



# Compagniesdrift

## Introduction

When you use the Compagniesdrift website to purchase any products or in any way utilise any other services offered via the Compagniesdrift website, ***you are deemed to have read, understood and agreed to these terms as unmodified by you. You must be 18 years or older to purchase wine. By law we may only deliver packages containing wine to an adult (at least 18 years of age).*** Should you not agree to these terms do not continue to use the Compagniesdrift website.

***Important clauses that limit our responsibility or involve some risk for you may be in bold and italics. You must pay special attention to these clauses.***

These Terms and Conditions include the Website Terms and Conditions of Use, the Copyright Notice and various policies listed here <https://www.compagniesdrift.com> (collectively "the Terms"). Please make sure you read and understand these policies which deal with various aspects of our relationship with you including how we deal with your personal information and reviews.

No sales representative, affiliate, dealer, agent, officer or employee of Compagniesdrift has the authority to change or modify these Terms, except pursuant to an official revised version of these Terms, and you may not rely on any such change or modification. These Terms cannot be changed by you and our activation or provision of any services to you does not indicate our acceptance of any changes made by you to our Terms.

## Definitions

Business Day means Monday to Friday, but excludes a day which is an official public holiday in the Republic of South Africa;

Business Hours means the hours between 09h00 - 16h00 Monday-Friday and 10h00- 14h00 on a Saturday (strictly by appointment only);

Effective Date means the date on which you accepted the terms and conditions for a service or product, be that in writing or by way of electronic medium, for example by clicking "I agree" on a web page or via your mobile phone, including telephonic acceptance;

ECT Act means the Electronic Communications and Transactions Act, 2002;

Intellectual Property Rights means the copyright in any work in terms of the Copyright Act, No. 98 of 1978, and includes without limitation the right to reproduce that work, the rights in respect of a trade mark conferred by the Trade Marks Act, No. 194 of 1993, the rights in respect of a design conferred by the Designs Act, No. 195 of 1993, and the rights in respect of a patent conferred by the Patents Act, No. 57 of 1978;

Marks means any trademarks, logos, brand names, domain names or other marks of Compagniesdrift;

Compagniesdrift, we, us and our means Compagniesdrift (Pty) Limited, Registration Number; 2019/204793/07

## Conclusion of Agreement and ECT Act

**You warrant that you have the contractual capacity to enter into this Agreement with us. If the Agreement is signed by a person acting in a representative capacity on behalf of you, the signing party hereby warrants that all of the information relating to the entity, partnership, association or other person whom he/she represents and which he/she has supplied to Compagniesdrift at any time will be true, accurate and complete. Compagniesdrift reserves the right to treat all misrepresentations by you as a fraud and you indemnify Compagniesdrift against any loss or damage that Compagniesdrift may sustain resulting from such misrepresentation.**



# Compagniesdrift

The provisions of the ECT Act, apply to transactions and communications that are executed electronically by a natural person. It does not apply to juristic persons or paper-based transactions, e.g., where you apply for a service or product by completing an agreement in writing.

You acknowledge that Compagniesdrift will provide you with an opportunity in respect of all electronic transactions to:

- review the entire electronic transaction;
- correct any mistakes; and
- withdraw from the transaction, before finally placing the order.

Compagniesdrift is in terms of section 43 of the ECT Act required to make its contact details, its domicilia citandi et executandii and certain other information available to you when you enter into electronic transactions with Compagniesdrift. This information is available on our website.

## Conclusion of sales and availability of stock

1. You may place orders for products, which Compagniesdrift may accept or reject.
2. Compagniesdrift will indicate the acceptance of your order by delivering the products to you or allowing you to collect them, and only at that point will an agreement of sale between you and Compagniesdrift come into effect. This is regardless of any communication from Compagniesdrift stating that your order or payment has been confirmed. Compagniesdrift will indicate the rejection of your order by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid, or replacing your selected products with other products or a voucher, as agreed with you.
3. Prior to delivery or your collection of the products, you may cancel an order at any time provided you do so before receiving a dispatch or delivery notice.
4. Point 2 and point 3 both exclude "trade orders" placed on behalf of an organisation, or by a registered trade partner, where stock is to be ordered in by Compagniesdrift in order to fulfil that order, upon receipt of payment from the trade partner. The agreement of sale for trade orders comes into effect with receipt of payment.
5. Placing products in a wishlist or shopping basket without completing the purchase cycle does not constitute an order for such products, and as such, products may be removed from the shopping basket if stock is no longer available or the price thereof might change without notice to you. You cannot hold Compagniesdrift liable if such products are not available or are not available at that particular price when you complete or attempt to complete the purchase cycle at a later stage.
6. You acknowledge that stock of all products on offer is limited and that pricing may change at any time without notice to you. In the case of products for sale by Compagniesdrift, Compagniesdrift will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are discontinued on the Website. However, we cannot guarantee the availability of stock. When products are no longer available after you have placed an order, Compagniesdrift will notify you and you will be entitled to a refund of any amount already paid by you for such products.

## Returns

The provisions of goods and services by Compagniesdrift are subject to availability. In cases of unavailability, Compagniesdrift will refund you in full within 60 (sixty) days.

Compagniesdrift will accept goods that you would like to return subject to receiving a notification by email within 7 days of the goods having been delivered to the address you requested and the product packaging is untouched. (Includes weekends and holidays) Contact us by email: [info@compagniesdrift.co.za](mailto:info@compagniesdrift.co.za) or 021 843 3691.

Refunds will be paid to you via the method you used to pay for the goods upon purchase. Please note that all items must be in their original packaging and in the same condition as you received them.



# Compagniesdrift

## Pricing and Payment

We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save — in the case of any incorrect purchase price — to the extent of refunding you for any amount already paid, or otherwise as set out in the Returns Policy.

We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.

Payment can be made for Goods via –

1. Credit card: where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we reserve the right to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation, your order for the Goods will be cancelled. **You warrant that you are fully authorised to use the credit card supplied for purposes of paying the Goods. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website;**
2. Credit card transactions will be acquired for the Provider via PayFast.
3. Electronic transfers are also accepted. Orders will only be processed once the payment reflects in the bank account. Proof of payment must be emailed to [info@compagniesdrift.com](mailto:info@compagniesdrift.com).

Please note that you will be billed in South African Rand (ZAR).

You may contact us via email at [info@compagniesdrift.com](mailto:info@compagniesdrift.com) to obtain a full record of your payment. We will also send you email or SMS communications about your order and payment.

Once you have selected your payment method and you accept these Terms and Conditions, you will be directed to a link to a secure site for payment of the applicable purchase price for the Goods.

Please note that the relevant payment service provider's terms will apply to the payment in addition to our Terms and Conditions.

## User Name and Password

You will need a user name and password in order to enable you to gain access to and/or use a service. You will not be able to access and/or use a service without a user name and password.

You agree that:

- you will use your username and password for your own personal use only;
- you will not disclose your username and password to any other person for any reason whatsoever and that you will maintain the confidentiality thereof;
- in the event that your password is compromised, you will immediately notify Compagniesdrift and change your password;
- ***you, as the holder of the username and password acknowledge you are solely responsible for all payments in respect of a service charged to you, irrespective of whether the service has been utilized or is being utilized by you or not and accordingly the entire amount outstanding on your account will be deemed to have arisen from (or relate to) your access to and/or use of a Compagniesdrift service;***

***you agree to cause all persons who use any services under your account or with your authorization to comply with these Terms and acknowledge that the acts or omissions of***



# Compagniesdrift

- ***all persons who use services under your account or with your authorization will be treated for all purposes as your acts or omissions;***
- you will not attempt to circumvent Compagniesdrift 's user authentication processes or engage in attempts to access Compagniesdrift 's network where not expressly authorised to do so.
- Compagniesdrift may offer a password reminder service. We will send your password to your registered email address or cell phone number should you have forgotten your password. Subscription to this service is voluntary. Password reminders will only be sent to your registered details and should such details change it is your responsibility to notify us thereof and to update your details. **We will not be responsible for any loss arising due to a third party gaining access to your password through your use of this password reminder service and accordingly you indemnify us from any loss you may suffer as a result thereof.**

## Marketing and Operational Messages

Compagniesdrift is committed to protecting your privacy and your personal information. We only want to provide you with information that you want to receive and in the manner you want to receive it. Please make sure you read our privacy and data collection policies.

We will use your information to send you important operational and service messages, for example providing you with information requested by you in an enquiry or notifying you when your order is being processed. These details will not be used for marketing or promotions unless you let us know that you want to receive this information.

Please do not mark these operational and service messages as spam as you will not be able to receive messages relating to your enquiries or orders.

## Service Delivery and Interruptions

Compagniesdrift will use reasonable endeavours to make its services available to you, and to maintain the availability thereof for use by you. However, we provide the services "as is" and "as available" and ***do not warrant or guarantee that the services will at all times be free of errors or interruptions, be always available, fit for any purpose, not infringe any third party rights, be secure and reliable, or will conform to your delivery timeline requirements.***

## Deliveries and Collections

**THE ONLINE SALES FROM THIS STORE ARE ONLY FOR THE DELIVERY WITHIN SOUTH AFRICA.**

### COVID-19 CONTACTLESS DELIVERY

Drivers and Compagniesdrift staff have been instructed to not make physical contact with any customers and keep a safe distance at all times. But, we're the first to admit that mistakes can, and sometimes do happen, despite our best efforts.

### THE WAY IT SHOULD HAPPEN:

**Packages will be placed on a surface indicated by our customers, the driver or staff member will then back away and allow the customer to pick up their package themselves.**

### IMPORTANT

**If this does not happen, please immediately let us know so that we can address it with the courier / delivery service as a matter of urgency and always try to constantly improve our service as we go!**

### Delivery fees

A flat delivery fee is applicable to all local orders. That will be confirmed once the order is place. Delivery fees are subject to change without prior notice.



# Compagniesdrift

Here are one or two practical things that you need to know about!

They deliver from Monday to Friday, between 08h00 and 17h00.

If you have special requirements to deliver on a specific day of the week, you need to please specify under the 'Shipping & Handling' section in your Delivery Note / Special Instructions block.

Once your order is dispatched from our warehouse, you will receive a dispatch email and/or SMS informing you of your waybill number and the link for you to track your order.

LOCAL delivery times are estimated as follows:

Main Centres: 4 – 5 working days.

Outlying areas: 6 – 7 working days.

Courier and delivery estimates are based on the availability of the products you ordered and receipt of your payment.

If no one is available at your delivery address when we attempt to deliver your products, our courier will retain the products and we will notify you.

If the courier returns the products to us, you must pay for any further delivery.

Compagniesdrift is not liable for any loss occasioned by any delay in the delivery of any order.

By law we may only deliver products to physical addresses and may not deliver products to Post Office boxes.

Orders that are placed on a Friday, or Public Holidays after 16:00pm will be processed the following working day.

Please note that these delivery times are estimations. As much as we appreciate and always strive for the fastest delivery times possible, things just don't always work out that way. We have decided instead to take a more pragmatic approach, reflected in more realistic timing, to avoid disappointment! So, we will promise a little less, but aim to deliver a LOT more! Thank you for your understanding.

For more information about deliveries or collections, or if you want to track your order, please feel free to email us at [orders@compagniesdrift.com](mailto:orders@compagniesdrift.com).

## **Breach**

Should you be in breach of any provision of this agreement Compagniesdrift shall be entitled, without prejudice to any other rights that it may have and without notice to you, to forthwith suspend or access to the service and bar you from utilising same.

## **Warranties and Indemnity**

**You hereby warrant the following:**

- ***You have the right to enter into this agreement; and***
- ***All information provided by you is accurate and true in all material respects.***

***You hereby indemnify Compagniesdrift unconditionally and irrevocably and agree to hold Compagniesdrift harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and whensoever arising, suffered or incurred by Compagniesdrift or instituted against Compagniesdrift as a result of (without limitation):***

- ***your use of our services;***
- ***your failure to comply with these terms and a provision of any agreement concluded between us;***
- ***any unavailability of, or interruption in the service;***
- ***any other cause whatsoever relating to our provision of services to you.***



# Compagniesdrift

## **Disclaimer**

***The statements used on our website have not been evaluated by the Food and Drug Administration. All products sold by Compagniesdrift are not intended to diagnose prevent treat or cure any disease. If you are under medical supervision for any allergy, disease, taking prescription medications or if you are breastfeeding, contact your medical provider before adding any new supplements to your daily regimen.***

## **Limitation of Liability**

***To the extent permitted by applicable law, Compagniesdrift shall not be liable to you for any direct damages howsoever arising and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this agreement, whether resulting from negligence, breach or any other cause. To the extent that a competent court or tribunal finally determines, notwithstanding the limitation contained in this clause, that Compagniesdrift is liable to you for any damages, Compagniesdrift liability to you for any damages howsoever arising shall be limited to the amount of R1000.00 (one thousand rand) only.***

## **General**

**Amendments:** Compagniesdrift reserves the right to amend this agreement from time to time. Any new version of the Agreement will be displayed on our website. Please note that you will be given an opportunity to read our terms and conditions and are required to accept our terms and conditions each time you use our service.

**Intellectual Property:** Nothing contained in this agreement shall, unless the contrary is expressly stated elsewhere in this agreement, be construed as an express or implied license of, or transfer of any rights in or to, any copyright, trademark, trade names, logos, devices, patents or other intellectual property owned or used by each party and each party shall respectively retain all such rights.

**Whole Agreement:** This agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

**Non-Variation:** No addition to, variation of, or agreed cancellation of, this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

**Waiver:** No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

**Thank you for using and supporting Compagniesdrift and we hope you enjoy your purchase experience with us!**