

## **Terms and conditions**

These terms and conditions are the contract between you and The South African Spaza Shop Ltd (“us”, “we”, etc). By visiting or using Our Website “southafricanshop.uk”, you agree to be bound by them.

We are The South African Spaza Shop, a company registered in The United Kingdom, number 11819024. Our physical address is Unit 10 Woodside Business Park, Woodside Road, South Marston, Wiltshire, SN34WA.

You are: Anyone who uses Our Website.

Kindly read these terms & conditions carefully. By accessing and utilizing southafricanshop.uk on the internet “Website” or any mobile app you are agreeing to the terms and conditions that appear below. This includes additional terms and conditions contained in hyperlinks from our site to any of our partners, payment gateways, merchants, and carriers. These Terms of Service apply to all users of the site.

We reserve the right to amend and vary any part of our Terms and Conditions occasionally. If you use southafricanshop.uk and / or purchase products after we have published any changes you will be bound by those changes, you should check prior to each use or order to ensure that you understand our current Terms and Conditions.

You must be 18 years of age or older to use our website. By agreeing to these Terms of Service, you represent that you are at least 18 years of age or older.

Please read this agreement carefully, if you do not agree with it, you should leave our Website immediately.

### **The terms and conditions:**

## **1. Definitions**

In this agreement:

|           |                                                                                                             |
|-----------|-------------------------------------------------------------------------------------------------------------|
| “Carrier” | means any person or business contracted by us to carry Goods from us to you.                                |
| “Content” | means any content in any form published on Our Website by us or any third party with our consent.           |
| “Goods”   | means any of the goods we offer for sale on Our Website, or, if the context requires, goods we sell to you. |

|               |                                                                                                                                                                                                              |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Products"    | means any of the Products we offer for sale on Our Website, or, if the context requires, products we sell to you.                                                                                            |
| "Our Website" | means any website of ours and includes all web pages and social media controlled by us inclusive of mobile app's.                                                                                            |
| "Post"        | means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on to Our Website, and the phrases "Posted" and "Posting" shall be interpreted accordingly. |
| "App"         | means application software designed to run on a mobile device.                                                                                                                                               |

## 2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. a reference to a person is a reference to one or more individuals, whether or not formally in partnership, or to a corporation, government body, or other association or organisation.
- 2.2. these terms and conditions apply to all supplies of Goods by us to any customer. They prevail over any terms proposed by you.
- 2.3. any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.
- 2.4. except where stated otherwise, any obligation of any person arising from this agreement may be performed by any other person;
- 2.5. in this agreement references to a party include references to a person to whom those rights and obligations are transferred or passed as a result of a merger, division, reconstruction or other re-organisation involving that party.
- 2.6. the headings to the paragraphs and schedules (if any) to this agreement do not affect the interpretation;
- 2.7. a reference to an act or regulation includes new law of substantially the same intent as that act or regulation.

- 2.8. in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified party, such cost calculated £75 per hour.
- 2.9. these terms and conditions apply in any event to you as a buyer or prospective buyer of our Goods and so far as the context allows, to you as a visitor to Our Website.
- 2.10. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

### **3. PRODUCT BEST BEFORE DATE GUARANTEE**

- 3.1. Our pickers and packers will do their best to choose the freshest products with the longest Best Before and expiry dates for you.
- 3.2. We guarantee that you will receive our products with a certain minimum amount of day's before reaching Best Before or use by dates. As most of our goods are imported they will have shorter life span than when purchasing in the country of manufacture. We do guarantee that all products will have a minimum of 7 days date stamped on the product from the day after the product is delivered to you.
- 3.3. We operate on standard industry norms for Grocery stores, whereby we sell products up and till their Best Before Dates.
- 3.4. As most goods are imported, we cannot guarantee you will receive products with dates more than 7 days before date stamp. No claims or refunds will be entertained on any product received if it has more than the 7 days expiry. Please bear this in mind when ordering in bulk.
- 3.5. Due to the vast amount of stock we carry there may on occasion be an instance where the Best Before Date has not been met for a product. In such a situation, we will refund the price of any affected products provided that you notify us accordingly in terms of our refund terms and conditions.

## **4. Our contract and acceptance of your order**

- 4.1. This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties.
- 4.2. Each party acknowledges that, in entering into this agreement, the party does not rely on any representation, warranty, information or document or other term not forming part of this agreement.
- 4.3. Orders with alcoholic beverages are restricted by English Law and must be ordered by a person aged 18 years or older. Delivery and acceptance of Alcohol can only be to persons over the age of 18 years of age. By ordering alcohol, you undertake you are 18 years of age or older.
- 4.4. If you use Our Website in any way and make an order on behalf of another person you warrant that you have full authority to do so and you accept personal responsibility for every act or omission by you.
- 4.5. Because we rely on our suppliers, we do not guarantee that Goods advertised on Our Website are available. We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Goods.
- 4.6. The price of Goods may be changed by us at any time. We will never change a price so as to affect the price charged to you at the time when you buy those Goods.
- 4.7. If in future, you buy Goods from us under any arrangement which does not involve your payment via Our Website; these terms still apply so far as they can be applied.
- 4.8. We do not sell our Goods in all countries and or areas. We may refuse to deliver the Goods if you live in a country or area we do not serve, and we reserve the right to restrict our deliveries to certain areas.
- 4.9. We reserve the right to suspend or close your account at our sole discretion.

## **5. Third Party Links**

- 5.1. Our Site may include links to other websites or material which are beyond our control. We are not responsible in any way for content or hyperlinks outside our Site. If you have questions in this regard kindly contact the host of the link directly.

## **6. Acceptance of your order**

- 6.1. Your order is an offer to buy from us. Nothing that we do or say will amount to any acceptance of that offer until we actually dispatch the Goods to you. At any point up until then, we may decline to supply the Goods to you without giving any reason.

AND

- 6.2. At any time before the Goods are despatched, we may decline to supply the Goods to you without giving any reason.
- 6.3. Any orders that have not been amended or cancelled by time of dispatch cannot be amended or cancelled and will be delivered by our carrier.
- 6.4. An Order Confirmation from us does not constitute our acceptance of your order. Acceptance of your order and formation of the contract will only take place when we despatch your order to you.
- 6.5. All our products are subject to availability, and we may limit or reduce the quantities of products supplied to you.
- 6.6. If we do not have all of the Goods you order in stock, we may offer you alternatives. If this happens you may:
  - 6.6.1 accept the alternatives we offer;
  - 6.6.2 cancel all or part of your order.

## **7. Price and payment**

- 7.1. The price payable for the Goods that you order is clearly set out on Our Website.
- 7.2. It is possible that the price may have increased from that posted on Our Website. If that happens, we will not despatch the Goods until you have confirmed that you wish to buy at the new price.
- 7.3. Prices include UK value added tax ("VAT"). If you show by your delivery address that you reside outside the United Kingdom, VAT will be deducted at the payment point.

- 7.4. If the item you order is available in parts, you must pay us the full price of your order before we will send any part of it.
- 7.5. Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than pounds Sterling will be borne by you.
- 7.6. Any information given by us in relation to exchange rates are approximate only and may vary from time to time.
- 7.7. If, by mistake, we have incorrectly under-priced Goods, we will not be liable to supply those Goods to you at the stated price. If a product's correct price is higher than the price stated on our Website, we will generally cancel your order for the incorrectly priced product and notify you before we dispatch your goods.
- 7.8. We reserve the right to amend the terms of special offers, or withdraw at any time without notice.
- 7.9. We reserve the right to offer at our sole discretion different special offers and pricing to different customers and different geographical zones.
- 7.10. The price of the Goods does not include the delivery charge which will be charged at the rates applicable at the date you place your order, and which will be displayed on a page of Our Website before we ask you to pay.
- 7.11. If we owe you money (for this or any other reason), we will credit your credit or debit card as soon as reasonably practicable but, in any event, no later than 14 days from the date when we accept that repayment is due.
- 7.12. Title to the goods pass to you once we have received payment in full.

## **8. Security of your credit card**

We take care to make Our Website safe for you to use.

- 8.1. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.

## 9. Cancellation and refunds

This and the following paragraph apply if you buy as a consumer as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the “Regulations”). Provided the Regulations apply to the transaction concerned, then the following terms apply to the contract.

- 9.1. We now inform you that information relating to all aspects of our Goods is not in this document but in our marketing material, whether that is in the medium of Our Website or in hard copy.
- 9.2. The following rules apply to cancellation of your order in terms of non-perishable items and non-Best Before Items (Chilled & Frozen Goods and Food Items):
  - 9.2.1 If you have ordered Goods, but they have not been dispatched, you may cancel your order without giving a reason, at any time within 14 days of your order. You will have no obligation and we will return your money.
  - 9.2.2 If you have ordered Goods, and received them, you may cancel your order at any time within 14 days of the date you received them. You must tell us that you wish to cancel. You must also send the Goods back to us within that same 14-day period after notification.
  - 9.2.3 We will return your money subject to the following conditions:
    - 9.2.3.1 We receive the Goods in a condition in which we can re-sell them at full price, in new condition, with labels and packaging intact. The product must clearly be sealed or unopened, in a sellable condition, and returned as sold in its original, undamaged packaging, with all original tags attached if applicable.
    - 9.2.3.2 you comply with our procedure for returns and refunds. We cannot return your money unless we know who sent them.
- 9.3. You are responsible for the cost of returning the Goods.
- 9.4. We do not refund shipping costs and have no obligation to refund you shipping costs on the order. It will be for your cost to ship and re pack the goods to our physical address.

- 9.5. In any of the above scenarios, we will return your money for the goods within 14 days after receiving the goods back in re-sellable condition. Please allow 3 to 5 working days for the refund to reflect in your account, generally it will be refunded in the same manner as payment was made.
- 9.6. The option to cancel your order is not available if:
- 9.6.1 you purchase sealed goods which relate to health or hygiene, and they become unsealed after delivery, or cannot be re-sold for some other reason;
  - 9.6.2 they are a hard medium for a product in soft copy, which comes to you sealed and is returned to us unsealed;
  - 9.6.3 the Goods are somehow mixed with other goods so that we cannot identify or easily separate them.
- 9.7. The option to cancel your order is not available once dispatched or collected if the items are of a perishable nature including Food items with Best Before Dates. We do not accept returns for chilled and frozen products and or Best Before Dated items if you have changed your mind after dispatch or collection.

## 10. Delivery and pick up / collection.

- 10.1. All deliveries are for in person delivery or specified safe place by you. We do not offer a drop and go delivery service. **Kindly do not order if you are not going to be available to receive the order, or not have someone available to receive the order.** You can specify a “Safe Place” with our Carrier once the order has been dispatched. Meaning at your own risk you can have the item placed in a safe place of your choice or left with a neighbour.
- 10.2. In terms of “Ring Doorbells” we do not acknowledge this as being present for the delivery. If you choose to utilize this option then acknowledge receipt of the shipment without signature, you are then accepting full responsibility for this shipment. This “instruction” will feature on the electronic Proof of Delivery. Neither the seller nor the carrier shall be held liable for any loss potential or subsequent whatsoever.
- 10.3. Notes or letters attached to your property do not suffice as specific instruction to our Carriers, this can only be done by you via telephonic communication with the carrier or alternatively on the App or Carrier’s

website. No Claims will be entertained relating to notes or letters left on your property by you if you do not receive your order.

- 10.4. All our shipments are geo tracked by our Carrier to your location and recorded. If you have not made yourself available for delivery, not made someone else available to receive the order or alternatively not specified a "Safe Place", we will not under any circumstance issue a refund for the shipping costs if your order is not delivered.
- 10.5. You will be notified by us via email of your order tracking details after dispatch. Your order can be tracked via the said email tracking details. Our carrier will also email / text you the tracking details. Please preferably leave an email address and mobile number to make this process easier for all parties concerned.
- 10.6. All deliveries are subject to our standard delivery charge. This is calculated at checkout.
- 10.7. Orders containing meat, fresh or frozen, are packed and dispatched only on Mondays to Thursdays to ensure you receive them in optimal condition. All items are shipped in thermal packaging technically specified by the Manufacturer to retain freshness for 4 days. It is your sole responsibility to ensure you are available for the first delivery attempt by our Carriers as the items are perishable. Claims for no fault of us or our Carrier for missed deliveries will not be entertained.
- 10.8. When dispatching orders containing meat, we will at our sole discretion choose to send fresh unfrozen or frozen product. This will depend on weather conditions as well as availability. All items will be clearly labelled as such at dispatch.
- 10.9. We have a minimum order value of £25. If your order does not exceed £24,99 you will be charged an additional £3,00 for picking, packing and packaging materials on top of our standard delivery charge.
- 10.10. Goods are normally dispatched within 3 business days from the initial day of you placing an order to purchase the Goods. We aim to have all orders dispatched the next business day and send out for next day delivery with our carrier, but we cannot guarantee either.
- 10.11. We do not dispatch on non-working days. Orders received over the weekend or on bank holidays will only be dispatched in the next working day / days. Our Carrier will in general also not undertake deliveries on non-working days, but on occasion will attempt delivery on weekends if time permits or they have excess deliveries from adverse weather conditions past, or catch up from bank holidays.

- 10.12. Deliveries will be made by the Carrier to the address stipulated in your order by you. You must ensure that someone is present to accept the delivery, or “specify a safe place” on the carrier’s website or app. Alternatively make contact with the carrier. We cannot undertake this for you due to the legalities surrounding ownership of goods after dispatch.
- 10.13. If you have selected a “safe place delivery”, thereby authorising a release of the shipment without signature, you are accepting full responsibility for this shipment. This “instruction” will feature on the electronic Proof of Delivery. Neither the seller nor the carrier shall be held liable for any loss potential or subsequent whatsoever.
- 10.14. Delivery will be made to the address specified by you when you place your order. It is your sole responsibility to ensure your delivery address details as well all contact details are complete and accurate. We will not issue refund on shipping if the shipment is not delivered due to an error on your details on your behalf. Please leave a contact number as well as email address as this will speed up the tracking process for yourself. It is your responsibility to maintain these details on our Website on each purchase.
- 10.15. If you have made an error on the address or contact details kindly contact us immediately as this cannot be resolved after dispatch and the cost of shipping will be for your account.
- 10.16. We cannot provide the carrier with special requests for delivery as they will only take instruction from you in this regard. Special instructions have to be undertaken by yourself with the carrier, this includes making any amendments to the delivery once it has been dispatched.
- 10.17. Our Carrier may require a signature upon receipt, all items must be signed for by an adult aged 18 years or over. If no one of that age is at the address when the delivery is attempted, the goods will be retained by the Carrier and delivery reattempted. If the delivery is failed after two attempts the Carrier will have the goods returned to us. You will then be refunded for the cost of the goods only and you will have to place a new order for the items.
- 10.18. If your order contains alcohol, it is your responsibility to ensure that the person accepting delivery is over 18. Our Carrier operate a "Challenge 25" policy, which means that if the person receiving delivery of alcohol looks under 25, they will request identification. If no person at the delivery address is 18 years of age or over who can accept delivery our Carrier will retain the alcoholic products and reattempt delivery.

- 10.19. Our Carrier may also request age identification in relation to other age restricted products.
- 10.20. In instances where our Carrier could not deliver the goods due to no fault of ours or the Carrier, you will be charged for all Perishable Items and Items which have reached within 7 days of Best Before Date during the shipping process, you will also not be refunded the shipping costs. Refunds will be issued in line with our terms and conditions as stated on receipt back of the goods in the stated condition. If perishable items have "soiled" other non-perishable goods, no refund will be issued against these "soiled" goods.
- 10.21. If we are not able to deliver your Goods within 30 days of the date of your order, we shall notify you by e-mail to arrange another date for delivery.
- 10.22. We may deliver the Goods in instalments if they are not all available at the same time for delivery.
- 10.23. Goods are sent at our risk until received for by you or by any other person at the address you have given to us.
- 10.24. The carrier may request all goods be signed for on delivery by an adult aged 18 years or over. If no one of that age is at the address when the delivery is attempted the Goods may be retained by the Carrier for another delivery attempt.
- 10.25. When you receive the goods you must check immediately for all items condition and quantity. If your Goods have been damaged in transit, you must refuse the delivery and make contact with us immediately. We will then arrange a refund or replacement as soon as feasibly possible.
- 10.26. Signing "Unchecked", "Not Checked" or similar is not acceptable.
- 10.27. Goods are sent by post or courier. We will endeavour to send you a message by email to tell you when we have despatched your order.
- 10.28. If we agree with you to deliver by Carrier on a particular day or at a particular time, we will do our best to comply. But no time given is to be treated as contractual. We are not liable to you for any expense or inconvenience you incur on account of delayed delivery or non-delivery.
- 10.29. Delayed delivery or non-delivery within 7 days does not constitute grounds for cancellation of your order. Our Carrier may experience

delays from road works, adverse weather conditions and seasonal demands such as Bank Holidays and Christmas.

10.30. Risk of loss and damage of all goods passes to you at the time the goods are delivered to you, nominated neighbour or person at your specified address, this includes "Safe Place" as nominated by you. We are not responsible for any loss or damage caused to the products after delivery.

10.31. On occasion some Goods will be delivered direct from third parties who will contact you to arrange delivery. When delivery of the Goods has been arranged directly with the third party, you will be subject to the third parties delivery policy.

10.32. Some Goods are so large and heavy that delivery times may be slightly longer. In this case, approximate delivery dates will be given when you place your order.

10.33. Time for delivery specified on the order, if any, is an estimate only and time shall not be of the essence.

10.34. We are happy for you to pick up Goods from our shop / warehouse provided you make an appointment in advance and payment has been received and cleared into our bank. We will generally send you a notification that the order is ready for collection.

10.35. If you pick up Goods from our premises then:

10.35.1 we will not be able to assist you in loading heavy items;

10.35.2 Goods are at your risk from the moment they are picked up by you or your Carrier from our shop / warehouse;

10.35.3 you agree that you are responsible for everything that happens after you take possession of the Goods, both on and off our premises, including damage to property of any sort, belonging to any person.

## **11. Liability for subsequent defects & related refund**

11.1. Please examine all the Goods received from us immediately when you receive them. If you do not notify us of any defect or problem within 7 days of receipt of the Goods, we shall assume that you have accepted them all in good order and are entirely satisfied with your purchase in its entirety.

11.2. The procedure to relating to reporting Goods Past our **Best Before Date Guarantee** is as follows:

- 11.2.1 the Goods must have by date of being received by you, have a Use by or Best Before Date Stamp of less than 7 days date stamped on the product, from the day after the product is delivered to you. I.E. out of our Best Before Guarantee.
- 11.2.2 photographic evidence of such is to be emailed to us evidencing such as pertaining to your claim.
- 11.2.3 We will evaluate your claim from the photographic evidence provided by yourself as to ascertain accuracy of the claim, and if we are in agreement with you, we will issue you a full refund for the specific item in question. Refunds will not be issued for shipping or apportioned on shipping unless the entire order of goods does not adhere to our **Best Before Guarantee**. The refund will be issued in terms of our refunds terms and conditions.
- 11.2.4 Items bought on Special whereby items are advertised as PAST Best Before or short dated are not applicable for refund as they are advertised and sold as such.
- 11.2.5 You can keep the defective item under the following conditions:

**If the item is a Use By Date item and it has passed its Use By Date it must be disposed of as it will not be safe for consumption**

If the Item is **past its Best Before Date it can still be used** as Best before purely makes reference to optimal Flavour and Freshness and can still legally be sold.

Please refer to the Food Standards Agency in this regard: - *“A use-by date on food is about safety. This is the most important date to remember. Never eat food after the use-by date, even if it looks and smells ok, as it could make you very ill.”* VS *“The best before date, sometimes shown as BBE (best before end), is about quality and not safety. After the best before date listed on a product, the food will be safe to eat but may not be at its best. Best before dates appear on a wide range of foods..”*

<https://www.food.gov.uk/safety-hygiene/best-before-and-use-by-dates>

Foods marked with best-before dates may be sold after their marked dates, provided that they remain of good quality and are fit for human consumption. In these circumstances retailers should ensure that customers know that the date has expired before they make the decision to buy.

11.3. The procedure to return the faulty Non-Foods Goods is as follows:

11.3.1 the Goods must be returned to us as soon as any defect is discovered but not later than 14 days from receipt by you.

11.3.2 before you return the Goods to us, please carefully repack the items. If applicable re-read the instructions and check that you have assembled it correctly, complied with any provisions relating to the power supply, plugs and sockets / other.

11.3.3 please follow the returns procedure provided on our website.

11.4. We will return your money subject to the following conditions:

11.4.1 we receive the Goods with labels and packaging intact.

11.4.2 you comply with our return's procedure. We cannot return your money unless we know who sent them.

11.4.3 you tell us clearly what the fault is you complain of, when it first became apparent, and other information to enable us to identify or reproduce it.

11.5. If any defect is found, then we shall:

11.5.1 repair or replace the Goods, or

11.5.2 refund the full cost you have paid including the cost of returning the Goods.

11.6. In terms of minor damages to food items such as canned foods and boxed foods, please bear in mind our products are imported, travel over 6000 miles for up to 6 weeks, then shipped out again to you. Some items may get superficial damages during this process and it is beyond our control. It is our policy as well as our Carrier's to not refund on items of food whereby damages are superficial as the product is still fit for purpose and sold in accordance with the Consumer Rights Act 2015 in the UK. In terms of the Act consumers have certain rights regarding perishable goods and groceries. Perishable goods, such as food and groceries, fall under the category of goods that must be of satisfactory quality, fit for purpose, and as described. A dented can or damaged box does not change the nature of the product as it is not

ornamental in nature. As long as the contents of the product are still in tact and fit for purpose no refund will be issued, and claims for such will not be entertained.

## **12. Foreign taxes and duties**

- 12.1. If you are not in the UK, we have no knowledge of, and no responsibility for, the laws in your country.
- 12.2. You are responsible for purchasing Goods which you are lawfully able to import and for the payment of all import duties and taxes of any kind levied in your country. This includes any and all additional ad hoc expenses related to the shipment.

## **13. Disclaimers**

- 13.1. We make no representation or warranty for:
  - 13.1.1 any implied warranty or condition as to merchantability or fitness of the Goods for a particular purpose;
  - 13.1.2 the adequacy or appropriateness of the Goods for your purpose.
- 13.2. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.
- 13.3. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12 month period for the Goods concerned.
- 13.4. We shall not be liable to you for any loss or expense which is:
  - 13.4.1 indirect or consequential loss; or
  - 13.4.2 economic loss or other loss of turnover, profits, business or goodwill, even if such loss was reasonably foreseeable or we knew you might incur it.
- 13.5. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies (who may enforce this provision under the Contracts (Rights of Third Parties) Act 1999 /

Contracts (Rights of Third Parties) (Scotland) Act 2017, as well as to us.

- 13.6. If you become aware of any breach of any term of this agreement by any person, please tell us by email. We welcome your input but do not guarantee to agree with your judgement.
- 13.7. We make no representation or warranty for:
  - 13.7.1 the quality of the Goods;
  - 13.7.2 any implied warranty or condition as to merchantability or fitness of the Goods for a particular purpose;
  - 13.7.3 the correspondence of the Goods with any description;
  - 13.7.4 the adequacy or appropriateness of the Goods for your purpose.
- 13.8. We shall not be liable to you for any loss or expense arising out of or in connection with your use of Our Website, which is indirect or consequential loss, or economic loss or other loss of turnover, profits, business or goodwill. This applies whether in an action of contract, negligence or otherwise, even if such loss was reasonably foreseeable or we knew you might incur it.
- 13.9. Our Website includes Content Posted by third parties. We are not responsible for any such Content. If you come across any Content which offends you, please contact us via the "Contact us" page on Our Website.
- 13.10. We will do all we can to maintain access to Our Website, but it may be necessary for us to suspend all or part of our service for repairs, maintenance or other good reasons. We may do so without telling you first.
- 13.11. Nothing in this agreement excludes liability for a party's fraud.

## **14. Your account with us**

- 14.1. You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods.

- 14.2. If you use Our Website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your account.
- 14.3. You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.
- 14.4. You agree to keep your address and records up to date.

## **15. Restrictions on what you may Post to Our Website**

You agree that you will not use or allow anyone else to use Our Website to Post Content which is or may:

- 15.1. be malicious or defamatory;
- 15.2. consist in commercial audio, video or music files;
- 15.3. be illegal, obscene, offensive, threatening or violent;
- 15.4. be sexually explicit or pornographic;
- 15.5. be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
- 15.6. give the impression that it emanates from us or that you are connected with us or that we have endorsed you or your business;
- 15.7. solicit passwords or personal information from anyone;
- 15.8. be used to sell any goods or services or for any other commercial use;
- 15.9. include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself in your profile in such place as we designate;
- 15.10. link to any of the material specified above, in this paragraph.
- 15.11. send age-inappropriate communications or Content to anyone under the age of 18.

## **16. Your Posting: restricted content**

In connection with the restrictions set out below, we may refuse or edit or remove a Posting which does not comply with these terms.

In addition to the restrictions set out above, a Posting must not contain:

- 16.1. hyperlinks, other than those specifically authorised by us;
- 16.2. keywords or words repeated, which are irrelevant to the Content Posted.
- 16.3. the name, logo or trademark of any organisation other than yours.
- 16.4. inaccurate, false, or misleading information.

## **17. How we handle your Content**

- 17.1. Our privacy policy is strong and precise. It complies fully with the Data Protection Act 2018 which is at our Privacy Policy.
- 17.2. If you Post Content to any public area of Our Website it becomes available in the public domain. We have no control who sees it or what anyone does with it.
- 17.3. Even if access to your text is behind a user registration it remains effectively in the public domain because someone has only to register and log in, to access it. You should therefore avoid Posting unnecessary confidential information.
- 17.4. You now irrevocably authorise us to publish feedback, comments and ratings about your activity through Our Website, even though it may be defamatory or critical.
- 17.5. Posting content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- 17.6. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you.
- 17.7. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.

- 17.8. Please notify us of any security breach or unauthorised use of your account.

## **18. Removal of offensive Content**

- 18.1. For the avoidance of doubt, this paragraph is addressed to any person who comes on Our Website for any purpose.
- 18.2. We are under no obligation to monitor or record the activity of any customer for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 18.3. If you are offended by any Content, the following procedure applies:
- 18.3.1 Your claim or complaint must be submitted to us in the form available on Our Website, or contain the same information as that requested in our form. It must be sent to us by post or email.
  - 18.3.2 we shall remove the offending Content as soon as we are reasonably able;
  - 18.3.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
- 18.4. We may re-instate the Content about which you have complained or not.
- 18.5. In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 18.6. You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

## **19. Security of Our Website**

If you violate Our Website we shall take legal action against you.

You now agree that you will not, and will not allow any other person to:

- 19.1. modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
- 19.2. link to Our Website in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;
- 19.3. download any part of Our Website, without our express written consent;
- 19.4. collect or use any product listings, descriptions, or prices;
- 19.5. collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
- 19.6. aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of Our Website;
- 19.7. share with a third party any login credentials to Our Website.
- 19.8. Despite the above terms, we now grant a licence to you to:
  - 19.8.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon you not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.
  - 19.8.2 you may copy the text of any page for your personal use in connection with the purpose of Our Website.

## **20. Indemnity**

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- 20.1. your failure to comply with the law of any country;
- 20.2. your breach of this agreement;
- 20.3. any act, neglect or default by any agent, employee, licensee or customer of yours;
- 20.4. a contractual claim arising from your use of the Goods;

20.5. a breach of the intellectual property rights of any person.

## **21. Intellectual Property**

- 21.1. We will defend the intellectual property rights in connection with our Goods and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).
- 21.2. Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.
- 21.3. You may not use our name or logos or trademarks or any other Content on any website of yours or that of any other person.
- 21.4. Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.
- 21.5. The South African Spaza Shop (UK00003716282) & The Spaza Shop (UK00003711469) are registered trademarks, both trademarks owned and registered to: The South African Spaza Shop Ltd.

## **22. Dispute resolution**

In this paragraph the term “ADR Provider” means an approved body under the Alternative Dispute Resolution for Consumer Dispute Regulations 2015.

The following terms apply in the event of a dispute between the parties:

- 22.1. If you are not happy with our services or have any complaint, then you must tell us by email message to [shop@southafricanshop.uk](mailto:shop@southafricanshop.uk)
- 22.2. If a dispute is not settled as set out above, we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation or arbitration.
- 22.3. We can propose an ADR Provider or will listen to your proposal.

We accept recommendations from Citizens Advice as well as Trading Standards, as well as Consumer Arbitration.

<https://consumerarbitration.co.uk>

## **23. Miscellaneous matters**

- 23.1. When we communicate with you it may be by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.
- 23.2. Where we provide goods or services without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other Goods for which a charge is made. Accordingly, there is neither contractual nor other obligation upon us in respect of those goods or that service.
- 23.3. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 23.4. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 23.5. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 23.6. Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

- 23.7. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017 or otherwise.
- 23.8. Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond his reasonable control, including any labour dispute between a party and its employees.
- 23.9. In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- 23.10. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales / Scotland / Northern Ireland, and you agree that any dispute arising from it shall be litigated only in that country.

## 24. Contact Information

|                     |                                                                                                  |
|---------------------|--------------------------------------------------------------------------------------------------|
| Email address:      | <a href="mailto:shop@southafricanshop.uk">shop@southafricanshop.uk</a>                           |
| Telephone number:   | 01793 826 777                                                                                    |
| Physical Address:   | Unit 10 Woodside Business Park, Woodside Road, South Marston, Wiltshire, United Kingdom, SN3 4WA |
| Registered Address: | 140 Eastbury Way, Swindon, Wiltshire, United Kingdom, SN25 2GX                                   |

## **Information about your statutory right to cancel**

### **Your right to cancel**

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire 14 days after the contract was made. That means you can cancel before we have dispatched it to you.

### **How to cancel**

To meet the cancellation deadline, it is enough for you to send your communication concerning your exercise of the right to cancel before dispatch and the cancellation period expiring.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement, sent to us by e-mail – [shop@southafricanshop.uk](mailto:shop@southafricanshop.uk)