

## TERMS AND CONDITIONS

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### 1. INTRODUCTION

1.1 [www.tailorninaaprons.com](http://www.tailorninaaprons.com) ("the Website" or "us" or "we") is an online shopping facility which enables shoppers to purchase a selection of high-quality items ("the Products") online. Visitors to the

Website are welcome, but in order to shop online with us, shoppers ("you") must be a registered shopper with the Website.

1.2 The Website is owned and run by Nosizwe Concepts (Pty) Ltd, T/A Tailor Nina Aprons Registration number 2021/359961/07, a company incorporated in the Republic of South Africa and trading as [www.tailorninaaprons.com](http://www.tailorninaaprons.com)

1.3 In accordance with section 43 of the Electronic Communication and Transactions Act 25 of 2002 ("the ECTA"), our information is set out below:

- (a) Company Name: Nosizwe Concept (Pty) Ltd
- (b) Registration number: 2021/359961/07
- (c) Main business: Online retailer
- (d) Registered address: 92A Peter Mokaba rd Durban
- (e) Address for notices: as set out in clause 10.1 below
- (f) Telephone number: 0609124018
- (g) Director: Janine Fourie
- (h) Website: [www.tailorninaaprons.com](http://www.tailorninaaprons.com)
- (i) Email address: [tailormadenina@gmail.com](mailto:tailormadenina@gmail.com)

### 2. TERMS AND CONDITIONS

2.1 The terms and conditions set out herein govern the supply by us of any Products ordered by you via the Website and by registering and/or ordering Products via the Website, you agree to be legally bound by such Terms and Conditions.

2.2 We reserve the right to amend the Terms and Conditions at any time. All amendments to the Terms and Conditions will be uploaded to the Website. Prior to submitting an Order to us, you must

ensure that you are familiar with the current Terms and Conditions which may have been amended since the date of your registration with the Website. Use of the Website will be deemed to constitute acceptance of the amended Terms and Conditions.

2.3 Clause headings shall not be used in the interpretation of this agreement.

2.4 Unless the context clearly indicates the contrary intention, words importing the singular number shall include the plural and vice versa, and words importing any gender shall include the other genders, and words importing persons shall include corporate bodies and vice versa.

2.5 Time periods expressed in terms of days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

2.6 If any definition contains a provision having substantive effect, it shall be given effect to as such.

2.7 The following expressions shall have the meanings set out against them:

(a) "Account" means the account referred to in clause 1.1 for you to conduct online shopping via our site;

(b) "Application for Registration" means the application process for registration as a shopper with the Website;

(c) "Business Day" means any other day than a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa;

(d) "Confirmation of Acceptance of Order" means Our written confirmation to You via email of Our receipt of Your Order and acceptance thereof;

(e) "Customer" means you;

(f) "Order" means an electronic transaction and order submitted by you to purchase a Product from us;

(g) "Terms and Conditions" means the terms and conditions applicable to your Orders.

2.8 The Terms and Conditions are subject to copyright and the use thereof by any person, whether natural or juristic without our prior written consent is prohibited.

2.9 No terms or conditions submitted by you shall apply to any purchase or Order via the Website

unless expressly accepted in writing by us prior to Confirmation of Acceptance of Order having been despatched.

### 3. PURCHASE PROCESS

#### Registration

3.1 To place an Order with us you must be registered on the Website. Please follow the registration process as directed on the Website.

3.2 We reserve the right to cancel your registration with our Website at any time for any reason whatsoever and will immediately do so in the event of any suspected fraud other improper conduct by you in respect of your account with us.

3.3 You acknowledge that it is vital for the protection of the integrity of our data and the Website that your user name and password be for your personal use only and shall not be knowingly disclosed to any third party for their or anyone else's use.

#### Placing your Order

3.4 Place your order as directed on the Website. You will be directed to the checkout which is the step where your order, pricing and delivery information (estimated delivery date and delivery fee) will be confirmed. Prior to final submission of the Order the price payable together with any delivery or other charges payable including Vat will be itemised and confirmed for you.

3.5 You will have an opportunity to review the Order, correct any mistakes and withdraw from the Order before finally submission of the Order. It is your responsibility to ensure that your Order is accurate. If you discover that your Order is incorrect, please contact [tailormadenina@gmail.com](mailto:tailormadenina@gmail.com). We will have no obligation to assist to rectify your error, but may in our sole discretion determine whether or not to assist.

3.6 Final submission of the Order constitutes an offer to purchase and you will be entitled to revoke such offer at any time prior to despatch by Us of the Confirmation of Acceptance of Order, which will constitute acceptance of Your offer. We will have the right to decline to accept any Order for any reason whatsoever and shall not be obliged to supply the Products listed in your Order prior to despatch by Us of the Confirmation of Acceptance of Order. Any correspondence from us that does

not state "Confirmation of Acceptance of Order" will not constitute confirmation of your Order. For the sake of clarity, an acknowledgement of receipt confirming the details of your Order will be sent to you prior to the Confirmation of Acceptance of Order.

3.7 A legally binding agreement shall be concluded upon despatch of the Confirmation of Acceptance of Order to you via email. The Confirmation of Acceptance of Order will confirm that we accept the Order, receipt of payment, delivery information and estimated date of delivery and provide you with an invoice.

#### Payment

3.8 When submitting the Order, you will be given two payment options, payment via credit card / yoco or by EFT:

(a) EFT payments must be made directly into our bank account within 48 (forty eight) hours of despatch of the Confirmation of Acceptance of the Order, the details of which will be provided to you in the ordering process. Your order number must be used as the payment reference to enable us to track your payment and to avoid delays. We cannot be held responsible for any delays arising from an incorrect reference being used on an EFT payment.

(b) We utilise the services of yoco as our agent for processing credit card payments. Their contact details and terms and conditions can be viewed at the following link

<https://www.yoco.co.za/za/terms/>

3.9 Your Order will not be processed until we have received cleared payment in full for the Order.

3.10 You warrant that you are the duly authorised user of any credit card, the details of which you use to submit payment for any Order and that the account or card used has sufficient funds to pay the Order cost referred to in 3.4 above in full. You indemnify us against any claims whatsoever regarding fraudulent use of a credit card or bank account details for the purchase of Products via the Website.

#### Delivery

3.11 The delivery fee payable for the Products will be specified in the order process and set out in your Confirmation of Acceptance of Order. Except where the Products have not be despatched for

delivery, delivery fees are not refundable.

3.12 You will be asked to provide a physical address for the place of delivery of your Order during the ordering processes. Deliveries will be made within the Republic of South Africa, Monday to Friday

between 08h00 and 17h00 and it is your responsibility to ensure that someone will be available to accept and sign for delivery of your Order. If no one is available to accept delivery of the Products at your physical address, our courier may leave you a notice advising of the attempted delivery and requesting you to contact the courier for delivery arrangements. It will be your responsibility to contact the courier.

3.13 We will endeavour to deliver the Products to you at your requested place of delivery within the time period specified for each Product and confirmed by us in the Confirmation of Acceptance of Order. The Products will only be despatched for delivery once full payment for such Products has been received by us and we have despatched Our Confirmation of Acceptance of Order.

3.14 In the event that we anticipate that we will not meet our estimated delivery date, we will notify you as soon as is practically possible.

3.15 If it is not possible for us to deliver your Order to the physical address specified on submission of your Order, we will notify you as soon as possible and request an alternative physical address for such delivery. If no other address is suitable, your Order will be cancelled and any money due to be refunded to you, will be refunded to you as soon as possible.

3.16 While we will make every effort to ensure that the Products are delivered within the advised time frame, We will not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery of the Products to you.

3.17 A delivery note signed by you or by any person purporting to sign on your behalf, or pin number provided by anyone

else at the agreed place of delivery, shall be proof (until the contrary is proved) of the delivery of Products listed thereon, in good condition and as ordered by you. In the event of incorrect supply of Products or different Products from what was ordered, the delivery note must be endorsed by you accordingly and immediately.

3.18 Any Products delivered to you in error will only be considered for return by the Company provided that such Products are undamaged, have not been tampered with in any way and are not defaced in any way.

3.19 Risk in and to the Products shall pass to you upon delivery of the Products to you. If you are in breach of your obligations in terms of the Terms and Conditions, risk shall pass on the date on which delivery would have occurred but for your breach. On passing of risk, any responsibility for loss or destruction of the Products shall lie with you.

#### 4. CANCELLATION & REFUNDS

##### Your Cancellation

4.1 You will be entitled to cancel your Standard Orders on written notice to us at any time prior to despatch of

the Confirmation of Acceptance of Order without payment of a cancellation fee. This does not include branded items or uniforms.

We will refund any sum due to be returned to you within 7 working days of receipt of the written notice by us of such cancellation.

4.2 Where the Product has been delivered and received in good order and condition, you will be entitled to cancel your order without payment of a cancellation fee within 30 (thirty) days of delivery of the Products and provided the Product is unopened and in its original packaging, to claim a refund of money paid in respect of the Products. Any such refund will be paid within 30 (thirty) days of the date of cancellation.

4.3 If delivery is not received within the specified delivery time frame, and such failure is not due to fault on your part, you may cancel the Order and provided the Product is unopened and in its original packaging, to claim a refund of money paid in respect of the Products. Any such refund will be paid within 30 (thirty) days of the date of cancellation.

4.4 Subject to applicable legislation in particular circumstances, not all cancellations or returns will be approved and may be approved or denied at our discretion based on the particular circumstances. All uniforms will incur a 15 % handling fee when returned or exchanged. No branded or custom items can be returned

## Our Cancellation

4.5 We will be entitled to refuse to accept or process any Order and/or to cancel any Order at any time, in whole or in part, on written notice to you in the following circumstances:

- (a) unavailability of the product/s for any reason whatsoever; or
- (b) suspected fraudulent conduct in respect of the Order in which event, we will refund any monies due to be returned to you within 48 (forty eight) hours of written notice to you of such cancellation.

4.6 If you are responsible for delay in delivery of the Product then we may on written notice to you cancel the Order with immediate effect and charge you a reasonable fee to recover necessary costs we may have incurred in respect of the failed delivery and cancelled Order. The money paid by you in respect of the Order will be refunded to you less any such fee charged by us to recover costs incurred by us as a result of the cancelled Order.

## 5. PRODUCTS & CONSUMER PROTECTION ACT

5.1 We have limited availability of stock on offer via our Website. If we are unable to supply you with the Products as ordered, we will advise you in writing and refund the purchase price of the unavailable Product to you within 48 (forty eight) hours of such notice having been sent to you.

5.2 You acknowledge that it is your responsibility to ensure that the Products delivered are correct as ordered and suitable for their purported and general use. We shall take reasonable care to ensure the correctness of supply, but limit our responsibility to the replacement, repair, credit or return of defective or incorrect supply at our discretion and in terms of any applicable provisions of the CPA.

5.3 We give no warranties in respect of the Products. However, should the CPA apply to the Order, we give only the following warranties in respect of the Products:

- (a) We have title to the Products and the unencumbered right to sell the Products;
- (b) Unless otherwise agreed in writing, we will at our sole discretion and expense replace or repair any Products sold by us, on a return basis only, within a reasonable time, if you notify us in writing of any defects in respect of the Products within 6 (six) months from the date of sale and such Products are determined by us on a good faith inspection thereof, to be defective in respect of materials and/or workmanship. We will not be liable to compensate you for any damages sustained by you

whilst the Products are being repaired, nor shall we be liable for any other damages, including consequential damages, relating to the replacement or repair of the Products.

(c) In addition and concurrent to the warranty given in (b) above, the Products are supplied with a six month warranty of quality against defects, within the meaning of the CPA.

5.4 Notwithstanding the provisions of clause 5.3 above:

(a) Unless you have specifically informed us of the intended use of the Products, we do not warrant that the Products will be fit for the purpose that you intend using the Products;

(b) if any defect in the Products, or the components of the Products, relates to alterations contrary to the instructions or after leaving our control, we will not be liable for those defects, including in respect of any possible liability in terms of the implied warranty of quality contained in the CPA;

(c) any warranty provided by us will cease to apply if any material information provided by you, specifically insofar as the intended use of the Products is concerned, is incomplete or incorrect or if there is any material change in operating conditions or any misuse, abuse or material neglect of the Products by you.

5.5 Should the CPA apply to the Order, nothing in the Terms and Conditions is intended to or must be understood to unlawfully restrict, limit or avoid your rights or our obligations under sections 54, 55, and 56 of the CPA, which are admitted only to the minimum possible extent. Unless the contrary is stated elsewhere in the Terms and Conditions, the Customer shall have no rights in respect of quality of service, safe & good quality goods or implied warranty of quality beyond those explicitly stated in the aforementioned sections.

5.6 We shall provide you with the Products in an undamaged condition and in conformity with the latest information published on our Website at the time of your order.

## 6. LIMITATION OF LIABILITY

6.1 The limitation of liability set out below does not limit any of our obligations or potential liability to you in terms of the Consumer Protection Act 68 of 2008 ("the CPA") in respect of products sold via the Website or our obligations to ensure that the payment systems used are secure as provided for in the Electronic Communications Act 25 of 2002 ("the ECTA").



6.2 You indemnify us, our representatives and/or agents against liability for any loss or damage of any kind that may arise whatsoever from the use of, including inability to use the Website and/or any refusal by us to accept an Order from You.

6.3 While we make every effort to ensure the accuracy of the content of the Website, we do not guarantee that the Website content is free from errors or omissions or that the Website will be fully functional and operational at all times. Please advise us if you encounter difficulties with the Website to enable us to rectify any issues.

6.4 We confirm that your use of the Website is on a voetstoets basis and that it is your responsibility to make the necessary enquiries to determine whether or not the Website will be suitable for your purposes.

6.5 Nothing on the Website should be regarded as constituting professional advice and we cannot be responsible for any actions you or others take based on the content of our Website. You should seek independent professional advice where necessary.

6.6 We shall not be liable to you for any breach or delay in the full fulfillment of your Order, arising out of any cause beyond our reasonable control, whether or not such incident could have been foreseen. For the sake of clarity, these would include inter alia, natural disasters and unavoidable incidents, actions of third parties, insurrection, riot, civil commotion, war, hostilities, warlike operations, national emergencies, terrorism, piracy, arrests, restraints or detentions of any competent authority, strikes or combinations or lock-out of workmen, epidemic, fire, explosion, mechanical breakdown, third party software, failure or problems with public utility supplies (including electrical, telecoms or Internet failure) regardless of whether the circumstances in question could have been foreseen.

## 7. DISPUTES

Except in the event that urgent or interim relief is required to be sought from a court having the necessary jurisdiction, should a dispute arise between the parties, that cannot be resolved by negotiation by the parties, the dispute shall be submitted to arbitration. Any arbitration arising out of the Terms of Conditions shall be confidential and shall be conducted in accordance with the

expedited rules stipulated by the Arbitration Foundation of South Africa which rules can be downloaded from [www.arbitration.co.za/download/expedited\\_rules.pdf](http://www.arbitration.co.za/download/expedited_rules.pdf).

## 8. VOUCHERS AND PROMOTIONAL COUPONS

8.1 Terms and conditions applicable for the use of vouchers and promotional coupons will be set out on the voucher or promotional coupon and will stipulate the period of validity, products it may be used to purchase and whether it may be used together with any other voucher or promotional coupon.

8.2 We may, from time to time, email vouchers and or promotional coupons to registered users or non-users of the Website. We do accept any liability for non-delivery of any such voucher or promotional coupon to you and you shall have no claim against us for any voucher or promotional coupon that you do not receive.

8.3 You will not be entitled to claim any refund, whether in part or whole, from us or any other amount in respect of any voucher and or promotional coupon, which shall not have a cash value.

## 9. ELECTRONIC COMMUNICATION

When registering for an account with the Website, sending an email to us or signing up for any correspondence or communication with us, you acknowledge that you are agreeing to receive electronic communication from us. If you no longer wish to receive such communication please advise us in [tailormadenina@gmail.com](mailto:tailormadenina@gmail.com)

## 10. NOTICES

10.1 We elect as our address for all purposes regarding the Terms and Conditions, the following address:

92A Peter Mokaba Road

A copy of any correspondence sent to our address above, must also be sent to our email address [tailormadenina@gmail.com](mailto:tailormadenina@gmail.com)

## 11. PRIVACY AND PERSONAL INFORMATION

11.1 We are required by law to protect your personal information and will not disclose such information to third parties without your prior written consent or as directed by a court. Protection

of your privacy is important to us and we undertake to delete or destroy all personal information that has become obsolete.

11.2 You confirm that you have supplied us with the following information and which we are authorised to gather and store:

(a) Name and surname

(b) Date of birth

(c) Sex

(d) Citizenship

(e) Nearest city

(f) Email address

(g) IP address

(h) Identity number

11.3 We confirm that we are entitled to request, collect, collate, process, store and use the above information for interaction with you relating to the Website, including promotions and specials and marketing from us, to verify your information when processing Orders and to ensure delivery of Products to you. We are also entitled to compile profiles for statistical purposes and may freely trade with such profiles and statistical data, provided the profiles or statistical data cannot be linked to any specific person by a third party.

11.4 If you do not wish to receive direct marketing or advertising from the Website, or have any queries regarding our privacy policy please contact us by email at [tailormadenina@gmail.com](mailto:tailormadenina@gmail.com).

11.5 You hereby expressly confirm that we may give your personal information to our courier to enable delivery of the Products and to yoco payment

## 12. INTELLECTUAL PROPERTY

12.1 All content, trademarks and data on the Website, including but not limited to software, databases, text, graphics, icons, links, private information, designs and agreements are our property, or are being used by us

with permission of the owner thereof and are protected by local and international legislation and

agreements.

12.2 Any copyright relating to the Website, including our Terms and Conditions is held by us and you may only view and print content from the Website for private and non-commercial purposes. Any enquiries regarding the use of content on the Website for non-private or commercial purposes must be addressed to [tailormadenina@gmail.com](mailto:tailormadenina@gmail.com).

12.3 In addition to the a foregoing, no person, whether natural or juristic, or website may be linked to any page on the Website without our prior written consent.

### 13. GENERAL

#### Applicable Law

13.1 The Website has been created, is controlled, maintained and run in the Republic of South Africa. It is therefore governed by South African legislation and the Terms and Conditions.

13.2 The parties consent to the jurisdiction of the Magistrates' Court notwithstanding the fact that such action or proceedings may be beyond the jurisdiction of such Court and this clause will be regarded as constituting the necessary written consent granting jurisdiction to the Magistrate's Court in terms of Section 45 of the Magistrates' Court Act 1944, as amended. Notwithstanding the a foregoing, the Company shall be entitled, but not obliged, to bring any action or proceeding in any other Court.

#### Severability

13.3 Each and every term of the terms and conditions must be read as separable from the other Terms and Conditions. Should any court or qualified authority find that any of the terms are invalid or unenforceable, the other terms and conditions will remain valid and enforceable, despite any invalidity or unenforceability of an individual term.

#### Non-Waiver

13.4 The failure of either party to require performance of any provision of the Terms and Conditions at any time, shall not affect the right of such party to require performance of that provision or of any other provision in the future. No waiver by either party with respect to a breach of any provision of the Terms and Conditions shall be construed as a waiver with respect to any continuing or

subsequent breach of that provision, or as a waiver of any other right in the Terms and Conditions.

#### Termination

13.5 The Terms and Conditions are effective from the date on which they are published on the Website. We reserve the right to terminate these Terms and Conditions or the Website at any time.

In the event that we terminate the Website, we will nonetheless be bound to perform our obligations to you in accordance with these Terms and Conditions in respect of any Accepted Orders still being processed at that time.

13.6 We reserve the right to terminate or suspend your registration with the Website in the event of a breach by you of any of the Terms and Conditions and your continued breach after 5 (five) working days of receipt of written notice from us, notifying you of such breach.

#### Records

13.7 We will retain records of each transaction you conclude with us for a period of 12 (twelve) months from the date of Confirmation of Acceptance of the Order to which you will have access for such period of time. Thereafter you must retain such records as you wish at your discretion.

#### Cession and Assignment

13.8 You shall not cede or assign or in any other manner transfer any of your rights or obligations under the Terms and Conditions without our prior written consent, which consent shall not unreasonably be withheld.

#### Legislation

13.9 The Terms and Conditions are subject to, inter alia, the provisions of the ECTA and the CPA and any of the terms that are in conflict with any of the compulsory provisions of the ECTA or the CPA will be deemed to have been amended so as to comply with such provisions of the aforementioned legislation.

#### Advertising

13.10 We will make every effort to ensure that we comply with any relevant regulations relating to the Website and Website content as published by the Advertising Standards Authority. Pictures or photography may be used for illustrative purposes only and we do not guarantee that we will have

stock of particular items illustrated on our Website.