



# **RUSTENBERG WINES**

**RUSTENBERG WINES (PTY) LTD**

## **TERMS & CONDITIONS**

Please read these terms and conditions carefully, as access to Rustenberg Wines' Online Shop and use of the services and content included in it, signifies that you have read, understood and accept without reservation, these terms and conditions.

By using the online payment facility on this website you warrant that you are authorised to use the credit card for the payment you are making and that you provide Rustenberg Wines and PayGate (Pty) Ltd ("Paygate") the authorisation to charge your credit card.

If you do not accept these terms please do not use this facility.

### **Detailed description of services**

Rustenberg Wines is a Stellenbosch-based wine farm involved in the harvesting, processing, and sale of fine wine products.

### **Delivery Policy and Export Restrictions**

Orders made through Rustenberg Wines' Online Shop can only be delivered to an address within the Republic of South Africa. No export orders will be processed.

Once Rustenberg Wines receives payment, the delivery of wine will be undertaken in terms of the payment received.

### **Returns and Refunds Policy**

Rustenberg Wines complies with the Consumer Protection Act and should the client change his/her mind regarding the product(s) acquired, Rustenberg Wines will refund the client, less an amount for any direct expenses already incurred on behalf of the client in respect of the product(s). Such refund shall only be processed if the wine products are still unopened and in good condition.

Rustenberg Wines cannot process a refund back onto a credit card but we are able to refund into a bank account. The client may be liable for credit card administration fees charged to Rustenberg Wines by PayGate and First National Bank in this regard.

Should the wine product be found to be defective or damaged on delivery to the client, Rustenberg Wines will supply the client with a replacement product on request.

## **Customer privacy policy**

Rustenberg Wines shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Protection of Personal Information Act 4 of 2013 (POPI). The POPI may be downloaded from [www.justice.gov.za](http://www.justice.gov.za).

## **Payment options accepted**

Visa, Mastercard and American Express credit cards are accepted. Payment for goods bought through the Online Shop may be made via Visa, Mastercard, or American Express credit cards, or by bank transfer into the Rustenberg Wines bank account, the details of which are included on the Online Shop at the payment point.

If payment is made via bank transfer, the goods will only be shipped once proof of payment is received by [wine@rustenberg.co.za](mailto:wine@rustenberg.co.za) or when the funds have cleared in Rustenberg Wines' account, whichever occurs earlier.

## **Liability**

Rustenberg Wines and its representatives will incur no liability if we are unable to complete the processing of the credit card transaction, because of any one or more of the following circumstances:

- The information provided for payment by the client is declined due to insufficient funds to complete the transaction;
- The information provided for payment is declined due to address verification systems, security code mismatches, over limits, or any other reason as reported by the banking institution;
- Circumstances beyond the control of Rustenberg Wines and/or PayGate, such as fire, flood, internet delays, interruption or malfunction, or interference from an outside source, which prevents the proper execution of the transaction;
- Rustenberg Wines cannot accept liability for a payment not reaching the correct client account due to you providing an incorrect reference number or other incorrect details whether personal or otherwise;
- Rustenberg Wines cannot accept liability for a payment not reaching the correct client account where payment is refused or declined by the card supplier for any reason;
- If the card supplier declines payment, Rustenberg Wines is under no obligation to bring this fact to the client's attention. It is the client's responsibility to check with the card supplier that payment has been deducted from the debit or credit account;
- Rustenberg Wines will not be liable for any damages whatsoever arising out of the use, inability to use, or the results of use of this site, any websites linked to this site, or the materials or information contained at any or all such sites, whether based on warranty, contract, tort, delict or any other legal theory and whether or not advised of the possibility of such damages.

## **Credit card acquiring and security**

Online credit card transactions will be acquired for Rustenberg Wines via PayGate who are the approved payment gateway for First National Bank. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website. Clients may go to [www.paygate.co.za](http://www.paygate.co.za) to view their security certificate and security policy.

### **Client details separate from card details**

Client details will be stored by Rustenberg Wines separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to [www.paygate.co.za](http://www.paygate.co.za).

### **Merchant Outlet country and transaction currency**

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

### **Responsibility**

Rustenberg Wines takes responsibility for all aspects relating to the transaction including sale of goods sold on this website, customer service and support, dispute resolution and delivery of goods.

### **Country of domicile**

This website is governed by the laws of the Republic of South Africa and Rustenberg Wines chooses the Republic of South Africa as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

### **Variation**

Rustenberg Wines may, in its sole discretion, change this agreement or any part thereof at any time without notice.

### **Company information**

This website is run by Rustenberg Wines (Pty) Ltd (Registration Number: 1965/005701/07) trading as Rustenberg Wines with its offices based on the Rustenberg Estate in Stellenbosch, South Africa. Rustenberg Wines directors are Simon Barlow and Murray Barlow.

### **Rustenberg Wines contact details**

Physical Address: Rustenberg Estate, Rustenburg Road, Ida's Valley, Stellenbosch, 7600

Postal Address: P.O. Box 33, Stellenbosch, 7599

Email: [wine@rustenberg.co.za](mailto:wine@rustenberg.co.za)

Office: +27 21 809 1200