

Terms and Conditions of Trade & Guardian Consent Form

Part 1: Terms and Conditions of Trade

Cycled Design Raglan

Effective Date: 30 July 2025

1. Introduction

Welcome to Cycled Design Raglan (“we”, “our”, “us”). We are a locally owned studio based in Raglan, New Zealand, focused on sustainable and circular design practices. By purchasing our products or using our services, you agree to be bound by the following Terms and Conditions (“Terms”). These Terms govern all use of our website, products, and services, including but not limited to laser cutting, engraving, CAD design, print-copy services, and custom fabrication.

2. Legal Jurisdiction

These Terms are governed by the laws of New Zealand. All transactions are deemed to have taken place in New Zealand, and any disputes will be settled in accordance with New Zealand law.

3. Products and Services

Cycled Design provides:

- Custom laser cutting and engraving (using Mira 9 Laser)
- CAD design services including 2D/3D modelling
- Print and copy production (A4/A3)
- Bespoke design and sustainable packaging
- Locally made, small-batch products using reclaimed or customer-supplied materials

All descriptions and prices listed on our website are indicative only and subject to change without notice. Final pricing is confirmed via written quotation.

4. Lead Times and Availability

All made-to-order and back-order items carry a typical lead time of 5–10 working days, unless otherwise agreed. Delays due to material availability, customisation, or client revisions may extend lead times.

5. Waiver of Liability

By using our services or purchasing our products, you acknowledge and agree to the following:

- **Material Use:** Where reclaimed, upcycled, or customer-supplied materials are used, Cycled Design is not liable for inconsistencies, performance issues, or defects arising from the inherent nature of those materials.
- **Design Input:** Clients who provide their own designs or files accept full responsibility for

file accuracy, copyright ownership, and suitability for laser cutting or printing. Cycled Design is not responsible for errors, production delays, or outcomes resulting from inaccurate or incomplete client files.

- **Laser and Printing Work:** Laser cutting and engraving is a high-heat process. Clients accept the risks of minor warping, burn marks, edge variation, or textural changes, especially on natural or reclaimed materials.
- **Custom Orders:** All custom designs, products, or modifications are final and non-refundable. It is the client's responsibility to review and approve all proofs before production.
- **Injury or Damage:** Clients are responsible for safe handling and installation of all items. Cycled Design shall not be liable for any injury, property damage, or consequential loss arising from improper use, modification, or misuse of any item or service provided.
- **Construction Use:** Harold Gavin Drinn trading as Cycled Design will not be held liable for any construction faults that may cause damage or harm to any parties. While he uses his best abilities and selected waste materials to provide such service and product, any disputes will be assessed and, where possible, will be remedied within reason only.

General Release and Indemnity:

By engaging with any of our services or products, you agree to indemnify and hold harmless Harold Gavin Drinn trading as Cycled Design ("Cycled Design") from any claims, damages, injuries, losses, or legal actions of any kind—whether direct, indirect, incidental, or consequential—that may arise from or be connected to the use, installation, modification, or handling of any product or service, regardless of how caused. This includes but is not limited to claims relating to design performance, structural integrity, improper use, or the inherent nature of the materials involved. Cycled Design will not be held responsible for any injuries, property damage, accidents, or legal disputes resulting from a client's failure to follow proper handling instructions or limitations of use. We expressly disclaim all liability arising from any third-party misuse or unauthorised modification of our work.

Minors and Vulnerable Users:

If a client is under the age of 18, or otherwise requires guardian supervision for legal or safety reasons, a signed consent form by a parent or legal guardian must be submitted before work commences. Cycled Design reserves the right to decline service where such consent is not provided.

6. Intellectual Property

All original CAD drawings, laser files, and product designs produced by Cycled Design remain our intellectual property unless otherwise agreed in writing. Unauthorized reproduction or resale of our designs is strictly prohibited.

7. Environmental Commitment

Cycled Design is powered by waste reduction. We use reclaimed materials wherever possible and are committed to circular design. Approximately 50% of landfill waste in Aotearoa comes from construction and demolition, which we aim to reduce by repurposing material into functional, long-lasting goods. By working with us, you support local craftsmanship and sustainable practice.

8. Payment Terms

All prices are listed in NZD and are subject to GST unless stated otherwise. Payment is due upon order confirmation unless alternate terms are agreed upon. Late payments may incur additional fees.

9. Cancellations, Refunds, and Returns

Due to the custom nature of our work:

- Cancellations must be made in writing before production begins.
- Custom items and cut-to-order materials are not eligible for refund unless faulty.
- We do not accept returns on personalised or bespoke items.
- Claims for damaged or incorrect items must be made within 7 days of receipt.

10. Online Sales & Third-Party Links

Our website may include links to third-party services. Cycled Design is not responsible for the content, accuracy, or privacy practices of these external sites.

11. Updates to Terms

We reserve the right to amend these Terms at any time without notice. Updated Terms will be published on our website and take immediate effect unless stated otherwise.

12. Contact Information

Cycled Design Raglan
Raglan, Aotearoa (New Zealand)
Email: cycled.design@outlook.com
Phone: +642041406587
Website: www.cycleddesign.nz

13. Legal Guardian Consent

Where any individual engaging our services is a minor (under 18 years old) or requires guardian oversight, the parent or legal guardian must sign a consent and indemnity form acknowledging their full understanding of these Terms and accepting full legal responsibility. Cycled Design will not proceed with services until this consent is received.

Part 2: Legal Guardian Consent & Liability Waiver Form

Cycled Design Raglan – Minor Consent Form

To be completed by a parent or legal guardian if the client is under 18 years of age or legally dependent.

Client's Full Name: _____

Date of Birth: _____

Parent/Guardian Full Name: _____

Relationship to Client: _____

Phone: _____ Email: _____

Acknowledgement and Consent

I, the undersigned, am the parent or legal guardian of the above-named individual and hereby provide full consent for their engagement with Cycled Design Raglan.

I acknowledge and understand that the services provided may involve the use of tools, reclaimed materials, and custom fabrication methods that carry certain risks. I have read and understood the full Terms and Conditions of Trade (dated 30 July 2025), including the Waiver of Liability, and agree to hold harmless Harold Gavin Drinn t/a Cycled Design from any and all liability arising from injury, damage, or loss in relation to these services or products.

Guardian Declaration

- ☐ I consent to the minor engaging in services and/or purchasing products from Cycled Design Raglan.
- ☐ I accept full responsibility for the minor's actions and use of any delivered items.
- ☐ I have read and agree to the Terms and Conditions of Trade (effective 30 July 2025).

Signed (Guardian): _____

Date: _____