

# **ONLINE STORE AND THE ITU GOLF WEAR CLUB MEMBERSHIP CONDITIONS**

## **1. MEMBERSHIP AND ONLINE SALES**

### **1.1. OUR PRODUCTS AND SERVICES**

1. The ITU Golf Wear Club specialises in the marketing of golf apparel for men and women of all ages.
2. To qualify as a member, individuals must pay R399 every month and the amount should preferably be debited automatically on the last day of the month
3. The use or selling of The ITU Golf Wear Club products and samples is not permitted in any retail outlets.
4. You are responsible for using the products only as instructed and The ITU Golf Wear will not be responsible to you or any third party for any claim, damage, injury, or loss that may result from the failure to use the product as instructed.

## **2. AVAILABILITY AND DELIVERY**

2.1. Members will be receiving gift boxes quarterly thus will be receiving these gift boxes every four months.

2.2. Products will be delivered to you by courier. Customer service will communicate all the necessary courier information and check the members' availability before delivery

2.3. Please ensure that you provide the correct address, sizes and gender upon membership registration. For more information or to change any details contact customer service on 0734982995.

2.4. Membership subscription is only available in South Africa.

## **3. RETURNS AND CANCELLATIONS**

3.1. We are sure that you will love our products, however, if you do want to return them because you are not satisfied for any reason, please contact us on 0734982995 or e-mail us at [info@itugolf.com](mailto:info@itugolf.com) for assistance.

3.2 The exchanging of items due to size is permitted.

### **3.2. Return of Defective item**

3.2.1. In the unlikely event that any of the products delivered to you are defective, you may return them to us to allow us to inspect the products to determine whether they are indeed defective, or whether any damage has been caused by you or by wear and tear. We reserve the right to inspect the products to determine whether it is defective. ITU Golf Wear is not responsible for any damage to products caused by wear and tear or additions made to the products once they are in your control.

3.2.2. In the event that any of our products are found to be defective, please notify us as soon as you become aware of the defect. We will arrange for the products to be collected and you will not be responsible for any costs involved in respect of such return. ITU Golf Wear reserves the right to accept a photo of the defective item for inspection at our sole discretion.

3.2.3. We will arrange a collection of the package with couriers and inform you via WhatsApp of when the package will be collected, however, please note it is your responsibility to ensure that the package is given through to the couriers on the set collection date. If we do not receive the package, because you did not provide it to the courier as required, please note that you will be liable for payment of the courier fees and we will not be able to process any refund.

3.2.4. If it is found that the product is defective, our Quality Control Team will notify you will receive a replacement product. Any replacement product will be paid or delivered to you 15 business days after you have confirmed your preference with our Quality Control Team.

3.2.5. If ITU Golf Wear determines that the product is defective we will gladly replace it.

### **3.4. Return of products – online purchases**

3.4.1. You are entitled to cancel, without any reason and without any penalty, your online order of any products within 7 days after;

3.4.2. Criteria for returning an item:

3.4.2.1. The item is in an unused condition

3.4.2.2. The item being returned qualifies for a return

3.4.2.3. Returns are not allowed on earrings unless the products are found to be defective

3.4.2.4. The item is in its original packaging, with labels attached

3.4.3. If you decide to cancel—

3.4.3.1. you will be liable, in terms of section 44(2) of ECTA, for the direct costs of returning the goods, such as courier and/or shipping charges, in the same condition as they were in when delivered to you. The effect of this clause is that when you decide to cancel within 7 days after receiving the goods, you will be responsible for paying for the delivery of the goods to the Box Fashion and the goods must be delivered in the same packaging and condition that you received them.

3.4.3.2. you agree not to use the goods;

3.4.3.3. you will receive a full refund of the purchase price within 30 days of the date of cancellation of the order; and

3.4.3.4. we will consider your agreement of purchase cancelled.

3.5. Membership cancellations

3.5.1. For membership clients, you are only entitled to receive your accessories after you have paid three months worth of membership fees. Your membership fees entitle you to access significantly discounted apparel and accessories, however, your right to receive the accessories depends on us receiving the full three months worth of membership fees.

3.5.2. This means that if you choose to cancel your membership, which you may do at any time by notifying us, you will not be refunded any membership fees up to the date of cancellation. You will also not be entitled to receive any further accessories after the date of cancellation unless you have paid the three months membership fees for those accessories prior to cancelling.

3.5.3. For all refunds or cancellations please cite your reference number that was provided to you by The Club. All refunds must be requested via email to [info@itugolf.com](mailto:info@itugolf.com) or via the Client Care number which is 0734982995.

#### **4. PRICING AND PAYMENT**

4.1.1. The price of our products will be as quoted to you telephonically or displayed on our website, except in cases of obvious error. Prices include VAT and all payments are to be made in South African Rand. For membership clients, the cost of delivery is included in the membership fees. For any purchases (online & direct), the standard fee we charge for delivery is R80, unless you purchase R350 or more worth of products in a single transaction.

4.1.2. ITU Golf Wear may increase The Club prices from time to time however all customers will be notified prior.

4.1.3. For membership clients, ownership of the products will only pass to you once you have paid the full three months worth of membership fees to entitle you to receive the products.

4.1.4. Membership clients must pay their monthly membership fees to continue being eligible for the benefits of membership, including receiving the products, which will only be delivered to you after you have paid three months worth of fees.

4.1.5. Should we fail to collect payment from a membership client in any month because you do not have sufficient funds or you have not updated your banking details as required, we reserve the right at our discretion to extend the term over which payments are deducted by one month for each collection that fails.

#### **4.2. Payment Options Accepted**

4.2.1. Payment may be made via debit order, Visa, MasterCard, Payfast or by bank transfer into The ITU Golf Wear bank account, the details of which will be provided on request.

#### 4.3. Credit Card Details and Security

4.3.1. Credit card transactions will be acquired for The ITU Golf Wear Club via PayFast (Pty) Ltd. PayFast uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website. Users may go to [www.payfast.co.za](http://www.payfast.co.za) to view their security certificate and security policy.

#### 4.4. Merchant Outlet Country and Transaction Currency

4.4.1. The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction Currency is South African Rand (ZAR).

#### 4.5. Customer details separate from card details

4.5.1. Customer details will be stored by ITU Golf Wear separately from card details which are entered by the client on PayFast secure site.

### **5. GIFT VOUCHERS/CARDS**

5.1. Your gift voucher/card allows you to purchase products on the ITU Golf Wear Website: <https://www.itugolf.com>

5.2. Delivery is not included in your gift card/ voucher, unless otherwise stated on your gift card/ voucher.

5.3. Your gift card/ voucher is valid until the expiry date specified on your gift card/ voucher

5.4. Your gift voucher will be emailed to you by customer service

## **6. APPLICABLE LAW AND JURISDICTION**

6.1. The use of this website and all transactions with The Club are governed by the laws of South Africa.

6.2. Except to the extent that any other regulatory authority has jurisdiction, you agree that the High Court of South Africa has jurisdiction over any disputes arising from these terms and conditions and your use of the website.

## **7. NOTICES**

7.1. ITU Golf Wear chooses the following address as its address for the serving of all court processes, notices, or other documents or communication:

The Campus, Cnr Main Road & Sloan Street, Twickenham Building Ground Floor,  
Bryanston, 2191

## **9. REQUIRED DISCLOSURES**

9.1. Access to and use of our website may be classified as electronic transactions in terms of the Electronic Communications and Transactions Act, 2002 (ECTA) therefore you have the rights as set out in Chapter 7 of the ECT Act. We, consequently, have a duty to disclose the following information:

### **9.1.1. FULL NAME AND LEGAL STATUS:**

ITU Golf Wear, a private company registered in South Africa with registration number 2014/271386/07);

### **9.1.2. PHYSICAL ADDRESS:**

The Campus, Cnr Main Road & Sloan Street, Twickenham Building Ground  
Floor, Bryanston

### **9.1.3. TELEPHONE NUMBER:**

0115751008

### **9.1.4. EMAIL ADDRESS:**

[Info@itugolf.com](mailto:Info@itugolf.com)

9.1.5. DIRECTORS:

Innocentia Motau

9.1.6. AFFILIATES:

9.1.6.1. ITU Golf Wear and The ITU Golf Wear Club are affiliated with Huggins Holdings (Pty) Ltd.

9.1.6.3. Registration Name: Huggins Holdings (Pty) Ltd.

9.1.6.4. Registration Number: 2015/332393/07

9.1.6.5. Physical Address: The Campus, Cnr Main Rd and Sloane str, Sandton, 2191