

Website Terms & Conditions: Benton Wine Group trading as Pask Winery.

These terms and conditions (the “terms and conditions”) govern the use of www.pask.co.nz (the “site”) This site is owned and operated by Benton Wine Group. This site is an ecommerce website.

By using this site, you indicate that you have read and understand the terms and conditions and agree to abide by them at all times.

Intellectual property:

All content published and made available on our site is the property of Benton wine group and the sites creators. This site includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our site.

Age restrictions:

The minimum age to use our site is 18 years old. By using this site, users agree that they are over 18 years of age. We do not assume any legal responsibility for false statements about age.

Sale of goods:

These terms and conditions govern the sale of goods available on our site.

The following goods are available on our site:

- Wine
- Merchandise
- Services

These terms and conditions apply to all the goods that are displayed on our site at the time you can access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods we provide. You agree to purchase goods from our site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of refund.

Online Subscriptions:

Your subscription automatically renews, and you will be automatically billed until we receive notification that you want to cancel the subscription, or after 12 months, whichever comes first.

To cancel your subscription, please contact us directly at info@pask.co.nz

Payments:

We accept the following payment methods on our site:

- Credit card

When you provide us with your payment information, you authorize our use of and access to the payment method you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment method.

If we believe your payment has violated any law or these terms and conditions, we reserve the right to cancel or reverse your transaction.

Shipping and delivery:

When you purchase goods from our site, the goods will be delivered through one of the following methods:

- Standard delivery (two days) via Post Hast Couriers NZ
- Speedy shipping (overnight) via Post Hast Couriers NZ

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends or public holidays. Orders placed by 11am will be on that day's courier. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with incorrect details.

Refunds:

Refund requests must be made within 3 days after receipt of goods.

We accept refund requests for goods sold on our site for any of the following reasons:

- Goods are broken; or
- Goods do not match advertised description

Returns:

Returns can be made in person at the following location: 1133 Omaha Rd, Hastings.

Returns can be made by mail. To return a good by mail please contact us first to arrange a courier.

Consumer protection law:

Where the *Consumers Guarantees Act 1993*, the *Contract and Commercial Law Act 2017*, or any other consumer protection legislation in your jurisdiction applies cannot be excluded, these terms and conditions will not limit your legal rights and remedies under that legislation. If there is a conflict between these terms and conditions and that legislation, the mandatory provisions of the legislation will apply.

Links to other websites:

Our site contains links to third party websites that we do not own or control. We are not responsible for the context, policies or practices of any third-party website linked to our site.

Limitation of liability and indemnity:

Benton Wine Group and our directors, officers, agents, employees, subsidiaries and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from the use of the site. Except where prohibited by law, by using this site you indemnify and hold harmless Benton Wine Group and our directors, officers, agents, employees, subsidiaries and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our site or your violation of these terms and conditions. These terms and conditions are governed by the laws of New Zealand.

Severability:

If at any time and of the provisions set forth in these terms and conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these terms and conditions. All other provisions will not be affected by the removal and the rest of these terms and conditions will be deemed valid.

Changes:

These terms and conditions may be amended at any time to remain consistent with applicable law and to align with any changes to the way we operate our site or user policy. We will notify users by email of any changes to our terms and conditions.

Contact details:

Please contact us if you have any questions or concerns. Our contact details are as follows:

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