



ONLINE STORE TERMS AND CONDITIONS

Last modified: 18/05/2020

Please read these online shopping terms and conditions to understand how they apply to your online purchase of any Products or Services offered by Seafood Enterprise.

If you have any questions regarding our the Online Shopping Terms, Products or Services, please email sales@seafoodenterprise.co.za or call **031 303 1808** during office hours (08h00 – 16h00) or **065 835 4563** after hours.

Description of Products and/or Services

Seafood Enterprise is a business in the supply and distribution of frozen, chilled and ambient Products.

Order Process: Online Registration

Before placing your first order online, you are required to register an online user account. Registration requires your acceptance and agreement to be bound by these Terms and Conditions.

To register, you will be required to provide information including an email address and a password for your account. Please keep your personal information secure.

We accept no liability for any damages suffered or losses incurred from the unauthorised use of your personal information. You will be required to enter your email address and password each time you visit our Online Store.

Product & Availability

All Products displayed on our website, online store and mobi site are **subject to availability** and will be delivered only within the Republic of South Africa. **Refer to our Online Store Delivery Schedule.**

All prices shown on our website, online store and mobi site or apps are quoted in South African Rands, including VAT, and are valid and effective only in the Republic of South Africa. We reserve the right to discontinue any Product or Service or change the specifications of our Products and Services from time to time, without notice. We do not offer substitutions.

All products are frozen unless otherwise indicated.

Images are for display purposes only. Actual Products may differ.

Packaging may vary from that shown on our website, online store and mobi site.

Stock Availability

We cannot always guarantee stock availability. Refunds and credits will be processed to your user account.

Content Errors

We reserve the right to reject an order if a material error is identified in the description of any of our Products or Services or their prices on our website, online store and/or mobi site.

Pricing

You will be charged the prices that are reflected on our website, online store and/or mobi site, subject to availability. Prices and promotions may vary from time to time. Prices include Value Added Tax at 15%. Special promotions may be subject to certain conditions, including stock availability and limited duration stipulations. Special promotions apply at the time of placement of the original order (i.e. not on items which are put on promotion after the order was placed). Certain products are random weight items. For your ease of use, we have priced the items assuming an average weight point and you will be charged accordingly.

Payment

When you place your order, you will be redirected to make payment through PAYGATE during the checkout process. No order will be accepted and processed for delivery without payment at the time of online checkout. All payments are made at your own risk and governed by the Terms and Conditions as stipulated by the PAYGATE payment portal. Thereafter, your invoice reflects on your user account and be available for download.

Confirmation of Orders

Your offer is deemed to be accepted when you receive an order confirmation via SMS. At the time of despatch, you will receive an SMS advising you that your delivery is on the way.

Order & Collect

Should you wish to place your order and collect from our offices (16 Grantham Place, Greyville), please write this as a comment on the "Checkout" page or contact 031 303 1808.

There is no minimum value for collection orders.

We offer contactless payment solutions – Zapper, mobile Debit/Credit card facilities.

Delivery Policy

Orders over R750 qualify for **FREE** delivery within the areas listed on our Delivery Schedule.

Orders under R750 will attract a R50 delivery fee, inclusive of VAT.

Subject to stock availability and payment having been made, orders will be despatched and delivered the following day. Notification of despatch will be confirmed by way of SMS.

Orders to be placed by 17h00 for next day delivery.

Deliveries are made Monday to Saturday, 09h00 – 17h00.

Routes and delivery frequency are subject to change without prior notification due to operational requirements.

On delivery, you will receive a printed tax invoice detailing the product description, price, the delivery fees, VAT and the amount debited for payment.

You, or your authorised representative, will be asked to sign a duplicate copy of the printed tax invoice to confirm receipt of the Products in good condition.

For verification purposes, the person accepting delivery at the delivery address is required to produce a form of identification and quote your order reference number. Any person other than the registered user who quotes such order number and receives the Products at the delivery address is presumed to be authorised to accept delivery on your behalf.

Should no-one be in attendance at the time of delivery, the driver will keep the Products and leave a notice. We will attempt to contact you to make arrangements for re-delivery or collection. We reserve the right to charge an additional delivery fee.

Our liability for any delay in delivery is limited to re-delivery at a later agreed time at no additional charge.

Covid-19 Additional Safety Measures

In line with the World Health Organisations guidelines, we have, for shoppers not living on housing estates, instructed our drivers to Drop Orders at the Door i.e. drivers and assistants are not permitted to enter your property or houses. For those living on estates, delivery procedures will be agreed on a case for case basis with the estate's management.

Products will be transported in plastic crates which are sanitised with food-safe anti-bacterial solutions before and after each use.

Drivers are equipped with masks, gloves, and full coverall suits.

Boots are cleaned with a food-safe anti-bacterial solution.

At the time of delivery, allow drivers and assistants to present your Products. Please maintain a distance of 2 metres, then check your order and sign off.

Please bring your own pen and shopping bags.

Any shortages need to be relayed to the Driver at the time of delivery.

We cannot assist with shortages after delivery has been accepted by way of signing the duplicate tax invoice.

Return & Refunds policy

To curb the spread of Covid-19, we will not be accepting any returns after delivery.

The provision of Products and Services by Seafood Enterprise is subject to availability. In cases of unavailability, Seafood Enterprise will refund the client in full within 30 days.

Cancellation of orders by the client may attract a 10% administration fee.

Risk & Ownership

Risk in the Products shall pass to you on acceptance of delivery.

Customer Privacy policy

Seafood Enterprise 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

The Customer consents to being contacted by Seafood Enterprise regarding any order placed.

Card acquiring & security

Card transactions will be acquired for Seafood Enterprise via PayGate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. 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 to view their security certificate and security policy.

Customer details separate from card details

Customer details will be stored by Seafood Enterprise 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.

Merchant Outlet country & 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

Regarding the PAYGATE solution, Seafood Enterprise takes responsibility for all aspects relating to the transaction in terms of the sale of Products and Services on this website, customer service and support, dispute resolution and delivery of Products.

Country of domicile

This website is governed by the laws of South Africa and Seafood Enterprise chooses 16 Grantham Place, Greyville, Durban, 4001 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

Seafood Enterprise may, in its sole discretion, change this agreement or any part thereof at any time without notice.

Company information

This website is run by Full House Taverns (Pty) Ltd. t/a Seafood Enterprise based in South Africa, with registration number 1999/027572/07 and Dominic Ettore Barbieri as its sole director.

Full House Taverns (Pty) Ltd. t/a Seafood Enterprise contact details

Company Physical Address: 16 Grantham Place, Greyville, Durban, 4001

Email: sales@seafoodenterprise.co.za

Telephone: 031 303 1808