

# Terms & Conditions

## Website

Users may not access, display, use, download, and/or otherwise copy or distribute content obtained at [www.acesa.co.za](http://www.acesa.co.za) for marketing and other purposes without the consent of the provider.

## Electronic Communications

By using this website or communicating with the provider by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communication should be in writing.

## E-Commerce & Privacy

Acessa.co.za sells various products online. The use of any product or service bought from this website is at the purchaser's risk. The purchaser/user indemnifies and holds the provider harmless against any loss, injury or damages that may be sustained as a result of using the products sold on the website.

The private information required for executing the orders placed through the e-commerce facility, namely the user's personal information and credit card details, delivery address and telephone numbers, will be kept in the strictest confidence by the provider and not sold or made known to third parties. Only the necessary information - that is the delivery address and contact phone number - will be made known to third parties delivering the product. Credit card details are not kept by the provider under any circumstances.

The provider cannot be held responsible for security breaches occurring on the user's electronic device (personal computer or other electronic device used to browse the website), which may result due to the lack of adequate virus protection software or spyware that the user may inadvertently have installed on his/her device. The provider will supply all goods to the delivery company in good order. The provider will not be held liable for the condition of goods arriving at the user's chosen delivery address.

## Payment Gateway

Electronic Payment Transactions are acquired by Standard Bank of South Africa, a registered systems operator and payment gateway in South Africa. Card holders may go to [standardbank.co.za](http://standardbank.co.za) to view the security policy.

## Products and Availability

Please note that the stock of all items on offer is limited. Africa Catering Equipment Supplies will make all reasonable attempts to ensure that special offers are brought to an end when stock runs out. If it happens that we are unable to fulfill any order at the advertised price because stock is sold out, we will inform you via email and you will be entitled to a reimbursement for the Rand value you have paid for the product.

## Refund and Return Policy

The provision of goods and services is subject to availability. In cases of unavailability, the provider will refund the client in full within 30 days.

The provider reserves the right to cancel an order for which payment has already been received. This may occur if stock is insufficient or the quality of goods ordered does not meet the provider's standards. Should the provider exercise this right, the user will receive a full refund with no deductions.

In the case of returns of orders by the client, the client will be liable for actual shipping costs incurred.

## Online Promotions

Online promotional offers are available at the [acesa.co.za](http://acesa.co.za) online store only. The offers are available at the indicated dates and times only, or while stocks last. Refunds will only be given on the sale price, not the original price.

## Online Clearance Sales

Clearance sale items are end-of-line, and quantities are therefore limited and subject to availability as they will not be replenished.

The customer acknowledges that all items on promotion are limited. Africa Catering Equipment Supplies will make all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, promotional offers are removed from the website. Africa Catering Equipment Supplies, however, cannot guarantee the availability of stock. When items are no longer available after a customer has placed an order, Africa Catering Equipment Supplies will notify the customer and he or she will be entitled to a refund of any amount already paid by the customer for such items.

Africa Catering Equipment Supplies makes all reasonable efforts to accurately reflect the availability of items on the website, however should there be any errors relating to availability of items, Africa Catering Equipment Supplies shall notify the customer of such error as soon as reasonably possible and offer a refund for any amount already paid.

## Competitions

Clear instructions on how to enter will be supplied on the competitions page. Prizes are not redeemable for cash. The promoters of the competitions will be stipulated on the [acesa.co.za](http://acesa.co.za) competitions page. The competitions are open to SA residents who are over 18 years of age. Africa Catering Equipment Supplies will attempt to contact winners via social media within one week of selecting the winner. If a winner cannot be contacted after 3 attempts or if sufficient identity verification is not provided, Africa Catering Equipment Supplies reserves the right to draw a replacement winner. The judges' decision is final and no correspondence will be entered into. Should the promoters be unable, for any reason whatsoever, to supply the specified prizes, they reserve the right to substitute the advertised prize (or any element(s) of the advertised prize) for an equivalent value prize. If the promoters suspect foul play by any participant, they are entitled to disqualify the participant with immediate effect. The promoters' decision regarding this matter is final, and no correspondence on this matter will be entertained.

## Newsletter Pop-Up Competitions

Any user who enters a Africa Catering Equipment Supplies competition via a pop-up on the website will be required to submit his or her personal details (name and email address) and accept a tick box to subscribe to the Africa Catering Equipment Supplies newsletter for a valid

entry. Users who opt-in will then be added to the Africa Catering Equipment Supplies newsletter database. Data will not be sold to or used by any third party suppliers.

## Copyright and Intellectual Property Rights

The provider provides certain information on the website. Content currently or anticipated to be displayed on this is provided by the provider, its affiliates and/or a subsidiary, or any other third party owners of such content, and includes but is not limited to literary works, musical works, artistic works, sound recordings, cinematograph films, sound and television broadcasts, program-carrying signals, published editions and computer programs ("the Content"). All such proprietary works, and the compilation of the proprietary works, are copyright the provider, its affiliates or subsidiaries, or any other third party owner of such rights ("the Owners"), and is protected by South African and international copyright laws. The providers reserve the right to make any changes to the website, content, or to products and/or services offered through the website at any time and without notice. All rights in and to the content are reserved and retained by the owners. Except as specified in these terms & conditions, the user is not granted a license or any other right including without limitation under copyright, trademark, patent or other intellectual property rights in or to the content.

## Limitation of Liability

The website and all content on the website, including any current or future offer of products or services, is provided on an "as is" basis, and may include inaccuracies or typographical errors. The owners make no warranty or representation as to the availability, accuracy or completeness of the content. Neither provider nor any holding company, affiliate or subsidiary shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the content or the website or any functionality thereof, or of any linked website, even if the provider is expressly advised thereof.

## Privacy: Casual Surfing

The user may visit the website without providing any personal information. The website servers will in such instances collect the IP address of the user's computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent on the website, pages viewed, etc. The provider uses this information to determine use of the website, and to improve content thereon. The provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

## Choice of Law

This website is controlled, operated and administered by the provider from its offices within the Republic of South Africa. Access to the website from territories or countries where the content or purchase of the products sold on the website is illegal is prohibited. The user may not use this website in violation of South African export laws and regulations. If the user accesses this website from locations outside of South Africa, that user is responsible for compliance with all local laws. These terms & conditions shall be governed by the laws of the Republic of South Africa, and the user consents to the jurisdiction of the Johannesburg High Court in the event of any dispute. If any of the provisions of these terms & conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these terms & conditions, and the remainder of these terms & conditions shall continue in full force and effect. These terms & conditions constitute the entire agreement between the provider and the user with regard to the use of the content and this website.

## Updating of These Terms & Conditions

The provider reserves the rights to change, modify, add or remove from portions or the whole of these terms & conditions from time to time. Changes to these terms & conditions will become effective upon such changes being posted to this website. It is the user's obligation to periodically check these terms & conditions at the website for changes or updates. The user's continued use of this website following the posting of changes or updates will be considered notice of the user's acceptance to abide by and be bound by these terms & conditions, including such changes or updates.