

# MULLINEUX & LEEU

F A M I L Y W I N E S

## SALES TERMS AND CONDITIONS

### **1. Detailed description of goods and/or services**

Mullineux & Leeu Family Wines is a business in the wine industry that produces and sells wine.

### **2. Delivery policy**

Subject to stock availability and receipt of payment, requests will be processed within 2 days and delivery should be within a week of the order being placed.

### **3. Export restriction**

The offering on this website is available to South African clients only.

### **4. The Customer**

- i. The customer agrees that neither Mullineux & Leeu Family Wines nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.
- ii. It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purpose of intended use.
- iii. The Customer hereby confirms that the goods or services on any Tax Invoice issued duly represents the goods or services ordered by the Customer at the prices agreed to by the Customer and, where delivery / performance has already taken place, that the goods or services were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.
- iv. Any delivery note or invoice (copy or original) signed by the Customer or third party engaged to transport the goods and held by Mullineux & Leeu Family Wines shall be prima facie proof that delivery was made to the Customer.
- v. If Mullineux & Leeu Family Wines agrees to engage a third party to transport the goods, Mullineux & Leeu Family Wines is hereby authorised to engage a third party on the Customer's behalf and on the terms deemed fit by Mullineux & Leeu Family Wines.
- vi. The Customer indemnifies Mullineux & Leeu Family Wines against any claims against Mullineux & Leeu Family Wines that may arise from such agreement in clause (v.).

### **4. Return and Refunds policy**

The provision of goods and services by Mullineux & Leeu Family Wines is subject to availability. In cases of unavailability, Mullineux & Leeu Family Wines will replace with a suitable alternative by agreement with the client or refund the client in full within 30 days. Cancellation of orders by the client will attract a 0% administration fee. Faulty wines will be refunded/replaced/credit placed on client's account via a gift card. The Customer agrees that no goods may be returned to Mullineux & Leeu Family Wines for a credit / replacement after a period exceeding 30 days from date of delivery.

### **5. Customer Privacy policy**

Mullineux & Leeu Family 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 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) .

### **6. Payment options accepted**

Payment may be made via Visa and MasterCard.

### **7. Card acquiring and security**

Card transactions will be acquired for Mullineux & Leeu Family Wines via PayGate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. PayGate uses the strictest



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form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may go to [www.paygate.co.za](http://www.paygate.co.za) to view their security certificate and security policy.

## **8. Customer details separate from card details**

Customer details will be stored by Mullineux & Leeu Family 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).

## **9. 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).

## **10. Responsibility**

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

## **11. Country of domicile**

This website is governed by the laws of South Africa and Mullineux & Leeu Family Wines chooses 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.

## **12. Variation**

Mullineux & Leeu Family Wines may, in its sole discretion, change this agreement or any part thereof at any time without notice.

## **13. Company information**

This website is run by Mullineux & Leeu Family Wines (Pty) Ltd based in South Africa trading as Mullineux & Leeu Family Wines and with registration number 2007/002807/07.

## **14. Mullineux & Leeu Family Wines contact details**

- Physical Address: Roundstone Estate, Riebeeksrivier Road, Malmesbury, 7299 Western Cape, South Africa
- Email: [info@mfwines.com](mailto:info@mfwines.com)
- Telephone: +27 21 569 3010

