



SAFARI WINES

SPECIALTY WINES • LIQUOR • BEER

TERMS & CONDITIONS OF SALE

The following Terms and Conditions of Sale govern the sale and purchase of products listed on www.safariwines.co.za.

Your placement of an order via the website to purchase any products indicates your agreement to comply with and be bound by these Terms and Conditions of Sale, and with effect from the acceptance by us of any such order, they will form a binding contract between: You ("the Customer") and Safari Wine Club (Pty) Ltd (Registration Number: 2012/097146/07), trading as Safari Wines, with physical address at Rotique Centre, Huilboerboomstreet, 404 HWE, Hoedspruit 1380, Limpopo, South Africa ("Safari Wine Club", "we" or "us"), on the one hand; and You, on the other hand.

PURCHASING & PAYMENT

You must be of legal drinking age to use this website and order products and services from Safari Wine Club (Pty) Ltd.

All products are sold by the bottle, unless otherwise indicated.

All product prices, shipping charges and other costs are stated in South African Rand (ZAR), and are inclusive of VAT.

Orders can be placed via our website or by email to info@safariwines.co.za

We accept the following payment methods: bank transfer (EFT), PayPal or cash/card upon pick up.

You shall be required to make payment in respect of any order you wish to place, including delivery costs, as the final step in the order process, following check-out.



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No order shall be deemed to have been placed by you until such time as payment for the order has been made.

All payments shall be made in accordance with the payment instructions set out. Your use of any of the payment methods listed is done entirely at your own risk, and Safari Wine Club (Pty) Ltd shall not be liable to you or to any third party for any loss or damage arising out of the use of any such payment method, including as a result of fraud, provided that no party shall be exempt from liability where such loss or damage is the sole and direct result of gross negligence or wilful default on the part of such party or its employees.

If any payment is overdue, we shall be entitled to suspend deliveries/collections.

Safari Wine Club (Pty) Ltd reserves the right to cancel orders in whole or in part as circumstances dictate.

In the case of items or services being mistakenly under-priced, we will not be obliged to provide the item at the stated price provided that we notify you before the item is delivered / before the service commences. If you no longer wish to proceed with the order, a full refund will be issued.

The website will not automatically generate a tax invoice in respect of each order placed. You shall have an option to request a tax invoice, and one shall be generated and sent to you, only if so requested.

Safari Wine Club (Pty) Ltd reserves the right to change pricing at any time without prior notice.



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PRODUCT AVAILABILITY

Lead time is dependent on stock availability. We will despatch stock as rapidly as possible to ensure best service to our customers.

Safari Wine Club (Pty) Ltd cannot be held liable for any product not being available and use of this site constitutes your consent to indemnify Safari Wine Club (Pty) Ltd from any and all liability, howsoever arising, and from direct or consequential damages due to the unavailability or unsuitability of any product.

If goods or services are no longer available after payment has been made, you will be refunded.

Should the product not be in stock, please allow 10 working days plus freight transit time. This will allow for ordering and delivery to our warehouse. Every effort is made to effect shipment of your order in a timely fashion, however unforeseen circumstances may cause delays.

Should we be faced with such an occurrence, Safari Wine Club (Pty) Ltd will contact you and provide a revised shipping schedule.

RETURNS POLICY

Every effort is made to ensure that orders are fulfilled correctly. If, however, you do not receive exactly what you have ordered, we will gladly rectify the problem.

You must inspect all goods when collecting or on delivery. A signed Proof of Delivery is proof of correct receipt of goods. In the event of incorrect order fulfilment or damage, please contact Safari Wine Club (Pty) Ltd within 3 days of collection or delivery. Thereafter, you will not be entitled to a refund. To qualify for a full refund, the damaged product must be in its original packaging, and Safari Wine Club (Pty) Ltd reserves the right (where packaging is damaged) to apply a 10% handling fee.



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Products designated on the website as non-returnable, are not returnable or refundable under any circumstances.

Each refund will be credited to the same bank account or payment method used to make the original purchase on the website. If the payment was made by:

- Credit or debit card, refund times will depend on the credit or debit card company's policies.
- PayPal (where available), refunds will be credited to the relevant PayPal account and will be visible immediately. The date of reimbursement to the credit card associated with the relevant PayPal account depends on the company that issued the credit card.

If you have any questions or concerns regarding our returns policy, please contact info@safariwines.co.za for assistance.

DELIVERY

Safari Wine Club (Pty) Ltd. delivers nationwide. Our standard delivery charges are outlined at checkout. Please note that time frames are an estimate only and are not intended to be binding.

Occasionally packages are returned to us undeliverable. Should this event take place, we will advise you to collect your products from our warehouse in Hoedspruit. If you choose not to collect your products and apply for a refund, Safari Wine Club (Pty) Ltd reserves the right to subtract the return shipping charges from your refund. If you do request us to re-send your package, Safari Wine Club (Pty) Ltd reserves the right to charge additional delivery fees prior to resending your order.

If you know you live in a remote or difficult to locate area, we advise that you have your parcel delivered at a central pick up point.



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GENERAL

Safari Wine Club (Pty) Ltd cannot be held liable for any illness or adverse health consequences suffered as a result of purchasing and consuming any product on this site. Safari Wine Club (Pty) Ltd endorses the Arrive Alive campaign and encourages all customers to drink responsibly. Safari Wine Club (Pty) Ltd reserves the right to make changes to these Terms and Conditions of Sale, at any time. Revisions will apply from the date of the publication of the revised terms on the website, and shall not have retrospective application.

If any provision of these Terms and Conditions of Sale is determined to be invalid, illegal or unenforceable, the remaining provisions of these Terms and Conditions of Sale remain in full force to the extent permitted by law.

The laws of South Africa (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to these Terms and Conditions of Sale, including, without limitation, their validity, interpretation, construction, performance, and enforcement. All legal proceedings arising out of or in connection with these Terms and Conditions of Sale shall be brought in South Africa.

It is the user's obligation to check these Terms and Conditions prior to purchase. The user's continued use of this website following the posting of changes or updates will be considered notice of the user's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.