

Ecommerce Terms

These Terms and Conditions shall apply to all orders concluded by or with Authentic by Design for the sale and/or supply of products on our online shop, Authentic-bydesign.com (the "Site"). When you submit an order to Authentic by Design, give any delivery instruction or accept delivery of any products, this shall constitute your unqualified acceptance of these Terms and Conditions. However, nothing in these Terms and Conditions affects your statutory rights

1.1 Use of our online shop is also subject to additional Supply & Purchase, which must be specifically incorporated, insofar as they apply to online purchases.

How a contract is formed

2.1 You may register an online profile on Authentic-bydesign.com or use Guest checkout to place an order. To place an order with Authentic by Design you must be older than 18.

2.2 To register a profile, you must provide a unique username and password and provide certain information and personal details to Authentic by Design. You will need to use your unique username and password to access the Site in order to purchase products.

2.3 You may place an order for one or more products on offer as long as such products are available and not sold out.

2.4 A contract of sale between you and Authentic by Design only comes into effect once you have fully completed and submitted the online order form for the products in your shopping cart ("cart") AND your payment has been authorised by Authentic by Design (or has been received into Authentic by Design' bank account). Our acceptance of your order will only take place once payment for your order has been received. We will send a confirmation email that your payment has been received. This communication will serve as our acceptance of your offer to purchase our product.

Price and Payment

3.1 The amount to be paid will be shown on the Site together with the charges you must pay including VAT and delivery fee, if applicable. Unless otherwise stipulated on the Site, all charges are in the currency then in force in South Africa.

3.2 You shall pay for the product by one of the following payment methods, subject to Authentic by Design' discretion

3.2.1 Payment via Instant EFT:

Authentic by Design accepts Instant EFT as a payment option and is available to ABSA, FNB, Nedbank and Standard Bank, Capitec and Investec. These payments are processed immediately by your bank and provide a secure transfer for immediate payment. You will need to please send a proof of payment to info@authentic-bydesign.com and wait for the funds to reflect in our account before manufacturing can commence. Your order status will be updated immediately. Instant EFT guarantees the highest levels of security when paying online and your online banking details are not stored.

3.3 You cannot reserve products by placing them in your cart for payment at a later stage. Authentic by Design may remove products from your cart if the product is no longer available.

3.4 Your order remains valid as an offer until we issue our Confirmation of Order email.

3.5 Authentic by Design shall not be obliged to supply the product to you unless We have accepted your order (by issuing a Confirmation of Payment email). Unless expressly stating that We accept your order, an email, letter, fax or other Acknowledgement of your Order by us is purely for information purposes and does not constitute the confirmation of a contract of sale. In that Acknowledgement, we may give you an order reference number and details of the Product you have ordered. We may in our discretion refuse to accept an order from you for any reason, including unavailability of supplies.

3.6 Authentic by Design will, at all times, do our utmost best to ensure that the price given to you is accurate, but the price of your order will need to be validated by Authentic by Design as part of our acceptance procedure. If the price for the order changes before we accept your order, We will contact you and ask you to confirm whether you wish to proceed at the amended price.

3.7 Please be aware that risks exist when using Instant EFT. Authentic by Design has taken all of the necessary precautions to minimise risk for you the customer, however there do exist fraudulent third parties who may intercept your payment and/or obtain your banking details, please ensure that you remain vigilant and confirm all the necessary details. Authentic by Design will not be liable for any fraudulent interceptions. If the purchase price is not paid to us due to interception by fraudulent parties we unfortunately will not proceed with the contract of sale.

Cancellation of your order

4.1 Authentic by Design reserves the right to refuse processing of payment for any order and/or to cancel any purchase, partially or completely, with notice given to you.

4.2 Authentic by Design will be liable for reimbursing you the rand value paid only if you have already paid for the cancelled order.

4.3 After delivery of the product, you may cancel the sale only in accordance with our Returns policy which can be found in our Terms & Conditions here.

4.4 We reserve the right, for purposes of suspected fraud, to refuse to accept or process payment on any order, and/or to cancel any sale concluded between you and Authentic by Design, in whole or in part.

Collection or delivery

Our delivery terms can be found in our Delivery and Collection Handbook.

Returns policy

For our Returns Policy, please refer to our Terms & Conditions Handbook.

Amendments to these terms and conditions

Authentic by Design may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the Site.

Disclaimers

8.1 Authentic by Design undertakes to ensure compliance with:

a) Provisions in the Consumer Protection Act 68 of 2008 in relation to any products sold by Authentic by Design to you via the Site; and

b) Sections 43(5) and 43(6) of the Electronic Communications and Transactions Act in relation to Authentic by Design payment systems being sufficiently secure;

8.2 Neither Authentic by Design 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 Site or the services or content provided from and through this Site. Furthermore, Authentic by Design makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this Site are free from errors or omissions or that the service will be 100% uninterrupted and error free. You are encouraged to report any possible malfunctions and errors to info@authentic-bydesign.com

8.3 Although products sold via the Site may be under warranty, the Site itself is supplied on an “as is” basis and has not been compiled or supplied to meet your individual requirements. It is your sole responsibility to satisfy yourself prior to accepting these Terms and Conditions that the service available from and through this Site will meet your individual requirements and be compatible with your hardware and/or software.

8.4 Any views or statements made or expressed on the Site are not necessarily the views of Authentic by Design, its directors, employees and/or agents.

8.5 In addition to the disclaimers contained elsewhere in these Terms and Conditions, Authentic by Design also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risks.

8.6 Authentic by Design SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, THE WEBSITE OR THE CONTENT CONTAINED IN THE WEBSITE; OR YOUR INABILITY TO USE THE WEBSITE, AND/OR UNLAWFUL ACTIVITY ON THE WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.

8.7 YOU HEREBY INDEMNIFY Authentic by Design 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 AND/OR ANY LINKED THIRD PARTY WEBSITE.

Data Protection

Please see our Privacy Policy and Cookie Notice, which forms part of these Terms and Conditions.

General

10.1 This Site is hosted, controlled and operated from the Republic of South Africa and therefore governed by South African law and, you and Authentic by Design submit to the jurisdiction of the South African courts.

10.2 You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.

10.3 Any failure on the part of you or Authentic by Design to enforce any right in terms hereof shall not constitute a waiver of that right.

10.4 If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

10.5 No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

10.6 No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show grant or allow to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.