

Online Store Terms and Conditions

Legal Drinking Age: Cape Byron Distillery supports the responsible service of alcohol and will never supply alcohol to minors. You need to be over the Legal Drinking age to purchase from our online store.

Registration: You will need to register to use our online shopping facility. Once through the initial registration phase you will be sent a link via email to activate your account. Please click on this email link to ensure that your registration is confirmed, once your account is activated you can log in and place orders online. If you do not receive an email after trying to register, please phone us on 02 6684 7961 or email us info@capebyrondistillery.com

Payment Methods: We accept payment via Visa and Mastercard. Card details are securely encrypted and forwarded to us. Once the order is finalised the card will be processed. We delete card details after your order has been finalised as an extra security measure. If you do not have a credit card please contact us on 02 6684 7961 to arrange an alternate payment form.

Delivery and Handling: Delivery costs are a flat rate of \$10 throughout Australia. Orders \$150 and above receive free freight.

We ship Australia wide with TNT, Fastway and Australia Post. We deliver using receipted receipt. If you are not at home a card will be left. If you wish your parcel to be left please leave instructions in the comments field of the checkout screen.

Lead Time: We endeavour to process and ship orders within 48 hours, however this is not always possible, if delays are expected we will email you with the details. Orders placed outside office hours will be processed the next business day. Orders placed on a weekend will not be processed until the next business day.

Out of Stock Items: We endeavour to list 'out of stock' items on our website. Occasionally, during busy periods we may run out of a product before we have the chance to update our website. If you have ordered an out of stock item we will contact you to see if you would like a replacement product or wait until the product is back in stock.

Privacy Policy

Your Details: Cape Byron Distillery will store personal details only to keep subscribers up to date via our opt-in subscription newsletter. It is not the policy of Cape Byron Distillery to sell or exchange personal details. Your details will be kept solely for the purpose of subscription updates, you will be removed if requested.

Returns: In the event of receiving damaged or incorrect goods notification must be given within 24 hours of receipt of goods for credit or replacement.

Contact Us: You can contact us direct with any questions on our Contact page here.

Cape Byron Distillery, 80 St Helena Rd McLeods Shoot, NSW 2479

E: info@capebyrondistillery.com

Ph: +61 2 6684 7961 Fax: +61 2 6620 9599

Place of Applicable Law

Cape Byron Distillery is registered in Australia. Materials on this site are directed solely at those who access it within Australia. Those accessing this site from other locations are responsible for compliance with local laws if applicable. You and we each submit to the exclusive jurisdiction of the Australian courts in relation to disputes arising out of this Agreement. If any provision of this Agreement shall be unlawful, void for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions. Australian Law shall govern this Agreement.

Website Content

Reasonable care has been taken by Cape Byron Distillery in the design, layout and content of this site. However, to the extent permitted by applicable law, Cape Byron Distillery disclaims all warranties, express or implied, as to the accuracy of the information contained in any materials within this site.

Cape Byron Distillery shall not be liable to any person for any loss or damage, which may arise from the use of any of the information contained within this site.

Links within this site will lead to sites which are not under the control of Cape Byron Distillery. When you activate these you will leave the Cape Byron Distillery site, Cape Byron Distillery will not accept any responsibility or liability for the material on any other site as Cape Byron Distillery has no control over any other site.

We aim to provide the most accurate information on our website, however in the case of typographical errors or information which is not correct, Cape Byron Distillery reserves the right to correct the error and any actions leading from it.

Limitation of Liability

You agree that Cape Byron Distillery shall not be liable either in contract, tort, negligence, statutory duty or otherwise for any:

- Loss of profits, goodwill, revenue or any type of consequential, indirect or special loss or damage whatsoever arising from or in any way connected with this Agreement
- Direct damage or loss, including damage or loss which is reasonably foreseeable or occurs naturally in the course of things, resulting in any acts, omissions, failures or delays occurring to, on or in relation to those parts of the Internet not under Cape Byron Distillery direct control, including, without limitation, loss or damage of business, loss of sales, non payment of monies due, loss of profits, business interruption, loss of reputation, loss of business information, or any other pecuniary loss, even where Cape Byron Distillery has been advised of the possibility of such damage or loss.

You agree that, except in relation to such liability as has been expressly excluded in clause 4, the maximum aggregate of liability of Cape Byron Distillery in contract, tort, negligence, statutory duty or otherwise, even where Cape Byron Distillery has been advised of the possibility of such damage or loss, for any damage or loss arising from or in any way connected with:

- any defect in a product

- any failure by Cape Byron Distillery to process signals, data, information, orders or messages correctly or in a timely manner, or any misrouting or non delivery of signals, data information, messages or orders from you to other persons or from other persons to you, or any scrambling or distortion of data or information contained in them, and any liability not excluded by this Agreement shall, in respect of any one or more events or series of events, connected or unconnected, taking place within any twelve month period be limited in the case of defects falling within clause 4 to the price of the relevant goods. This limit shall also apply in the event that any exclusion or other provision contained within this Agreement is held to be invalid for any reason and Cape Byron Distillery becomes liable for damage or loss that could otherwise have been limited.

You agree and acknowledge that you are in a better position than Cape Byron Distillery to foresee and evaluate any potential loss or damage that you may suffer in connection with the goods and services provided by Cape Byron Distillery, and therefore that Cape Byron Distillery cannot adequately insure in respect of such liability. You warrant to Cape Byron Distillery that you will insure against, or bear yourself, any loss for which Cape Byron Distillery has excluded liability

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some limitations set out in clause 4 may not apply to you.

Nothing in this Agreement shall affect the statutory rights of any customer, exclude or restrict any liability for death or personal injury arising from negligence or fraud of Cape Byron Distillery.

Indemnity

Save to the extent that it falls within the provision of delivery you shall indemnify Cape Byron Distillery and any third party, including its sub contractors, from and against any liability, losses, rights expenses, loss of profits, business interruption, consequential loss, pecuniary loss, claims or legal proceedings, including, but not limited to claims involving defamation and intellectual property infringement and expenses, including legal charges, arising from your use of the Cape Byron Distillery site or purchase of goods/services from that site which are brought or threatened against Cape Byron Distillery or suffered or incurred by Cape Byron Distillery by another person or entity.

Copyright

All pictures, photographs, text, design and layout of the Cape Byron Distillery site remain the copyright of Cape Byron Distillery. You may print portions of the Cape Byron Distillery site for your personal and non commercial use. Use of any content of the Cape Byron Distillery site is strictly prohibited without prior written consent of Cape Byron Distillery.

Beyond Reasonable Control

Cape Byron Distillery shall not be held liable for any breach of this Agreement caused by circumstances beyond its control, but not limited to Acts of God, fire, lightning or extremely severe weather conditions, explosions, war, disorder, floods, industrial disputes, whether or not involving our employees, acts or omissions of internet service providers or acts of local or central Government or other competent authorities.

Severability

In the event that any term of this Agreement is held to be invalid or unenforceable by judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable.

Cape Byron Distillery

Any reference to Cape Byron Distillery includes Cape Byron Distillery Pty Ltd A.C.N. 606 735 406 its directors, officers, servants or agents and related entities and permitted assigns.