

## Villa Maria Cellar Club Terms & Conditions

### GENERAL

1.1 This agreement applies to Cellar Club subscription purchases of Villa Maria Estate products by you from the Villa Maria Estate website and replaces all previous agreements between you and us.

1.2 Villa Maria Estate Ltd may change the terms of this agreement from time to time using the process set out in clause 19.

1.3 This is an important agreement which you must read through before purchasing a Cellar Club subscription from our website. Making a purchase from our website specifies you have agreed to these terms and conditions.

### DEFINITIONS

2.1 In this agreement unless the context otherwise requires:

“You” or “your” means the purchaser.

“Us”, “we” or “our” means Villa Maria Estate Ltd.

“Agreement” means this agreement and includes any other terms incorporated into it by reference.

“Information” means all the information supplied by you to us via the website or otherwise and includes, for example, your name, contact details, credit card details and your payment and transactions history.

“GST” means goods and services tax.

“Products” means all Cellar Club subscriptions available for purchase on our website. “Website” means our website, accessible via the [www.villamaria.co.nz](http://www.villamaria.co.nz) domain name.

### PURCHASE TERMS

3.1 When purchasing products on the website you confirm and acknowledge that:

(a) You are legally entitled to purchase alcohol (if the products you purchase include alcohol) and that you can provide sufficient evidence of that entitlement on request (e.g. NZ Driver’s Licence or Passport) prior to or upon delivery of the products.

(b) All information supplied by you to us is true and correct at the time you make any purchase on the website.

(c) Notwithstanding the above, we may refuse to accept your order at our sole discretion.

(d) We may disclose your information to your bank and Credit Card Company and for the purposes of any debt recovery proceedings we may issue against you.

(e) We may restrict your ability to purchase products via the website by imposing a credit limit on your account.

## PRICE

4.1 Prices quoted on our website are inclusive of GST. Prices are given in New Zealand dollars.

4.2. We reserve the right to vary our prices with notice. No adjustments are made if the price of a product increases or decreases between the time the order is submitted and the time the product is delivered.

4.3 Prices and specials in our Cellar Shop and those available online may not necessarily be the same.

## MISTAKES IN PRICE ARISING FROM COMPUTER ERROR

5.1 In the event that computer error results in a material misstatement of the price of your order we may, prior to your receipt of the order or at any time thereafter, require that you pay us the different between the amount actually paid by you in respect of your order and the correct amount payable.

## PRODUCT AVAILABILITY

6.1 All products are sold subject to their availability. If a selected wine is unavailable, we will substitute it with a wine of equal or greater value. Promotional items may be limited as to quantity. We shall not be responsible for our inability to supply products to you where they are not presently available or where our stock of the relevant product(s) has been exhausted. 6.2 Products are available outside of New Zealand on request but please note that shipping and delivery charges will apply.

## DELIVERY & TRANSIT

7.1 We are not responsible for any failure to deliver or delay in delivery caused by any event outside of our reasonable control.

7.2 In the event that we fail to deliver any products, you may elect to cancel your order in respect only of the products not delivered unless we have contacted you and you have agreed to delivery at a later date.

7.3 Where we fail to deliver or delay delivery of your order or part of your order or where any loss is incurred by you in relation to such delivery and is within our control, our liability shall be restricted to payment of the cost of replacing the order or part of the order, as we may determine (in our sole discretion).

7.4 Advice regarding order shortages or damage in transit must be given to our Cellar Door team no later than three days after receipt of products. The Cellar Door team can be phoned on 09 255 0666.

7.5 Delivery is complete when the products reach the address you have specified for delivery. We will be responsible for arranging the delivery of products unless you arrange otherwise with us.

7.6 Nothing in these terms entitles you to return the products as being surplus to your needs, or for any other reason other than set out herein.

## PAYMENT TERMS

### CHARGES & INVOICING

- 8.1 The Cellar Club subscription is valid for a minimum subscription term of one calendar year.
- 8.2 The wine will be delivered 4 times per calendar year (December, March, June and September) to the delivery address supplied. You must notify us of any changes to your credit card and/or delivery address.
- 8.3 Should your credit card transaction be declined, we will notify you and ask for your new details or an alternative method of payment prior to dispatching the case of wine.
- 8.4 If you pay by credit card you agree to indemnify us against any default by your credit card company to make payment to us in full.
- 8.5 We use "Payment Express" to securely authorise credit card payments before any charges are made. For further information regarding "Payment Express" and how it encrypts and processes transactions, please visit [www.paymentexpress.com](http://www.paymentexpress.com). Alternate payment options are unavailable online, please visit our Cellar Shop in person if you wish to pay via a different method.

### WARRANTIES

- 9.1 We represent and warrant to you that:
- (a) We have the right to sell the products to you.
  - (b) The products are not be subject to any undisclosed security or charge.
  - (c) You have the right to undisturbed possession of the products.
- 9.2 We represent and warrant to you that the products:
- (a) Are of acceptable quality having regard to their nature, the price, representations made by us and any statements made on packaging or labels.
  - (b) Are reasonably fit for the purpose that we represent.
  - (c) Supplied by description corresponds with their description.

### CANCELLATION, RETURN AND REPLACEMENT

- 10.1 You may cancel your subscription at any time by giving us 30 days written notice. If we do not receive written notification of cancellation, your subscription will continue and roll over into the following calendar year.
- (a) After we have accepted your order for the products, you may not cancel the order without our consent.
  - (b) We will not consent to cancellation if we have processed documentation in fulfilment of your order.
  - (c) Returns for credit will be given at our discretion. The cost of return is your responsibility.

(d) In the event that we consent to cancellation, we may require you to pay a minimum handling charge of \$4.00 exclusive of GST per case or part thereof or a maximum of 15% of the total value of your order.

#### USE OF YOUR INFORMATION

11.1 During the term of this agreement your use of the website will generate certain information that will be recorded electronically by us. Information of this type may include, for example, your IP address, your usage statistics, etc. We will also record your contact details, credit information and any related personal details that you supply or that we obtain independently.

11.2 You acknowledge that we, our employees, carriers, contractors and agents may use or disclose any of the information identified in the previous paragraph for purposes connected with the supply of the services to you. Examples of purposes connected with supply include, for example:

- (a) administration of your account with Villa Maria Estate or on the website.
- (b) carrying out credit checks.
- (c) keeping you up to date with new offers/changes at Villa Maria Estate.
- (d) sharing with contractors to enable you to use or facilitate your use of the website.

11.3 You may at any time make a written request to see any personal information that we hold or to ask us to correct any mistakes in that information.

#### CONSENT TO RECEIPT OF ELECTRONIC MESSAGES

12.1 You agree by registering on this website that you expressly consent to your inclusion in our direct marketing database and accept that you may, as a result, receive regular electronic communications and promotional communications from us. You have the right to ask us at any time to stop sending online communications and promotional offers to you.

#### INTELLECTUAL PROPERTY RIGHTS

13.1 All right, title and interest in all Intellectual Property in all concepts, systems, written, graphic and other material relating to Villa Maria Estate's online shop and its contents owned by, and shall at all times remain the exclusive property of Villa Maria Estate, its licensors and the providers of products accessible through Villa Maria Estate's online shop, and is protected by New Zealand law and international law. Nothing in these terms and conditions shall constitute any licence of intellectual property rights to the Customer.

13.2 Any infringement of our intellectual property rights will be fully enforced under New Zealand law.

#### GENERAL TERMS

#### NO WAIVER

14.1 No delay, neglect or forbearance in taking enforcement action in relation to any provision of these terms will be a waiver, or in any way prejudice any right, of that party.

#### SEVERABILITY

14.2 If any part of these terms is held to be invalid, illegal or unenforceable, that part will be severed and the remainder of the terms will remain in full force and have full effect.

#### PRIVITY

14.3 Third parties may take the benefits of rights expressed to be for their benefit in accordance with the Contracts (Privity) Act 1982.

#### JURISDICTION

15.1 The website is provided for use by New Zealand residents. We make no representations that the website complies with the laws of any country outside of New Zealand. If you access the website from outside New Zealand, you do so at your own risk and you are responsible for complying with the laws in the place where you use the website when purchasing products online.

15.2 This agreement is governed by New Zealand law and any legal action against us must be taken in a Court in New Zealand.

#### ASSIGNMENT

16.1 You may not assign any rights under this agreement except with our prior written consent. 16.2 We may assign our rights under this agreement without seeking your prior consent.

#### NOTICES

17.1 We will send all invoices and notices required under this agreement to the address (postal or email) that you have nominated as your preferred method of contact. It is your responsibility to ensure that you keep us informed of any changes to your contact details.

17.2 You will be deemed to have received a notice:

- (a) Sent by email at the time that we send it;
- (b) Sent by post, four days after we send it.

#### AMENDMENTS

18.1 We may change the terms of this agreement by sending you notice ("amendment notice") to that effect by your preferred contact method and supplying you with the amended agreement.

18.2 The agreement, as modified, will take effect from the date stated on the amendment notice but no later than 30 days following the date that we send the amendment notice.