

Terms & Conditions

1. Introduction

- 1.1. We are Q Coffee (Proprietary) Limited with, Registration Number: 2016/146704/07, with physical address at Wilropark, Roodepoort, Gauteng, South Africa, trading on the website www.qcoffee.co.za ("the site) and its subsidiaries, associates and officers unless otherwise stated.
- 1.2. These Terms and Conditions govern the supply by us of any Products ordered by you on the Site. By agreeing to order a Product, you agree to be legally bound by these Terms and Conditions.
- 1.3. In these Terms and Conditions:
 - 1.3.1. Definitions:
 - 1.3.1.1. "Account" means the account that you will need to register for on the Site if you would like to submit an Order on the Site;
 - 1.3.1.2. "Acknowledgement" means our acknowledgement of your Order by email;
 - 1.3.1.3. "Breach of Duty" has the meaning given to it in clause 10.11.2 of these Terms and Conditions;
 - 1.3.1.4. "Business Day" means a day which is neither (i) a Saturday or Sunday, nor (ii) a public holiday anywhere in South Africa;
 - 1.3.1.5. "Confirmation of Order" means our email to you, in which we accept your Order in accordance with clause 4.9 below;
 - 1.3.1.6. "Contract" means your Order of a Product or Products in accordance with these Terms and Conditions which we accept in accordance with clause 4.9 below;
 - 1.3.1.7. "Customer" means individual who places an Order on the Site;
 - 1.3.1.8. "Liability" has the meaning given to it in clause 10.11.1 of these Terms and Conditions;
 - 1.3.1.9. "Order" means the order submitted by you to the Site to purchase a Product from us;
 - 1.3.1.10. "you" means the Customer who places an Order;
 - 1.3.1.11. "we" means Q Coffee (Pty) Limited t/a Q Coffee, as described above;
 - 1.3.2. Headings are for ease of reference only and shall not affect the interpretation or construction of the Terms and Conditions;
 - 1.3.3. Words imparting the singular shall include the plural and vice versa.
 - 1.3.4. Words imparting a gender shall include every gender and references to persons shall include an individual, company, corporation, firm or partnership;
 - 1.3.5. References to "includes" or "including" or like words or expressions shall mean without limitation.
- 1.4. These Terms and Conditions are our copyrighted intellectual property and any use by third parties, even of extracts for the commercial purposes of offering goods and/or services, is not permitted. Infringements may be subject to legal action.
- 1.5. References to "clauses" are to clauses of these Terms and Conditions;

2. Your Status

To place an order with Q Coffee you must be 18 years or older.

3. Effect

- 3.1. These Terms and Conditions shall apply to all Orders and Contracts concluded by or with Q Coffee for the sale and/or supply of Products. When you submit an Order to Q Coffee, give any delivery instruction or accept delivery of any Products, this shall constitute your unqualified acceptance of these Terms and Conditions. Nothing in these Terms and Conditions affects your statutory rights (including the right to insist that

- goods you buy from businesses must correspond with their description, be fit for their purpose and be of satisfactory quality).
- 3.2. These Terms and Conditions shall prevail over any separate terms put forward by you. Any conditions that you submit, propose or stipulate in whatever form and at whatever time, whether in writing, by email or verbally, are expressly waived and excluded.
 - 3.3. No other terms or changes to the Terms and Conditions shall be binding unless agreed in writing signed by the authorised person at Q Coffee.
4. How a Contract is formed
- 4.1. When placing an Order, you must register for an Account on the Site as detailed in clause 10, and you must follow the instructions on the Site as to how to place your Order and for making changes to your prospective Order before you submit it.
 - 4.2. Irrespective of any price you have seen or heard, once you select a Product that you wish to Order and have proceeded to the Checkout, the amount to be paid will then be shown (on the Site) together with the charges you must pay including VAT and cash handling fee, if applicable. Unless otherwise stipulated on the Site, all charges are in the currency then in force in South Africa. Subject to clause 4.11 below, this is the total that you will pay for receipt of the ordered Product.
 - 4.3. You shall pay for the Product by one of the following payment methods, subject to Q Coffee's discretion :-
 - 4.3.1. Payment via credit card
Q Coffee accepts credit card and chipped debit/cheque card payment via Visa and MasterCard only. We make use of the 3D-Secure authentication system to verify cardholder details with your bank (not applicable to mobile channels); this links you directly to your bank via a secure link. The transaction then takes place within your bank's secure environment and we won't have access to any of your card details. You can rest assured that your card details will only be accessible to our PCI compliant payment service provider. When you return a purchase, the specified amount will be credited back to your bank account after it has been approved.
 - 4.3.2. EFT (electronic funds transfer)
This payment method requires you to transfer money directly from your bank account into Q Coffee's account, through computer-based systems. If you select EFT, you will be redirected to our secure payment gateway and asked to select your bank. The details for the EFT payment will then be displayed, along with instructions regarding references etc. All bank deposit EFT's require proof of payment to be sent to roastery@qcoffee.co.za before your order will be processed. If payment does not reflect for an EFT transaction we may request proof of payment to be sent before your order is processed. Take note that only South African EFT payments will be accepted and no international bank electronic transfers are accepted.
 - 4.4. If you are asked for details of a payment card, you must be fully entitled to use that card or account. The card or account must have sufficient funds to cover the proposed payment to Q Coffee.
 - 4.5. You undertake that all details you provide to Q Coffee for the purpose of purchasing the Product from us will be correct, that the credit or cheque card, or account or other payment method which you use is your own and that there are sufficient funds or credit facilities to cover the cost of the Product. We reserve the right to obtain validation of your payment details before providing you with the Product.
 - 4.6. When you submit an Order to the Site, you agree that you do so subject to the latest Terms and Conditions available on the Site at the date you submit your Order. You are responsible for reviewing the latest Terms and Conditions each time you submit an Order.

- 4.7. Your Order remains valid as an offer until we issue our Confirmation of Order or, if earlier, when we receive your notice revoking your Order.
 - 4.8. We shall not be obliged to supply the Product to you unless we have accepted your Order (by issuing a Confirmation of Order). Unless expressly stating that we accept your order, an email, letter, fax or other Acknowledgement of your Order by us is purely for information purposes and does not constitute the Confirmation of Order. In that Acknowledgement, we may give you an Order reference number and details of the Product you have ordered. We may in our discretion refuse to accept an Order from you for any reason, including unavailability of supplies or we may offer you an alternative Product (in which case we may require you to re-submit your Order first).
 - 4.9. A Contract shall be formed, and we shall be legally bound to supply the Product to you when we accept your Order, unless performance becomes impossible for a reason beyond our control. Acceptance shall take place when we expressly accept your Order by email in the form of a document called a "Confirmation of Order" stating that we are accepting your Order. Our Confirmation of Order shall be deemed to come into effect when it has been despatched by Q Coffee. Without affecting your obligation to pay us earlier, we may send an invoice to you at any time after we have accepted your Order. If you discover that you have made a mistake with your Order after you have submitted it to the Site, please contact roastery@qcoffee.co.za immediately. However, Q Coffee cannot guarantee that we will be able to amend your Order in accordance with your instructions.
 - 4.10. We will, at all times do our utmost best to ensure that the price given to you is accurate, but the price of your Order will need to be validated by Q Coffee as part of our acceptance procedure. If the price for the Order changes before we accept your Order, we will contact you and ask you to confirm whether you wish to proceed at the amended price.
 - 4.11. A Contract will relate only to those Products whose dispatch we have confirmed in the Confirmation of Order. We will not be obliged to supply any other Products which may have been part of your Order until we have sent a Confirmation of Order in relation to those Products.
 - 4.12. You must only submit to Q Coffee, or our agent or the Site, information which is accurate and not misleading and you must keep it up to date and inform us of changes.
5. Delivery
- 5.1. We aim to deliver the Product to you at the place of delivery requested by you in your Order. Orders are only delivered to physical address, no PO Box addresses are allowed.
 - 5.2. We aim to deliver within the time indicated by us at the time of your Order (and updated in the Confirmation of Order) but we cannot promise an exact date when you submit your Order or at the Confirmation of Order. We always aim to deliver within 21 working days (Standard delivery, and depending on the payment method used) any Order which we accept but we cannot guarantee any firm delivery dates.
 - 5.3. We shall aim to let you know if we expect that we are unable to meet our estimated delivery date, but, to the extent permitted by law, we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.
 - 5.4. On delivery of the Product, you may be required to sign for delivery. You agree to inspect the Product for any obvious faults, defects or damage before you sign for delivery. You need to keep receipt of the delivered Product in case of future discussions with us about it.
 - 5.5. Please note that it might not be possible for us to deliver to some locations. If this is the case, we will inform you using the contact details that you provide to Q Coffee when you place your Order and arrange for delivery to an alternative delivery address.

- 5.6. We deliver in our standard packaging. Any special packaging requested by you is subject to additional charges.
 - 5.7. All risk in the Product shall pass to you upon delivery, except that, where delivery is delayed due to a breach of your obligations under a Contract, risk shall pass at the date when delivery would have occurred but for your breach. From the time when risk passes to you, we will not be liable for loss or destruction of the Product.
 - 5.8. You must take care when opening the Product so as not to damage it, particularly when using any sharp instruments.
 - 5.9. You shall ensure that you are ready for safe receipt of the Product without undue delay at any time reasonably specified by us.
 - 5.10. If you are not available to take delivery or collection, we may leave a card giving you instructions on either re-delivery or collection from the carrier.
 - 5.11. If delivery or collection is delayed through your unreasonable refusal to accept delivery or if you do not (within two weeks of our first attempt to deliver the Product to you) accept delivery or collect the Product from the carrier, then we may (without affecting any other right or remedy available to us) do either or both of the following:
 - 5.11.1. charge you for our reasonable storage fee and other costs reasonably incurred by us; or
 - 5.11.2. no longer make the Product available for delivery or collection and notify you that we are immediately cancelling the applicable Contract, in which case we will refund to you or your credit or cheque card company, as applicable, any money already paid to Q Coffee under the applicable Contract, less our reasonable administration charges (including for attempting to deliver and then returning the Product, and any storage fees as provided for in clause 5.11.1 above) exceed such amount.
 - 5.12. It is your responsibility to ensure that the Products are sufficient and suitable for your purposes and meet your individual requirements. We do not warrant that the Products will meet your individual requirements. You acknowledge that the Products are standard and not made bespoke to fit any particular requirements that you may have.
 - 5.13. Delivery fees and cash handling fees are non-refundable.
 - 5.14. Q Coffee shall be entitled to re-evaluate and make changes to these areas from time to time as it deems necessary.
6. Cancellation
- 6.1. We reserve the right, for purpose of suspected fraud, to refuse to accept or process payment on any order, and/or to cancel any sale concluded between you and Q Coffee, in whole or in part, if the Product is not available for any reason. We will notify you if this is the case and return any payment that you have made, and accept no liability which may arise as a result of such refusal to process any order/sale.
 - 6.2. We will usually refund any money received from you using the same method originally used by you to pay for the Product, unless otherwise agreed between you and Q Coffee.
7. Faulty Products
- 7.1. We warrant that:
 - 7.1.1. the Product will be delivered undamaged in the quantities ordered; and
 - 7.1.2. the Product will conform with our Product material at the time of your Order.
 - 7.2. The Product is intended to be used strictly in accordance with the instructions set out on the Product itself. It is your responsibility to ensure that you use the Product strictly in accordance with those instructions.
 - 7.3. We try very hard to deliver Products in excellent condition. However, if you tell us that the Product is faulty, you agree to keep the Product in its current condition available for us (or our agent) to inspect within a reasonable time.

- 7.4. In order to provide you with any remedies for a faulty Product, we may need your assistance and prompt provision of certain information regarding the Product, including:
 - 7.4.1. you specifying with reasonable detail the way in which it is alleged that the Product is damaged or defective; and
 - 7.4.2. you providing us with the delivery note number and such other information as we reasonably require.
- 7.5. If you would like Q Coffee to replace (if reasonably possible) or provide a refund for the Product where it did conform to the applicable Contract, and we find that the Product has:
 - 7.5.1. been misused, abused or subjected to neglect, improper or inadequate care, carelessness, damage or abnormal conditions; or
 - 7.5.2. been involved in any accident or damage caused by an incorrect attempt at modification; or
 - 7.5.3. been dealt with or used contrary to Q Coffee's instructions for the Product, we may at our discretion decide not to replace or refund you for the Product and/or we may require you to pay all reasonable carriage costs and servicing costs at Q Coffee's current standard fees and costs and charge this to your credit or cheque card, or the payment details that you provided to us when you made your Order, and, to the extent permitted by law, we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses as a result.
8. Gift Vouchers

The conditions for the redemption of gift vouchers are as follows:

 - 8.1. You may purchase gift vouchers for use on the Site by yourself or as a gift for another person. These gift vouchers will be sent to you via email.
 - 8.2. Gift vouchers cannot be used to buy further gift vouchers. Gift vouchers may only be purchased through cheque or credit card.
 - 8.3. The credit of a gift voucher does not accrue interest nor does it have a cash value.
 - 8.4. Gift vouchers are not refundable for cash once purchased.
 - 8.5. If the credit of a gift voucher is insufficient for the Order you wish to make, you may make up the difference through payment.
9. Limitation of Liability
 - 9.1. This clause 9 prevails over all other clauses and sets forth our entire Liability, and your sole and exclusive remedies, for:
 - 9.1.1. the performance, non-performance, purported performance or delay in performance of these Terms and Conditions or a Contract or the Site (or any part of it or them); or
 - 9.1.2. otherwise in relation to these Terms and Conditions or the entering into or performance of these Terms and Conditions.
 - 9.2. We will at all times do our utmost best to ensure that all information displayed on the Site and in any communications from Q Coffee is accurate, however, should any inaccurate information be published by Q Coffee (ie. incorrect Product description or price), despite our best efforts to ensure accuracy, We shall not be liable for any direct, indirect, incidental or consequential loss or damage suffered by you as a result of the inaccurate information.
10. Indemnity

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

 - 10.1. your failure to comply with the law of any country;
 - 10.2. your breach of this agreement;
 - 10.3. any act, neglect or default by any agent, employee, licensee or customer of yours;
 - 10.4. a contractual claim arising from your use of the Goods;
 - 10.5. a breach of the intellectual property rights of any person

11. Security

- 11.1. Any person that delivers or attempts to deliver any damaging code to this Site or attempts to gain unauthorised access to any page on this Site shall be prosecuted and civil damages shall be claimed in the event that Q Coffee suffers any damage or loss.
- 11.2. You agree and warrant that your log-in name and password shall:
 - 11.2.1. be used for your personal use only; and
 - 11.2.2. not be disclosed to any third party.
- 11.3. You allow Q Coffee to take all reasonable steps to ensure the integrity and security of the Site and back-office applications. All credit card transactions are Secure Socket Layers encrypted. Q Coffee's registration documents and the Site's registered domain name are checked and verified.

12. Guarantee and complaints management

- 12.1. We shall perform our obligations under these Terms and Conditions with reasonable skills and care.
- 12.2. We place great value on our customer satisfaction. You may contact us at any time using the contact details given in clause 1.1 of these Terms and Conditions. We will attempt to address your concerns as soon as reasonably possible and will contact you on receipt of any relevant enquiry or complaint.
- 12.3. In the event of a complaint it will help us if you can describe the object of your complaint as accurately as possible and, where applicable, send us copies of the Order or at least the order number that We assign you in the Acknowledgement or Confirmation of Order. Should you not have received any reaction from us within five (5) Business Days, please make further enquiries. In rare cases your emails may be caught up in our spam filters or not reach us, or correspondence that we send to you may otherwise not have reached you.

13. Data Protection

Please see our Privacy Policy, which forms part of these Terms and Conditions.

14. Circumstances beyond our control (force majeure clause)

- 14.1. We shall not be liable to you for any breach, hindrance or delay in the performance of a Contract attributable to any cause beyond our reasonable control, including without limitation any natural disaster and unavoidable incident, actions of third parties (including without limitation hackers, suppliers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil commotion, war, hostilities, warlike operations, national emergencies, terrorism, piracy, arrests, restraints or detentions of any competent authority, strikes or combinations or lock-out of workmen, epidemic, fire, explosion, storm, flood, drought, weather conditions, earthquake, natural disaster, accident, mechanical breakdown, third party software, failure or problems with public utility supplies (including electrical, telecoms or Internet failure), shortage of or inability to obtain supplies, materials, equipment or transportation ("Event of Force Majeure"), regardless of whether the circumstances in question could have been foreseen.
- 14.2. Either you or Q Coffee may terminate a Contract forthwith by written notice to the other in the event that the Event of Force Majeure lasts for a period of two (2) Business Days or more, in which event neither you nor Q Coffee shall be liable to the other by reason of such termination (other than for the refund of a Product already paid for by you and not delivered).
- 14.3. If we have contracted to provide identical or similar Products to more than one Customer and are prevented from fully meeting our obligations to you by reason of an Event of Force Majeure, we may decide at our absolute discretion which contracts we will perform and to what extent.

15. Notices

- 15.1. Any notice under a Contract shall be in writing and may be served by personal delivery or by pre-paid registered letter or by email addressed to the relevant party at the address or email address of the relevant party last known to the other or as set out in these Terms and Conditions.
 - 15.2. Any notice given by post shall be deemed to have been served seven (7) Business Days after the same has been posted if the recipient address is in South Africa. Any notice given by email shall be deemed to have been served when the email has been proved to be received by the recipient's server. In proving such service it shall be sufficient to prove that the letter or email was properly addressed and, as the case may be, posted as a prepaid or recorded delivery letter or despatched or a delivery report received.
16. Governing Law and Jurisdiction
- This Site is hosted, controlled and operated from the Republic of South Africa and therefore governed by South African law and, subject to the clause 16 of these Terms and Conditions, you and Q Coffee submit to the jurisdiction of the South African courts.
17. Disputes
- Save for urgent or interim relief which may be granted by a competent court, in the event of any dispute of any nature whatsoever arising between you and Q Coffee on any matter provided for in, or arising out of these Terms and Conditions, and not resolved through the Customer Relations Department of Q Coffee, then such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa. The expedited arbitration rules may be downloaded from https://www.arbitration.co.za/downloads/expedited_rules.pdf
18. Advertising on the site
- We shall use our reasonable endeavours to comply with any relevant regulations relating to the Site, published by the Advertising Standards Authority. All photography is for illustrative purposes only and specific styles are not necessarily stocked.
19. General
- 19.1. These Terms and Conditions shall commence from the date on which they are published on the Site and continue indefinitely, as amended by Q Coffee from time to time, for so long as the Site exists and is operational, Q Coffee being entitled to terminate these Terms and Conditions and/or shut down the Site at any time (subject to still processing any orders then already placed and accepted by Q Coffee). However, for your future reference, we advise you to print and keep a copy of these Terms and Conditions, your Order, the Acknowledgement and the Confirmation of Order.
 - 19.2. No failure or delay, by Q Coffee or by you, in exercising any right under these Terms and Conditions or a Contract shall operate as a waiver of such right or extend to or affect any other or subsequent event or impair any rights or remedies in respect of it or in any way modify or diminish Q Coffee's, or your rights under these Terms and Conditions or a Contract.
 - 19.3. If any clause in these Terms and Conditions or a Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other clause or part of any clause, all of which shall remain in full force and effect, so long as these Terms and Conditions or a Contract shall be capable of continuing in effect without the unenforceable term.
 - 19.4. You shall not assign, transfer, novate, charge, sub-contract, create any trust over or deal in any other manner with these Terms and Conditions or a Contract or all or any of your rights or obligations under these Terms and Conditions or a Contract.
 - 19.5. Nothing in these Terms and Conditions or a Contract shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between you and us.

- 19.6. No person who is not a party to these Terms and Conditions or a Contract shall acquire any rights under it or be entitled to benefit from any of its terms even if that person has relied on any such term or has indicated to any party to these Terms and Conditions or that Contract its assent to any such term.
 - 19.7. A full record of every sale and related transaction between you and Q Coffee shall be maintained on the Site for a period of 12 months following the date of such sale or related transaction. You shall thus only be able to view and print such record during such period, whereafter you shall be responsible for retaining your own record of the relevant sale or related transaction.
 - 19.8. Any and all copyright subsisting in the Website, including these Terms and Conditions, vests in Q Coffee and all rights not expressly granted are reserved.
 - 19.9. When you visit the Site or send e-mails to Q Coffee, you consent to receiving communications from Q Coffee electronically and agree that all agreements, notices, disclosures and other communications sent by Q Coffee satisfy any legal requirements, including but not limited to the requirement that such communications should be in writing.
 - 19.10. These terms are subject to the provisions of the Electronic Communications and Transactions Act No. 25 of 2002 ("the Act") and any of the terms that are in conflict with any of the compulsory provisions of the Act will be deemed to have been modified so as to comply with such provisions of the Act.
20. Amendment to the General Business Terms and Conditions
- We reserve the right to amend these Terms and Conditions at any time. All amendments to these Terms and Conditions will be posted on-line. It is your responsibility to ensure that you are satisfied with the amendments. Should you not be satisfied with the amendments, you must refrain from placing any further orders on, or from using it in any way, the Site as continued use of the Site will be deemed to constitute acceptance of the new Terms and Conditions.
21. Disclaimer
- 21.1. Save for Q Coffee being liable to you :-
 - 21.1.1. under the Consumer Protection Act 68 of 2008 in relation to any products sold by Q Coffee to you via the Site; and
 - 21.1.2. under sections 43(5) and 43(6) of the Electronic Communications and Transactions Act in relation to Q Coffee's payment systems not being sufficiently secure;
 - 21.2. Neither Q Coffee nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this Site or the services or content provided from and through this Site. Furthermore, Q Coffee makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this Site are free from errors or omissions or that the service will be 100% uninterrupted and error free. You are encouraged to report any possible malfunctions and errors to roastery@qcoffee.co.za.
 - 21.3. The Site itself is supplied on an "as is" basis and has not been compiled or supplied to meet your individual requirements. It is your sole responsibility to satisfy yourself prior to accepting these Terms and Conditions that the service available from and through this Site will meet your individual requirements and be compatible with your hardware and/or software. Information, ideas and opinions expressed on this Site should not be regarded as professional advice or the official opinion of Q Coffee and you are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this Site.
 - 21.4. We give no warranty and make no representation, express or implied, as to the quality of the Products, any implied warranty or condition as to merchantability or fitness of the Products for a particular purpose or the adequacy or appropriateness of the Products for your purpose.