify Marion McKellow Online and undertake to keep Marion McKellow Online indemnified against any losses, damages, costs, liabilities and expenses (including without limitation, legal expenses and any amounts paid by Marion McKellow Online to a third party in settlement of a claim or dispute on the advice of Marion McKellow Online's legal advisors) incurred or suffered by Marion McKellow Online arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these Terms and Conditions

Without prejudice to Marion McKellow Online's other rights under these terms and conditions, if you breach these terms and conditions in any way, Marion McKellow Online may take such action as Marion McKellow Silver Jewellery deems appropriate to deal with the breach, including suspending access to the website, prohibiting you from accessing the website, contacting your Internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

Marion McKellow Online may revise these terms and conditions from time to time. Revised terms and

conditions will apply to this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

Marion McKellow Silver Jewellery may transfer, sub-contract or otherwise deal with Marion McKellow Online's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire Agreement

These term and conditions constitute the entire agreement between you and Marion McKellow Online in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and Jurisdiction

These terms and conditions will be governed by and construed in accordance with New Zealand Law, and any dispute relating to these terms and conditions will be subject to the non-exclusive jurisdiction of the courts of New Zealand.