



Terms and Conditions

Please read these terms carefully and keep a copy for your records.

By placing an order with VIEWPOINT FARMING you are agreeing to these terms and conditions.

1. Please make sure you are **fully aware** of the type of **product** you are purchasing and its uses. If you are not, do not hesitate to CONTACT US telephonically or browse through our website. You must **provide us** with **accurate and complete information** as stipulated in the order form or in any other request made by Viewpoint Farming.
 - A valid Cell phone Number and Alternate contact Number
 - Delivery Address
 - An Email or Fax Number

No communication will be sent to phone numbers, postal addresses or email addresses outside South Africa. Your order will be rejected if you fail to provide us with accurate and complete information as required by us.

When paying via EFT please make sure that we receive your POP before your delivery otherwise it will not be sent out. Arrangements may be made with the Office to give the driver a POP. This should be organised before the delivery day.

If you do not answer your phone prior to the driver going out with your delivery, we will be unable to send out your delivery. There must be someone home to receive the order. Other arrangements must be made in writing or telephonically should no one be home. Please remember to ask for the consultants name when phoning in.

2. DELIVERY:

The delivery dates will be as you have selected when placing your Order. Please ensure that you are there to receive and view the products prior to tipping, to verify that the correct volume and product is off loaded. We provide a courtesy call before each vehicle leaves the premises. This is to ensure there is someone available to sign for the delivery as stipulated above. There shall be no liability on VIEWPOINT FARMING for late availability of orders. We will get in contact with you if the Order will not be available on time.

3. **PLEASE NOTE THAT WE DO NOT GIVE TIMES.** (However, we do recommend that you take delivery a day before you or your gardener uses the product)
4. Our truck drivers have strict instructions to tip outside the property. A driveway can take 5 ½ tons weight. Our trucks empty, already weigh 7 ½ tons. If you want our product to enter the premises we strongly advise you to take bags instead of a truck load / otherwise the person who signed is held **responsible** for **all damages** be this to **our truck or your property.**



5. VIEWPOINT FARMING will not be deemed to be in breach of contract or of these terms as a result of any delay in performance or failure to perform its obligations if that delay or failure to perform is due to any cause or circumstance beyond OUR reasonable control including, but not limited to, fire, flood and other acts of God, strikes, riot, accident, disruption to energy supplies, civil commotion, acts of terrorism or war, breakdown of equipment or road traffic problems.

6. **PRICES:**

- The products and prices you see on the pricelist are subject to availability.
- VIEWPOINT FARMING works hard to ensure that the information contained on this pricelist is correct at time of publication but even then errors may occur.
- We apologise if there are any errors and we assure you that we will rectify them as soon as we become aware of them.
- If, by mistake, VIEWPOINT FARMING has included an under-priced indication for an item, VIEWPOINT FARMING will not be liable to sell that item to you at the erroneously stated price, provided that VIEWPOINT FARMING notifies you before you purchase the item. In such an event, VIEWPOINT will notify the correct price to you so you can decide whether or not you wish to buy that item at that price.

7. On some special offers there may be a limit on the quantities of goods that can be supplied to each customer.

8. **Regrettably** we do **not accept cheques unless** prior **arrangement has been** made with **management**. All **EFT payments** must be made **before the date of delivery** and **proof of payment** must be **faxed** or **emailed** to us. (All area 3 and 4 must be paid before delivery).

9. **RETURNS POLICY:**

The following is important.

- All complaints must be put on paper.
FOR ORGANIC/SOIL PRODUCT DELIVERIES:
- There will be **NO CASH REFUNDS**, customers will be refunded in a form of gift vouchers.
- There is a 10% fee on products that have not been tipped and returned (this is to cover all initial layout costs)
- A handling fee of 40% of the cost of the product will be charged to reload a product that has been tipped **BUT NOT SPREAD. OTHERWISE AN EXTRA**



CHARGE WILL BE ADDED FOR WHAT WAS USED. (This includes labour, transport and loss of product material).

- If you return the product in your own personal capacity (own transport and labour) we will charge a minimal fee of 10%.
- Evidence of perceived short deliveries must be provided.

BAGS/GARDEN ACCESSORIES

- Refunds will only be made with a valid PROOF OF PURCHASE.
- If products are returned in the original unopened packaging, there is no charge.
- A handling fee of 10% will be charged for products that are delivered and returned.
- A 5% fee will be charged on refunds made with Debit Cards
- DUE TO THE NATURE OF THE PRODUCTS, COMPLAINTS REGARDING SOILS/ORGANIC MATERIAL MUST BE MADE WITHIN THE FIRST 5 DAYS.

10. INDEMNITY:

You agree to defend, indemnify, and hold VIEWPOINT FARMING, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms and Conditions.

11. We reserve the right to vary or amend any of these terms from time to time. If we elect to amend these terms, we will post the updated terms on this website. All amended terms shall become effective immediately after they are posted on this website. By placing your order with us, you agree to be bound by the terms effective at the time. You are advised to regularly check these terms for any amendments.