

Delivery, Cancellation and Returns Policy

OHMI Coffee Co (Pty) Ltd · Registration number 2024/665206/07

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1. Delivery

1.1 We roast to order and deliver door to door by Courier IT within the Republic of South Africa. Collection is not currently offered.

1.2 Delivery is charged at the rate our courier quotes for the weight of your order and its destination, worked out when you enter your address. The exact amount is shown to you before you commit to the order.

1.3 Allow up to twelve business days from the date we confirm your payment to delivery. Where a particular order will take longer, we will tell you before we accept it. Risk in the goods passes to you on delivery to the address you gave us.

1.4 You must give a complete and accurate delivery address. Where delivery fails because of an incomplete or incorrect address, or because nobody was available to receive the parcel, we may charge the courier's cost of a further attempt.

1.5 When your order is collected by the courier we give you a tracking number and a page on which you can follow its progress.

2. Cancellation

2.1 You may cancel your order without charge while we have not yet bought green coffee for it. Ask us and we will tell you the stage your order has reached.

2.2 Once we have bought green coffee for your order, or begun roasting it, the order is confirmed and the full price is payable. Coffee is roasted to your order and cannot be sold to anybody else.

2.3 Clause 2.2 does not affect the rights the law gives you, which are set out in clauses 3 and 5. Nothing in this policy asks you to give up a right you cannot lawfully be asked to give up.

3. Cooling-off right

3.1 Where you bought from us by electronic transaction, you may cancel the sale without reason within seven days after delivery, under section 44 of the Electronic Communications and Transactions Act. Tell us in writing within that period. Return the goods to us at your cost within fourteen days of your notice. We refund the price within thirty days of the cancellation.

3.2 Under this clause the law allows us to charge you only the direct cost of returning the goods. We refund the price you paid for the coffee in full.

3.3 Coffee that has been opened is not returnable under this clause. Coffee roasted to order is not for that reason alone excluded from it.

4. Change of mind after the cooling-off period

4.1 As a courtesy beyond your statutory rights, we accept the return of standard, unopened coffee for a change of mind where you tell us within seven days of delivery and dispatch the return within fourteen days after that.

4.2 A refund under this clause is of the product amount only. Delivery, payment charges, packaging, boxes and any other materials or costs already incurred on your order are not refunded, and the cost of returning the goods is yours.

5. Coffee that is not right

5.1 Coffee is a perishable product with a short useful life. If the coffee we supplied is stale, damaged, contaminated, mislabelled or otherwise not what you ordered, tell us within seven days of delivery at sales@ohmicoffee.co.za with your order number and a description. We will replace it or refund it.

5.2 Seven days is a condition of the courtesy in clause 5.1, not of your rights. Where goods are unsafe, not as described, or defective in a way that could not reasonably have been discovered within seven days, section 56 of the Consumer Protection Act gives you six months from delivery to return them and to choose repair, replacement or refund. We do not treat the opening of a bag as excluding that right.

6. Returns

6.1 Returns go to Unit 42 Wesley Road, Galloway Centre, Strand, Western Cape, 7200, once we have confirmed the return. Pack coffee so that it arrives in the condition it left you.

6.2 Refunds are paid to the bank account from which the deposit was made, or to a verified account in your name, within the period the law requires and in any event within thirty days. A card payment is refunded to the card it was made with, through our payment provider, and the refund includes the card fee you paid. Meals you added for the OHMI Foundation are refunded with a cancelled order.

7. Stock and repurchase

7.1 Affiliates do not hold stock. Every order is roasted by us and shipped by us direct to the customer. No Member is required or invited to buy coffee for resale, and no repurchase policy is needed. Should we ever permit Members to hold stock, we will publish repurchase terms first.

General provisions

Entire agreement. This document, together with the other OHMI documents it refers to, records the whole of the agreement between you and us on its subject. No representation, undertaking or term not recorded in these documents binds us.

Variation. We may amend this document. We will give you at least fourteen days' notice of an amendment by notice in the app or by message to the contact details you have given us. An amendment does not alter the price, calculation or entitlement of any order placed or benefit earned before it takes effect. Continued use of the service after the effective date of an amendment is acceptance of it.

Severability. If any provision of this document is found to be unenforceable, it is severed and the remainder continues in force.

No waiver. Our failure or delay to enforce any provision is not a waiver of it.

Assignment. You may not cede, assign or transfer any right or obligation under this document. We may cede or assign to a successor in business on notice to you.

Force majeure. We are not liable for any failure or delay caused by an event beyond our reasonable control, including supplier failure, courier failure, power or network outage, strike, fire, flood, epidemic or act of government.

Notices. Notices to us go to sales@ohmicoffee.co.za or to Unit 42 Wesley Road, Galloway Centre, Strand, Western Cape, 7200, our address for service. Notices to you go to the email address, phone number or in-app inbox on your account. A notice sent by email or in-app message is deemed received on the business day after it is sent.

Governing law and jurisdiction. This document is governed by the law of the Republic of South Africa. You consent to the jurisdiction of the Magistrates' Courts, without prejudice to our right to approach the High Court, and without prejudice to any right you have to approach a consumer body under the Consumer Protection Act, 68 of 2008.

Interpretation. Headings are for convenience only. "Including" means including without limitation. The singular includes the plural. A reference to a statute is to that statute as amended.

Precedence. Where this document conflicts with the Terms of Use and Sale, the Terms of Use and Sale prevail. Where this document conflicts with mandatory law, the law prevails and this document is read down to the extent necessary.