

Consumer Protection

Legal Audit on Consumer Protection Act &
Electronic Communication and Transaction Act



✓ Clause 7 (i)

Please amend the first sentence to-

The Credit Grantor may **at all times**:

Please add the below clause to your agreement -

Limited Liability

Subject to the Terms of this Agreement, the Supplier shall bear no liability for any loss or damage, unless such damage or loss has regard to any circumstances within our reasonable control;

Subject to the terms of such separate agreements as may have entered into between the parties in this regard, the Customer hereby indemnifies the Supplier and holds it harmless against any and all liability, loss, damage or claim of whatsoever nature suffered by any third party in relation to any act or omission by the Customer or the Customer's members, employees, representatives, agents or assigns or any third party in relation to the Goods and the use thereof, and/or assigning from the provisions of this Agreement, unless such damage or loss has regard to any circumstances within our reasonable control.

F) Public Liability Insurance

Section 61 of the Act applies. Please speak to your broker in this regard and ensure you are sufficiently insured.

G) Website

Sections 29 & 41, page 53,60-61 of the CPA applies.

Please ensure that the description of the products/pictures are not misleading, as a consumer may return the goods if he/she expected something different.

The ECTA legislation applies to all websites, whether it is utilised for online shopping, catalogue marketing ordering of products /services or purposes or marketing your business



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The website: www.heddlehardware.co.za was visited and the following concerns were raised:

On the “main page (home)” and under “contact us” please insert the following:

Membership details of any accreditation body (AA etc.) if applicable

Registration number of the business

Website Terms and Conditions

It is also recommended that a “Terms and Conditions” Tab must be included on the website that will have the following information:

Acceptance of Terms

The Supplier permits the use of this Website subject to these terms and conditions (“the Terms and Conditions”). By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions. In the event of any conflict between the Terms and Conditions and any other conditions stipulated elsewhere, including in one of our Suppliers, the Terms and Conditions as contained herein will prevail.

Use of the Website

The contents of this Website, including any content, information, software, icons, text, links, graphics, lay-outs, images, sound clips, trade names, logos, trademarks and service marks are protected by law, including but not limited to copyright and trade mark law, and are owned by or licensed to The Supplier. No license to or right in any of such contents is granted to or conferred upon you. Any unauthorized use, distribution or reproduction of the said contents is prohibited.



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By entering this Website, you agree that you will not use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of the Website and that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. In addition, you agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy the pages of the Website or the content contained herein, without the prior written consent from an authorized The Supplier representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website). You may not use the Website to distribute material which is defamatory, offensive, and unlawful or contains hate speech.

Disclaimer

While The Supplier takes reasonable measures to ensure that the contents of this Website are accurate and complete, The Supplier makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of this Website or as to the accuracy, completeness or reliability of any information on this Website. The Supplier reserves the right to make changes, corrections and/or improvements to the information and to the products and programs described in such information, at any time without notice.

The Supplier will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserves the right to discontinue providing the Website or the service or any part thereof with or without notice to you. Any person who accesses this Website or relies on this Website or on the information contained in this Website does so at his or her own risk.

In addition to the disclaimers contained elsewhere in these Terms and Conditions, The Supplier also makes no warranty or representation, whether express or implied, that the information or files available on this Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise or jeopardise the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. The Supplier does not accept any responsibility for any errors or omissions on this Website.

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Limitation of Liability

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YOU HEREBY INDEMNIFY THE SUPPLIER AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THIS WEBSITE OR THE RECEIPT BY YOU OF AN ELECTRONIC MAIL FROM THE SUPPLIER OR ONE THAT PURPORTS TO EMANATE FROM THE SUPPLIER, UNLESS THE LOSS, CLAIM OR DAMAGE ARISES AS A RESULT OF THE GROSS NEGLIGENCE OF THE SUPPLIER.

Changes to these Terms and Conditions

The Supplier reserves the right to update and/or amend the Terms and Conditions from time to time and without any notice, and you are accordingly encouraged to check the Website regularly. Any such change will only apply to your use of this Website after the change is displayed on this Website. If you use this Website after such updated or amended Terms and Conditions have been displayed on this Website, you will be deemed to have accepted such updates or amendments.

Termination

The Supplier may in its sole discretion terminate, suspend and modify this Website and/or your use of this Website, with or without notice to you. You agree that The Supplier will not be liable to you in the event that it chooses to suspend, modify or terminate this Website or your use of this Website.

Governing Law

The Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa and application for any of the services offered on these pages or sites will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of the terms and conditions pertaining to such services.

Promotions TAB – Please update as some of the things on there refers to 2019 – 2020.



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ONLINE STORE

Please add below terms and conditions on your website for online sales -

Delivery Policy

The Supplier delivers free of charge within South Africa, either door-to-door or door-to-counter, depending on where you're located. If you reside outside of a main centre but would like door to door delivery – you can select that delivery option for a R_____ delivery fee.

During the purchase process, The Supplier will determine your delivery options based on your delivery address and postal code. For South African orders, irrespective of whether you select door to door delivery, or door to counter delivery, The Supplier will deliver within _____ working days depending on where you live.

Late Delivery

The Electronic Communications and Transactions Act 25 of 2002 ("ECT Act") entitles you to cancel your purchase with 7 days' notice if the products you have purchased are not be delivered within the agreed delivery period as specified in the The Supplier terms and conditions. The product(s) in question must be returned to The Supplier in their original state, including all labels. Any such cancellation must be done by e-mail: _____ or fax _____ The Supplier will then refund you within 30 days after date of such notification.



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Stock shortages

Should a product you have ordered be:

1. temporarily unavailable, The Supplier will notify you thereof as well as the anticipated delay in delivery and, unless you agree to wait for such longer period for delivery, or accept delivery of another product instead.
2. permanently unavailable, The Supplier will notify you and, unless you agree to accept another product instead, The Supplier will issue a refund in respect of that product to you.

Non-defective products (your right to return due to cooling-off right)

Save for certain exceptional cases (including purchases of made-to-order products, goods that the price depends on fluctuation), you are entitled to return any purchase concluded by The Supplier within 7 calendar days of the product(s) being delivered. In order to obtain a purchase price refund, the product(s) being returned must be sent back to The Supplier in accordance with the return procedure set out below.

Consequently, if upon receiving your purchase you are not satisfied with your choice of product(s) and wish to return it for a refund as aforesaid, please retain the product(s)' original packaging and do not use product.

If the incorrect product is delivered to you by mistake (i.e. it is not the product you purchased), please do not remove the product from its original packaging or try the product on at all. Please promptly contact The Supplier to notify The Supplier thereof, so that we can resolve the mistake by arranging to collect such product from you and deliver the correct product to you as quickly as possible.

Defective products

General warranty:

If, within 6 months after delivery of a product to you:

You find that the product(s) is defective/faulty, unsuitable for the purpose generally intended (or otherwise expressly indicated by The Supplier at time of purchase), or not legal or reasonably durable (based on the circumstances and product type) ("defective"); and –



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you arrange to return such product to The Supplier for inspection in accordance with the returns procedure in below, and the product is subsequently found to indeed be defective, you are entitled to either –

(a) be fully refunded, or (b) have the product repaired or replaced at The Supplier expense.

If the product is found NOT to be defective, you will NOT be entitled to any repair, replacement or refund but will instead be liable for the costs incurred in having such product returned to The Supplier and then redelivered to you.

When is a product defective? Please note: the following are examples of things which will NOT be regarded as defects and will NOT entitle you to any repair, replacement or refund under the general warranty above: faults resulting from normal wear and tear; damage arising from incorrect usage of the product, misuse and abuse and not following instructions of the product.

Exclusions

You may not under any circumstances return the following:

Non-defective products that have been "made to order". (You will be notified in the relevant Online Sale if the products are "made to order".)

Products that you or any other person has altered, repaired, incorporated or added to where such alteration, repair, incorporation or addition has not been authorised by The Supplier.

Return procedure to be followed

Contact the supplier by e-mail _____ or fax _____ and specify the following:

- the reason for the return;
- the date the product(s) was bought and the date the product(s) was delivered including a reference number or proof of purchase;
- the banking details for the refund (if applicable)
- Do not return the product without written approval of The Supplier.



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- The supplier will either arrange collection of the return product(s) or give you instructions of how the product(s) must be returned.
- If the return is accepted by The Supplier as a valid return, any refunds (depending on the circumstances as explained above) will be made by EFT into the bank account selected by you.

Under the “Online booking” section, it is also advised to insert the following:

Your banking details and manner in which payments may be done.

Manner and period within which the consumer can access and maintain a full record of the transaction (for example will you contact them by email, fax or telephone)

The following tabs:

- | | | | |
|--------------------------|--|-----|----|
| <input type="checkbox"/> | Do you wish to review your booking | Yes | No |
| <input type="checkbox"/> | Do you wish to correct any mistakes | Yes | No |
| <input type="checkbox"/> | Do you wish to withdraw your transaction: | Yes | No |
| <input type="checkbox"/> | I agree and understand the terms and conditions. | | |

The above is very important for all consumers to confirm before the online booking request is sent to you.

H) General

❖ **Email disclaimer to be attached to all outgoing emails:**

E-mail disclaimer: This e-mail may contain confidential information and may be legally privileged and is intended only for the person to whom it is addressed. If you are not the intended recipient, you are notified that you may not use, distribute or copy this document in any manner whatsoever. Kindly also notify the sender immediately by telephone, and delete the e-mail. **Hedde Hardware CC** does not accept liability for any damage, loss or expense arising from this e-mail and/or accessing any files attached to this e-mail. Disclaimer is deemed to form part of the content of this email in terms of Section 11 of the Electronic Communications & Transactions Act, 25 of 2002.

