



TERMS & CONDITIONS

PARTIES

The business trading name is Mt Difficulty Wines. The business legal name is Foley Wines Ltd. Foley Wines Ltd is a NZ registered company; number: 307139. The name that will appear on your statement will be Foley Wines Ltd.

ACCEPTANCE OF TERMS AND CONDITIONS:

By searching on the Mt Difficulty website and purchasing products over this website you accept, and agree to be bound by, these terms and conditions. Foley Wines may amend these terms and conditions at any time by posting amended or replacement terms and conditions on the Website.

PRIVACY

Foley Wines believes in protecting the privacy of customers and does not sell or rent your personal information to third parties. Customers who ask to join the 'Mt Difficulty Wines' mailing list will have their details added to the 'Mt Difficulty Wines' customer database. Those who elect not to join will not be contacted by Foley Wines, other than is necessary in the completion of the purchasing process.

Our 'Mt Difficulty' website's Mailing List registration form requires you to provide us contact and demographic information. In order to improve our customer service, we also keep the purchasing histories of our Mailing List customers and may at times use them to offer special deals.

Personal information collected from customers is retained by Foley Wines in its 'Mt Difficulty' database at its premises at 73 Felton Road, Bannockburn, R.D. 2 Cromwell. You have the right to access your own personal information and to correct or delete any personal information from the database by emailing us

MAILING LIST CONTACT

Foley Wines sends out regular promotional material via email to its 'Mt Difficulty' Mailing List members with regard to products and news. Foley Wines also conducts telephone sales campaigns which these Mailing List members may opt out of.

SALE OF LIQUOR ACT

Foley Wines is the holder of an 'off licence' as defined in the Sale of Liquor Act, and as such is legally authorised to promote and deliver wine for sale by mail order.

Please Note: It is illegal for us to sell liquor to anyone under the age of 18. It is illegal to buy liquor when under the age of 18. It is also illegal to make a false declaration of age in order to purchase liquor. If you are under the age of 18, please do not attempt to use this site to purchase liquor.

DELIVERY POLICY

For website orders to be delivered within New Zealand: wine will be dispatched within two working days of credit card funds being authorised or internet banking payment being acknowledged or cheques being cleared. Delivery is via courier and may take up to a further five working days to arrive. Foley Wines cannot guarantee the precise date and time of delivery. Signature on delivery is required unless permission to leave is given at the time the order is placed. Couriers within New Zealand reserve the right to leave an 'attempted delivery' notice and details for collection.

EXPORT RESTRICTIONS

Foley Wines is able to ship wines to private individuals in a wide range of countries using the services of NZWinehome. NZWinehome offer a truly professional door to door service and we have been using them since February 2011 with complete satisfaction from our Cellar Door visitors and Club members. NZWinehome's fees include all taxes and duties so there are no nasty surprises on delivery of the wine.

NZWinehome configure orders according to three case sizes - 9 bottles, 12 bottles and 15 bottles. The shipping rate for 15 bottles is the most cost effective per bottle as it is the same as 12 bottle rate. A shipping discount applies for orders of more than one case.

The countries we can deliver to are as follows:

Australia (including Tasmania), Austria, Belgium, Denmark, Finland, France, Germany, Italy, Netherlands, Portugal, Spain, Sweden, Hong Kong, Japan, Singapore, United Kingdom (including Ireland, Northern Ireland, Channel Islands and outer islands), United States of America (excludes Utah, includes Alaska & Hawaii).

For the complete list of shipping prices and expected delivery times, please see our full shipping information here:

<https://www.mtdifficulty.nz/pages/shipping>

Foley Wines cannot guarantee the precise date and time of delivery. Signature on delivery is required unless permission to leave is given at the time the order is placed.

RETURNS AND REFUNDS POLICY

All claims for non-delivery, short delivery or damage should be made as soon as possible by telephone or email. Every effort is made to ensure the wine you order from Foley Wines reaches you in top condition. If you are not happy with the product, please contact us before returning any goods. Any wine you return must be packaged carefully to avoid damage in transit. Faulty product will be replaced, if possible. If replacement is not possible, we will refund the item in the same form that payment was made.

CUSTOMER SERVICE

For enquiries relating to orders and deliveries, contact us at cellar.door@mtdifficulty.co.nz.

DESCRIPTION OF WINES

We aim to provide as accurate a description of our wines as possible, but your personal perception may vary from our description.

AVAILABILITY OF PRODUCT

The website will show the full range of Mt Difficulty Wines products available, but the customer acknowledges that there may be limited availability. Foley Wines reserves the right to restrict the number of bottles of a particular wine to each individual customer when quantities are limited. Foley Wines will advise the customer of its inability to fulfil a customer's order as soon as reasonably possible.

PAYMENT POLICY

Payment can be made by credit card via our secure payment service provider, Direct Payment Solutions (DPS). All prices are in New Zealand dollars, inclusive of GST at 15%. Every purchase is subject to the laws of New Zealand.

CREDIT CARD SECURITY

Foley Wines strive protect the security of customers' personal information, including credit card information. Customers' credit card details do not get processed or transmitted through or via the Mt Difficulty Wines website; all transactions are processed through a secure payment service provider, Direct Payment Solutions (DPS). DPS hosts and manages the payment page. All transaction sessions are stored and processed in encrypted strings. Customers' credit card details are not held by Foley Wines and cannot be accessed by Foley Wines' staff. However, they may be held by DPS on customers' request (review their Privacy Policy).

PASSWORD CONTROL

Customers are responsible for all actions taken with their user name, email address and password. Foley Wines recommends that customers do not divulge their password to any third parties. If a customer elects to share his/her user name, email address and password or any other information with third parties, the customer is responsible for all actions taken with this information. Forgotten password emails will be sent to the customer's email address, and it is the customer's responsibility to protect this email account.