



CLIENT TERMS AND CONDITIONS

In the Terms and Conditions contained herein, the terms "Gift Tree" "we", "our" and "us" means Engicel CC trading as Gift Tree (registration number 2011/105785/23).

The terms "you", "your", "yours" when used in these Terms and Conditions means you, as a client of Gift Tree and user of our website.

"Gift Registry" refers to the complete online gift list created by you on instruction to Gift Tree and appearing on gifttree.co.za ("website") from which guests may purchase gifts online.

The term "item(s)" refers to products and/or goods that form part of a Gift Registry.

1 SERVICES

Upon written confirmation that you wish to utilise the services of Gift Tree, Gift Tree undertakes to provide the following services to you:

- 1.1 personal consultation with Gift Tree (in Cape Town, alternatively by electronic communication);
- 1.2 developing and compiling your online Gift Registry;
- 1.3 Gift Registry notification invite inserts (electronic and/or hard copy) (where applicable);
- 1.4 managing your Gift Registry;
- 1.5 ordering your items;
- 1.6 wrapping your items; and
- 1.7 a gift list/thank you organiser.

2 PRICING OF ITEMS

- 2.1 All item prices are quoted on the website in ZAR and are inclusive of VAT.
- 2.2 Prices of items may vary from time to time. Gift Tree reserves the right to amend the price of any item due to supplier price increases and/or increases in courier/delivery costs. You must carefully check the pricing on our website to confirm the current price of any item. If a price increase occurs after the item has been purchased, but before the item is confirmed by you and ordered by Gift Tree, you may either pay the difference in price for that item or select another item on the Gift Registry equivalent to the original value of the item.
- 2.3 Although Gift Tree makes every effort to ensure that the prices stated on our website are correct, errors may occur. If, prior to dispatching an item to you, we discover an incorrectly stated price of an item you have ordered, we will contact you and give you the option of either reconfirming your order at the correct price, substituting or cancelling your order. If we are unable to contact you or we receive no reply from you, we will cancel your order and securely hold your balance of funds until we receive feedback from you.

3 AVAILABILITY OF ITEMS

- 3.1 All items selected on your Gift Registry are subject to availability. Due to the time frame between the date of selection of items for your Gift Registry and confirmation of the Gift Registry after the Gift Registry is closed, a change in stock of items may occur.
- 3.2 Prior to closing and confirmation of your Gift Registry, Gift Tree will notify you if item(s) you have

selected are out of stock or discontinued. If so, you may select an alternate item.

3.3 Where an item(s) becomes out of stock after a guest has purchased the item(s), the item(s) will be redeemed in the form of a credit note to be used towards the payment of an alternate item to be selected by you.

3.4 Items shall only be ordered once the items have been purchased by a guest and you have confirmed the guest's purchase.

4 **ORDER PROCESS**

4.1 All orders of items are subject to confirmation and acceptance by Gift Tree. When you place an order, your order constitutes an offer to buy an item from us.

4.2 After placing an order, you will receive notification from us acknowledging that we have received your order. Acceptance by us of your order will take place when your order is dispatched. We will notify you stating that your order has been dispatched.

5 **REGISTRY CLOSING, ALTERATIONS AND ORDER CONFIRMATION**

5.1 Within 5 (five) days following your event for the purposes of which your Gift Registry was created or at the date as agreed upon between you and Gift Tree, your Gift Registry will be closed and will no longer be available to guests on our website, unless otherwise agreed between the parties.

5.2 You shall be entitled to change, delete and/or purchase additional items and/or quantities of items, by contacting Gift Tree prior to confirmation of your order and Gift Tree placing the said order.

5.3 You shall be liable to pay for any items that are selected and added to your Gift Registry that have not been paid for and/or did not originally appear on your Gift Registry.

5.4 Gift Tree will order your gifts as soon as you have confirmed in writing the items purchased on your Gift Registry.

5.5 Once an order has been placed by Gift Tree with a supplier no modifications to the Gift Registry are permitted.

6 **DELIVERY**

6.1 Subject to clause 6.2 below, all items shall be personally delivered by Gift Tree or our authorised employees, agents and/or representatives, free of charge at a time and date convenient to you within 4 (four) to 6 (six) weeks following the date upon which the Gift Registry has been closed and the order has been confirmed, and always subject to availability and lead times of the items ordered. Gift Tree reserves the right to deliver your items in one or more consignments.

6.2 Should the items be required to be delivered outside of Cape Town and its immediate surrounding areas, Gift Tree reserves the right to charge you an a delivery fee reasonable in the circumstances.

6.3 Deliveries may take longer than the period envisaged in clause 6.1 above, due to, *inter alia*, the following –

6.3.1 busy seasonal and/or sales periods; and/or

6.3.2 items that have been specially manufactured and designed as one of a kind items; and/or

6.3.3 items having to be imported into South Africa; and/or

6.3.4 failure by suppliers or delivery companies to deliver items timeously; and/or

6.3.5 due to circumstances beyond our control,

as a result of which Gift Tree cannot be held responsible for any damage, loss, costs and/or inconvenience whatsoever caused by such delays.

6.4 Deliveries shall be executed on weekdays between 9h00 and 17h00. Any weekend or after hour deliveries shall be subject to an additional charge, for your account. Such additional charge shall be at the discretion of Gift Tree, from time to time.

- 6.5 A delivery address cannot be changed once your order has been dispatched. The delivery address must be a street address and not a PO BOX address. Gift Tree will not be liable for any delay or failure to deliver an item due to incorrect address information.
- 6.6 Should a further delivery('s) be required due to:
- 6.6.1 availability of items ordered, Gift Tree will deliver such items to you at no additional charge; or
- 6.6.2 failure on your behalf to receive items at the date and time agreed, such delivery will incur an additional charge, which shall be for your account.

7 STORAGE OF GIFTS

- 7.1 You will be advised when your Gift Registry is about to be dispatched.
- 7.2 Due to limited storage space, Gift Tree shall store your gifts for a maximum of 60 (sixty) days following the date upon which they are ready for dispatch, following which you Gift Tree shall be entitled to charge you a storage charge of R50.00 (fifty rand) per day.

8 CANCELLED GIFT REGISTRIES

8.1 *Finalisation of the Gift Registry, but before items are purchased by guests*

Following written confirmation of cancellation from you, Gift Tree shall be entitled to charge you an administration charge of R500.00 (five hundred rand).

8.2 *Purchased by guests, but before items are ordered by Gift Tree*

Following written confirmation of cancellation from you, Gift Tree will refund the guests. Such refund will be subject to an administration charge equal to 10% (ten percent) of the monetary amount refunded or the administrative charge levied in clause 8.1 above, whichever is the greater, will be for your account and payable prior to such refunds being made.

8.3 *Purchased by guest, but after items are ordered by Gift Tree*

Following written confirmation of cancellation from you, no items may be returned to us or money refunded to you and/or your guests.

9 RETURNS AND EXCHANGE POLICY

- 9.1 If an item is damaged upon receipt thereof, you may return the item to us in exchange for a replacement of the item or credit note to the value of the damaged item.
- 9.2 An item will only be accepted for a return and exchange if:
- 9.2.1 the item is returned in a saleable condition, in its original state, with all original packaging intact (or securely repackaged); and
- 9.2.2 the item is returned to us within 5 (five) business days of receipt thereof.
- 9.3 A damaged item(s) returned by you can only be exchanged for another item to the same value as the original item from the same supplier.
- 9.4 In returning any items, you are obliged to use a registered mail service. Returns not received by us cannot be exchanged and Gift Tree will not be held responsible for any missing items.
- 9.5 All postage costs for exchanges or credit notes will be your responsibility, save where you have returned an item due to it being damaged in transit or being faulty.

10 REPLACEMENT OF DAMAGED OR FAULTY GOODS

Certain items carry warranties or guarantees, these warranties and/or guarantees will be included with the items on delivery. Should an item require replacing or fixing within the warranty or guarantee period, you will be responsible to make the necessary contact and arrangements with the supplier directly.

11 PRODUCT WARRANTIES

- 11.1 Warranties in respect of items are provided directly to you by the manufacturer and supplier of the relevant item. Gift Tree makes no representations or warranties regarding any items received.
- 11.2 The use of any item purchased from the website is at your own risk.
- 11.3 **You indemnify and hold Gift Tree harmless against any loss, injury and/or damages which may be sustained as a result of purchasing, receiving and utilising the items sold on the website.**

12 INDEMNITY

You hereby indemnify Gift Tree against and hold it harmless from all claims, damage, loss, penalty, expense and cost of any nature whatsoever, which Gift Tree may sustain as a result of or in connection with a breach by you of these Terms and Conditions and the items (and their performance, if applicable) purchased on the website.

13 APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION

- 13.1 These Terms and Conditions will in all respects be governed by and construed under the laws of the Republic of South Africa.
- 13.2 Subject to clause 13.3 below, the parties hereby consent and submit to the exclusive jurisdiction of the appropriate courts located in South Africa in any dispute arising from or in connection with this agreement.
- 13.3 The parties agree that alternate dispute resolution mechanisms (i.e. negotiation and/or arbitration) shall be the first method of resolving any dispute arising from and/or in connection with these Terms and Conditions.

14 GENERAL

- 14.1 These Terms and Conditions constitute the whole of the agreement between the you and Gift Tree relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of these Terms and Conditions not incorporated in these Terms and Conditions shall be binding on either of the parties hereto.
- 14.2 This agreement supersedes and replaces any and all agreements between the parties (and other persons, as may be applicable) and undertakings given to or on behalf of the parties (and other persons, as may be applicable) in relation to the subject matter hereof.
- 14.3 All provisions and the various clauses of these Terms and Conditions are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of these Terms and Conditions which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of these Terms and Conditions shall remain of full force and effect. The parties hereby declare that it is their intention that these Terms and Conditions would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.
- 14.4 No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this agreement will be of any force or effect unless in writing and signed by the parties.

15 ACCEPTANCE OF TERMS AND CONDITIONS

- 15.1 By creating a Gift Registry with Gift Tree, you confirm that you have carefully read and understand these Terms and Conditions and agree to abide and be bound by them.
- 15.2 Gift Tree reserves the right to decline to create and manage any Gift Registry at any time for any reason whatsoever in its sole discretion. Should this occur after items have been purchased by guests, but before items have been ordered by Gift Tree, the provisions of clause 8.1 above shall apply *mutatis mutandis*.

