



WEBSITE, PRODUCT ORDER & PHOTO SHOOT TERMS AND CONDITIONS

HUGHMARI LANDGOED CC

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Prepared for website use, customer orders and seasonal farm photo-shoot bookings.

Terms and Conditions

Important - acceptance and statutory rights

These Terms govern use of the Hughmari Landgoed website, product enquiries and orders, collections and deliveries, photo-shoot bookings and entry onto the farm. By using the website, confirming an order, accepting a quotation, paying a deposit or attending a booked activity, you agree to these Terms. Nothing in these Terms excludes or limits a consumer right or supplier obligation that may not lawfully be excluded under South African law.

Business details

Responsible supplier	Hughmari Landgoed CC
Physical address	Farm Frischgewaagd, Trichardt 2300, Mpumalanga, South Africa
Website	www.hmlandgoed.co.za
Email	info@hmlandgoed.co.za
Telephone / WhatsApp	+27 82 666 0893
VAT number	4640257848
CC registration number	[Insert before publication]
Members / office bearers	[Insert before publication]

1. Definitions and acceptance

- **Hughmari, we, us and our** mean Hughmari Landgoed CC.
- **Customer, you and your** mean a website visitor, enquirer, purchaser, booking client, photographer, participant or person acting for a group or organisation.
- **Products** include pomegranate juice, syrup, jam, jelly, grenadine and any other goods offered by us.
- **Photo shoot** means access to an approved part of the farm for photography, together with only those extras expressly stated in a written quotation or booking confirmation.
- A person acting for a group or organisation confirms that they are authorised to accept these Terms for that group or organisation.

2. Order of documents

A written quotation, invoice or booking confirmation may contain specific terms for price, quantity, date, package, payment, cancellation or access. Those specific terms apply together with these Terms and take priority only where they clearly differ. Statutory consumer rights always remain unaffected.

3. Website use

The website may be used only for lawful personal or business enquiries. You may not interfere with its operation, introduce harmful code, attempt unauthorised access, scrape content at scale, impersonate another person, or use the website in a misleading or unlawful manner. We may update, suspend or remove content where reasonably necessary.

Product Information and Orders

4. Product descriptions, images and natural variation

Our products are homemade or produced in small batches. Colour, flavour, texture, consistency, packaging and appearance may vary naturally between batches and harvests. Product photographs are illustrative. The current label, written quotation and confirmed product description take priority over general website wording. Availability is seasonal and stock is not guaranteed until an order is confirmed.

5. Prices and quotations

Prices are in South African Rand. Any applicable VAT, delivery, packaging or additional charges will be stated in the quotation, invoice or order confirmation. A quotation is valid for the period stated in it and remains subject to stock, seasonal availability and the requested date until accepted and confirmed.

6. Orders and acceptance

A website, telephone, email or WhatsApp enquiry is not yet an accepted order. An order becomes binding only when we send written confirmation and any required payment has cleared. You must check the product, quantity and collection or delivery details before paying. We may decline or cancel an order where stock is unavailable, information is incorrect, payment is not received, fulfilment would be unlawful, or circumstances outside our reasonable control prevent supply. Any amount paid for an order that we cannot fulfil will be refunded.

7. Payment

Payment must be made using the method and by the date stated on the invoice or confirmation. Proof of payment does not constitute cleared funds. Ownership of products remains with Hughmari until full payment, while risk passes on actual delivery or collection, subject to applicable law.

8. Collection and delivery

- Collection is by prior arrangement from the confirmed location and time.
- Delivery is available only where agreed and may carry an additional charge.
- You must provide a complete and accurate address and be available to receive the order.
- Delivery times are estimates unless expressly guaranteed in writing.
- A reasonable re-delivery fee may apply where delivery fails because the address or contact details were incorrect or nobody was available.
- Please inspect the order promptly after receipt.

9. Storage, shelf life and safe use

Follow all storage, refrigeration, freezing, opening and use-by instructions on the product label. Do not consume a product that is expired, visibly spoiled, leaking, unusually swollen, damaged or appears to have been tampered with. Once products have been delivered or collected, the customer is responsible for correct storage and handling. We are not responsible for deterioration caused by failure to follow storage instructions after risk has passed, except where the law provides otherwise.

10. Incorrect, damaged, unsafe or defective products

Nothing in these Terms limits rights under the Consumer Protection Act. Contact us as soon as reasonably possible if an item is incorrect, damaged, unsafe, defective or materially different from the confirmed description. For perishable items, prompt notice - preferably within 48 hours - helps us investigate. Keep the product, packaging and proof of purchase and provide photographs where reasonably requested. Where a valid defect or supply error is confirmed, we will provide the remedy required by law, which may include replacement or refund. Change-of-mind returns are not accepted for opened, perishable, personalised or rapidly deteriorating products except where applicable law requires otherwise.

Ingredients, Nutrition and Recipes

11. Ingredients, allergens, nutrition and health information

- Always read the actual product label before use. Ingredients and batch information may change.
- Customers with allergies, intolerances, diabetes, dietary restrictions or medical conditions must ask for current information before ordering and obtain professional medical advice where appropriate.
- Unless confirmed in writing for a specific product and batch, we do not guarantee that a product is free from allergen cross-contact.
- Nutritional figures displayed on the website may be estimates and are not a substitute for the product label, laboratory analysis or medical advice.
- Our products are foods and are not promoted as medicines or as treatments for disease.

12. Recipes and serving suggestions

Recipes are general serving ideas. Results depend on ingredients, equipment and technique. You remain responsible for food hygiene, cooking meat thoroughly, safe temperatures, allergy checks and appropriate adult supervision. Any optional alcoholic variation is intended only for adults of legal drinking age; Hughmari does not supply the alcohol unless expressly stated. Direct links to our recipes may be shared for personal, non-commercial use with attribution.

13. Promotions and availability

Promotions, seasonal offers, bundles or competitions are subject to their specific terms, the stated period and available stock. We may correct an obvious pricing or publication error before accepting an order.

Practical customer reminder

Product information on the website is designed to help customers choose and use the range. The product label supplied with the actual jar or bottle remains the primary source for ingredients, storage, opening instructions, quantity and batch-specific information.

Photo-Shoot Bookings

14. Enquiries and confirmation

A requested date is not reserved until we issue written confirmation and receive the required deposit or payment. Only the access, time and inclusions stated in the booking confirmation form part of the booking. A photographer is not included unless expressly stated. The booked access period includes arrival, setup, photography and pack-up. Overtime is subject to availability and an additional fee where stated.

15. Fees, deposits and balances

The quotation will state the fee, deposit, balance due date and any approved extras. A reasonable deposit may be required to reserve the date. If payment is not received by the due date, we may release the booking after reasonable notice. Additional participants, time, locations, props, refreshments, commercial usage or special arrangements may be charged separately if agreed.

Photo-Shoot Arrangements

16. Cancellation, rescheduling and no-shows

Cancellation or rescheduling requests must be sent in writing by email or WhatsApp. Any cancellation fee will be reasonable and applied in accordance with the Consumer Protection Act, taking into account the nature of the booking, notice given, our ability to rebook the date and normal industry practice. No cancellation fee will be imposed where prohibited by law, including applicable cases involving death or hospitalisation of the person for whose benefit the booking was made. A late rescheduling request or no-show may be treated as a cancellation to the extent reasonable. If Hughmari cancels and no reasonably suitable alternative can be agreed, fees paid for the affected service will be refunded.

17. Weather, blossom and farm conditions

The orchard is a living, working agricultural environment. Blossom, foliage, fruit, colour, ground conditions and scenery change naturally and are not guaranteed for any date. Weather, farm operations, maintenance, safety concerns or access conditions may require a location change, delay or reschedule. If unsafe or unsuitable conditions prevent the session, we will try to arrange a suitable alternative. We are not responsible for separate third-party expenses such as photographer, clothing, travel or accommodation costs, except where liability cannot lawfully be excluded.

18. Farm access and conduct

- Entry is by confirmed appointment only and visitors must follow staff instructions.
- Remain in approved areas and respect crops, trees, equipment, animals and working areas.
- No fruit, flowers, branches or farm property may be picked, moved or damaged without permission.
- Leave the area clean and remove all personal items, props and waste.
- Smoking, open flames, smoke devices, fireworks, dangerous items, excessive noise, unauthorised alcohol, commercial events and access to restricted work areas are prohibited unless specifically approved in writing.

19. Children, guests, pets, props, vehicles and drones

The booking client is responsible for the conduct and supervision of every person in the group. Children must remain under direct adult supervision. Pets, animals, large props, furniture, confetti, candles, smoke effects, vehicles, drones and specialist equipment require prior written approval. Drone operators remain responsible for all licences, permissions, safety rules and legal requirements. Approval may be refused where an item or activity could harm people, crops, animals, equipment or the environment.

20. Photographers, images and commercial use

Where the client appoints a photographer, that photographer is an independent third party. Hughmari is not responsible for the photographer's performance, image quality, equipment, backups, delivery times or lost files. Personal and ordinary portfolio photography within the confirmed booking is permitted. Commercial advertising, filming, large productions, resale campaigns or use of the farm as an implied endorsement require prior written approval and may attract a separate fee. Hughmari will not use identifiable client photographs for marketing without the relevant permission or lawful basis.

Farm Safety, Risk and Responsibility

21. IMPORTANT FARM RISK NOTICE - PLEASE READ BEFORE ENTRY

A working farm may contain uneven or slippery ground, loose stones, holes, mud, dust, insects, plants, thorns, agricultural equipment, vehicles, animals, changing weather and other ordinary countryside hazards. Participants must wear suitable footwear, take reasonable care, follow all instructions and disclose relevant mobility or medical needs before arrival. Entry and participation involve acceptance of the ordinary inherent risks that have been clearly disclosed. Nothing in this notice excludes liability for gross negligence or any liability or consumer right that cannot lawfully be excluded.

22. Liability and responsibility

To the fullest extent permitted by law, Hughmari is not liable for indirect, special or consequential loss; loss caused by a third-party photographer or service provider; or loss of or damage to unattended personal property. The booking client is responsible for reasonable repair, cleaning or replacement costs arising from damage caused by the client, participants, photographer, suppliers, props or equipment under the client's control. Nothing in these Terms excludes liability for gross negligence, unsafe or defective goods, inadequate legally required warnings, or any other liability that may not lawfully be excluded.

23. Events outside reasonable control

Neither party is responsible for delay or failure caused by circumstances beyond reasonable control, including severe weather, fire, flood, disease outbreak, government restriction, utility failure, road closure, labour disruption, crop or farm emergency, or failure of a critical third-party service. The affected party must communicate reasonably and the parties will try to reschedule, substitute or refund the affected portion where fair and required by law.

Website Content and Privacy

24. Intellectual property

The website, logo, trade name, photographs, product artwork, recipes, copy and other original content belong to Hughmari or the relevant rights holder. You may view, print and share direct links for personal, non-commercial use. You may not reproduce, sell, modify, remove branding, create misleading copies, use the logo, or republish substantial content for commercial purposes without written permission.

25. Third-party links and services

Links to WhatsApp, maps, social media, payment providers, photographers or other third parties are provided for convenience. Their services, security, availability, terms and privacy practices are outside our control. Use them at your own discretion and check that you are communicating with the official Hughmari contact details.

26. Privacy and communications

Personal information is handled in accordance with our POPIA Privacy Notice. We may send operational messages about an enquiry, quotation, payment, order, collection, delivery or booking. Marketing messages require an appropriate lawful basis and will include an opt-out where required. You agree that notices relating to a transaction may be sent to the email address or WhatsApp number you provide.

Complaints and General Provisions

27. Website availability and security

We take reasonable steps to keep the website accurate and secure but do not guarantee uninterrupted access or error-free operation. You are responsible for your device, connection, passwords and protection against malicious software. Report suspected fraud or an incorrect payment request using our official contact details before making payment.

28. Complaints and consumer rights

Please send complaints to info@hmlandgoed.co.za or +27 82 666 0893 with your name, order or booking reference, relevant dates and a clear description. We will try to resolve the matter reasonably. These Terms do not prevent a consumer from approaching the National Consumer Commission, another competent consumer body, the Information Regulator for privacy matters, or a court or tribunal with jurisdiction.

29. Governing law

These Terms are governed by the laws of the Republic of South Africa. Any dispute will be dealt with by a court or forum with lawful jurisdiction, subject to the consumer's right to use any competent statutory complaints or dispute-resolution process.

30. Changes to these Terms

We may update these Terms when services, laws or business practices change. The version in force when an order or booking is confirmed will normally govern that transaction, unless a later change is required by law or agreed in writing.

31. General

If one provision is invalid or unenforceable, the remaining provisions continue. A failure to enforce a provision is not a waiver. You may not transfer a booking or agreement without approval where the identity or number of participants is relevant. These Terms, together with the accepted quotation, invoice and confirmation, form the agreement for the relevant transaction.

32. Recommended website acceptance wording

Terms acceptance checkbox or form statement

By submitting an enquiry or booking request, placing an order, accepting a quotation or paying a deposit, I confirm that I have read and accept the Hughmari Landgoed Terms and Conditions and acknowledge that my statutory consumer rights remain unaffected.

Legal framework and drafting note

These Terms are intended to operate alongside applicable South African law, including the Consumer Protection Act 68 of 2008, the Electronic Communications and Transactions Act 25 of 2002 and the Protection of Personal Information Act 4 of 2013. They are a practical business template and should be reviewed by a qualified South African legal practitioner before final publication or whenever the business model changes.

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