
MOSHIMS MMK LTD

Terms of Service

Family First, Fresh Always.

moshims.co.nz

info@moshims.co.nz | 027 MOSHIMS

47 Takapu Road, Takapu Valley, Wellington, New Zealand

Last updated: June 2026

1. Acceptance of terms

These Terms of Service (“Terms”) govern your access to and use of the products, services, and website provided by Moshims MMK Ltd (“Moshims”, “we”, “our”, or “us”), including our online store at moshims.co.nz, home delivery service, wholesale supply, and Saturday markets.

By placing an order, creating an account, browsing our website, or otherwise engaging with our services, you agree to be bound by these Terms. If you do not agree, please do not use our services.

We may update these Terms from time to time. When we make material changes, we will update the “Last updated” date above and, where appropriate, notify you by email or website notice. Continued use of our services after changes constitutes acceptance of the updated Terms.

2. About us

Moshims MMK Ltd is a family-owned fresh produce, fruit, vegetable, and grocery business based in Wellington, New Zealand. We operate across multiple channels:

- Home delivery via moshims.co.nz
- Wholesale supply to restaurants, cafes, schools, and retail businesses
- Saturday markets at Newtown and Lower Hutt
- Fresh Fiji produce imports distributed nationwide

Moshims MMK Ltd

47 Takapu Road, Takapu Valley, Wellington, New Zealand

Email: info@moshims.co.nz • Phone: 027 MOSHIMS (027 667 4467) • Web: moshims.co.nz

Junior MMKS Limited is a subsidiary company of Moshims MMK Ltd and may operate certain marketing and distribution functions on our behalf.

3. Your account

To place orders through moshims.co.nz, you must create an account. When creating an account, you agree to:

- Provide accurate, current, and complete information
- Keep your account credentials secure and confidential
- Notify us immediately if you suspect unauthorised access to your account
- Accept responsibility for all activity that occurs under your account

We reserve the right to suspend or terminate accounts that violate these Terms, provide false information, or are used fraudulently.

Age requirement

Our online ordering service is intended for individuals aged 16 years and over, or for children under 16 acting with the consent and supervision of a parent or legal guardian. By creating an account, you confirm that you meet this requirement.

4. Products and pricing

Product availability

All products listed on moshims.co.nz are subject to availability. As a fresh produce business, our stock varies by season, supplier availability, and market conditions. We reserve the right to:

- Limit the quantity of any product available for purchase
- Remove or substitute products without prior notice
- Offer suitable substitutions where a product is unavailable after you have placed an order (we will notify you before delivery if a substitution is made)

Pricing

All prices displayed on moshims.co.nz are in New Zealand Dollars (NZD) and include Goods and Services Tax (GST) where applicable.

Prices are subject to change without prior notice due to market fluctuations in fresh produce pricing. The price charged will be the price displayed at the time you place your order.

We make every effort to ensure pricing accuracy. In the event of a pricing error, we will contact you before processing the order and give you the option to proceed at the correct price or cancel.

Product descriptions and images

We strive to display our products as accurately as possible. However, as natural produce varies in size, colour, and appearance, images on our website are representative only and the product you receive may differ slightly from what is shown.

5. Orders and payment

Placing an order

When you place an order through moshims.co.nz, it constitutes an offer to purchase the selected products. We reserve the right to accept or decline any order at our discretion.

You will receive an order confirmation by email. This confirmation does not constitute acceptance of your order. Acceptance occurs when we dispatch your delivery.

Order cut-off

Orders must be placed by 9:00 PM the evening before your scheduled delivery day to be included in the next available delivery. Orders placed after this time will be allocated to the following delivery day.

Order value

There is no minimum or maximum order value for home delivery orders.

Delivery fee

A flat delivery fee of \$5.00 (incl. GST) applies to all home delivery orders, regardless of order value or delivery area.

Payment

Payment for home delivery orders is processed securely at the time of checkout via Stripe. We accept the following payment methods:

- Visa
- Mastercard

Moshims does not store your full payment card details. All payment information is processed and held securely by Stripe, which is PCI DSS Level 1 certified.

If a payment fails or is declined, your order will not be processed. We will notify you and give you the opportunity to provide alternative payment details.

6. Delivery

Delivery schedule

We deliver on the following days and areas:

Day	Delivery areas
Monday	Wellington and Lower Hutt
Wednesday	Porirua and Kapiti Coast
Thursday	Wellington, Porirua, and Upper Hutt

We do not deliver on Tuesdays, Fridays, Saturdays, Sundays, or on New Zealand public holidays unless otherwise communicated.

Delivery window

Deliveries are made during business hours. While we aim to deliver at a consistent time, we cannot guarantee a specific delivery window. If you have specific delivery instructions (e.g., leave at door, call on arrival), you may add these at checkout.

Delivery address

It is your responsibility to provide a correct and accessible delivery address. If we are unable to deliver due to an incorrect address, restricted access, or no one available to receive the order where required, the following applies:

- We will attempt to contact you by phone or email
- If we cannot reach you, the order may be left in a safe place at our discretion
- If the order cannot be delivered and must be returned, a redelivery fee may apply
- Moshims is not liable for orders left at your nominated delivery location

Risk and ownership

Risk of loss or damage to products passes to you at the time of delivery. Ownership of products transfers to you upon receipt of full payment.

7. Returns and refunds

We take pride in the quality and freshness of our produce. If you are not satisfied with your order, the following policy applies:

Reporting an issue

You must contact us within 24 hours of receiving your delivery to report any issue with your order. This includes:

- Products that are damaged, spoiled, or not of acceptable quality
- Incorrect items delivered
- Missing items from your order

To report an issue, contact us at:

- Email: info@moshims.co.nz
- Phone: 027 MOSHIMS

Please include your order number and, where possible, a photograph of the affected product(s).

Our resolution

Where a valid issue is reported within 24 hours, we will offer one of the following at our discretion:

- A replacement of the affected product(s) on your next delivery
- A full refund for the affected product(s) to your original payment method

Refunds are typically processed within 5–10 business days, depending on your bank or payment provider.

Exclusions

We are unable to offer a refund or replacement where:

- The issue is reported more than 24 hours after delivery
- The product has been used, consumed, or disposed of (unless a photograph has been provided)
- The issue relates to a product substitution that was communicated and accepted before delivery
- The complaint relates to natural variation in the size, colour, or appearance of fresh produce

Consumer Guarantees Act 1993

Nothing in these Terms limits your rights under the Consumer Guarantees Act 1993. If goods supplied to you are faulty or not fit for purpose, you may be entitled to a remedy under that Act regardless of these Terms.

8. Wholesale accounts

Wholesale supply is available to registered businesses including restaurants, cafes, schools, retail shops, and community organisations.

Account application

To open a wholesale account, you must complete our wholesale application process. We reserve the right to approve or decline any application at our discretion. Approval may be subject to credit checks or trade references.

Pricing and terms

Wholesale pricing is provided separately from our retail pricing and may vary based on volume, product, and account agreement. Wholesale prices are exclusive of GST unless otherwise stated.

Payment terms are agreed on a per-account basis and may include:

- Payment on delivery (COD)
- 7-day payment terms
- 14-day payment terms
- Other terms as agreed in writing

The specific payment terms applicable to your account will be confirmed in writing at the time your account is approved or as subsequently agreed.

Overdue accounts

Where payment is not received within the agreed terms:

- We reserve the right to suspend supply until the outstanding balance is paid in full
- We may refer overdue accounts to a debt collection agency, and you will be liable for all reasonable collection costs incurred

Minimum orders

Minimum wholesale order values may apply and will be communicated at the time your account is established.

9. Saturday markets

We operate fresh produce markets at the following locations each Saturday:

- Newtown Market, Wellington
- Lower Hutt Market

Market purchases are made in person and are subject to product availability on the day. Pricing at markets may differ from online pricing.

All market sales are final at the point of purchase. If you have a concern about a product purchased at market, please contact us at info@moshims.co.nz or 027 MOSHIMS.

10. Website use

When using moshims.co.nz, you agree not to:

- Use the website for any unlawful purpose or in violation of any applicable law
- Attempt to gain unauthorised access to any part of the website, other accounts, or our systems
- Interfere with or disrupt the operation of the website or servers
- Use automated tools (bots, scrapers, crawlers) to access or extract content from the website without our written permission
- Upload or transmit any harmful code, viruses, or malicious software
- Impersonate any person or entity, or misrepresent your affiliation with any person or entity

We reserve the right to restrict or terminate access to the website for any user who violates these Terms.

11. Intellectual property

All content on moshims.co.nz, including text, images, photographs, logos, graphics, product descriptions, page designs, and software, is the property of Moshims MMK Ltd or its licensors and is protected by New Zealand and international intellectual property laws.

You may not reproduce, distribute, modify, create derivative works from, publicly display, or otherwise use any content from our website without our prior written consent, except for personal, non-commercial use (such as printing a receipt or saving a product image for personal reference).

The Moshims name, logo (including the smiley sun design), and tagline “Family First, Fresh Always” are trademarks of Moshims MMK Ltd. You may not use these marks without our written permission.

12. Limitation of liability

To the maximum extent permitted by New Zealand law:

- Moshims provides its services and products on an “as available” basis. We do not warrant that our website will be uninterrupted, error-free, or free from viruses or other harmful components.
- Our total liability to you for any claim arising from or in connection with these Terms or our services shall not exceed the total amount paid by you for the specific order giving rise to the claim.
- Moshims is not liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, or business opportunity, arising from your use of our services.

Nothing in these Terms excludes or limits any rights you have under the Consumer Guarantees Act 1993, the Fair Trading Act 1986, or any other legislation that cannot be excluded by agreement.

These limitations apply to the fullest extent permitted by law. Your statutory rights as a New Zealand consumer are not affected.

13. Privacy

We collect, use, store, and disclose your personal information in accordance with our Privacy Policy, which is available at moshims.co.nz/privacy-policy.

By using our services, you acknowledge that you have read and understood our Privacy Policy, including how we use AI-assisted systems and third-party service providers to process your personal information.

Our Privacy Policy forms part of these Terms. In the event of any conflict between these Terms and the Privacy Policy regarding the handling of personal information, the Privacy Policy shall prevail.

14. Indemnity

You agree to indemnify and hold harmless Moshims MMK Ltd, its directors, employees, agents, and subsidiaries (including Junior MMKS Limited) from and against any claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from:

- Your breach of these Terms
- Your use of our services
- Any content or information you provide to us
- Your violation of any applicable law or regulation

15. Force majeure

Moshims shall not be liable for any failure or delay in performing our obligations where such failure or delay results from circumstances beyond our reasonable control, including but not limited to:

- Natural disasters, severe weather events, or pandemics
- Supply chain disruptions or supplier failures
- Transport disruptions, road closures, or vehicle breakdowns
- Government actions, regulations, or restrictions
- Power outages, internet failures, or system disruptions
- Industrial action or labour disputes

In such circumstances, we will take reasonable steps to notify you and minimise the impact on your order. Where delivery cannot be completed, we will offer a reschedule or full refund.

16. Governing law and disputes

These Terms are governed by and construed in accordance with the laws of New Zealand. Any dispute arising from or in connection with these Terms shall be subject to the exclusive jurisdiction of the New Zealand courts.

Before commencing any formal proceedings, you agree to first attempt to resolve any dispute by contacting us directly at info@moshims.co.nz. We will make reasonable efforts to resolve the matter informally within 14 days.

17. Severability

If any provision of these Terms is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, that provision shall be severed from these Terms and the remaining provisions shall continue in full force and effect.

18. Entire agreement

These Terms, together with our Privacy Policy and any wholesale account agreement (where applicable), constitute the entire agreement between you and Moshims MMK Ltd regarding your use of our services.

These Terms supersede all prior agreements, representations, warranties, and understandings, whether written or oral, relating to the subject matter of these Terms.

19. Contact us

If you have any questions about these Terms of Service, please contact us:

Method	Details
Email	info@moshims.co.nz
Phone	027 MOSHIMS (027 667 4467)
Address	47 Takapu Road, Takapu Valley, Wellington, New Zealand
Website	moshims.co.nz