

# Terms

## Terms and conditions

Website terms and conditions of use relating to [www.renymartin.com/za/shop](http://www.renymartin.com/za/shop)

Liquor Licence: CMATS-2012/798 & WCP/039870 - All Liquor

Western Cape Liquor Act, 2008 (Act 4 of 2008, as amended)

Licence for the sale of liquor for consumption off the premises where liquor is sold

Warehouse Trading hours: Monday to Friday 09:00 – 17:00 (South African public holidays excepted)

## Delivery policy

**We use a preferred courier company for orders outside of Cape Town. Orders are dispatched daily Monday to Friday 09:00 – 17:00 (South African public holidays excepted). All orders are specially packaged to ensure they arrive safely at their final destination. We do not deliver on weekends or public holidays.**

Subject to stock availability and receipt of payment, requests will be processed, dispatched and delivered by our fulfilment partner, [www.bottleshop.co.za](http://www.bottleshop.co.za) in accordance to their standard delivery times <https://www.bottleshop.co.za/shipping-returns/> their preferred courier company. Delivery to remote areas not serviced by standard couriers may take extra business days.

For specially sourced products that are unavailable for prompt delivery, delivery may take an additional 10-21 days. Should this apply to a product you have ordered, we will notify you via email.

### **Cape Town:**

Delivery is door to door, Monday to Friday, 09:00 – 17:00 (South African public holidays excepted). *This is subject to your order not containing a specially sourced or out of stock product.\**

A flat delivery fee of R75 is applicable to orders under R1000 delivered within the Western Cape.

### **South Africa:**

Delivery is door to door, Monday to Friday, 09:00 – 17:00 (South African public holidays excepted). *This is subject to your order not containing a specially sourced or out of stock product.\**

Remote areas which are not major centres (ie Cape Town, Johannesburg and Durban) may take a further 6-10 business days to be delivered.

A flat delivery fee of R95 is applicable to orders under R1000 delivered outside of the Western Cape.

\*Certain speciality liquors may require 10-21 days for delivery subject to no delay.

### **Cancelled orders**

Orders which you cancel will be refunded less a deduction of 10% of the order value for administration costs.

Our fulfilment partner, Bottleshop reserves the right to cancel an order for which payment has been received. This may occur if stock is insufficient or the quality of the products ordered does not meet our standards. Should we exercise this right, you will receive a full refund with no deductions.

### **Returns and refund policy**

Our fulfilment partner, Bottleshop accepts returns on an expired or damaged product only where such expiration or damage occurred before you accepted the product from the courier. Please therefore check your product carefully before signing for it.

Where you do not sign for a product because it is damaged or, where relevant, past its expiration date, you must notify us within 24 hours of delivery. We will then arrange to have the product collected. Please ensure that you receive confirmation that your communication to Bottleshop was received within 1 day, to ensure the 24-hour return period is not exceeded .

If you notify us of damage or expiration after the 24-hour period, the product must be sent to us at your cost.

Where the return is accepted by Bottleshop, the refund will be processed via the initial payment method (i.e. return EFT to the same bank account or return payment to the same credit card used for your purchase).

Please note that all returned products must be returned in their original packaging and in the same condition as you received them.

### **Orders and payment**

We will accept orders via phone, email and online. Online payments can be made via EFT and credit card.

Delivery will not take place until proof of payment has been received and the funds have cleared into our bank account.

### **Credit card acquiring and security**

Credit card transactions will be acquired for Bottleshop via VCS (Virtual Card

Services) who are the approved payment gateway for Nedbank South Africa. VCS use the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website. Users may go to [www.vcs.co.za](http://www.vcs.co.za) to view their security certificate and security policy.

Customer details are stored by Bottleshop separately from card details which are entered by the client on VCS's secure site. For more detail on VCS refer to [www.vcs.co.za](http://www.vcs.co.za)

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

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

### **Updating terms and conditions**

We reserve the right to change, modify, add to or remove sections of these terms and conditions from time to time. Changes to these terms and conditions will become effective upon such changes being posted to this website.

It is the user's obligation to periodically check the terms and conditions on the website for changes or updates. 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 changes or updates.

### **Copyright and intellectual property rights**

The current information (or future information) displayed on this website is supplied by our fulfilment partner provider (Bottleshop), its affiliates and/or subsidiaries, or any other third-party, and includes but is not limited to literary works, musical works, artistic works, sound recordings, cinematograph films, sound and television broadcasts, program-Carrying Signals, published editions and computer programs ("the content"). All such proprietary works, and the compilation of the proprietary works, are copyright of the provider, its affiliates or subsidiaries, or any other third-party owner of such rights ("the owners"), and is protected by South African and international copyright laws. The providers reserve the right to make any changes to the website, the content, or to products and/or services offered through the website at any times and without notice. All rights in and to the content is reserved and retained by the owners. Except as specified in these terms and conditions, the user is not granted a license or any other right including without limitation under copyright, trademark, patent or other intellectual property rights in or to the content.

### **Limited license to general users**

The provider grants the user, subject to these terms and conditions, a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future content for personal, non-commercial and information purposes only.

This website and the content may not be reproduced, duplicated, copied, resold, visited or otherwise exploited for any commercial purpose without the express prior written consent of provider. The license does not allow the user to collect product or service listings, descriptions or other information displayed here, and does not allow any website use of this Website or the content for the benefit of another merchant. The user may not frame nor use framing technologies to enclose the provider website or the content nor any part thereof without the express written consent of provider.

The provider and the owners do not offer products or services to minors. If you are under the age of 18, you may not respond to or otherwise accept or act upon any offers in the website.

The provider and the owners, their affiliates or subsidiaries reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders at their sole discretion. Any unauthorised use terminates this license.

### **Limitation of liability**

The website and all Content on the website, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors. The owners make no warranty or representation as to the availability, accuracy or completeness of the content. Neither provider nor any holding company, affiliate or subsidiary of the provider shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the content or the website or any functionality thereof, or of any linked website, even if the provider is expressly advised thereof.

### **Privacy: casual surfing**

The user may visit the website without providing any personal information. The website servers will in such instances collect the IP address of the user's computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent on the website, pages viewed, etc. The provider uses this information to determine use of the website, and to improve its content. The provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: [http://www.polity.org.za/attachment.php?aa\\_id=3569](http://www.polity.org.za/attachment.php?aa_id=3569)

### **Choice of law**

This website is controlled, operated and administered by the provider from its offices within the Republic of South Africa. Access to the website from territories or countries where the content or purchase of the products sold on the website is illegal is prohibited. The user may not use this website in violation of South African export laws and regulations. If the user accesses this website from locations outside of

South Africa, that user is responsible for compliance with all local laws. These terms and conditions shall be governed by the laws of the Republic of South Africa, and the user consents to the jurisdiction of the Cape Town High Court in the event of any dispute. If any of the provisions of these terms and conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these terms and conditions, and the remainder of these terms and conditions shall continue in full force and effect. These terms and conditions constitute the entire agreement between the provider and the user with regard to the use of the content and this website.

Email address:

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[hello@bottleshop.co.za](mailto:hello@bottleshop.co.za)

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**A copy of the ECT Act is available at <http://www.polity.org.za/pol/acts/2002>**