



Application to access Chesters Online

Please fill in all details below:

Account Number	
Company Name	
Company Phone Number	
Fax Number	
Contact Name	
Mobile Number	
Email Address	

Please review the 'Terms of Use' and Privacy Policy enclosed and **sign both sections on page 3 and 6**

Once completed please send to your Chesters Branch Manager for processing or email to murray.chester@chesters.co.nz

When processing is completed you will be sent an email with your logon details followed up with a phone call to talk you through the setup process.

NOTE: You MUST use internet explorer version 7 or greater.

For internal use only

Manager Approved

Login set

Password set

Confirmation sent

Date



Terms of Use

These are the terms for the use ("Terms of Use") of the website owned and operated by Chester's Plumbing & Bathroom Centre Limited ("Chester's ") and accessed under the domain name 'Chester's .co.nz' ("the Site"). In these Terms of Use "we", "our" and "us" refer to Chester's.

By accessing or using this Site you acknowledge and agree to comply with these Terms of Use. If, after having read these Terms of Use you do not accept them, you should immediately log out from this Site.

We reserve the right to vary these Terms of Use and the Privacy Policy at any time by publishing varied provisions on this Site. By continuing to use this Site after the publication of any amended Terms of Use you are agreeing to be bound by such amended Terms of Use.

These Terms of Use should be read in conjunction with [Chester's Privacy Policy](#).

Intellectual Property

We either own or licence all copyright in this Site and all rights are reserved. We either own the intellectual property rights in the content material that appears on this Site, or we have obtained the permission of the owner of the intellectual property to use the content on this Site.

You may use or copy material appearing on this Site for the purposes contemplated by this Site provided that you retain all copyright, trademark and proprietary notices contained in the content. No other use, including reproducing, adapting, distributing, storing, broadcasting or copying any material appearing on this Site is allowed without our written permission.

Where material not published by us appears on this Site, you must not use or copy any such material without the written consent of the original owner.

Use of information

The information presented on this Site has been compiled from various sources and is intended to be factual information only. The description of the various products and services on this Site is provided solely for general purposes and is not intended to be a complete description of all the terms, conditions or exclusions applicable to the particular products or service. While we take reasonable steps to ensure that the information contained on this Site is accurate and up-to-date, the information is subject to change without notice.

You should not rely on the information contained in this Site as personal advice. You are solely responsible for the actions that you may take in reliance on the information contained on, or accessed through this Site.

Our Liability

You acknowledge that:

(a) Except as expressly stated in these Terms of Use, all warranties, representations or conditions relating to any aspect of this Site, or to the information contained on this Site (whether express or implied and whether arising in contract, at common law or under statute) are expressly excluded to the maximum extent permitted by law.

(b) If any relevant statute (including without limitation the Fair Trading Act 1986 and the Consumer Guarantees Act 1993) implies statutory rights, conditions or warranties which cannot be lawfully excluded, our liability and the liability of our employees, directors or agents will be limited to, at our discretion, the supply of products or services again or the payment of the cost of having the products or services supplied again.

(c) This Site is, to the extent permitted by law, provided "as is, as available", without any warranty of any kind including, without limitation, any warranty with respect to the quality, performance or functionality of this Site and that this Site will be interrupted or error free.

(d) Changes or updates to the content of this Site may occur without notice. Neither we, nor our directors, employees or agents can accept liability for any errors or omissions and make no representations as to the accuracy, adequacy or completeness of any information contained on this Site.

(e) To the extent permitted by law, we are not liable to you for any incidental, indirect, special, consequential



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or economic loss or damage (including loss of profits or opportunities and exemplary or punitive damages), liabilities, claims or expenses whatsoever, arising out of, or in relation to, your use of, or reliance on information contained on or accessed through this Site, or in respect of any failure or omission by us to comply with our obligations under these Terms of Use, whether arising in contract, in tort including negligence, at common law or under statute.

(f) To the extent permitted by law, you indemnify us from and against all actions, claims, suits, demands, liabilities, costs or expenses arising out of or in any way whatsoever connected to the use of the Site.

Links to other websites

As a convenience to you, this Site may contain links to other websites independently maintained by others. Because we do not control these other web sites, we cannot be responsible for the content or accuracy of the information or other material on these linked web sites.

The fact that we have provided a link to another website does not mean that we make a recommendation or give any endorsement or approval of any products or services contained in those other websites. We do not guarantee that these other websites will be free from viruses or other harmful components or that access to these websites will be without error or interruption or that any defects on those websites will be corrected.

You acknowledge that you cannot make any hyperlinks to this Site without our prior written consent.

Jurisdiction

This Site provides information about Chester's and the products and services Chester's provides. Unless expressly stated otherwise, the Site, these Terms of Use and any disputes arising from their use, is governed exclusively by the laws and the courts of New Zealand.

Contact Us

The registered office of Chester's is C/- Cleaver & Co, Chartered Accountants, Level 1, 26 Crummer Rd, Grey Lynn, Auckland, New Zealand.

Signed:

Position:

Date:



Privacy Policy

This is Chester's Plumbing & Bathroom Centre Limited ("Chester's ") policy on the management of personal information ("Privacy Policy"). In this Privacy Policy "we", "our" and "us" refer to Chester's . Our Privacy Policy applies to personal information held about you.

Please read our Privacy Policy carefully before using this Site. It should be read in conjunction with our [Terms of Use](#).

1. Our commitment to privacy

Chester's considers the protection of your privacy of great importance in our business activities. We are committed to acting in accordance with the Privacy Act 1993 ("the Act").

2. Collection of information

We only use and disclose personal information about you for the purposes for which it was disclosed to us. Collection occurs when you first apply or request a product or service from us, however during the course of our relationship with you we may continue to collect personal information. Collection can occur in various ways, such as over the phone, meeting with you in person, over the internet (if you transact with us online), or when you fill in one of our forms.

3. Use of information

What we will do

We will endeavour to only use your personal information in accordance with the Information Privacy Principles set out in the Act. Our general purpose for obtaining your personal information is to use it to provide you with the products and services you require.

Other uses of your personal information may include but are not limited to:

- Helping to identify you when you telephone us to make an enquiry. For example, we may ask for your date of birth so that we can avoid disclosing information to a person who is not authorised by you to receive it
- Contacting you about improved administration of any services and products provided by us previously, now or in the future
- Helping prevent or detect fraud or loss
- Contacting you by any means (including mail, email or telephone) in relation to a particular service or product
- Contacting you for research/feedback purposes

What we won't do

We will not sell or lend your personal information to other companies or persons who are not part of our business group.

4. Disclosure of information

We will only disclose your personal information to third parties in accordance with the Information Privacy Principles set out in the Act. The ability to disclose personal information is limited under the Act to certain circumstances, which include where disclosure is required by law, where disclosure is authorised by you or where the disclosure was one of the purposes for which the information was collected.

5. Security of information

We maintain security measures in order to protect personal information from misuse, loss or unauthorised access, modification or disclosure. This includes following certain procedures, for example checking your identity when you telephone us, using secure passwords for our computer systems and limiting access to personal information to those who specifically need it to conduct their business responsibilities.



We require our employees to respect the confidentiality of any personal information held by us and each staff member is responsible for handling personal information in accordance with the Act.

Unfortunately, no data transmission over the Internet can be completely secure. If you have concerns about the security of the contents of an e-mail then you should consider contacting us by other means.

If you have registered login access to secure parts of this website, your account information is password protected. We recommend that you do not share your password with anyone.

We will delete personal information that is no longer required by Chester's

6. Accuracy of your personal information

We will take reasonable steps to ensure that the personal information which we collect, use or disclose is accurate, complete and up-to-date. This includes taking reasonable steps to correct inaccurate, incomplete or out-of-date personal information if you have asked us to do so.

If you believe that any of the personal information that we hold about you is not accurate, complete or up-to-date, please let us know. You can contact your local Chester's branch to make your request.

7. Access to personal information

The Act gives you the right to request access to any or all of your personal information held by us. To ensure we supply any personal information to the correct individual we require all requests for access to be in writing. To comply with the Act any requests made by an agent on your behalf must be accompanied by a written authority from you authorising that particular agent to act on your behalf.

The Act outlines circumstances under which we may refuse to allow you access to some or all of your personal information. In such cases, we will give you a reason for our decision.

Please contact your local branch for more information about requesting access to your personal information.

8. Cookies

Cookies are pieces of information that a web site transfers to your computer's hard disk for record keeping purposes. We may use 'cookies' to monitor website user traffic patterns and site usage. They help us to understand how our customers and potential customers use our web site so that we can develop and improve the design, layout and functionality of the sites. Cookies do not personally identify you, although they do identify your browser.

If you do not want us to deploy cookies in your browser, you can set your browser to reject cookies, or to notify you when a website tries to put a cookie on your computer. However, rejecting cookies may affect your ability to use some of the products and/or services on our website.

9. Links

Our web site may contain links to other web sites belonging to organisations or people who are not part of Chester's. We are not responsible for the privacy obligations of those sites. We recommend that you read the privacy and security policies on those particular web sites to understand how they deal with your personal information.

10. Future changes

Our business will continue to evolve as we introduce new services and features to this Site. Due to this, from time to time we may review this Privacy Policy and may amend it to reflect changes in legislation, industry codes or in the business environment. We encourage you to review this Privacy Policy on a regular basis to stay informed of changes.



The Office of the Privacy Commissioner website has further details of the New Zealand Privacy Act and how it protects personal information in New Zealand.

Signed:

Position:

Date:
