

Introduction

Welcome to the Lutzville Vineyards website ("site"). The site is provided and maintained by Lutzville Vineyards and its affiliated companies ("Lutzville") for public use and information. Use of this site shall at all times be subject to these terms and conditions of use. By accessing and using this site, and placing orders through this site, you consent to these terms and conditions of use. These terms and conditions of use may be changed in the future without further notice. Your continued use of this site constitutes your acceptance of the new terms and conditions.

The site incorporates the Lutzville online shopping site. Unless the context indicates otherwise, references to the site are deemed to include the Lutzville online shopping site. Purchases made from the site are subject to these terms and conditions, to the exclusion of all other terms. By shopping or browsing on this site, you acknowledge that you have read, understood and agreed to be bound by these terms and conditions, and the other policies displayed on this site.

Terms and Conditions of Use

Sale of Liquor

To the extent that this site may market, promote and advertise the sale of liquor products, it is not intended for use by persons under the age of eighteen years. If you are under the age of eighteen years, you may not access and use this site.

Proprietary Rights and Information

Trade marks, brands and logos displayed on this site are the property of Lutzville or are licensed to Lutzville and may not be used without the prior written consent of Lutzville or another entity which may own such trade marks, brands or logos.

The content of this site, which may include images, photographs, text and video clips, is subject to copyright law. Any unauthorised reproduction thereof or any part thereof is prohibited. You may download or print the content of this site or any part thereof for your own private and non-commercial use, provided that you do not remove or change any trade mark, copyright or other proprietary work, or distort, mutilate or change the proprietary rights and information in a manner detrimental to Lutzville.

Privacy

Lutzville is committed to protecting your rights of privacy and will not use or disclose any legally privileged personal information to third parties without obtaining your consent thereto.

Personal information refers to all information about you as an identifiable individual, including your name, address, e-mail address and identity number.

Lutzville may use your e-mail address submitted in connection with your messages or communications and other contact information which was submitted by you in order to communicate with you, for executing transactions and for billing purposes. We may send you information, special offers and advertising by e-mail. If you do not wish to receive such information, you may unsubscribe from this service.

You do not have to provide us with your personal information to access and use this site. The online shopping facility provided through this site however will require registration and the provision of certain personal information.

Any communication or material transmitted to the site by electronic mail will be treated as non-confidential and non-proprietary by Lutzville. Any communication sent by Lutzville through means provided by this site must be treated as confidential and intended solely for use by the recipient.

Registration and Online Shopping

Purchases made from the site require registration by completing the registration section.

To register on the site you will be required to provide certain information including personal details, card details and your delivery address, which address must be located within a delivery area as specified by Lutzville from time to time. When registering, you will be required to choose a user name password. Your user name and password must be entered each time you wish to make an online purchase. Please keep your user name and password secret. Lutzville accepts no liability for any damages suffered or losses incurred from the use or misuse of your password.

To make purchases on the site you must be over the age of eighteen and the holder of a valid South African MasterCard, Visa, American Express or Diners Club card ("the card"). All use of the card shall be subject to Lutzville' standard terms and conditions of sale and granting of credit, as applicable from time to time.

Prices, Product Sales and Availability

All products displayed on this site are subject to availability and will be delivered only within the Republic of South Africa in areas designated by Lutzville. All prices displayed on the site are quoted in South African Rand inclusive of value-added tax. Lutzville reserves the right to change prices and to add or discontinue products offered on this site without prior notice.

Lutzville does not guarantee the availability of products at any time.

Special promotions may be subject to certain conditions, including stock availability and limited offer stipulations.

Payment

Lutzville shall be authorised to debit the aggregate amount payable for the products ordered against the authorised card supplied by you when completing your order. Lutzville shall be entitled to debit your card on acceptance of your order and prior to delivery.

By submitting your order, you warrant that you are over the age eighteen years, are authorised to make payment with the card and that there are sufficient funds available to pay for the order.

Confirmation of Orders

Orders placed on the site constitute your offer to purchase subject to these terms and conditions. Your offer is deemed to have been accepted by Lutzville when Lutzville sends you a confirmation of your order to your designated e-mail address. Failure by Lutzville to formally confirm or notify acceptance shall not affect the validity of the sale or the enforceability thereof.

Delivery

Lutzville delivers from Monday to Friday, 10:00 until 17:00, excluding public holidays. Lutzville endeavours effect deliveries within four working days of confirmation of an order unless you have chosen to receive delivery at a later date. Lutzville only delivers to registered customers within certain specified delivery areas.

The delivery of liquor products will require proof of age on delivery. Failure to supply such proof will render the sale null and void. For verification purposes, the person accepting delivery at the delivery address may be required to produce a form of identification. Any person other than yourself who receives the products at the delivery address is presumed to be authorised to accept delivery on your behalf.

On delivery, the person accepting delivery shall be required to sign and print his/her name as against a duplicate copy of the delivery note as confirmation of delivery. Should no-one be in attendance at the time of delivery, the courier will retain the products and a notice will be left at the delivery address to this effect. Our representative will attempt to contact you to make new arrangements for delivery or collection.

On delivery of the order to the specified delivery address, you will receive a Lutzville delivery note showing the items delivered, prices and value-added tax and the amount to be debited or which has been debited from your card.

Lutzville reserves the right to charge an additional delivery fee should it be required to make a further delivery or collection if no one is at the delivery address to receive the products.

Lutzville has outsourced all delivery and collection arrangements. Accordingly, Lutzville shall

not be liable for any damage suffered or loss incurred by reason of any act or omission of the courier, its directors or members, employees, sub-contractors, agents, representatives and/or affiliates.

Cancellation

Without prejudice to any other rights or remedies in law, Lutzville shall be entitled to cancel forthwith any sale and/or your registration should you breach any of these terms and conditions.

Risk and Ownership

Risk in the products shall pass to you upon delivery at the delivery address or to the person accepting delivery on your behalf. Until payment is received in full for any products, ownership in the products shall remain with Lutzville and such products shall be returned and/or surrendered to Lutzville following receipt of a default notice from Lutzville.

Security

Lutzville will endeavour to ensure that your user name, password, personal information and card details are protected. Please bear in mind that transactions through the internet are not secure. Lutzville does not guarantee the security of any information transmitted to it or which Lutzville transmits to you. You indemnify Lutzville and hold Lutzville harmless against any loss or damage suffered or liability incurred arising from your failure to keep your account details (including user names and passwords) secure.

Disclaimer

The information on this site is intended for general information purposes only. While Lutzville endeavours to ensure that the information provided is accurate and complete it does not guarantee the accuracy, reliability or completeness of any information published on this site. Your use of the site is at your own risk. Lutzville shall not be held responsible for any claim, loss, injury or damage, whether direct or indirect, arising out of the use of this site and/or goods and/or services available from or through this site. Lutzville does not warrant that this site or the server that makes this site available is free of viruses or other harmful components. Lutzville shall not be liable for any negligent act or omission of any of its officers, employees or agents arising from the use of this site.

Links

The site may provide links to other sites operated by third parties. The inclusion of any link to such sites does not imply endorsement by Lutzville of the sites, their content or accuracy, or of the goods or services offered on such sites. Your linking to any such other sites occurs at your own risk.

You may not establish a link to this site from a third party site, without prior written consent of Lutzville.

Enforceability

Each provision of these terms and conditions shall be severable from the other terms and conditions. Should any provision be found invalid or unenforceable, the remaining provisions of these terms and conditions shall nonetheless remain binding and continue to apply.

Jurisdiction

These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa without giving effect to any principles of conflict of law. You hereby consent to the exclusive jurisdiction of the High Court of South Africa in respect of any dispute arising in connection with your use of this site, or these terms and conditions or any matter related to or in connection therewith.

Information Disclosure

The following information is disclosed in terms of section 43 of the Electronic Communications and Transactions Act (ECTA), 25 of 2002:

The full name of Lutzville	Cape Diamond Wines
Legal status	A company duly registered in South Africa
Registration Details	2004/001324/07
Place of Registration	South Africa
Directors of Lutzville	
Physical Address	PO Box 50, Lutzville, 8165
Postal Address	PO Box 50, Lutzville, 8165
Physical Address for receipt of legal documents	PO Box 50, Lutzville, 8165
Telephone Number	0027 (0) 27 217 1516
Fax Number	0027 (0) 27 217 1435

E-mail address	info@capediamondwines.com
Website address	www.capediamondwines.com
Membership to self regulatory and/or accreditation bodies	BRC Accreditation
Description of products and services offered	Supply, market and sell bottled wines
Codes of Conduct applicable to Lutzville	