

Legal Issues & Important Information

Welcome to the web site of Mini-Tankers New Zealand. By accessing this site you agree to be bound by the following terms and conditions, so please read them carefully before going on. If you have any questions, comments or concerns about this web site or these Terms and Conditions, please contact us via [Tell Mini-Tankers](#)

Governing law

This web site is controlled by Mini-Tankers New Zealand and these Terms and Conditions are governed by the laws of New Zealand.

The information and services available on this web site have been prepared for, and directed at, New Zealand residents.

Definitions

On this web site, the words "Mini-Tankers", "we", "us" or "our" refers to Mini Fuels and Oils which is trading as Mini-Tankers in New Zealand.

Copyright and other intellectual property rights

This web site contains material, including text, photographs and other images which are owned by Mini-Tankers or have been licensed to the Mini-Tankers New Zealand by the owner(s) of those rights for use on this site.

This web site also contains trademarks, including the mark Mini-Tankers and the Mini-Tankers emblem. All trademarks included on this web site belong to Mini-Tankers New Zealand or have been licensed to Mini-Tankers New Zealand by the owner(s) of those trademarks for use on this site.

You may:

access any part of the web site.

print off one copy of any or all of the pages for your own personal use.

You may not:

copy (whether by printing off onto paper, storing on disk, downloading or in any other way), distribute (including distributing copies), broadcast, alter or tamper with in any way or otherwise use any material contained in the web site except as set out under "You May".

alter or remove any copyright, trademark or other intellectual property notices contained in the original material from any material copies or printed off from the web site.

Opinions, conclusions or recommendations

We endeavour to ensure that all information provided as part of this web site is correct at the time it is included on the site, and that it is updated regularly. However, we do not guarantee its accuracy or completeness. The information provided, and any opinions, conclusions or recommendations made, on this web site are intended to be general in nature. They cannot take account of your personal circumstances and you should not therefore rely on them when making decisions. Except for any liability which cannot be excluded by law, Mini-Tankers New Zealand

disclaims any responsibility for any loss or damage you may suffer directly or indirectly through reliance upon any information, opinion, conclusion or recommendation contained in this web site whether that loss or damage is caused by any fault or negligence on the part of Mini-Tankers New Zealand or otherwise.

Links from this site to other sites

This web site may include links to other web sites. These links are provided in order to help you find other web sites, services and/or products that may be of interest to you quickly and easily. However, it is your responsibility to decide whether the services and/or products available through any of these sites are suitable for your purposes. Unless expressly stated otherwise, Mini-Tankers New Zealand accepts no responsibility for the content of these sites, their owners or operators, or any products or services supplied by them.

Links from other sites to this site

You must not link to this site without our express written consent. If you wish to provide a hypertext or other link to this site please contact us via [Tell Mini-Tankers](#) and we will consider your request.

Privacy

Any personal information you provide to us through this web site will only be used in accordance with our privacy policy. By providing personal information to us you are consenting to its use in accordance with this privacy policy.

Changes to and operation of this site

We may:

change the format and content of this web site at any time

suspend the operation of this web site for support or maintenance work, in order to update the content, or for any other reason.

We reserve the right to terminate access to this web site at any time and without notice.

Changes to these Terms and Conditions

We may change these Terms and Conditions from time to time and will notify you on the website of any such changes. By accessing this web site you accept that you are bound by the terms and conditions current at that time, so you should check these each time you visit the site.

Other terms and conditions

Parts of this web site may contain specific terms and conditions relating to your use of that part of the site. In such cases, the specific terms and conditions will apply in addition to these general Terms and Conditions. In the event of any conflict between the two, the specific terms and conditions will apply.

Introduction

During your visits to the Mini-Tankers New Zealand internet site, you may be asked to provide us with 'personal information'. We have developed the following Privacy Policy to describe when we collect personal information, what we use it for and who we may disclose it to, and to ensure that we comply with our obligations to you under the Privacy Act 1993. By providing personal information to us via this site you are consenting to its use in accordance with this policy.

Please note that Mini-Tankers companies in other countries may be subject to different laws regarding privacy. If you access the websites of other such companies, either directly or via this site, you should ensure that you check the privacy policy on each site.

If you have any questions or concerns regarding this Privacy Policy, please [contact us](#).

Who does this Privacy Policy apply to?

This Privacy Policy applies to anyone accessing the Mini-Tankers New Zealand website.

What is personal information?

'Personal Information' is defined in the Privacy Act 1993 as information about an identifiable individual, ie information:

- about a natural person as opposed to information about a company or other legal entity; and
- which is in a form which enables that person to be identified.

Who collects the information?

Any personal information you provide to us via this site will be collected and stored by Mini-Tankers New Zealand Ltd.

When do we collect personal information?

We collect personal information about you when:

it is necessary to provide goods or services you have requested; you have expressly consented to us collecting that information; necessary to protect or enforce our legal rights or interests or to defend any claims made against us by any person (including you); or required by law.

Where reasonable and practicable, we will collect your personal information directly from you and inform you that this is being done. Where your personal information is collected from a third party, we will take reasonable steps to ensure you are aware that this has been done.

Use of 'cookies'

A cookie is a piece of programming which enables us to customise services on our website to the interests of the user. For example, a cookie can be used to store registration information so that you do not need to re-enter that information on a subsequent visit to the site. We may send cookies to your computer while you are accessing the Mini-Tankers New Zealand website. However, we do not use them to collect any personal information about you, although we may collect non-attributed (anonymous) information regarding your use of this site. Some web browsers enable you to decline the receipt of cookies. If you utilise this function you will still be able to access this site albeit without some enhancement features.

Disclosure of your personal information

We respect the privacy of your personal information and we will take all reasonable steps to keep it strictly confidential. We may disclose your personal information to our parent company Shell New Zealand Limited or our service providers, but will only do so where equivalent commitments of confidentiality are provided.

Otherwise, we will only disclose your personal information without your consent if this is:

necessary to protect or enforce our legal rights or interests or to defend any claims made against us by any person (including you); necessary to lessen a serious threat to a person's health or safety; or required by law.

Under no circumstances will we sell or receive payment for licensing or disclosing your personal information.

Storage and protection of your personal information

We may record and store personal information which we collect from you and where we do so we will take all reasonable steps:

to keep your personal information secure and prevent unauthorised disclosure; and to keep your personal information accurate and up-to-date.

However, we do not promise that your personal information cannot be accessed by an unauthorised person (e.g. a hacker) or that unauthorised disclosures will not occur. If we provide you with any passwords or other security devices it is important that you keep these secret and confidential and do not allow them to be used by any other person. You should notify us immediately if the security of these devices is breached to prevent the unauthorised disclosure of your personal information.

Accessing your personal information

At any time you may request us to provide you with a transcript of any of your personal information we have stored and recorded by contacting us at [Tell Mini-Tankers](#). We will provide you with the transcript as soon as possible but in any event within 14 days unless:

- your request is frivolous or vexatious;
- release of the person information would prejudice our legal rights; or
- we have legal grounds to deny your request.

If you are able to establish that any of your personal information which has been stored and recorded by us is not accurate, complete or up-to-date, then you should notify us and we will take all reasonable steps to correct the information so that it is accurate, complete and up-to-date.