Terms & Conditions

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Age

We require any purchaser or acceptor of alcohol purchased to confirm they are aged 18 years or older. It is against the law to sell, supply or provide alcohol to a person under the age of 18 years. The customer also warrants that he/she is not under the influence of alcohol at the time the order is submitted or when the order is received.

Shipping methods

All orders require a signature upon delivery, and must be signed for by someone over the age of 18. Please address your order to an address where this can happen between the hours of 9am to 5pm (i.e Your Work address). Delivery times can not be guaranteed.

In general orders placed before noon will be processed same day. Orders placed after noon will be processed the next business day. Please allow 4 working days for delivery. Delivery times may be shorter for South Island and urban addresses, and longer for North Island and rural addresses. Orders will not be processed or delivered on public holidays or weekends.

We cannot guarantee that you will always receive your shipment within these timelines due to courier delays and other unforeseen complications, but will try our very best. Please allow for extra time during the busy holiday periods of November and December.

Due to Liquor Licence conditions orders will not be processed or delivered on Good Friday, Easter Sunday, Christmas Day or before 1pm on Anzac Day. Orders can only be sold or delivered on the following days and during the following hours: MONDAY TO SUNDAY 8AM to 11PM.

Payment Methods

By making a purchase you must agree to the terms and conditions of the payment processor you choose to use.

Pricing

Prices, promotions and product availability are subject to change without notice. Prices listed on the website are for online purchases only. All prices are in New Zealand Dollars.

Availability

The availability information presented on our Web site is the best, most up-to-date information we have, but errors do occur, and this information does not represent a guarantee or promise of availability.

GST

All prices include New Zealand GST.

Changes and errors

We do our best to achieve 100% accuracy, but occasionally mistakes do occur. Pricing, product availability and offers subject to change without prior notification. We reserve the right to make changes without notice due to market conditions, manufacturer or supplier product discontinuation, or typographical, photographic or technical errors in online or print advertising. NOTE: Products and packaging depicted may differ from stock available at time of shipment; we reserve the right to substitute equivalent items.

Our Guarantee

If for any reason you are not satisfied with our products or services then please email us clearly outlining the nature of your complaint or dissatisfaction. Any complaints will be handled quickly and efficiently and all information exchanged will be confidential.

General policy

We pride ourselves on our personal levels of service. If you are not delighted with your purchase then please return the items to us within 14 days of receipt in its original condition and packaging and we will refund you the value less the delivery costs. Please note that the postage and cost of returns is the responsibility of the customer or purchaser. Please email us prior to sending any back so we can issue a returns number.

All Returns must be sent back via Trackable Courier Only.

Breakages

Unfortunately breakages occasionally happen in transit, in this instance please let us know immediately and we will refund in full your broken items. Refunds will be in the form of a gift voucher to the value of the broken product, and a proportion of the freight costs.

Privacy Policy

Collection of information: The Customer authorises Long Cloud Wines & Spirits to collect, retain and use personal information about the Customer for the purposes of: Assessing the Customer's credit-worthiness;

Undertaking any dealings or transactions with the Customer;

Enforcement of any legal or other rights Long Cloud Wines & Spirits may have against the Customer in any manner that Long Cloud Wines & Spirits sees fit; Making such disclosures as may in Long Cloud Wines & Spirits's opinion be required for any of the above purposes or generally to do business;

Sending the Customer any advertising or promotional material; and Determining prize winners of promotions (if applicable).

Long Cloud Wines & Spirits right to refuse application

If all of the requested Customer personal information is not supplied, or is not satisfactory to Long Cloud Wines & Spirits then his/her application for registration to Long Cloud Wines & Spirits may not be accepted.

Information retained by Long Cloud Wines & Spirits

The Customer agrees that any personal information supplied by the Customer will be retained by Long Cloud Wines & Spirits and will be accessible to Long Cloud Wines & Spirits employees and other persons or body corporate engaged by Long Cloud Wines & Spirits for or in relation to any of the purposes listed above. The Customers personal information will be held at Long Cloud Wines & Spirits (or at a cloud-hosting provider as Long Cloud Wines & Spirits's agent). Long Cloud Wines & Spirits shall retain all personal information supplied by the Customer until such time the Customer is deregistered. You may be contacted by email by a third party company regarding particular product or a service that you had received from us

Disclosure

The Customer authorises Long Cloud Wines & Spirits to disclose all or any part of any personal information provided by the Customer to a third party for any of the purposes listed above.

Customer rights

Under the Privacy Act 1993, the Customer has rights of access to his or her personal information held by Long Cloud Wines & Spirits and may request correction to that information. The Customer may do so by emailing shannon@longcloudwines.co.nz. The customer agrees to pay Long Cloud Wines & Spirits the reasonable charges requested by Long Cloud Wines & Spirits in relation to time and attendances involved in complying with the Customer's request in this regard.

Consent to receipt of electronic messages

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

How do we protect your information?

We implement a variety of security measures to maintain the safety of your personal information when you place an order or enter, submit, or access your personal information.

All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our Payment gateway providers database only to be accessible by those authorized with special access rights to such systems, and are required to keep the information confidential.

After a transaction, your private information will not be stored on our servers.

Long Cloud Limited, Company Number 3244683, Trading as Long Cloud Wines & Spirits, located at 34 Augusta Street, Redcliffs, Christchurch 8081, is the holder of a Liquor License 60/OFF/99/2018. Any sales of alcohol made via this internet site will be made on that liquor license. The applicable law for transactions for the purchase of alcohol on this internet site are the laws of New Zealand. The Laws of Sale and contract by any other country do not apply. By placing an order with www.longcloudwines.co.nz you accept that the ownership of the goods passes to the customer upon payment and dispatch of the goods from our warehouse. All

product will arrive to you Duty and GST Paid. You will not be liable for any additional charges.

General terms and conditions

Terms, conditions and policies subject to change without notice. Long Cloud Wines & Spirits is not responsible for late or delayed shipments or system failures. Long Cloud Wines & Spirits retains title to items purchased until said items are paid for by the purchaser and at that time the title passes to purchaser. The terms of our agreements with some vendors represented in our online and print advertisements forbid us from exporting their products. All trademarks and registered trademarks are used to benefit and without intent to infringe on the holder of the mark. Long Cloud Wines & Spirits, Long Cloud Wines & Spirits logo and all other distinctive logos, marks and graphic elements are trademarks of Long Cloud Ltd. and are subject to applicable trademark protections. Long Cloud Wines & Spirits is not responsible under any legal theory for direct, special, incidental or consequential damages because of (i) delay in delivery, (ii) availability of products, (iii) personal injury arising from products purchased from us or (iv) failure of performance of any product purchased from us.

Long Cloud Wines & Spirits is not responsible for typographical errors. Long Cloud Wines & Spirits is a division of Long Cloud Ltd.