

Terms and conditions

1. GENERAL

1.1 Definitions

1.1.1 "Customer" means any person who uses Copperhead Road Distillery (including, without limitation, any person who purchases Products via Copperhead Road Distillery). Copperhead Road Distillery reserves the right to refuse customers who purchases goods for resale.

1.1.2 "GST" means any amounts levied or charged pursuant to the Goods and Services Tax Act 1985.

1.1.3 "Intellectual Property" means all intellectual property rights of whatsoever nature, including (without limitation) patents, designs, present and future trademark or copyright, and whether or not registered or registrable by any means, and the right to file an application for registration thereof.

1.1.5 "Products" means the products for sale by Copperhead Road Distillery.

1.1.6 "Terms and Conditions" means these terms and conditions of sale (as amended from time to time).

1.2 Sale of all Products and use of Copperhead Road Distillery subject to Terms and Conditions.

The use of Copperhead Road Distillery and all sales of Products via Copperhead Road Distillery are subject to these Terms and Conditions. By using Copperhead Road Distillery, the Customer will be deemed to have accepted these Terms and Conditions.

1.3 Terms and Conditions to prevail

These Terms and Conditions constitute the entire agreement between the Customer and Copperhead Road Distillery relating to the subject matter herein and shall prevail over any other document purporting to have a contractual effect.

1.4 Copperhead Road Distillery discretion to accept registration

Copperhead Road Distillery has the absolute discretion to refuse the registration of a potential Customer and the purchase of goods by a Customer for any reason whatsoever.

1.5 Termination of Registration

Copperhead Road Distillery has the absolute discretion to terminate the registration of any Customer for any reason whatsoever.

1.6 Customer liable for every order

The Customer will be liable for every order made under its Login and agrees to indemnify and keep Copperhead Road Distillery indemnified against all losses, liabilities, penalties, damages, claims, demands, actions, costs, charges and expenses whatsoever which Copperhead Road Distillery incurs, or which may be made against Copperhead Road Distillery by any third party, as a result of the actions of a person placing orders for the Products using the Customer's Login.

2.7 Security of Information

Copperhead Road Distillery shall use reasonable endeavours to prevent any unauthorised entry onto Copperhead Road Distillery. However Copperhead Road Distillery shall not be liable for any damage or loss whatsoever if any third party gains unauthorised access.

2. PRICE

2.1 Registration costs

The Customer shall not be liable for any registration costs to register with Copperhead Road Distillery.

2.2 Currency

The prices of products are displayed in New Zealand currency.

2.3 Prices inclusive of GST

The prices of the Products are inclusive of GST and any other sales tax.

2.4 Internet Service Provider charges

The Customer shall be individually responsible for any Internet Service Provider charges.

2.5 Delivery charge

Copperhead Road Distillery shall charge the Customer a delivery charge which covers the costs associated with the picking, packing and delivery of the Customer's order. The charge shall be identified and included in the total price at the point of "checkout". Copperhead Road Distillery is entitled to change this charge at any time for future orders.

2.6 Variation of order and price

If the Customer requests a variation to an order which Copperhead Road Distillery accepts, then the price payable for the order will be adjusted accordingly to reflect the variation, and recorded on the invoice.

2.7 Copperhead Road Distillery may vary prices

Copperhead Road Distillery may vary the prices of the Products at any time without notice.

3. PRODUCT RANGE AND AVAILABILITY

3.1 Product availability

Every effort will be made to fulfil orders placed with Copperhead Road Distillery, but Copperhead Road Distillery shall not be liable to any person if Copperhead Road Distillery decline to supply the Products for any reason whatsoever.

3.2 Product range

Copperhead Road Distillery reserves the right to limit the range of Products available to certain areas.

Copperhead Road Distillery reserves the right to limit quantities of Products that can be ordered by a Customer.

Copperhead Road Distillery may delay dispatch of a bulk order due to stock availability. Delivery may be by instalments.

3.3 Seasonal lines

Every effort will be made to fulfil orders placed with Copperhead Road Distillery, but Copperhead Road Distillery shall not be liable to any person if Copperhead Road Distillery are unable to supply Products due to the seasonal nature of such Products.

4. PAYMENT

4.1 Payment by credit card

The Customer shall make payment of each order by credit card at the time of placing an order. Copperhead Road Distillery accepts Visa or Mastercard. You will be charged in New Zealand dollars.

4.2 Disabling account

Copperhead Road Distillery reserves the right to disable a customer's account for any reason whatsoever.

4.3 Debt Collection

The Customer is liable for all costs associated with debt collection where the Customer's payment has defaulted for an order(s).

4.4 Change to Payment Policy

Copperhead Road Distillery may change at any time the way in which the Customer pays for the Products, and any change will be notified to the Customer via Copperhead Road Distillery.

4.5 Customer Statements

The name that will appear on Customer statements will be "Copperhead Road Distillery Ltd".

5. DELIVERY

5.1 Delivery Areas

Copperhead Road Distillery delivers to most locations within the North and South Islands of New Zealand.

5.2 Proof of ID

The Customer warrants that they will show current identification to the person(s) delivering the goods for Copperhead Road Distillery. This identification must include the Customer's full name, date of birth, photo and signature. Copperhead Road Distillery will not deliver to any Customer who is under the age of 18 and / or cannot show identification proving they are 18 years or older.

5.3 Right to withhold delivery

Copperhead Road Distillery may withhold the right to deliver the Products to the Customer for any reason whatsoever (including, without limitation, location).

5.4 Reasonable endeavours

Copperhead Road Distillery shall use reasonable endeavours to deliver the Products to the delivery address specified by the Customer on the registration form within a reasonable time.

5.5 Change of Address

The Customer is to notify Copperhead Road Distillery [sales@copperheadroad.co.nz] immediately of a change to its delivery address and in such case the notification shall be treated as a new application for registration.

5.6 Delays to delivery

Notwithstanding clause 5.3, Copperhead Road Distillery shall not be liable for any failure to deliver within a reasonable time whether the delay is due to causes beyond the control of Copperhead Road Distillery or otherwise.

5.7 Delivery deemed to have taken place

Delivery will be deemed to be effected upon the direct transfer of possession of the Products from Copperhead Road Distillery to the Customer, or upon possession of the Products being given to a carrier, courier or other bailee for the purposes of transmission to the Customer.

6. VARIATION/CANCELLATION OF ORDER

6.1 Variation/cancellation of order

The customer may vary or cancel the order up to the point in time that Copperhead Road Distillery has commenced packing the order by contacting [sales@copperheadroad.co.nz]

7. PROPERTY/RISK

7.1 Products

Risk in the Products shall pass to the Customer upon delivery (as described in clause 5.7). Ownership of any Products passes to the Customer when the Customer has paid for the Products in full and delivery is made.

8. RETURNS OF PRODUCTS/REFUNDS

If, for any reason, you are dissatisfied with your order, please contact us within 7 days of receipt of your order at [sales@copperheadroad.co.nz]

9. WARRANTIES

9.1 Except as provided in the Consumer Guarantees Act 1993, all warranties, descriptions, representation or advice given as to the fitness or suitability for any purpose, tolerance to any conditions, similarity to sample, merchantability or otherwise, are expressly excluded. No agent or representative of Copperhead Road Distillery is authorised to make any warranties, representations or unauthorised warranties, representations or statements. The Customer shall ensure that the Products are not used for any purpose for which they are not suitable and shall be responsible for using all necessary skill and care in handling and using the Products. The Customer expressly acknowledges and agrees that Copperhead Road Distillery assumes no obligation or liability for any advice given and all Products are accepted by the Customer entirely at the Customer's risk.

9.2 Consumer Guarantees Act

The Customer acknowledges and agrees that where the Products are ordered for business purposes (as that term is defined in the Consumer Guarantees Act 1993) ("CGA") the provisions of the CGA shall not apply.

10. LIABILITY

10.1 Liability

Subject to the CGA, Copperhead Road Distillery excludes all liability for damage, injury or loss arising directly or indirectly from any defect in or non-compliance of the Products. In any event, Copperhead Road Distillery's liability, whether in contract, tort or otherwise, for any loss, damage or injury arising directly or indirectly from any defect in or non-compliance of the Product or any other breach of Copperhead Road Distillery's obligations under these Terms and Conditions shall not exceed the price of the Products ordered by the Customer.

10.2 No liability for indirect loss

Copperhead Road Distillery shall not be liable for any consequential, indirect or special damage or loss of any kind whatsoever nor shall Copperhead Road Distillery be liable for any damage or loss caused by the Customer's servants, agents, buyers or other persons.

11. SPECIAL PRODUCTS

11.1 Alcohol

If the Customer's Order includes any liquor product the Customer warrants that he/she is not under the age of 18 years, is legally entitled to purchase any liquor product, and is not under the influence of alcohol at that time.

11.2 Restrictions on use of login to purchase special products

The Customer shall ensure that no person or persons shall use his/her login to purchase alcohol if that person or persons cannot satisfy clause 11.1.

11.3 Acceptance of orders containing alcohol

An order containing alcohol made by a Customer on an Easter Sunday, Good Friday, Christmas Day or before 1pm on Anzac Day shall not be accepted by Copperhead Road Distillery immediately at checkout, but will be deemed to have been accepted at 12.05 am the following day.

12. INTELLECTUAL PROPERTY

All right, title and interest in all Intellectual Property relating to Copperhead Road Distillery is vested in and is the property of Copperhead Road Distillery LTD (or is included with the permission of the relevant owner). No part of Copperhead Road Distillery may be distributed or copied for any commercial purpose and you are not permitted to incorporate the contents of Copperhead Road Distillery or any part of it in any other work or publication (whether in hard copy, electronic or any other form) without our prior written consent. Further, you may not copy, use, remove or alter any Intellectual Property that appears on Copperhead Road Distillery or on any content on Copperhead Road Distillery.

13. FORCE MAJEURE

If the performance by Copperhead Road Distillery of its obligations under Copperhead Road Distillery is prevented by reason of "force majeure" (which shall include fire, casualty, accident, act of God, natural disaster, any law, order, proclamation, regulation, demand or requirement of any government or government agency, strikes, labour disputes, shortage of labour or lack of skilled labour, shortage or unavailability of products or raw materials, delay in transit, electricity or communications failures, or other causes whatsoever beyond the reasonable control of Copperhead Road Distillery) Copperhead Road Distillery shall be excused from the performance of its obligations under these Terms and Conditions.

14. PRIVACY ACT

14.1 Collection of information

The Customer authorises Copperhead Road Distillery to collect, retain and use personal information about the Customer for the purposes of:

14.1.1 Assessing the Customer's credit-worthiness;

14.1.2 Undertaking any dealings or transactions with the Customer;

14.1.3 Enforcement of any legal or other rights Copperhead Road Distillery may have against the Customer in any manner that Copperhead Road Distillery sees fit;

14.1.4 Making such disclosures as may in Copperhead Road Distillery's opinion be required for any of the above purposes or generally to do business;

14.1.5 Sending the Customer any advertising or promotional material; and

14.1.6 Determining prize winners of promotions (if applicable).

14.2 Copperhead Road Distillery right to refuse application

If all of the requested Customer personal information is not supplied, or is not satisfactory to Copperhead Road Distillery then his/her application for registration to Copperhead Road Distillery may not be accepted.

14.3 Information retained by Copperhead Road Distillery

The Customer agrees that any personal information supplied by the Customer will be retained by Copperhead Road Distillery and will be accessible to Copperhead Road Distillery employees and other persons or body corporate engaged by Copperhead Road Distillery for or in relation to any of the purposes listed in clause 14.1

above. The Customer's personal information will be held at a cloud-hosting provider as Copperhead Road Distillery's agent). Copperhead Road Distillery shall retain all personal information supplied by the Customer until such time the Customer is deregistered.

14.4 Disclosure

The Customer authorises Copperhead Road Distillery to disclose all or any part of any personal information provided by the Customer to a third party for any of the purposes listed in clause 14.1 above.

14.5 Customer rights

Under the Privacy Act 1993, the Customer has rights of access to his or her personal information held by Copperhead Road Distillery and may request correction to that information. The Customer may do so by emailing [info@copperheadroad.co.nz]. The customer agrees to pay Copperhead Road Distillery the reasonable charges requested by Copperhead Road Distillery in relation to time and attendances involved in complying with the Customer's request in this regard.

14.6 Consent to receipt of electronic messages

The Customer consents to his or her inclusion in Copperhead Road Distillery's direct marketing database and accepts that they may, as a result, receive electronic communications and promotional communications from Copperhead Road Distillery. The Customer has the right to ask Copperhead Road Distillery at any time to stop sending online communications and promotional offers to them.

16. GENERAL

16.1 Variation of Terms and Conditions

Copperhead Road Distillery may at any time vary these Terms and Conditions.

16.2 Governing Law

These Terms and Conditions and any dispute arising from the use of Copperhead Road Distillery shall be governed by the laws of New Zealand. The parties submit to the exclusive jurisdiction of the courts of New Zealand.

16.2 Enforceability

If at any time Copperhead Road Distillery does not enforce any of these conditions, Copperhead Road Distillery will not be construed as having waived that condition or its right to later enforce that or any other condition. In addition, where any provision of these Terms and Conditions is rendered void, unenforceable or otherwise ineffective by operation of law, that will not affect the enforceability or effectiveness of any other provision of these Terms and Conditions.

16.3 Assignment

The Customer may not assign any of its rights or obligations under these Terms and Conditions except with the prior written consent of Copperhead Road Distillery, which may be refused at Copperhead Road Distillery's absolute discretion. Copperhead Road Distillery may assign any of its rights and obligations under these Terms and Conditions.