

## **Privacy Policy**

### **Overview**

North Haven Hospice recognises the importance of protecting your privacy.

This Privacy Policy sets out how North Haven Hospice may collect, hold, use and disclose information that identifies you (your personal information).

If you would like to contact us about this Privacy Policy or our use of your information, please email us at the details set out in the Contact Us section below.

### **Application of this Privacy Policy**

Please read this Privacy Policy carefully. It applies to any personal information that you provide to North Haven Hospice or authorise us to collect. You are deemed to authorise us to collect, use and disclose your personal information in accordance with this Privacy Policy if you provide us with personal information or use our website or other services.

Our websites include:

- [www.northhavenhospice.org.nz](http://www.northhavenhospice.org.nz)
- any other website operated by North Haven Hospice from time to time, including but not limited to those promoting North Haven Hospice events.

This Privacy Policy will also apply if you have confirmed that you agree to it in another context, for example, if you enter a promotion.

You are not required to provide us with any personal information that we request. However, if you do not do so, we may not be able to communicate with you or provide certain services to you.

Please note that a separate privacy policy will apply if you provide us with confidential information, such as when you use our health services or provide us with any medical or health information. Further information will be provided to you at that time.

### **Important Notice: New Zealand residents**

Our websites and services are intended for New Zealand residents only. If you are located in another country, you may be subject to other laws, including data protection laws.

### **Updates to this Privacy Policy**

North Haven Hospice may update this Privacy Policy at any time by posting an updated version of this Privacy Policy on our websites. The updated version of this Privacy Policy will take effect immediately upon such publication (or, if applicable, on the date specified in the updated Privacy Policy) and will apply to all personal information that we hold about you. We may also take additional steps to bring the changes to your attention, including by notifying you directly. You are responsible for reviewing this Privacy Policy regularly to ensure that you are aware of any updates.

### **Additional rights and obligations**

This Privacy Policy applies in addition to, and does not limit, our rights and obligations under the Privacy Act 2020 and the Health Information Privacy Code 2020 (as amended or replaced from

time to time) (Privacy Laws) or any specific authorisation that you provide to us when you interact with us or use our websites or services.

### **Collection of personal information**

#### **Types of personal information we may collect.**

The personal information we collect will vary depending on how you use our websites or services or otherwise interact with us. For example, we may collect your:

- contact information, such as your name, address, telephone number and e-mail address
- demographic information, such as date of birth, ethnicity, sex and gender identity
- feedback that you provide to us
- your hospice story if provided
- medical and health information (if relevant to the services that you use) – a separate privacy policy will apply if you provide us with or authorise us to collect medical or health information. Further information will be provided to you at that time.

#### **How we collect personal information.**

Generally, we collect personal information directly from you. We may also collect your personal information from a third party if you have authorised them to provide or authorised us to collect, that information.

For example, we collect your personal information from you when you:

- volunteer to assist North Haven Hospice
- donate
- make a complaint, enquiry, or provide feedback
- submit an entry to a competition or prize draw
- fill in an online form (e.g. to donate, share your hospice story, or become a member of North Haven Hospice)
- subscribe to a service or newsletter
- register for an event
- correspond with us.

### **Cookies**

When you use our websites, we may also collect information that does not identify you (or any other individual), such as analytical information about use of our websites. When you use our websites, short text files called “cookies” may be automatically downloaded to your computer or mobile device. Cookies enable us to provide you with a better experience by enabling our websites to know that you have visited before and in some cases to record preferences to personalise your visit. Cookies also assist us to analyse the profile of our visitors. These can be session cookies which are deleted when you close your browser and/or persistent cookies

which remain on your computer or mobile device for a longer period. To delete or stop cookies being placed on your computer refer to the help menu on your internet browser. In a few cases blocking cookies may reduce the functionality of our websites or otherwise prevent access to them depending on your chosen browser options. For further information visit [www.aboutcookies.org](http://www.aboutcookies.org).

### **Information about other people**

If you provide us with or authorise us to collect, personal information about another person (such as an emergency contact), you confirm that they have authorised you to provide us with, or authorised us to collect, their personal information in accordance with this Privacy Policy and that you have informed them of their rights to access and request correction of their personal information, as set out below.

### **Payment card information**

We use payment service providers to process all payments made using our websites. Our current payment services providers are Stripe (for donations).

If you make a payment on our websites (for example, to donate) a payment service provider will process your payment. These payment service providers will tokenise (encrypt) and store your payment card or bank account number securely, in accordance with their Privacy Policy and (at a minimum) the Payment Card Industry Data Security Standards (PCI-DSS).

Your payment card or bank account number is not held by and is never revealed to North Haven Hospice.

Your payment card number is not held by and is never revealed to North Haven Hospice.

### **Use of personal information**

North Haven Hospice may use your personal information for the following purposes:

- for the general operation of North Haven Hospice and our relationship with you – including providing you with products or services that you have requested or recommending additional services which we consider are likely to be of interest to you.
- to monitor use of our websites.
- to process and deal with any complaints or enquiries made by or about you; and
- for any other purpose that is authorised by you or permitted by law.

We require any third parties to adhere to our confidentiality requirements and to the requirements of the Privacy Laws.

### **Disclosure of personal information**

North Haven Hospice may share your personal information, collected in accordance with this Privacy Policy, with the following parties for any of the purposes set out above:

- our related companies and organisations, partners, other reputable charities, contractors and service providers, to assist us with the operation of North Haven Hospice.

- any other party authorised by you or to whom we are required or authorised to disclose personal information in accordance with applicable law.

Please note that a separate privacy policy will apply if you provide us with or authorise us to collect medical or health information. Further information will be provided to you at that time.

### **Storage of personal information**

Personal information that we collect is either held by us at our office at 24A Takahe Street, Tikipunga, Whangārei (refer to the Contact Us section below) or on our behalf. For example, some information we hold will be stored in “the cloud” in secure databases on our behalf by third parties based overseas. The use of cloud services, and the transfer of information overseas (if applicable), will not relieve us of our obligations under the Privacy Laws and this Privacy Policy.

### **Security**

The security of your information is very important to us. We will take reasonable technical and organisational precautions to protect the personal information that we hold. However, due to the inherent nature of the internet, we cannot guarantee the security of any information that you hold or that you transmit to us.

### **Updates**

We rely on you to update us if your contact details change (please refer to the Contact Us section below).

### **Access and correction of personal information**

Under the Privacy Act 2020, you have the right to access and request correction of any personal information that we hold about you. Please refer to the Contact Us section below.

### **Other websites**

Our websites may provide links to other websites for your convenience and information. These websites are outside our control and are not covered by this Privacy Policy. If you access other websites using the links provided, the operators of these sites may collect information from you which will be used by them in accordance with their privacy policy. We are not responsible for the privacy policies or the content of any third-party website.

### **Contact us**

If you have any questions or requests relating to this Privacy Policy or personal information that we may hold about you, please contact us on:

Privacy Officer  
North Haven Hospice  
PO 7050  
Tikipunga

Whangārei 0144  
Phone: 09 437 3355  
Email: [admin@northhavenhospice.org.nz](mailto:admin@northhavenhospice.org.nz)

This Privacy Policy was last updated on 01-09-2025

## **Terms of Use**

### **Website Use Terms & Conditions**

#### **1. Introduction**

Welcome to the North Haven Hospice website. These terms and conditions explain the terms that apply to your use of the following North Haven Hospice websites:

- [www.northhavenhospice.org.nz](http://www.northhavenhospice.org.nz)
- any other website operated by North Haven Hospice from time to time. If you would like to contact us in relation to these terms and conditions or our websites, please email us at the details set out in the Contact Us section below.

#### **2. Application and updates**

2.1 Access to and use of our websites is subject to:

- (a) the terms and conditions set out and referred to below;
- (b) any specific terms that are notified to you on our websites; and
- (c) our Privacy Policy, each as amended from time to time.

2.2 Please read the Website Terms carefully each time you visit our websites. By accessing and using our websites you are deemed to confirm that you have read, understood and agreed to be bound by these Website Terms. If you do not agree to any part of the Website Terms, you must not access, or must immediately stop accessing, our websites. If, in our reasonable opinion, you have breached any of our Website Terms, we may immediately suspend or block your access to any of our websites.

2.3 We may update these Website Terms (or any part of them) at any time by posting an updated version on our websites. The updated version of these Website Terms will take effect immediately upon such notice. We may also take additional steps to bring the changes to your attention, including by notifying you directly. You are responsible for reviewing these Website Terms regularly to ensure that you are aware of any updates.

2.4 We may change the format, content and/or functionality of any part of our websites at any time.

#### **3. Use of our Websites**

3.1 You must:

- (a) review and comply with any eligibility criteria (such as age restrictions) notified to you when you use any of our websites; and
- (b) only use our websites for your own personal, non-commercial use.

3.2 You must not:

- (a) use a website to in any way infringe the privacy or other rights of other users of our Website or any third party;
- (b) use a website in any way that breaches any applicable laws or that may cause distress, harm or inconvenience to any other person;
- (c) data mine, screen or web scrape or crawl any website, its pages or its content or use any process or processes that send automated queries to this website unless you have obtained

our prior written consent;

(d) misuse or do anything that disrupts all or any part of our websites, including knowingly introducing software viruses, trojans, worms or other material that may be harmful; or  
(e) state, suggest or in any way give the impression that you have any commercial relationship with us, or that you are our agent or that we have endorsed any submission you may make to our websites.

3.3 All information contained on our websites is provided for general information purposes only. It is not intended to be relied on, nor a substitute for your judgement or advice (including medical advice). We do not guarantee that any information provided on our websites is accurate, complete, up-to-date or suitable for your intended use.

#### **4. Security**

4.1 Security of your information and your use of our websites is very important to us. We will take reasonable technical and organisational precautions to protect our websites and the information that we hold. However, due to the inherent nature of the internet, we cannot guarantee that our websites or any information that we hold or that you transmit to us will be secure or free from bugs or viruses.

4.2 You are responsible for taking your own measures to reduce the risk of viruses or other forms of interference damaging your computer system.

#### **5. Exclusion of our liability**

5.1 To the extent permitted by law:

(a) our Websites are provided on an “as is” and “as available” basis and any warranties, representations, conditions, undertakings and terms, whether express or implied, are expressly excluded; and

(b) in no event will we be liable under contract, tort (including negligence) or otherwise in connection with

(i) your access to, use of, inability to use or reliance on our Websites; or

(ii) any information contained in, accessed or provided to us through our Websites.

5.2 You acknowledge that access to our websites is provided at no charge and accordingly the exclusions of liability set out in this clause are fair and reasonable.

5.3 Our Websites may provide links to other websites for your convenience and information. These websites are outside our control and the provision of a link to a third-party website does not imply our agreement to or endorsement of any of the information contained on the third-party website or otherwise imply any association with the third party. Third-party websites may have different terms of use and privacy policies, which you should review before using the third-party website.

5.4 If you link our websites to your website, you must remove the link at our request.

#### **6. Intellectual property rights**

6.1 We own or have obtained a valid licence to use all copyright, trademarks and other intellectual property rights used on our websites and all such intellectual property rights will remain solely with us and/or our licensors (as the case may be).

6.2 Unless otherwise indicated, the material available on our websites is protected by copyright. You can reproduce this material to your computer for your personal use free of charge without further permission, as long as you:

- (a) reproduce the material accurately;
- (b) do not use the material in a derogatory manner or a misleading context; and
- (c) acknowledge the source and copyright status of the material.

You may not post or redistribute any portion of our website unless you have a license from us to do so.

## **7. Important Notice: New Zealand residents**

7.1 Our Websites and Services are intended for New Zealand residents only. If you are located in another country, you may be subject to other laws, including data protection laws.

## **8. General**

8.1 These Website Terms are governed by and construed in accordance with the laws of New Zealand, and you submit to the exclusive jurisdiction of the courts of New Zealand.

8.2 These Website Terms constitute the entire agreement between you and us relating to our websites.

8.3 If any provision of these Website Terms is found to be unenforceable or invalid, that provision will be limited or removed to the minimum extent necessary so that these Website Terms will otherwise remain in full force and effect. Our failure to exercise any right will not be deemed a waiver of that right or any other rights that we may have.

8.4 In these Terms (a) headings are for convenience only and do not affect interpretation; (b) a reference to a statute includes all regulations under and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated; (c) a word importing the singular includes the plural and vice versa; (d) a reference to a party to these Terms includes that party's successors and permitted assigns and substitutes; (e) "including" (and similar expressions) will be construed as "including, without limitation"; and (f) the singular includes the plural and vice versa.

## **9. Contact us**

9.1 If you have any questions about these Website Terms or our Website, please contact us at:

North Haven Hospice  
North Haven Hospice  
PO 7050  
Tikipunga

Whangārei 0144  
Phone: 09 437 3355  
Email: [admin@northhavenhospice.org.nz](mailto:admin@northhavenhospice.org.nz)

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