



## TERMS & CONDITIONS FOR LA COTTE WEBSITE

LA COTTE FARM TERMS & CONDITIONS BY USING AND/OR ACCESSING OUR PLATFORMS OR SERVICES, YOU AGREE TO BE BOUND BY OUR TERMS.

### 1. ABOUT OUR TERMS AND CONDITIONS

These terms and conditions together with our Privacy Policy (collectively, the "Terms") will form a written contract between you and La Cotte Farm ("La Cotte", "we", "us" and "our") and will govern our relationship and your use of our Platforms and/or Services. When we refer to "Platforms" we mean all our websites, mobile sites, mobile apps, emails, social media platforms or any other technology or mechanism you may use to interact with us. "Services" refer to any products, goods, services or functionality offered, owned or operated by La Cotte via our Platforms.

The general use of our Services, Platforms and any Content on our Platforms is governed by our Terms. Which you can access at any time from our website at [www.lacottefarm.com](http://www.lacottefarm.com)

"Content" refers to any information, data, files, text, software, music, sound, photographs, graphics, images, video, messages, comments, hyperlinks or tags and other material appearing on our Platforms or Services and all applicable copyrights, trademarks, patents, logos or other intellectual property rights displayed on our Platforms or Services.

We may amend the Terms from time to time. Any new version of the Terms will be published on our Platforms and will become effective from the date that we first published it. It is your obligation to visit our Platforms on a regular basis in order to determine whether any amendments have been made. By continuing to use our Platforms and/or Services after we published changes to the Terms, you agree to be bound by the changed Terms.

Some of our Platforms and/or Services may contain additional rules or terms from time to time, which may be relevant to specific Services you use or subscribe to. By using those Services, you agree to be bound by such additional rules and/or term

### 2. CONTENT ON OUR PLATFORMS OR SERVICES AND INTELLECTUAL PROPERTY RIGHTS

La Cotte owns or is entitled to use all of the Content made available on our Platforms or through our Services.

You may not, unless with our express consent –

reproduce, publish, perform, broadcast, make an adaptation of, sell, lease, offer, expose or otherwise transfer or use for commercial purposes any Content; decompile or reverse engineer the Content, or reduce the Content to any format other than the format in which they were delivered; incorporate the Content into any other content for whatever purpose; remove any legal notices (copyright, trademark or other proprietary rights notices) in or on the Content. Your Content

You will retain ownership of any original Content which you may upload, transmit or store when using our Platforms or Services.

La Cotte will own all compilations, collective works or derivative works created by us which may incorporate your Content.

You grant us an irrevocable, perpetual, worldwide and royalty-free right and license to use, publicly display, publish, publicly perform, reproduce, distribute, broadcast, adapt, modify and promote on any medium, your Content which you may upload or make available for inclusion on publicly accessible areas on our Platforms or through our Services.

Any content you transmit or post to publicly accessible areas on our Platforms or Services shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such Content.

#### Third Party Content

Our Platforms or Services may include, from time to time, advertisements from third parties and/or external links to other websites possessing their own content ("Third Party Content").

You acknowledge that the Third Party Content –

is beyond the control of La Cotte and that any reliance on any representation, statement or information contained in Third Party Content is at your risk; cannot be verified by La Cotte, and that La Cotte cannot be expected to determine its accuracy or reasonableness; and may contain representations, statements or information which does not represent the views, opinions or beliefs of La Cotte, its associates, directors or employees.

### 3. RETURNS

La Cotte's policy in respect of exchanges, returns and refunds depends on the type of Product or Services you purchase from us and the policy of the manufacturer or supplier thereof.

Where the Consumer Protection Act, No. 68 of 2008 ("CPA") applies to you, La Cotte's policy in this regard will comply with the requirements of the CPA in relation to exchanges, returns and refunds.

Where the CPA applies to you and/or the Products or Services in question, Babylonstoren will provide the warranties, undertakings and assurances as required under the CPA, but subject to any limitations and restrictions as allowed under the CPA.

You may be entitled to certain cooling-off rights. In other words, certain products may be returned within fourteen days of receipt for a full refund. Please note that cooling-off rights will not apply to the following products, where no returns or refunds will be allowed:

Foodstuff, beverage or other goods intended for everyday consumption; Goods made to your specifications or personalised goods; Books, magazines or newspapers; the provision of accommodation, catering (like our restaurant services) or leisure services (like our spa services).

#### 4. PAYMENT

The following payment methods are available in our online store:

We will be making use of PAYGATE platform.



#### Detailed description of goods and/or services

La Cotte Franschhoek (Pty) Ltd is a business in the hospitality industry that provides accommodation, food and wine to guests.

#### Delivery policy

Subject to availability and receipt of payment, requests will be processed within 1 days and delivery confirmed by way booking confirmation number and email.

#### Return and Refunds policy

La Cotte Franschhoek (Pty) Ltd will refund the client in full within 30 days. Cancellation of accommodation by the client will attract a 10% cancellation fee if cancelled 30 days prior to arrival. A 5% cancellation fee will be charged if cancelled 60 days prior to arrival.

#### Customer Privacy policy

La Cotte Franschhoek (Pty) Ltd 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).

#### Payment options accepted

Payment may be made via Visa, MasterCard, Diners or American Express Cards or by bank transfer into the La Cotte Franschhoek (Pty) Ltd. bank account, the details of which will be provided on request.

#### Card acquiring and security

Card transactions will be acquired for La Cotte Franschhoek (Pty) Ltd via PayGate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. DPO PayGate uses the strictest 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.

#### Customer details separate from card details

Customer details will be stored by La Cotte Franschhoek (Pty) Ltd separately from card details which are entered by the client on DPO PayGate's secure site. For more detail on DPO 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 South Africa. Transaction currency is South African Rand (ZAR).

#### Responsibility

La Cotte Franschhoek (Pty) Ltd 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.

#### Country of domicile

This website is governed by the laws of South Africa and La Cotte Franschhoek 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.

#### Variation

La Cotte Franschhoek (Pty) Ltd may, in its sole discretion, change this agreement or any part thereof at any time without notice.

#### Company information

This website is run by The Bravery (Pty) Ltd based in South Africa trading as The Bravery and with registration number 2016/505513/07 and Ewaldt Ruben Verster is the Owner/ Director.

EFT If you pay via direct bank deposit or electronic funds transfer, payment must be made within 8 (eight) days of placing your order. La Cotte will not execute the order until receiving confirmation that payment has been received.

## 5. MINORS

The alcohol-based goods we offer are exclusively for adults. We shall therefore only sell and deliver alcohol-based goods to legally competent persons over the age of 18 and may request appropriate proof of age. The necessary order details - such as name, address, date of birth - must be complete and truthful.

## 6. COMMUNICATIONS

You agree that La Cotte or its affiliates may from time to time send you communications regarding new services or products launched or special offers or discounts which La Cotte may negotiate for and offer to its users or subscribers. All communications will abide by our Privacy Policy and applicable law. You will always be entitled to notify us in writing that you do not wish to receive or continue to receive such communications.

## 7. HOW TO RESOLVE A DISPUTE WITH US

We offer the following process to help you resolve a complaint or dispute you may have with us.

Contact our customer support department Any queries or complaints in relation to our Platforms or Services can be submitted to us by contacting us at [enquiries@lacottefarm.com](mailto:enquiries@lacottefarm.com) or any of the numbers found on our Platforms.

Send us a notice of a legal dispute Without prejudice to your rights in law, you are required to first approach us with any complaint or dispute and afford us an opportunity to resolve a complaint before you approach any relevant authority, court or other dispute resolution body, or refer the matter to arbitration as contemplated below. Please direct all legal disputes to [enquiries@lacottefarm.com](mailto:enquiries@lacottefarm.com)

Arbitration You may approach any other relevant authority or dispute resolution body or refer the matter to Arbitration as set out below, for resolution of the dispute, should you not be satisfied with the proposed resolution of the dispute by La Cotte.

You agree that any dispute between us shall be referred to arbitration and finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa. Such arbitration shall be held either in Cape Town or Johannesburg, and conducted in the English language before one arbitrator appointed in accordance with the said rules. Any award will be final and not subject to appeal. This agreement to arbitrate shall be enforceable in and judgement upon any award may be entered in any court of any country having appropriate jurisdiction. A dispute shall be deemed to have arisen when either party notifies the other party in writing to that effect.

The arbitrator shall have the power to give default judgement if any party fails to make submissions on due date and/or fails to appear at the arbitration.

The provisions set out above shall not prevent either party from approaching any court of competent jurisdiction to obtain interim or other relief in cases of urgency. You must send any notice or legal process relating to the Terms to the following address: La Cotte Farm, 25 La Cotte Street, Franschhoek, 7690, South Africa.

Any payment default by you arising from, or in connection with, your use of our Platforms or Services, will be excluded from the provisions of this clause and La Cotte will be entitled to proceed to institute legal action against you.

#### 8. THIRD PARTY GOODS, SOFTWARE AND SERVICES

We may offer services or products of third parties, or our Products or Services in conjunction with that of third parties.

We provide such services or products subject to the terms, conditions and limitations imposed by those third parties.

If those third parties change, suspend or stop providing such services or products, we may similarly change, suspend or stop providing it to you. We may nevertheless endeavour to provide such a service in another way or by using another supplier or service provider.

When you acquire services or products from a third party through any of our Platforms or Services, you understand and agree that

we are not a party to the contract between you and the third party; we are under no obligation to monitor the third party service used by you; the third party will be responsible for all obligations under the contract including (without limitation) warranties or guarantees; you will evaluate the product or service and the applicable terms and conditions before acquiring the product or service.

#### 9. AVAILABILITY

While we endeavour to ensure that our Platforms and Services are normally available 24 hours a day, we shall not be liable if, for any reason, our Platforms or Services are unavailable at any time or for any period.

Access to our Platforms or Services may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

#### 10. SECURITY AND PRIVACY

We will be entitled to take whatever action we may deem necessary and reasonable to preserve the security and reliability of our Platforms and/or Services.

You may not use our Platforms or Services in any manner which may compromise the security of our network or any other network connected to our network.

We take reasonable steps to secure your payment information. We use a payment system that is in our reasonable opinion sufficiently secure with reference to accepted technological standards and the type of the transaction concerned.

La Cotte will deal with your personal information in accordance with the provisions of our Privacy Policy.

## 11. DISCLAIMER AND LIMITED LIABILITY

You use our Platforms and Services at your own risk.

While we endeavour to ensure that the information on our Platforms is correct, we do not warrant the accuracy and completeness of Content on our Platforms or that the Content and technology available from our Platforms, Products or Services are free from defects, errors or omissions.

We may make changes to the Content on our Platforms or Services at any time without notice. The Content on our Platforms or Services may be out of date, and in this regard, we make no commitment to update such Content.

To the extent allowed by law, we shall not be liable for any damage, loss or liability of whatsoever nature arising from your use or inability to use our Platforms, Products, Services or Content.

Our Platforms, Products and Services are supplied on an "as is" basis and have not been compiled or supplied to meet any user's individual requirements. It is your sole responsibility to satisfy yourself prior to entering into this agreement with us that the Products and Services available on or through our Platforms will meet your individual requirements.

Information, ideas and opinions expressed on our Platforms should not be regarded as professional advice or our official opinion and you are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on our Platforms.

Submissions of Content (like contribution to blogs, comments on articles posted), postings of any kind to our Platforms and e-mails sent to our Platforms are not editorially controlled by us and therefore we cannot be held liable for illegal or unconstitutional content (including, but not limited to, defamatory or harmful content).

## 12. GENERAL TERMS

These Terms are the sole record of the agreement between you and us, with neither party being bound by any express, tacit or implied representation or warranty not recorded in these Terms.

No agreement shall be concluded or amendment to these Terms effected merely by you sending a data message to our Platforms.

La Cotte may transfer its rights and obligations under the Terms to a third party without your consent.

You may not transfer your rights and obligations under the Terms to a third party without the consent of La Cotte.

If any provision of the Terms is or becomes unenforceable for any reason, then such provision will be treated as if it had not been included in the Terms to the extent that it remains unenforceable and shall not affect the validity of the remaining provisions of the Terms.

All provisions of these Terms must be treated as being qualified, to the extent necessary, to ensure that the provisions of the CPA are complied with.

The Terms are governed by and interpreted in accordance with the laws of the Republic of South Africa without giving effect to any principles of conflict of law, with you consenting to the exclusive jurisdiction of the courts of the Republic of South Africa.

### 13. MORE ABOUT US

La Cotte Franschhoek (Pty) Ltd (registration number 2015/441517/07) is a company registered in the Republic of South Africa.

VAT no.: 4680278209

Director: Stuart Harris

A list of officer bearers can be requested from [enquiries@lacottefarm.com](mailto:enquiries@lacottefarm.com)

Our address and contact details are:

La Cotte Farm

25 La Cotte Street, Franschhoek ,7690, South Africa

Tel: 087 095 2014

Our email address is: [info@lacottefarm.com](mailto:info@lacottefarm.com)

Our website address is [www.lacottefarm.com](http://www.lacottefarm.com)



