

## **HCS New Zealand Limited ("Ezy Imports") Terms and Conditions of Layby ("the Terms")**

These terms and conditions are additional to the standard terms and conditions of sale and service and extend to only sales where our Layby services are used. This standard set of Terms and Conditions is available to customers from any page of our website ([www.ezyimports.co.nz](http://www.ezyimports.co.nz)) in the 'Footer' section with the Copyright notices.

None of the terms and conditions outlined below attempt to contract out of obligations set out by the Layby Sales Act 1971.

### **Terms and conditions**

- Layby payment periods extend over a normal period of 4 weeks, or 6 weeks if confirmed in writing.
- It is best that you try and pay on a regular basis. We will deliver an advisory email upon Layby of any products however you can adjust payment amounts and dates to suit your requirements. The full amount however must be paid within 4 weeks or an extended period if confirmed in writing. If you are having problems making the final payment by this deadline, simply contact us and we can help by adjusting the timeframes
- When you place your goods on Layby, you must make your first payment within 1 week. Ezy Imports reserves the rights to cancel and delete all Layby sales without payment after 1 week (seven days) of purchase.
- We will keep you informed periodically of how your payments are progressing, and how much more you need to pay to complete your Layby purchase.
- All correspondence, including remittance advice, statements and invoices will be delivered via email from the 'ezyimports.co.nz' domain. Please ensure any spam filters allow the incoming mail from 'ezyimports.co.nz'.

### **Cancelling a Layby**

*Can I cancel my Layby Order?*

- You can cancel at any time by expressing your request in writing to us via email. You do not need a reason to cancel your Layby.
- You will receive a full refund of any payments you have made less a \$15 administration fee + any depreciation which may have occurred to that particular product during the Layby period.

*Can you cancel my Layby Order?*

- Yes, but only if you do not keep to the agreed terms (for instance, if you do not make payments as agreed or do not pay off the Layby in the time given).
- If we do cancel the Layby due to your failure to pay in the time allowed you will receive a full refund of all your payments less an administration fee of \$15 + any depreciation which may have occurred to that particular product during the Layby period.
- We will never cancel a Layby without discussing why and how you may be able to complete the Layby to avoid the cancellation.