

Terms and Conditions

Diet Your Way

Diet Your Way is a platform providing ways of outsourced customised meal preparation and delivery service, and operating as a sole trader in New Zealand.

The business is simple. You send us your meal or diet plan and we'll organise for the ingredients to be foraged, the meals to be crafted and delivered fresh to your home or workplace (provided one of them is in the Auckland region at the moment). We can't take all the credit, our commercial cooking partners (otherwise known as restaurants) make the meals and then deliver the meals out to you. Meaning you get all the satisfaction of a healthy diet without the painstaking effort to make it.

It's important to point out that our service is one of facilitation. We don't do any of the cooking and we don't do any of the delivering. We're simply connecting you to the companies that do. We take a fee for our service, and we settle the costs between you and the third-parties. By using our service, you agree to hold us harmless for issues with your meals and the delivery thereof. However, we will help you solve any problems that you may have with our third-party providers.

By ordering from us you agree to be bound by these Terms and Conditions. Please read them carefully, it's important that you understand the ins and outs of our service before signing up.

Interpretation

In these Terms and Conditions unless the context otherwise requires:

Agreement means our agreement with you to provide the Services. The complete agreement between you and us is set out in these Terms and Conditions.

Diet Your Way means the sole trader in New Zealand operating the Website and providing the Services, and any or all of its affiliates and successors. We also use 'we', 'our' and 'us' when we're talking about ourselves.

Fees means the sums payable by you to us for the Services.

Service(s) means the facilitation services that we provide between you and Third-Party Providers to ensure that the meals in your meal plan are prepared and delivered to your door.

Third-Party Fees means the sums payable by you to the Third-Party Providers that help us prepare your meals and deliver them to you.

You means the person registering to use our Services. We also use 'your' when we're describing rights and obligations that you have under these Terms and Conditions.

Website means www.dyw.co.nz and all subsequent links and paths that are not operated by third parties.

Eligibility

1. You must be at least 18 years old to use our Services and agree to these Terms and Conditions.
2. You must reside in one of the areas in which we can deliver. They are: Whangarei, Auckland, Hamilton, Tauranga, Rotorua, Taupo, New Plymouth, Palmerston North, Hawkes Bay, Wellington, Nelson, Christchurch and Dunedin.

Note: We are only accepting orders in Auckland at the moment while we find more restaurants that can make your meals. We'll make an announcement on the website when we're available Nationwide. In the meantime, you can stay up to date with our progress by signing up to our newsletter.

Sign-up Process

3. To use the Services, you'll need to create an account on the Website. You'll need to provide your full name, your email address, your physical address and your phone number to create an account and then set a username and password. It is your responsibility to keep your account details secure. Please do not share them with anyone.
4. By signing up to use the Services, you agree to pay the Fees.

Ordering Process

5. After you register to the Services, you can start the ordering process. The first step is to upload your meal plan to the website. It needs to be as detailed as possible. Please list the ingredients, cooking methods and measurements, where appropriate and if needed in your diet.
6. While your meal plan will usually indicate the number of meals you're asking us to organise for you for the week, you'll still need to set this during the ordering process. You can do this on the Website in the My Account section. If any details are missing from your meal plan, we reserve the right to instruct the Third-Party Providers to make appropriate substitutions, alternatives or suggestions for your meals.
7. There are no minimum number of meals per week.
8. We need 72 hours' notice to get you set up and ready to have your first meal delivered. So, if you join on Monday and send your meal plan through. We can organise your first meals for Thursday the latest.

Meal Preparation

9. At times, it might be impossible for restaurants to create a meal according to the specific instructions in your meal plan, for example, when seasonal produce is unavailable, or their suppliers are impacted by adverse weather or growing conditions. In the unlikely event that a restaurant cannot create a meal for you according to your meal plan, we will contact you to discuss substitutions or alternative ingredients.
10. We ask the restaurants we use to make the meals as close to the instructions included in your meal plan as possible, but we cannot guarantee that they will always use the correct cooking methods, oils or ingredients at all times.

Deliveries

11. You can choose to have your meals delivered 'on-time' (every meal delivered to your door as it is made) or 'daily' (all of the meals you've ordered for that day delivered to your door together at the same time). You can select your preference in the My Account section of the Website.

12. We need 48 hours' notice to change one of your deliveries, including for address changes, order cancellations, delivery type changes and changes to the number of meals you're having delivered (for example, if you decided to have only two meals delivered and not all three).

13. We can't guarantee that your meals will get to you at a certain time even if you specify a desired delivery time. We're not responsible for late deliveries.

14. We're not responsible for any failed deliveries due to incorrect address information, unclear delivery and access instructions, our inability to access the delivery address or you not being available at the time of delivery.

15. When you've given us permission to do so, we may leave your meals at the address you've specified in a safe place. When you give us your express permission to do so, you're agreeing to hold us harmless for any meals that go missing, get stolen or get spoiled.

Cancelling an Order

16. We understand that sometimes life can get in between you and your meals. Therefore, we try and be flexible if you need to cancel an order. If you cancel 4 hours before your meals are due to be delivered, we can cancel your order and credit your account for you to use at another time. For example, if you only order dinners and they get delivered at 6pm, you can only cancel that order and delivery before 12pm on the same day. If you have all three meals delivered in the morning, you'll need to cancel very early on the day of the delivery or the night before the delivery.

17. If you don't provide us with the requisite cancellation notice as set out in clause 16 above, we reserve the right to charge you a cancellation fee.

Payment

18. You will pay the Fees set out in the Fee schedule in clause 25 below in full, in advance, and free of any deduction or setoff whatsoever.

19. You understand that your use of the Services will result in charges to you for the meals you instruct us to be prepared by, and have delivered to you from, a Third-Party Provider ("Third-Party Fees"). You agree to pay these Third-Party Fees weekly or monthly in advance in accordance with the payment method you choose in the My Account section of the Website during the ordering process.

20. We facilitate your payment of the applicable Third-Party Fees on behalf of the Third Party Provider. You agree to pay the Third Party Fees that we set out in our communication to you after you submit your meals plans.

21. All Fees (including Third-Party Fees) paid by you are final and non-refundable, unless otherwise determined by us.

22. We reserve the right to increase the price of the meals to reflect any increase in the cost due to any factor beyond our control (such as, and without limitation, the cost of delivery, the cost of raw ingredients, the cost of labour).

23. The Fees you pay to us are determined by the number of meals you ask us to organise for you in the calendar month and are set out in the schedule below:

Meals ordered	Fees
From 1 to 30+ meals per month	\$199 per month

Failure to Pay

24. If you fail to pay any Fees that you owe to us, or if any payment you have made is declined or otherwise not received, we may do any of or all of the following:

a. charge interest on the unpaid amounts due (at the monthly rate of 2.5%) from the date the amount became due until it is paid in full;

b. charge any reasonable debt collection and legal costs incurred as a result of your failure to pay the Fees due;

c. charge a late payment administration fee of \$15 per month for any month or part thereof that a due payment remains outstanding under any invoice;

d. suspend or terminate the Services;

e. on-charge any dishonour or other fees arising from your failure to pay.

25. We are under no obligation to continue to deliver any Services to you whilst you owe have any outstanding Fees owing to us.

Returns

26. If you discover a defect in any meal that you order through us, you may return the defective meal to us (or call us to arrange the pick-up of the defective meal) for a replacement credit that we will automatically add to your account. If a replacement is not possible, we will refund the cost of the meal on behalf of our restaurant partners.

Meal Safety

27. It is your responsibility to let us know if you have any allergies or other food related dietary requirements. We will do our absolute best to notify the restaurants of your allergies and ensure that they are making reasonable efforts to prevent contamination, however, there is always a risk of contamination. You need to be aware of this risk.

28. We will not take any responsibility for any allergic reactions if you have not disclosed your allergies to us.

29. All of the meals are delivered to your door fresh and ready to eat. If you are not eating the meals immediately, chill the meals as soon as they are delivered or freeze them, and please take care when you eventually reheat the meals including defrosting them safely before heating and eating.

Health and Wellbeing

30. We make no guarantee that the meals that we organise for you will help you achieve your fitness, wellbeing, weight loss or clean eating goals.

31. We recommend that you seek medical advice prior to choosing a meal plan, nutritional programme or diet.

32. When we send you restaurants that can make the meals listed on your meal plans we are not endorsing them, nor are we providing you with health or nutritional advice as to the most appropriate restaurant to prepare your meal plan.

Term

33. Unless otherwise agreed, each of the Services will be provided for an initial period of one (1) month from the date the you agree to sign up, regardless of how many meals you order or intend to order.

34. The Term will automatically renew, and your credit card will be charged each month, unless you terminate this agreement and cancel your use of the Services in accordance with clause 35.

Termination of this Agreement

35. In addition to any statutory or other legal rights, you can terminate your use of the Services at any time after the minimum term and before your next recurring Fee payment. Simply use the My Account section of the Website to cancel (or call us directly).

36. If you terminate your use of the Services for any reason prior to the expiry of the minimum term, you will not be entitled to a refund of any Fees you have paid, regardless of whether you've had any meals made and delivered during the term.

37. If you terminate after the expiry of the minimum term and after your recurring payment of the Fees, you will not be entitled to a refund of the Fees paid, unless we are required to by law.

Consumer Guarantees Act

38. We will replace any meals, which fail to comply with Consumer Guarantees Act 1993, provided that the failure is not due to your failure to store, chill or heat the meals appropriately, accidental damage or your failure to advise us of any allergies or dietary instructions prior to the meals being prepared.

Warranties, Indemnities and Liability

39. The Services may be used by you to have meals made and, delivered by Third-Party Providers, but you agree that we have no responsibility or liability to you related to any Third-Party Providers other than as set out in these Terms and Conditions.

40. You agree to indemnify us and our officers, employees, contractors and agents, and any other related body corporate, against all claims, demands, damages, costs, penalties, suits and liabilities of any nature caused directly or indirectly by your act or omission for any breach of any provision of these Terms and Conditions.

41. We will not be liable in contract, tort or otherwise for any consequential, indirect or pure economic loss that you suffer that arises in any way from the Services, these Terms and Conditions, even if such loss was, or should have been, within our contemplation.

42. Our liability or that of our officers, employees, contractors and agents, and any other related body corporate in contract, tort or otherwise is excluded to the maximum extent permitted by law.

43. Notwithstanding any applicable law which cannot be excluded, Diet Your Way, its offices, employees and related parties are not responsible for any loss or damage whatsoever that is suffered (including but not limited to indirect or consequential loss) or for personal injury suffered or sustained in conjunction with this Agreement.

General

44. If any part of these Terms and Conditions is found by a court or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of those terms will continue to be valid and enforceable to the fullest extent permitted by law.

45. The headings or titles used in these Terms and Conditions are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these Terms and Conditions.

46. These Terms and Conditions are the complete and exhaustive statement of the agreement between the parties relating to their subject matter and they supersede all previous communications, representations and other arrangements, whether written or oral.

47. We reserve the right to change these Terms and Conditions at any time within 5 days notice.