

# TERMS AND CONDITIONS

## 1. COPYRIGHT

1.1 To obtain permission for use of any content on this site please contact [trianne@gmail.com](mailto:trianne@gmail.com)

## 1. PROPERTY RIGHTS

2.1 Everything on this site is the property of Trianne Amarchund and cannot be copied.

## 1. ELECTRONIC COMMUNICATIONS

3.1 When a user visits laelthelabel or sends e-mails or orders via the website, that user consents to receiving communications from Laelthelabel electronically and agrees that all agreements, notices, disclosures and other communications sent by Laelthelabel satisfies any legal requirements, including but not limited, to the requirement that such communications should be "in writing".

## 1. HYPERLINKS

4.1 No person, business or web site may link to any page on this site without the prior written permission of Laelthelabel. Such permission could be obtained from the person referred to in clause 1 hereof. This clause does not apply to parties that have entered into e-trader agreements with Laelthelabel

## SPYWARE

5.1 No person, business or web site may use any technology to search and gain any information from this site without the prior written permission of Laelthelabel. Such permission could be obtained from the person referred to in clause 1 hereof.

## 1. DISCLAIMER

6.1 Neither Laelthelabel nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this website or the services or content provided from and through this website. Furthermore, Laelthelabel makes no representations or warranties, implied or otherwise, that, amongst others, the content, images and technology available from this website are free from errors or omissions or that the service will be 100% uninterrupted and error free. Users are

encouraged to report any possible malfunctions and errors to the person referred to in clause 1.

6.2 This web site is supplied on an “as is” basis and has not been compiled or supplied to meet the user’s individual requirements. It is the sole responsibility of the user to satisfy itself prior to entering into this agreement with Laelthelabel that the service available from and through this website will meet the user’s individual requirements and be compatible with the user’s hardware and/or software.

6.3 Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of Laelthelabel and users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this site.

6.4 All items purchased from Laelthelabel are made pursuant to agreements with shipping and delivery agents and risk of loss pass from Laelthelabel to such agents upon delivery of any item to such carrier.

6.5 Neither Laelthelabel nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use any product sold on this web site.

## **1. PRICING**

7.1 The price of each product is displayed with the product, in the event of a product being on special, this price will be displayed.

7.2 All prices are quoted in South Africa Rands (ZAR)

7.3 All prices on the web site include VAT at the rate of 15%.

7.4 Prices are only valid on the website and might differ from the Pop up Shop.

7.5 Shipping costs are calculated in accordance to region of delivery.

7.6 EO&E – Errors Omissions & Excepted – all precautions will be taken to provide correct pricing and images on this site, however in the event that a error does occur, no liability can be held against Laelthelabel to provide such products at such pricing.

## **1. DELIVERIES**

8.1 All deliveries will be delivered within 1 – 4 working days. Most deliveries take between 1 and 3 days you will be communicated with should it be longer.

Should Laelthelabel not meet a 7 day deadline a full refund will be offered and the order cancelled. The user can choose to continue the order on acceptance of new delivery dates provided by Laelthelabel, in the case of a continued order Laelthelabel will not be liable for any refunds.

8.2 Where delays and out of stock situations occur, every effort will be made to inform the buyer. Should this situation occur refer to in clause 8.1

8.3 Laelthelabel will not deliver outside the borders of South Africa.

8.4 The courier will request proof of identity from the person receiving the goods and will be required to record such details on the invoice

8.5 By signing such invoice document, the receiver confirms that the goods were received undamaged and in good condition.

8.6 In the unlikely event that the goods arrive damaged or items may be missing, and the receiver wishes not to accept the items, then they must indicate on the waybill the reasons for sending the parcel back and both parties will need to co-sign against this indication.

8.7 In the event of Laelthelabel being given an incorrect delivery address or no one is present to receive the item at the time of delivery, the delivery will be returned to our offices, and we will then contact you to re-schedule the delivery. Please note that you will be liable for the delivery fee again, as we use contract delivery teams and we are charged for each delivery, and in turn this fee will be passed onto the purchaser.

8.8 In the event of an exchange due to incorrect sizing or error on the purchaser, additional delivery costs may be applicable.

## **1. COLLECTIONS**

9.1 We offer a Collection option in Glenwood, Durban.

## **1. PAYMENT**

### ***10.1 Credit Card payments***

10.1.1 At the time of placing the order, the transaction details are presented to the bank and an authorisation is obtained for the amount of the order.

10.1.2 Note that to protect it's own and the interests of customers, Laelthelabel scrutinizes all transactions very carefully to prevent attempted fraud and a transaction may be refused if Laelthelabel is not satisfied with it's legitimacy.

10.1.3 The following cards are accepted on this site: Visa Card / MasterCard / PayD / MasterCard Mobile Remote Payments (MMRP)

## *10.2 Bank Deposit*

10.2.1 If the buyer selects the “pay via bank deposit” button, instructions will be given on how to deposit monies into the Laelthelabel bank account and will be subject to the following rules:

10.2.2 The exact amount must be paid

10.2.3 The payments must be identified by supplying the order number and surname in the reference section of the deposit slip or on the electronic transfer and a copy of the transaction slip must be emailed through to [trianne@laelthelabel.co.za](mailto:trianne@laelthelabel.co.za)

10.2.4 No transfers must be made from ATM's

10.2.5 Cheque deposits will be subject to a 21 day clearance period

## **1. AGREEMENT OF SALE**

11.1 An agreement of sale between Laelthelabel and a user only comes into effect if and when:

11.1.1 A credit card authorisation is received from the issuing bank; or

11.1.2 A deposit of an electronic transfer is reflected on Laelthelabel bank statement (and only if such payment is received within 5 (five) working days after completion of the purchase cycle; or

11.1.3 A direct deposit is reflected on the Laelthelabel bank statement (and only if such payment is received within 5 (five) working days after completion of the purchase cycle

11.2 Laelthelabel reserves the right to refuse to accept and/or execute an order without giving any reasons. Laelthelabel also reserves the right to cancel orders in whole or in part as circumstances dictate. Laelthelabel shall only be liable to refund monies already paid by the user.

11.3 Laelthelabel shall take all reasonable efforts to maintain correct prices. However, should errors occur and items are offered at incorrect prices, Laelthelabel will not be obliged to sell goods at such incorrect prices and shall only be liable to refund monies already paid by the user.

## **1. STOCK AVAILABILITY**

12.1 Stocks of all goods on offer are limited. Laelthelabel shall take all reasonable efforts to discontinue the offer as soon as stock is no longer available. However, should items still be offered after stocks are sold, Laelthelabel shall only be liable to refund monies where it is unable to fulfill orders at advertised prices.

## **1. SPECIAL OFFERS**

13.1 Laelthelabel shall not be liable for the sale of items at lower prices if such prices were increased and users and/or purchasers could not, for whatever reason, conclude an agreement of sale while such prices remained low.

## **1. REFUNDS**

14.1 Laelthelabel supply the incorrect product or if the product is damaged or faulty, Laelthelabel shall exchange the unit for a new one, provided that the damaged unit is returned in it's original packaging.

14.2 Laelthelabel work on a five day refund policy.

14.3 Cash refunds will not be given, and any monies due will be paid back into the users bank account.

## **1. GIFT VOUCHERS**

15.1 Gift vouchers cannot be exchanged for cash and are not transferable

15.2 Laelthelabel vouchers can not be redeemed at any affiliate websites

15.3 Laelthelabel vouchers can only be redeemed whilst they are valid and expiry dates can not be extended.

## **1. GOVERNING LAW**

16.1 This site is hosted, controlled and operated from the Republic of South Africa and therefore governed by South African law.

## **1. PRIVACY**

17.1 Laelthelabel may use your information to contact you about promotions and special offers. You are entitled, at any stage, to opt out of this service. We do not sell or rent personal information about individual members (such as name, address, email address, telephone or fax number) to third parties. Laelthelabel may disclose personal information in response to a specific request by a law enforcement agency, subpoena, court order, or as required by law.

## **1. SECURITY**

18.1 The user agrees and warrants that its log-in name and password shall:

18.1.1 be used for persona use only; and

18.1.2 not be disclosed to any third party

18.1.3 The user allows Laelthelabel to take all reasonable steps to ensure the integrity and security of the Laelthelabel web site and back-office applications.

18.1.4 Any person that delivers or attempts to deliver any damaging code to this web site or attempts to gain unauthorised access to any page shall be prosecuted and civil damages shall be claimed in the event that Laelthelabel suffers any damage or loss.

18.1.5 All credit card transactions are Secure Socket Layers encrypted and are supported by Virtual Card Services (VCS).

## **1. CHANGES TO AGREEMENT**

19.1 Laelthelabel may, in its sole discretion, change this agreement or any part thereof at any time without notice.

## **1. DISPUTES**

20.1 In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this agreement, and not solved between the user and Laelthelabel, shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa.

## **1. DOMICILIUM**

21.1 Laelthelabel chooses its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communications of whatsoever nature, 274 Mazisi Kunene Road, Glenwood, 4001

## **1. GENERAL INFORMATION AND CONTACTS**

22.1 Laelthelabel

22.2 Technical Support email: triannea@gmail.com Phone: +27 725307479

22.3 Sales email: trianne@laelthelabel.co.za

## 1. COMPETITIONS

23.1 If you enter any of our Competitions, you will automatically be added to our database to receive communications in the future.

1. **Images & Products Specifications** 24.1 All products shown are for display purposes and product specifications may differ from actual products. All product, product specifications and data are subject to change without notification to improve reliability, function or design or otherwise.