



## Terms and Conditions

### This Website

Your use of this website indicates your having read, understood and accepted the following Terms and Conditions.

We will do our utmost to ensure that the availability of the website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the internet, this cannot be guaranteed. Access to the website may also be temporarily suspended or restricted, to allow for routine repairs, maintenance, or the introduction of new facilities or services.

### Monitoring

We have the right, but not the obligation, to monitor any activity and content associated with the website. We cannot screen or edit all of the content on the website, nor do we accept any liability for illegal, defamatory or obscene content. We may investigate any reported violation or complaint and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any material from the website). All moral rights of and Nandikwa Dolls's employees/agents are reserved. Users may inform us of any content within this website that may be offensive or deemed illegal.

### Use of This Website

You may use this website to browse content and make legitimate purchases only. This website and the content provided on this website including design and trademarks may not be copied, reproduced, republished, uploaded, downloaded, modified, posted, transmitted, distributed or used for any commercial purpose without the express written consent of Nandikwa Dolls. Unauthorised use of this website and of the materials contained on this website may violate applicable copyright, trademark or other intellectual copyright laws and appropriate legal action will be taken to protect such rights for which costs you will be liable.

You may not use this website in any way that causes, or is likely to cause, the website or access to it to be interrupted, damaged or impaired in any way.

You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any content. Nandikwa Dolls reserves the right (but not the obligation) to remove or edit any content. Any unauthorised use terminates the permission or license granted by Nandikwa Dolls. Should you be in violation of the above it is understood that you will be held liable for all legal costs.

### **Updating of Terms and Conditions**

Any terms relayed to the client in writing via email from any employee/agent of Nandikwa Dolls, should be seen as an addendum to these Terms and Conditions and will in no circumstances supersede these Terms and Conditions.

We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time without notice. Changes to these Terms and Conditions will become effective upon such time changes are posted to this Website. It is the User's obligation to check Terms and Conditions at the live website URL for changes or updates. Your continued use of the website following any changes to these terms and conditions will mean that you have read, understood and accept those changes.

### **Links**

No person, business or website may link to any page on this website without the prior written permission of Nandikwa Dolls. Nandikwa Dolls may contain links to other websites. We do not necessarily agree with, assume responsibility or liability for their actions, products or content or of any other third-parties. We cannot be responsible for their content or for private information you may choose to share with them. We encourage you to read all Privacy Policies before disclosing personal or any other information.

### **Framing and other Embedding Technologies**

No person, business or website may frame this website or any of the pages on this website in any way whatsoever. No person, business or website may use any technology to search and gain any information from this website without the prior written permission of Nandikwa Dolls.

### **Pricing**

Nandikwa Dolls offers competitive pricing on all products. Our showcase will show products including VAT. When you proceed through the shopping cart facility the courier charges will be added accordingly. The total price on check-out will then include everything (on the day of shipping). All products are subject to availability and receipt of payment. The price of the product is displayed with the product.

Once payment is made for the purchase, it is deemed that you have read, understood and accepted the terms and conditions for such purchase. If you have any queries please contact us before making any purchase through this website.

We reserve the right to change pricing at any time without prior notice.

All pricing is in South African Rand (ZAR).

Value Added Tax at the rate of 14% is charged on all goods purchased through this website.

Note that pricing and stock availability are subject to change without prior notice.

Despite our best efforts, a small number of the products may be mispriced. If a product's correct price is lower than our stated price, we will charge the lower amount and send you the product. If a product's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before dispatch, or cancel your order and notify you of such cancellation.

### **Product Availability**

Every effort is made to effect shipment of your order timeously however unforeseen circumstances may cause delays. We will endeavour to notify you of these delays in stock availability or if an item is out of stock or discontinued. We will contact you via email with a revised shipping schedule, ask you to select an alternative product or will offer a full refund within 30 days. All sales are subject to availability of stock. Stocks of all goods on offer are limited.

We reserve the right to cancel an order for which payment has already been received, should there be insufficient stock available. Should this occur, you will receive a full refund with no deductions.

Nandikwa Dolls reserves the right to adjust product and delivery costs on the website at any time.

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Nandikwa Dolls reserves the right at any time after receipt of order to accept or decline your order for any reason. We may require additional verification or information before accepting an order. If you have paid for a purchase and your order is cancelled, Nandikwa Dolls will reimburse your order. Bank charges will however, be at your costs.

### **Methods of payment**

Security and Encryption of credit card payments is handled by Payment Gateway.

At the time of placing the order, the transaction details are presented to the bank and an authorisation is obtained for the amount of the order.

Payment is only collected when the order is completed.

#### **a) Internet Transfer - EFT**

This is our preferred method of payment and is highly recommended for orders that need to be expedited. Our banking details are as follows:



**FNB**

Bank Account Details:

Bank: FNB Bank

Account Name: Nandikwa Trading

Type: Business Cheque Account

Account Number: 62506407677

#### **b) Credit Card**

Credit card transactions will be acquired for Nandikwa Dolls via this payment gateway: Payment Gateway. Visa and Mastercard transactions are accepted. All encryption and security is handled by the payment gateway directly. Please visit the payment gateway's website to view their security certificate and security policy.

Please note that due to high incidences of online credit card fraud our credit card processor and our bank may contact you to verify your credit card information and identity. This procedure may take a couple of days to complete.

Customer details will be stored by Nandikwa Dolls separately from card details which are entered by the client on the payment gateway's secure website.

### **c) Bank deposit**

If you select to pay via bank deposit, the exact amount must be paid. The payment must be identified by supplying the invoice number and surname in the reference section of the deposit slip or on the electronic transfer. Cheque deposits are subject to a clearing period. Unpaid bank deposit orders are cancelled after five business days. Our banking details are as follows:



**FNB**

Bank Account Details:

Bank: FNB Bank

Account Name: Nandikwa Trading

Type: Business Cheque Account

Account Number: 62506407677

### **Communication**

When you visit Nandikwa Dolls's website or send e-mails to us, you are communicating with us electronically. We communicate with you by e-mail or by posting notices on our website. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Users of this website may send communications; and submit suggestions, ideas, comments, questions, or other information, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam".

All content included on the website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Nandikwa Dolls.

Nandikwa Dolls respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact us.

### **Delivery Policy**

Please ensure the correct delivery address is provided from the outset as title and risk will pass to you once the order has left our premises. Should the delivery time be likely to fall outside our projected or

proposed delivery timeframe, you will be informed via e-mail as soon as possible. We do of course understand that when you buy items on the internet you want to receive them as soon as possible!

Nandikwa Dolls cannot be held responsible if the recipient is not available at time of delivery and as a result, a delay occurs.

### **Insurance**

Goods are not automatically insured unless specifically requested, upon which additional costs will apply.

### **Returns**

Occasionally packages are returned to us undeliverable. Should this occur, every attempt will be made to contact you to make arrangements for re-shipment.

Should you for any reason wish to cancel your order, a **15% charge for administration cost** will be levied. You must advise us in writing via e-mail of your cancellation and any such cancellation must be sent from the email address that was specified in the original order.

If you are not 100% satisfied with your purchase and the product(s) are still in mint condition, these are to be returned in their original state. Returned items must

- remain undamaged
- be returned in the original packaging
- have all associated documentation still present
- be returned within 14 days of purchase before a refund will be considered.

Nandikwa Dolls recommends that you use a courier service with 24hr tracking facilities for all returns. Should you choose to use a carrier that does not offer a tracking facility and the goods are lost, no refund will be considered.

### **Our Guarantee**

If the item you have ordered is faulty, defective or if you have received the wrong item, please notify us within 7 days of the product being delivered. Please review the "Returns" section above.

Nandikwa Dolls will check all items returned as damaged or defective. In the event we find no fault, we reserve the right to re-charge you for the item/s and to recover our fees and expenses from you.

Please note that goods are not guaranteed against faults resulting from normal wear and tear. Any complaints regarding the standard and quality of the product or products bought through our website's e-commerce facility should be directed to us in writing via e-mail.

### **Disputes**

In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this agreement, such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa.

### **Country of Domicile**

This website is governed by the laws of South Africa and Nandikwa Dolls chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature:

*Our Postal Address:*  
*P.O.Box 1052*  
*Henley on Klip*

Meyerton  
1962

### **Intellectual Property Rights**

All the content, trademarks and data on this website, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, designs and agreements, are the property of or licensed to Nandikwa Dolls and as such are protected from infringement by local and international legislation and treaties.

### **Agreement of Sale**

An agreement of sale between Nandikwa Dolls and a user only comes into effect if and when payment has been made and proof of payment has been received. Until then the goods remain the property of Nandikwa Dolls.

Nandikwa Dolls reserves the right to refuse to accept and/or execute an order without giving any reasons. Nandikwa Dolls also reserves the right to cancel orders in whole or in part as circumstances dictate. We shall only be liable to refund monies already paid by the user.

When you place an order to purchase a product from Nandikwa Dolls, we will send you an e-mail confirming receipt of your order and containing the details of your order.

### **Liability**

Neither Nandikwa Dolls 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 any product sold on this website.

### **Disclaimer**

The contents of this website are provided "as is" without warranty of any kind, either expressed or implied, including but not limited to warranties of merchantability, fitness for a purpose and non-infringement.

The owner of this website, the authors or agents of this content and in general anybody connected to this website in any way, assume no responsibility for errors or omissions in this content.

Neither Nandikwa Dolls nor any of its agents or representatives shall be held liable for any direct, indirect, general, special incidental or consequential damages, (including without limitation – data loss, lost revenues or lost profit) or liability of whatsoever nature arising from the use or inability to use or the correct or incorrect use, abuse, or misuse of these contents or the services or content provided, including the inability to fulfil particular orders of any description from and through this website.

Furthermore, Nandikwa Dolls makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available on this website are free from errors or omissions or that the service will be 100% uninterrupted and error free. Users are encouraged to report any possible malfunctions and errors to Nandikwa Dolls.

This website is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user to satisfy itself prior to entering into this agreement with Nandikwa Dolls that the service available from and through this website will meet the user's individual requirements and be compatible with the user's hardware and/or software.

Information, ideas and opinions expressed on this website should not be regarded as professional advice or the official opinion of Nandikwa Dolls and users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this website.

Due to changing market forces and other extenuating circumstances that affect product availability and price stability, we reserve the right to withdraw any product we advertise and change prices without notice.

Information contained throughout our website and in our database is believed to be accurate and reliable at the time of publishing. There may be misprints, human errors and omissions. We reserve the right to make changes and corrections in prices, products and specifications without notice.

Images and dimensions displayed on this website should be regarded as illustrative and for informational purpose only. The actual product may vary slightly to the images and dimensions stated.

Nandikwa Dolls may change the content of the Terms & Conditions at any time without prior notice. It is your responsibility to check regularly whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using this website.

### **Privacy Policy**

We are committed to protecting your privacy. This privacy policy applies to all the web pages related to this website.

All the information gathered through the online forms on this website will be used to personally identify users that subscribe to this service. The information will not be used for anything other than that which is stated in the Terms & Conditions of use for this service. None of the information will be sold or made available to any third party.

We will take or reasonable steps to protect the personal information of users.

Nandikwa Dolls may electronically collect, store and use the following personal information of users, including but not necessarily limited to:

name and surname;  
contact numbers;  
postal and physical address;  
e-mail address;

Information detailed above is not collected electronically through the use of cookies, but is voluntarily provided by the user. Cookies are, however, used in the propagation of such information through the various pages / navigation of the website.

Users may determine cookie use independently through their browser settings. A cookie is an element of data that a website can send to your browser, which cookies may include information such as login or registration identification and user preference information etc., Some browsers may be configured to alert the user when a cookie is being sent, or to refuse to accept cookies. Other websites, however, cannot be accessed unless the browser accepts cookies.

Nandikwa Dolls shall not disclose personal information of users without the user's express consent;

Nandikwa Dolls shall disclose information without the user's consent only through due legal process;  
and

Nandikwa Dolls may compile, use and share any information that does not relate to any specific individual.

If you have any questions or concerns about our privacy policy, please contact us directly.

### **Obligations of the Customer**

As a customer of Nandikwa Dolls, you must

- a) provide accurate, current and complete information at all times
- b) agree and warrant that your login username and password shall be used within this website only and not be disclosed to any third party.

**Governing Law**

This website is controlled and operated from the Republic of South Africa and therefore governed by South African law.

**Company Information**

Registration number 2011/137518/07

Members: Mmule Ramothibe

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