

INTRODUCTION

These terms and conditions govern your use of the website & online shopping. All references to “the Company”, “we”, “us” and “our” in these terms and conditions are deemed to refer to Heddle Hardware cc, a private company incorporated in the Republic of South Africa. All references to “you” and “your” are deemed to refer to any user or visitor of www.hhonline.co.za

DEFINITIONS

For the purposes of this Privacy Policy:

- **Account** means a unique account created for You to access our Service or parts of our Service.
- **Company** (referred to as either “the Company”, “We”, “Us” or “Our” in this Agreement) refers to Heddle Hardware cc
- **Cookies** are small files that are placed on Your computer, mobile device, or any other device by a website, containing the details of Your browsing history on that website among its many uses.
- **Country** refers to: South Africa
- **Device** means any device that can access the Service such as a computer, a cell phone or a digital tablet.
- **Personal Data** is any information that relates to an identified or identifiable individual.
- **Service** refers to the Website.
- **Service Provider** means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analysing how the Service is used.
- **Third-party Social Media Service** refers to any website or any social network website through which a user can log in or create an account to use the Service.
- **Usage Data** refers to data collected automatically, either generated using the Service or from the Service infrastructure itself (for example, the duration of a page visit).
- **Website** refers to HEDDLE Hardware, accessible from www.hhonline.co.za
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

PERMISSION TO USE THE WEBSITE AND DISCLAIMER

The Company permits the use of this Website subject to 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.

Disclaimer

- Any person who accesses this Website or relies on this Website or the information contained in this Website does so at his or her own risk.
- While the Company takes reasonable measures to ensure that the contents of this Website are accurate and complete, the Company 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.
- All information provided on this website is provided “as is” without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.
- The Company does not accept any responsibility for any errors or omissions on this Website.

- The Company 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 can corrupt, destroy, compromise, or jeopardise the operation, stability, security functionality or content of your computer system, computer network, any mobile device, hardware, or software in any way.

WEBSITE UPDATES INCLUDING TERMS AND CONDITIONS

- The Company 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. 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.
- You are allowed to discontinue using the Website at any time without contacting us. This will not affect the outcome of your access to the Website.

DEALING WITH THIRD PARTIES

- This Website may contain links or references to other websites (“Third-Party Websites”) outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third-Party Websites and the Company is not responsible for the practices and/or privacy policies of those Third-Party Websites or the cookies that those sites may use.
- Although this website may refer to or provide links to Third-Party Websites, your use of such Third-Party Websites is entirely at your own risk, and we are not responsible for any loss, expense, claim or damage, whether direct, indirect, or consequential, arising from your use of such Third-Party Websites or your reliance on any information contained therein.
- We have no control over Third-Party Websites, and you agree that we do not accept any liability or responsibility for any content, data, goods, or services on or via Third-Party Websites, or any damage or damages caused or alleged to be caused by or in connection with your use of such contents, information, goods, or services or otherwise available on or through such Third-Party Websites. You also agree to do this completely at your own risk when you browse Third-Party Websites.

PERSONAL INFORMATION AND PRIVACY

Heddle Hardware is committed to ensuring the security and protection of the personal information that we process, and to provide a compliant and consistent approach to data protection. We have always had a robust and effective data protection programme in place which complies with existing law and abides by the data protection principles. However, we recognise our obligations in updating and expanding this programme to meet the demands of the GDPR & POPI.

- We respect your privacy. Should you decide to make use of our website, the personal information that we will require is purely for the access of the Website and to get purchasing discounts through the application of our HEDDLE Discount Card which is required to access our online shopping.
- It is your responsibility to update any of your personal information that you provide to us as soon as it is no longer accurate and complete.
- We may also request that you submit your personal information to us via the Website to access certain elements of the Website or make use of the services we provide on or through the Website.
- You guarantee that the personal information you give is correct, up to date, and comprehensive. You will be denied access to the Website if you breach this warranty or are later determined to have breached this guarantee.

- We may take efforts to verify the personal information you provide us. You provide your unequivocal approval for this verification process. You recognise and agree that your access to the Website may be restricted until the verification procedure is successfully completed.
- The purposes for which we will use your personal information are as follows: to contact you regarding current or new products or services, to inform you of new features, special offers and promotional competitions and to improve your experience on our website by, inter alia, monitoring statistical non-personal browsing habits, and to transact with us.
- The Company will not use your personal information for any purpose (other than as stated above) without your express consent. We will not use or disclose your personal information to third parties without your consent unless the use or disclosure is required to comply with applicable law, order of the court or legal process served on the Company; and/or disclosure is necessary to protect and defend the rights or property of the Company.
- We will be entitled to disclose your personal information to those of our employees and/or third-party service providers who assist us to interact with you via our website or email and thus need to know your personal information to assist us to communicate with you properly and efficiently. We will ensure that all such employees and/or third-party service providers having access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations concerning your personal information.
- We will treat your personal information as strictly confidential; upon your request, promptly return or destroy any of your personal information in our possession or control.
- The security of your personal data is important to us but remember that no method of transmission over the Internet or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your personal data, we cannot guarantee its absolute security.
- However, with your consent, we may disclose your personal information for any other purpose.

If you disclose your personal information to a third party, such as an entity that operates a website linked to this Website or anyone other than the Company. The Company shall not be liable for any loss or damage, howsoever arising, suffered by you because of the disclosure of such information to the third party. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.

PERSONAL INFORMATION AND LEGAL OBLIGATIONS

Business Transactions:

- If the Company is involved in a merger, acquisition or asset sale, Your Personal Data may be transferred. We will provide notice before Your Personal Data is transferred and becomes subject to a different Privacy Policy.

Law Enforcement:

- Under certain circumstances, the Company may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g., a court or a government agency).

Other Legal Requirements:

The Company may disclose Your Personal Data in the good faith belief that such action is necessary to:

- Comply with a legal obligation.
- Protect and defend the rights or property of the Company.
- Prevent or investigate possible wrongdoing in connection with the Service.
- Protect the personal safety of users of the Service or the public.
- Protect against legal liability.

TRACKING TECHNOLOGIES & COLLECTION OF COOKIES

You agree to our Privacy and Cookies Policy by using this site. A cookie is a piece of data that your web browser saves on your computer's hard drive when you use our computer server. Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies. We use cookies for the following purposes:

- **Authentication** – we use cookies to identify you when you visit our website and as you navigate our website.
- **Status** – we use cookies to help us to determine if you are logged into our website.
- **Shopping cart** – we use cookies to maintain the state of your shopping cart as you navigate our website.
- **Personalisation** – we use cookies to store information about your preferences and to personalise our website for you.
- **Security** – we use cookies as an element of the security measures used to protect user accounts, including preventing fraudulent use of login credentials, and to protect our website and services generally.
- **Advertising** – we use cookies to help us to display advertisements that will be relevant to you.
- **Analysis** – we use cookies to help us to analyse the use and performance of our website and services.
- **Cookie consent** – we use cookies to store your preferences in relation to the use of cookies more generally.
- Cookies used by our service providers.

Our service providers may use cookies and those cookies may be stored on your computer when you visit our website.

- We use Google Analytics to analyse the use of our website. Google Analytics gathers information about website use by means of cookies. The information gathered relating to our website is used to create reports about the use of our website. Google's privacy policy is available at: <https://www.google.com/policies/privacy/>.
- We may publish Google AdSense interest-based advertisements on our website. These are tailored by Google to reflect your interests. To determine your interests, Google will track your behaviour on our website and other websites across the web using cookies. This behaviour tracking allows Google to tailor the advertisements that you see on other websites to reflect your interests, but we do not publish interest-based advertisements on our website. You can view, delete or add interest categories associated with your browser by visiting: <https://adssettings.google.com>. You can also opt-out of the AdSense partner network cookie using those settings or using the Network Advertising Initiative's multi-cookie opt-out mechanism at: <http://optout.networkadvertising.org>. However, these opt-out mechanisms themselves use cookies, and if you clear the cookies from your browser your opt-out will not be maintained. To ensure that an opt-out is maintained in respect of a particular browser, you may wish to consider using the Google browser plug-ins available at: <https://support.google.com/ads/answer/7395996>.

Cookies can be "Persistent" or "Session" Cookies. Persistent Cookies remain on your personal computer or mobile device when you go offline, while Session Cookies are deleted as soon as you close your web browser. We use both Session and Persistent Cookies for the purposes set out below:

Necessary/Essential Cookies:

- Type: Session Cookies
- Administered by: Us
- Purpose: These cookies are essential to provide you with services available through the Website and to enable you to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts. Without these Cookies, the services that you have asked for cannot be provided, and we only use these Cookies to provide you with those services.

Cookies Policy/Notice Acceptance Cookies:

- Type: Persistent Cookies
- Administered by: Us
- Purpose: These Cookies identify if users have accepted the use of cookies on the Website.

Functionality Cookies:

- Type: Persistent Cookies
- Administered by: Us
- Purpose: These cookies allow us to remember choices you make when you use the Website, such as remembering your login details or language preference. The purpose of these cookies is to provide you with a more personal experience and to avoid you having to re-enter your preferences every time you use the Website.

Managing Cookies:

Most browsers enable you to refuse to accept cookies as well as erase them. The methods for doing so differ from one browser to the next, as well as from one version to the next. You can, however, get up-to-date information about blocking and removing cookies by clicking on the following links:

- <https://support.google.com/chrome/answer/95647?hl=en> (Chrome);
- <https://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences> (Firefox);
- <http://www.opera.com/help/tutorials/security/cookies/> (Opera);
- <https://support.microsoft.com/en-gb/help/17442/windows-internet-explorer-delete-manage-cookies> (Internet Explorer);
- <https://support.apple.com/kb/PH21411> (Safari); and
- <https://privacy.microsoft.com/en-us/windows-10-microsoft-edge-and-privacy> (Edge).

EXPLICIT CONSENT

As a user, you give us explicit consent to use your data in the manner described in the personal information and privacy and cookie section to better your experience and to ensure that we continue providing solutions suitable for your shopping experience on our website.

WEBSITE ACCEPTABLE USE

- You may only use the Website if you are 18 years of age or older. If you are under 18, you may use the Website only with the involvement of your parent or legal guardian.
- You agree that you will not use any device, software, or other instruments to interfere or attempt to interfere with the proper working of this Website. In addition, you agree that you will not use any robot, spider, other automatic devices, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised Company 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, contains or amounts to hate speech or is otherwise unlawful.
- You may not display, publish, copy, print, post or otherwise use the Website and/or the information contained therein for the benefit of any other website without the express prior written consent of an authorised Company representative.
- If you engage in any of the aforementioned practices, as determined in our sole discretion (and whose decision shall be final), we shall be entitled, without prejudice to any other rights we may have, to:
 1. suspend or terminate your access to the Website without notice.
 2. hold you liable for any costs we incur because of your misconduct.

INTELLECTUAL PROPERTY

- All intellectual property rights, including copyright, in all materials, including trademarks, logos, photographs, images, text and other graphics which form part of the Site are owned by the Company alternatively the Company is the lawful user thereof. Such rights are protected by both South African and international intellectual property laws. All data and information communicated to or from the Site and/or any Site information as well as the database is the sole property of the Company.
- The Company permits you to view, electronically copy and print portions of the Site for the sole purpose of placing an order with the Company for any of the Products.
- Any use of materials on the Site other than for the purpose noted above including, without limitation, the unauthorised submission, removal, modification, dissemination, copying or distribution of copyrighted or other proprietary content, without the prior written consent of the Company and/or the lawful trademark and/or copyright owner (if applicable), is prohibited and constitutes an unlawful infringement of the intellectual property rights of the Company and/or such trademark and/or copyright owner.

COMPLAINTS PROCEDURE

If you feel your rights have been infringed through the unlawful use of the website, other website users or third parties, you may address your claims by emailing our information officers at data@heddlehardware.co.za and kindly note you will be offered two forms that must be completed in requesting information to successfully resolve your complaint or amendment of your personal information. The forms will assist with the amendment of your personal information or complaints about infringement of your personal information.

WARRANTIES, LIMITATIONS OF LIABILITY AND INDEMNITIES

- The company shall not be liable for any direct, indirect, incidental, special or consequential injury, loss or damages which might arise from your use of, or reliance upon, any material or content contained in, or inability to use, and/or unlawful activity on, the website and/or any linked third-party website. You hereby indemnify the Company 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 any linked third-party website.
- Without derogating from the generality of any of the provisions hereof, and subject to the CPA, Heddle Hardware cc shall not at any time be liable for any claims of whatsoever nature and howsoever arising for direct or consequential loss or damage which may be sustained by the Customer in connection with the use of the Products and the Customer hereby indemnifies Heddle Hardware cc against all such claims.
- On delivery of the Products to the Customer, the risk in and to the Products shall pass to the Customer notwithstanding that ownership in the Products remains vested in the Company.

GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website 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 these Terms and Conditions.

ONLINE PURCHASING TERMS AND CONDITIONS

In addition to the above, for the use of the site concerning viewing and/or purchasing of products from the site, the following provisions shall apply:

Website Online Registration:

To purchase Products from our Website, you must be at least 18 years of age or older. If you are under 18, you may use the Website only with the involvement of your parent or legal guardian. Registration as a buyer on the Website is free and does not obligate you to make a purchase. Before you can place your first online order, you must first register with us.

- Registration and/or usage of our website constitutes your acceptance and agreement to be governed by the Terms of our Website. To register, you must give certain personal information, which is protected by our Privacy and Cookies Policy.
- You will be requested, when you register with us, to include an email address and a password used as your website login and password. Please keep your password private since we do not accept responsibility for damages or losses arising from your account's use or misuse.
- When your registration is accepted, the buyer will receive a confirmation email on the website. You should contact us if you do not receive the confirmation email.

PRODUCT PRICING AND AVAILABILITY

- The Products displayed on this Site are subject to availability and will be delivered only within the Republic of South Africa, within the defined areas as determined by the Company. All prices displayed on the Site are valid and effective only in the Republic of South Africa. The Company reserves the right, without prior notice, to discontinue or change pricing or specifications on Products and services offered on this Site without incurring any liability whatsoever.
- Although we have made every effort to display as accurately as possible the products that appear on the Site, there may be variations in the product colour or the packaging.

UNINTENDED AND OBVIOUS ERRORS

We regret that no orders will be processed if we discover an unintended and clear inaccuracy in the prices of Products or Services or the descriptions of any of our Products or Services on our web platform. If we become aware of a pricing error in relation to any Products or Services advertised by us online, we will be entitled to notify you of such error and, at your option, either:

- cancel the transaction and, if you have already paid for any Products, we will refund you such payment; or
- uphold the transaction and allow you to pay the correct price before the order is fulfilled.

We recommend that price and stock availability with the respective Heddle Hardware Branch be confirmed before visiting the shop to avoid disappointment.

PURCHASE OF PRODUCTS

These Terms and Conditions of Online Purchases govern the order or purchase of products ("Goods") by you from the Company via the Website. The Terms and Conditions of Online Purchases are in addition to the Terms and Conditions of Use of the Website.

- Once you tick the box labelled "I accept", these Terms and Conditions of Online Purchases form a legally binding agreement between you and the Company.
- All submitted online purchase orders are sent to you via email.
- Once the company has received your order, our online shopping department will email you within 48 working hours to confirm stock availability and the status of your order.
- Address any issues or queries regarding Online shopping to Callie Bagley, the Company's E-Commerce Customer Liaison Officer via email data@heddlehardware.co.za or telephonically on 021 4611206

PAYMENT

- Payment can be made via credit card or via electronic funds transfer, in which event, you must make payment within 24 hours of submitting your order, as the Company will not execute the order until receiving confirmation that payment has been received.

- EFT payments must be made using the order number as the reference.
- Should the Company for any reason not be able to supply the goods on your order, we will contact you telephonically to arrange for reimbursement via EFT, which will be done within 24hrs of receiving your banking details.

CONFIRMATION OF ORDERS

- You will receive an email confirming when your order is ready for collection at the store that you have nominated for your order. This process can take up to 2-3 working days after payment confirmation.
- Your collection confirmation and ID must be presented before goods can be released. You will be required to sign the receipt for the goods.

DELIVERY OF ORDERS

- The Products displayed on this Site will only be delivered within the Republic of South Africa, within the defined areas as determined by the Company.
- The Courier Guy services will attend to delivering your online purchases. The waybill number will be emailed to you once your order is ready for collection. You will be able to track your order on Aramex.com. Delivery can take up to 3-5 working days after payment confirmation.
- Heddle's Door-to-Door deliveries will be fulfilled within 2-3 working days and The Courier Guy's deliveries within 3-5 working days. Please note that delays may occur when dealing with certain third-party service providers.

STORE PICK-UP/COLLECTION POINTS

- Your collection confirmation and ID must be presented before goods can be released. You will be required to sign the receipt for the goods.
- 3rd party collections at Heddle Hardware stores would be required to present a copy of the customers' ID as well as collection confirmation and will be required to sign the receipt for the goods.

RISK AND OWNERSHIP

On delivery of the Products to the Customer, the risk in and to the Products shall pass to the Customer notwithstanding that ownership in the Products remains vested in the company.

CANCELLATION, REFUNDS & RETURNS

- Should you wish to cancel an order, it must be done telephonically within 48hrs of placing the order to avoid unnecessary liability of courier costs. Adrian Rowland, the Company's E-Commerce Customer Liaison Officer, can be contacted on 0795421350
- As per the Electronic Communications & Transactions Act (ECT Act), you will have the right to return the goods within 7 days of delivery for any reason without penalty, but you will be liable for the costs of returning the goods. The company will reimburse you for the purchases order via EFT within 24hrs of receiving the goods.
- Damaged or defective goods must be reported within 24 hours of delivery. The company will arrange for Aramex courier services to collect the goods at their own cost and will reimburse you for the purchases via EFT within 24hrs of receiving the goods.

ONLINE SECURITY

As a Heddle Hardware Customer, we understand that due to the rise of online shopping, new security dangers have also been created. We are committed to helping you remain secure online and have put together several pointers that you should always bear in mind:

- Check if the URL is secure by verifying whether it starts with “https://” – the “s” after “http” signals that the site is safe. Some browsers will additionally show a secure website by displaying a lock icon before the URL. When you are unsure, examine if there are any complaints or allegations of scams by searching for the firm and the website online.
- When registering for an account, choose a strong password that combines uppercase and lowercase letters, at least one digit and a special character such as, “! # \$” etc.
- Be aware of phishing and malicious emails that require your personal information. Do not open them without contacting an IT officer or doing related security checks.
- You need to protect against malware with regular updates to your antivirus program.
- If you are shopping via a public hotspot, stick to known networks, even if they’re free, it’s always best to privatise your Wi-Fi.
- Any time you connect to the Internet using a Wi-Fi network that you don’t own, you should use a virtual private network, or VPN.

VOUCHERS AND COUPONS

Regarding vouchers and coupons, Heddle Hardware may offer you coupons that may be used on the website to purchase products on occasion and at their exclusive discretion. Heddle Hardware coupons may be used exclusively on the Website and are not valid in any store unless otherwise stated in the coupon terms and restrictions. Coupons may be limited to a certain number of Products sold and may only be valid to specific Products purchased on the Website.

AVAILABILITY AND TERMINATION

- We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserve the right to discontinue providing the Website or any part thereof with or without notice to you.
- The Company may in its sole discretion terminate, suspend, and modify this Website, with or without notice to you.
- You agree that the Company will not be liable to you if it chooses to suspend, modify or terminate this Website.