

**Last modified: 25 September 2019**

**Please take a moment to read these online shopping terms and conditions (“Online Shopping Terms”) to understand how they apply to your online purchase of any products or services. Use of our Services is also subject to additional Terms & Conditions, which apply to online purchases.**

If you have any questions regarding our Services, the Online Shopping Terms, products or services, please email [info@freesweet.co.za](mailto:info@freesweet.co.za).

#### **Online Registration**

You are required to register with us before placing your first order online. Please click on [Register](#) to complete the registration form. Registration and/or use of our online shopping services constitutes your acceptance and agreement to be bound by these and the Terms & Conditions of our Services.

To register you will be required to provide certain personal information including personal and payment card details, as well as an email address and password. Please keep your personal information secure. **We accept no liability for any damages suffered or losses incurred from the unauthorised use of your personal information.** You will be required to enter your email address and password each time you visit our online shopping site. To amend any of your details, please go to “My Account”.

#### **Product Sales and Availability**

All products displayed on our website, mobi site and apps are subject to availability and will be delivered only within the Republic of South Africa to areas where we deliver. All prices shown on our website, mobi site or apps are quoted in South African Rands and are valid and effective only in the Republic of South Africa. We reserve the right to discontinue or change the specifications of our products and services from time to time without notice. We will inform you as soon as possible if any products or services ordered by you are not available.

#### **Colours**

We have made every effort to display as accurately as possible the colours of the products that appear on our website, mobi site and apps. However, as the actual colours you see will depend on the device that you use to access our website, mobi site and apps, we cannot warrant that your device’s display of any colour will be accurate.

#### **Content Errors**

We regret that no order will be accepted if we identify a material error in the description of any of our goods or services or their prices on our website, mobi site and/or apps. Packaging may vary from that shown on our website, mobi site and apps.

#### **Gift cards**

Gift cards may be purchased online and are subject to their own terms and conditions. No refunds are permitted.

**The use of this Gift card constitutes acceptance of the following terms and conditions.**

- This card is only exchangeable for merchandise and may not be refunded or redeemed for cash.
- This card may not be redeemed against purchases made at Freesweet
- This card is valid for 12 months from the date of purchase.
- This card may not be used to make payments into any Freesweet account
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#### **Pricing**

You will be charged the prices that are reflected on our website, mobi site and/or apps, subject to availability and delivery address. Prices and promotions may vary depending on whether you have access to our Services via our website, mobi site or apps. Certain products are variable/random mass items. The average mass of such products may be indicated online as a guide to the cost; you will be charged slightly more or less, depending on

the actual weight of the product delivered to you. The prices include Value-Added Tax. Special promotions may be subject to certain conditions, including stock availability and limited offer stipulations. Special promotions apply only to items on your original order (i.e. not on items which are added after the order was placed).

A delivery fee will be charged for each order you place. Please visit [Frequently Asked Questions \(FAQs\)](#) for more information.

### **Payment**

When you place your order, funds equal to the total value of your order will be reserved against the card you are paying with during the checkout process. To allow for any possible product substitutions, payment will only be effected once your order is ready for delivery.

By submitting your order, identity number and payment card details you warrant that you are authorised to make payment with the payment card and that there are sufficient funds available to pay for the order.

Freesweet gift cards may be used to make purchases online.

### **Stock Availability**

We cannot always guarantee stock availability and will deliver a substitute product, if possible, where you have authorised us to do so. If we are unable to supply certain items or quantities ordered, you nevertheless agree to accept delivery and make payment for the items delivered.

### **Confirmation of Orders**

Your offer is deemed to be accepted when you receive an order confirmation.

### **Delivery**

Deliveries are made Monday to Friday, please contact the [info@freesweet.co.za](mailto:info@freesweet.co.za) for details.

In general, items are available for 1-5 Day delivery.

On delivery, you will receive our delivery note showing a summary of the items delivered. You will receive by email a detailed tax invoice showing the product price details, the delivery fees, Value-Added Tax and the amount debited from your payment card. You or your authorised representative will be asked to sign a duplicate copy of the delivery note to confirm receipt. For verification purposes, the person accepting delivery at the delivery address may be required to produce a form of identification. Any person other than yourself who receives the products at the delivery address is presumed to be authorised to accept delivery on your behalf.

Should no-one be in attendance at the time of delivery, the driver will keep the products and leave a notice. The driver will try to contact you to make new arrangements for delivery or collection. We reserve the right to charge an additional delivery fee should it be required. **Our liability for any delay in delivery is limited to re-delivery at a later agreed time at no additional charge.**

We have outsourced all delivery and collection arrangements to third party service providers. **Accordingly, we cannot, to the extent permitted by law, be liable for any loss or damage caused by them.**

### **Returns & Refunds**

If you are for any reason dissatisfied with any item purchased online, you may return it to any Freesweet store within 30 days of purchase for a full refund, replacement or exchange, provided you have the original tax invoice, and it is in a saleable condition. Should you not have an invoice, we will be happy to exchange your purchase at the current system price

### **Cancellation**

If for any reason you would like to cancel an order this may be done by visiting "Your Orders" on our website, mobi site or apps or by contacting our Customer Services Centre on [info@freesweet.co.za](mailto:info@freesweet.co.za). You will only be able to cancel orders until midnight on the day prior to the date of delivery. We may debit your payment card for the delivery fees in respect of any late cancellations. If you cancel your payment for any reason or if your payment card should cease to be valid for whatever reason, you will remain liable for the full purchase price, including all related costs. We reserve the right to cancel any sale and/or your registration in the event of a breach of any of these or the General Terms.

**Risk and Ownership**

Risk in the products shall pass to you or your authorised representative on delivery. We will retain ownership of the products until payment is received in full.

**Return and Refunds policy**

The provision of goods and services by Freesweet is subject to availability. In cases of unavailability, Freesweet will refund the client in full within 30 days. Cancellation of orders by the client will attract a 15 % administration fee.

(If appropriate – provide details of your policy regarding damaged goods. Also mention guarantees, warranties, etc.)

**Customer Privacy policy**

Freesweet shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal

information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: [http://www.polity.org.za/attachment.php?aa\\_id=3569](http://www.polity.org.za/attachment.php?aa_id=3569) .

**Payment options accepted**

Payment may be made via Visa and MasterCard.

**Card acquiring and security**

Card transactions will be acquired for Freesweet via PayGate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may go to [www.paygate.co.za](http://www.paygate.co.za) to view their security certificate and security policy.

**Customer details separate from card details**

Customer details will be stored by Freesweet separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to [www.paygate.co.za](http://www.paygate.co.za).

**Merchant Outlet country and transaction currency**

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

**Responsibility**

Freesweet takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.