

## Terms and conditions

## Peckhams Ltd

In this agreement we refer to you, the purchaser as "you" or "your" and Peckhams Ltd as "us", "we" or "our"

### 1. GENERAL

This agreement applies to all purchases of by you from the Peckhams website.

We may change the terms of this agreement from time to time using the process set out in clause 17.

This agreement is important. You should ensure that you have read it thoroughly prior to purchasing any products on our website.

### 2. DEFINITIONS

In this agreement unless the context otherwise requires:

**"agreement"** means this agreement and includes any other terms incorporated into it by reference;

**"information"** means all 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 products available for purchase on our website;

**"website"** means our website, accessible via the [www.peckhams.co.nz](http://www.peckhams.co.nz) domain name.

### 3. PURCHASE TERMS

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

(a) you are legally entitled to purchase alcohol and that you can produce sufficient evidence (e.g. NZ Driver's Licence or Passport) of that entitlement on request 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;

### 4. PRICE

Product prices quoted on our website are inclusive of GST.

We reserve the right to vary prices without notice.

## TRANSIT COST

Product prices are quoted exclusive of transit costs. Any courier or handling charges in relation to your order will be notified to you at the time you place your order and be added to the price.

## MISTAKES IN PRICE ARISING FROM COMPUTER ERROR

In the event that we become aware of any error in pricing prior to delivery, we will make reasonable endeavours to contact you and advise you accordingly. You may elect to cancel your order.

## **5. PRODUCT AVAILABILITY**

All products are sold subject to their availability. 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.

In the event that we are unable to supply products in the quantities specified in your purchase order you may elect to cancel or vary your order by agreement with us.

## **6. DELIVERY & TRANSIT**

We will use our best endeavours to despatch orders no later than two business days after the day your order is received by us and you have received confirmation of your order from us via email or equivalent.

Orders should reach you within 5 working days of dispatch. If you have not received your order by then please contact us and we will trace it to determine the cause of the delay.

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

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.

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).

Advice regarding order shortages or damage in transit must be given to our customer service team no later than three days after receipt of products.

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.

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.

## **7. PAYMENT TERMS**

### **CHARGES & INVOICING**

You must pay us in full and in cash or by credit card (as applicable) at the time that you submit your order.

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. WARRANTIES**

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.

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 correspond with their description.

## **9. CANCELLATION, RETURN AND REPLACEMENT**

Subject to clause 8 of this agreement:

- (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;

## **10. USE OF YOUR INFORMATION**

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 usage statistics, etc. We will also record your contact details any related personal details that you supply.

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, keeping you up to date with new offers/changes at Peckhams

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.

## **11. CONSENT TO RECEIPT OF ELECTRONIC MESSAGES**

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.

## **12. INTELLECTUAL PROPERTY RIGHTS**

We own, control or have the right to use and provide the website and all content on the website, including text, images, articles, photographs, illustrations, audio and video clips. You may electronically reproduce and store the content of the website solely for the purposes of viewing, using the services or saving website content, for your own personal use. You may not display or distribute the content of any part of the website or its content in public, including any reproduction in any form on the Internet, without our express permission.

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

## **13. GENERAL TERMS**

### **NO WAIVER**

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**

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**

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

## **14. JURISDICTION**

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.

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

## **15. ASSIGNMENT**

You may not assign any rights under this agreement except with our prior written consent.

We may assign our rights under this agreement without seeking your prior consent.

## **16. NOTICES**

We will send all invoices and notices required under this agreement to the address (postal, fax or email) that you have nominated as your preferred

method of contact. It is your responsibility to ensure that you keep up us informed of any changes to your contact details.

You will be deemed to have received a notice:

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

## **17. AMENDMENTS**

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.

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.