

Arendskloof Voetspore Wine Club Terms and Conditions

These terms and conditions apply to any and all orders placed with New Cape Wines. By making any purchase on this website, you indicate your express agreement to be bound by these terms and conditions. We reserve the right to supply alternatives if the offered wines are not available.

PRICING

1. All prices quoted include Value Added Tax (VAT), currently at 15%. Prices quoted are per case, as indicated. New Cape Wines reserves the right to vary prices at any time, without notice.

AVAILABILITY

2. All wines listed are subject to availability.

3. In the unlikely event that a wine is not available, we shall contact you to recommend alternatives at the same price. You are then entitled to accept the alternatives, accept the available items only, or cancel your order.

ACCEPTANCE

4. We shall acknowledge your order via email. Our acknowledgement of the order constitutes legal acceptance of the order, at which point a binding contract of sale has been concluded and you will be charged for the order.

5. We cannot sell wine to anyone under the age of 18 years. Orders may not be transferred from you to any other person.

DELIVERY

6. Subject to receipt of payment, delivery will be made to your door at the address specified by you. Please indicate the postal code when entering your delivery address.

7. Orders are only delivered to addresses in South Africa.

8. Normal delivery charges apply to deliveries to international destinations. Shipping rates depend on the location of the delivery and the number of bottles purchased. For our quote on international shipping rates, please contact marketing@ncw.co.za.

9. All goods must be signed for on delivery by an adult aged 18 years or over. If no one of that age is at the address when the delivery is attempted, the goods will be retained by the courier, in which case notification of the attempted delivery will be given. A second delivery will be attempted at your cost.

10. We will not be liable for any loss occasioned by any delay in the delivery of any order.

11. All deliveries made in RSA will be by courier directly to your door. If the delivery cannot be made, a note will be left requiring you to contact the courier to arrange delivery at a suitable time.

INSURANCE

12. Our products are insured to the point of delivery.

CANCELLATION

13. An order is considered cancelled once you have notified New Cape Wines and have received our confirmation. Cancellation of in-stock items is only possible if the stock has not left our premises.

14. Orders may be cancelled by calling New Cape Wines on 023 340 4112 , or by e-mail marketing@ncw.co.za.

RETURNS

15. New Cape Wines guarantees the quality of all products supplied, and your satisfaction is our foremost priority. If for any reason you are dissatisfied with your order and the quality of our products, please contact us and return the items at your cost within fourteen (14) days of delivery of your order. If we find that the items were faulty in any respect when delivered to you, we will refund you the price of the items as well as the cost of delivery and return of the items, within thirty (30) days of our receipt of the returned items. You will be deemed to have accepted the order should you not return the products within the fourteen (14) day period.

REFUNDS

16. Where you have paid by credit card, we will process any refund to the credit card used for the purchase. In any other case, we will refund you by cheque or EFT transfer.

PAYMENT

17. Payment to be made via our website using any Visa and Master Card credit and debit cards.

CREDIT CARD SECURITY.

18. We understand the importance of privacy and security. We are committed to protecting the information we collect from you and guarantee that it will only be used for purposes of

processing your order and providing you with services you request from us. Under no circumstances will your personal details be made available to any organisation or third party.

MERCHANT OUTLET COUNTRY

20. The merchant outlet country at the time of presenting payment options to the cardholder is the Republic of South Africa. The transaction currency is ZAR (South African Rand).

COUNTRY OF DOMICILE

21. These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa. The courts of the Republic of South Africa shall have exclusive jurisdiction to determine any dispute connected with or arising from the use of the New Cape Wines site or any orders placed with New Cape Wines.

22. If any of these terms or conditions are held by a court of competent authority to be unlawful, invalid or unenforceable, in whole or in part, then such terms or conditions will be regarded as severable, and will not affect the validity of the remaining terms and conditions which will continue to be valid and enforceable to the fullest extent permitted by law.

VARIATION

23. New Cape Wines may, in its sole discretion, change these terms and conditions or any part thereof at any time without notice. However, the terms and conditions published here at the time when a specific order is placed will govern that specific order and all matters incidental to the specific order, notwithstanding any amendments which we may subsequently make to these terms and conditions.

CUSTOMER SERVICES

24. Please contact us should you have any questions, suggestions or comments. We appreciate your patronage and will strive to provide you with exceptional service.