



**Master Florist**

## ***TERMS and CONDITIONS***

### **Use of Site**

You may only use this site to browse the content, make legitimate purchases and shall not use this site for any other purposes, including without limitation, to make any speculative, false or fraudulent purchase. This site and the content provided on this site may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. 'Deep-linking,' 'embedding' or using analogous technology is strictly prohibited. Unauthorized use of this site and/or the materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws.

### **Disclaimer of Warranty**

The contents of this site 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 site, the authors of these contents and in general anybody connected to this site in any way, from now on collectively called "Providers," assume no responsibility for errors or omissions in these contents.

The Providers further do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy, correctness or completeness of these contents. The Providers shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including - without limitation- data loss, lost revenues and lost profit) which may result from the inability to use or the correct or incorrect use, abuse, or misuse of these contents, even if the Providers have been informed of the possibilities of such damages. The Providers cannot assume any obligation or responsibility.

The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

### **Our Rights**

We reserve the right to:

1. Modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
2. Change these Conditions from time to time, and your continued use of the Website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions, then you must immediately stop using the Website.
3. We will use our reasonable endeavors to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.

## **TERMS and CONDITIONS - continue**

### **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 in the online forms on the website is used to personally identify users that subscribe to this service. The information will not be used for anything other than what is stated in the Terms & Conditions of use for this service. None of the information will be sold or made available to anyone.

The Site may collect certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the Site; the pages that you access while at the Site and the Internet address of the Website from which you linked directly to our site. This information is used to help improve the Site, analyze trends, and administer the Site.

We may need to change this policy from time to time in order to address new issues and reflect changes on our site. We will post those changes here so that you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer back to this policy regularly. If you have any questions or concerns about our privacy policy, please send us an E-mail.

By using this website, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our site. Your continued use of the website following the posting of changes to these terms will mean that you accept those changes.

### **Cookie/Tracking Technology**

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

### **Third Party Links**

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

## **TERMS and CONDITIONS - continue**

### **Product availability**

Lead time is dependent on stock availability. Should we have stock available, orders will be dispatched the same day provided payment is validated/received before 1400 hours.

Should the product not be in stock please allow 10 working days plus freight transit time. This will allow for manufacturing and delivery to our warehouse.

Every effort is made to effect shipment of your order timeously, however, unforeseen circumstances may cause delays. Should we be faced with such an occurrence, Jack Bones Jeans CC will contact you via email and provide a revised shipping schedule.

### **Delivery Policy**

#### **Delivery Terms and Conditions**

Delivery time is dependent on stock availability.

Orders will be delivered between 9 am and 5 pm weekdays and between 9 am and 1 pm on Saturdays. Should any specific delivery times be requested, please contact the shop?

Orders placed over a weekend or public holiday will be processed on the first working day after that. We do not guarantee same day deliveries unless specifically requested.

Paddy Gibb Flowers will make every effort to deliver an order timeously, but due to unforeseen circumstances, delays may occur. Should we face a delay, Paddy Gibb Flowers will contact the client via telephone or email and discuss a revised delivery schedule.

Paddy Gibb Flowers cannot be held liable for any items not delivered if the delivery details provided are incorrect.

We request the client to agree that if a recipient is not available at the given address, we can leave the order with a neighbor, co-worker and this will constitute a successful delivery. However, in most cases, we would call the client and advise of such. Should another delivery attempt be requested, then this will incur additional delivery costs.

When incorrect delivery details are given, we will not be held liable for any items not received.

When deliveries of flowers or gifts to hospital, hotels or business address cannot be delivered to the recipient, the delivery will be left at the reception and will constitute a successful delivery.

## TERMS and CONDITIONS - continue

When you click to make a purchase with us, legal obligations arise and your right to refund of monies charged to your credit card or paid in any other way agreed by us, are limited by our terms & conditions. You must not make any purchase through this site unless you understand and agree all our terms and conditions. Once payment is made for the purchase, it is deemed that you have read and understood the terms and conditions for such purchase. If you have any queries, please contact us before making any purchase for any service through this website.

### Shipping

SA counter to counter

Please ensure the correct shipping address is provided from the outset as title and risk will pass to you once the order has left our premises.

### Undeliverable packages

Occasionally packages are returned to us undeliverable. Should this event take place every Attempt will be made to contact you to make arrangements for Re-shipment.

### Order processing

Order processing will not begin until we receive a confirmed order and full payment.

## **Refunds/Returns Policy -**

### **Paddy Gibb Flowers Return, Refund & Replacement Policy**

Paddy Gibb Flowers strives to provide the best possible service and is committed to operating our business in terms of the Consumer Protection Act.

When payment has been made, your right to a refund is limited by our Terms and Conditions.

Paddy Gibb Flowers will strive to make sending flowers as fast, simple and worry free by providing the best customer service available. As a professional flower shop, it is our belief, to appreciate, understand and provide our clients with a return/refund policy guideline on how the returns/refunds are processed.

Your satisfaction remains our top priority, and if for any reason, either you or the recipient of the gift/flowers is not satisfied with any of our arrangements, we request that you contact us and we will provide an appropriate adjustment, replacement or credit depending on the particular situation.

We, however, ask that the client bears in mind, that Paddy Gibb Flowers cannot always be responsible for circumstances beyond our control. As such, when floral deliveries are delayed due to incomplete or incorrect delivery information. Or, when a recipient is not

## TERMS and CONDITIONS - continue

available to accept the delivery. Other unforeseen circumstances such as severe storm conditions, a recipient being discharged from a hospital. It is our policy in such events to reschedule delivery at a convenient time. It is important that the customer supplies accurate delivery information, including the recipient's phone number.

Flowers, plants, fruit, and edibles, such as chocolates are perishable gifts, and appropriate care is required. It is the responsibility of the recipient to follow any instructions provided. Replacements or refunds may not be possible after the items useful life, and in the case of an unexpected problem, we request that you contact us within 12 hours of delivery. Complaints must be accompanied by a photograph of the product that is the cause of the complaint to expedite the issue.

Paddy Gibb Flowers reserves the right to reject any order that we may deem fraudulent, or questionable or for when payment information from a customer cannot be verified with the correct credit card issuer.

It is always our intention to execute each order as closely as possible to the client's specifications and should certain flowers or containers, or other items are not available, reasonable substitutions may be made to expedite delivery.

Our arrangements are individually made and delivered, and if orders are canceled with a reasonable notice or upon requests, it may not be possible to cancel in some cases, especially when an order is already en route for delivery.

A delivery charge will apply if a recipient does not accept the order for whatever reason and/or if an item needs to be redelivered to an alternate address.

Paddy Gibb Flowers delivers to the Johannesburg area, Sandton Area, and in some cases to Pretoria, any other areas outside our scope will incur additional delivery charges.

Should, a client, submit a duplicate order in error, we request that you phone our shop during business hours to facilitate the necessary changes.

While it is our policy to review each order and to make every effort to confirm details, we cannot be held responsible for customer order submission errors unless we are notified timeously.

If any payment to Paddy Gibb Flowers is returned, unpaid, uncleared, reversed or otherwise not adequately paid, we reserve the right to contact the recipient to arrange for either the correct payment or the return of goods delivered.

Any questions customers may have can be directed to the owner Louis Trichardt at  
**082 316 2617**

## TERMS and CONDITIONS - continue

Should you for any reason wish to cancel your purchase, you will be liable for a 15% handling fee. You must advise us in writing of your cancellation, and any such cancellation must be signed by the person who made the original purchase. The goods must be returned to us undamaged in the original packaging within 14 calendar days.

\* Note: **PADDY GIBB CC** recommends that you use Speed Services Couriers (South African Postal Services) for all returns as it offers shipment tracking through a 24 hours customer helpline. Should you choose to use a carrier that does not offer, a tracking facility and the goods are lost then no refund or return will be considered?

International customers should make use of a courier that offers:

1. Shipment tracking.
2. Insure your package for safe return and declare the full value of the shipment failing which loss or damage will be for your account.

### Disclosure of outlet country at time of payment

South Africa  
Standard Bank

### Payment Options and Pricing

All transactions will be processed in South African Rands (ZAR).

**PADDY GIBB CC** endeavors to offer you competitive prices on current products; you're total order price will include the price of the purchase plus any **applied** sales tax and shipping charges (on the day of shipping).

**PADDY GIBB CC** reserves the right to change pricing at any time without prior notice.

Should **PADDY GIBB CC** reduce it's price on any shipped products within 10 working days of shipment, you may contact us and request a refund of the difference between the price you were charged and the reduced selling price. To receive the refund, you must contact us within 14 days of shipment.

### Credit Card

We accept MasterCard and Visa credit cards. If you do not have a credit card, please utilize one of the other payment options, or simply log off and return to the site at a later time to complete your order. All of your order details will be saved online under in the Your Account section available for use whenever you're ready! Sorry for the inconvenience.

### EFT (Electronic Fund Transfer)

One of the most widely used ways of sending money online. Once you have added enough items to your shopping cart, proceed to "Checkout" and follow the order processing instructions. Select the option to pay via EFT. You will then have to load **PADDY GIBB CC** as a beneficiary on your internet banking and use the unique order

## TERMS and CONDITIONS - continue

number in the reference line for your payment. This should ensure speedy processing and delivery of your selected products.

### **Banking Details**

Bank : Standard Bank SA  
Branch No. : The Glen 005 006  
Account Name. : **PADDY GIBB CC**  
Account No. : 200096796  
Account Type : Cheque

### **Direct Deposit**

You may pay for your products through a direct deposit. It's exactly the same as doing an EFT payment, except you'll have to go into your bank and physically make your direct deposit there. Please fax through your deposit slip to us on 086 537 7623 to ensure your payment is confirmed and order shipped as quickly as possible.

### **Banking Details**

Bank : Standard Bank  
Branch No. : 005 006  
Account Name: : Paddy Gibb cc  
Account No. : 200096796  
Account Type: : Cheque

**For more information about how to order, special order requirements and other payment options, please contact our Support Team on Fax **086 537 7623** or email **[paddygibb1@gmail.com](mailto:paddygibb1@gmail.com)****

### **Security Policy**

1. Virtual Card Services process all credit card transactions. All credit card transactions are 128-bit Secure Socket Layers (SSL) encrypted. The company registration documents and the site's registered domain name are checked and verified by Thawte, ensuring the cardholder and merchant that nobody can impersonate VCS to obtain confidential information.
2. Virtual Card Services is committed to providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. Virtual Card Services Internet servers are protected by firewalls and intrusion detection systems.
3. The Merchant does not have access to credit details.
4. Virtual Card Services continually reviews and enhances its security in line with technological changes.

### **Monitoring**

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings,

## TERMS and CONDITIONS - continue

suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

### Law

The Conditions will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

### Updating of 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. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

### Consent

I understand that all the designs and trademarks are registered to **PADDY GIBB CC** and hereby accept the terms and conditions. I undertake not to copy/duplicate the trademarks and designs directly or indirectly in anyway and understand the legal implications thereof. Should I be found to be in violation of this agreement, I understand that I will be held liable for all legal costs incurred by **PADDY GIBB CC** for any civil action or any legal action deemed necessary against me.

### Contact Details

ADDRESS: 16 7<sup>th</sup> Avenue, Parktown North. Johannesburg

PO Box 1078, Saxonwold, 1078

EMAIL: [info@paddtgibb.co.za](mailto:info@paddtgibb.co.za) or [paddygibb1@gmail.com](mailto:paddygibb1@gmail.com)

TEL: (011)442-7733 or (011)442-6351

FAX: 086 537 7623

A copy of the ECT Act is available at <http://www.polity.org.za/pol/acts/2002>.