

## **TERMS & CONDITIONS**

### **Use of Site**

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### **Disclaimer of Warranty**

The contents of this site are provided "as is" without warranty of any kind, either expressed or implied, including but not limited to warranties of merchantability, fitness for a purpose and non-infringement.

The owner of this site, the authors of these contents and in general anybody connected to this site in any way, from now on collectively called "Providers", assume no responsibility for errors or omissions in these contents.

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The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

### **Our Rights**

#### **We reserve the right to:**

1. modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
2. change these Conditions from time to time, and your continued use of the Website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.
3. We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.

### **Privacy Policy**

We are committed to protecting your privacy. This Privacy Policy applies to all the web pages related to this Website.

All the information gathered in the online forms on the Website is used to personally identify users that subscribe to this service. The information will not be used for anything other than that which is stated in the Terms & Conditions of use for this service. None of the information will be sold or made available to anyone.

The Site may collect certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the Site; the pages that you access while at the Site and the Internet address of the Website from which you linked directly to our Site. This information is used to help improve the Site, analyse trends, and administer the Site.

We may need to change this Policy from time to time in order to address new issues and reflect changes on our Site. We will post those changes here so that you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer to this Policy regularly. If you have any questions or concerns about our Privacy Policy, please send us an email.

By using this Website, you signify your acceptance of our Privacy Policy. If you do not agree to this Policy, please do not use our Site. Your continued use of the Website following the posting of changes to these terms will mean that you accept those changes.

### **Cookie/Tracking Technology**

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customise the Site for visitors. Personal information cannot be collected via Cookies and other tracking technology; however, if you previously provided personally identifiable information, Cookies may be tied to such information. Aggregate Cookie and tracking information may be shared with third parties.

### **Third Party Links**

To provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

### **Product Availability**

Lead time is dependent on stock availability. Should we have stock available, orders will be dispatched the following working day once payment is received.

Every effort is made to effect shipment of your order timeously, however unforeseen circumstances may cause delays. Should we be faced with such an occurrence, Ralstons will contact you via email and provide a revised shipping schedule.

### **Delivery Policy**

When you click to make a purchase with us, legal obligations arise and your right to refund of monies charged to your credit card or paid in any other way agreed by us, are limited by our Terms & Conditions. You must not make any purchase through this Site unless you understand and agree all our Terms and Conditions. Once payment is made for the purchase, it is deemed that you have read and understood the terms and conditions for such purchase. If you have any queries, please contact us before making any purchase for any service through this Website.

## **Shipping**

### **SA counter to counter**

- Please ensure the correct physical working-hours shipping address is provided from the outset as title and risk will pass to you once the order has left our premises.

### **Undeliverable packages**

- Occasionally packages are returned to us as undeliverable. Should this event take place, every attempt will be made to contact you to arrange for re-shipment. If the package is returned due to incorrect shipping address, re-shipment will be at your cost.

### **Order processing**

- Order processing will not begin until we receive a confirmed order and full payment.

## **Refunds / Returns Policy**

Should you for any reason wish to cancel your purchase you will be liable for a 15% handling fee. You must advise us in writing of your cancellation and any such cancellation must be signed by the person who made the original purchase. The goods must be returned to us undamaged in the original packaging within 14 calendar days.

\* Note: Ralstons recommends that you use Speed Services Couriers (South African Postal Services) for all returns as it offers shipment tracking through a 24 hours customer helpline. Should you choose to use a carrier that does not offer a tracking facility and the goods are lost then no refund or return will be considered.

### **International customers should make use of a courier that offers:**

1. Shipment tracking.
2. Insure your package for safe return and declare the full value of the shipment failing which loss or damage will be for your account.

### **Disclosure of outlet country at time of payment**

Nedbank  
South Africa

## **Payment Options and Pricing**

All transactions will be processed in South African Rands (ZAR).

Ralstons endeavours to offer you competitive prices on current products; your total order price will include the price of the purchase and shipping charges (on the day of shipping).

**Ralstons reserves the right to change pricing at any time without prior notice.**

We accept payment through the following methods:

- MasterCard & Visa credit cards and debit cards
- EFT (Electronic Fund Transfer)
- **Direct Deposit**

You may pay for your products through a direct deposit where you have to go into your bank and physically make your direct deposit there. Please email through a scanned copy of your deposit slip to us at [info@ralstonsjewellery.com](mailto:info@ralstonsjewellery.com) to ensure your payment is confirmed and order shipped as quickly as possible.

**Banking Details:**

Bank : Nedbank Edenvale  
Branch No. : 198765  
Account Name : Paul Ralston Nel trading as Ralstons  
Account No. : 1518010237  
Account Type : Current Account

**For more information about how to order, special order requirements and other payment options, please contact our Support Team on (066) 202 9947 or email [info@ralstonsjewellery.com](mailto:info@ralstonsjewellery.com).**

**Security Policy**

PayFast is a leading online payment processing company that Ralstons uses for our online payments. Please **click here** to see exactly how PayFast keeps our transactions secure.

**Monitoring**

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

**Law**

The Conditions will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

**Updating of these Terms and Conditions**

We reserve the right to change, modify, add to, or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and 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 and Conditions, including such changes or updates.

**Consent**

I understand that all the designs and trademarks are registered to Ralstons and hereby accept the terms and conditions. I undertake not to copy/duplicate the trademarks and designs directly or indirectly in anyway and understand the legal implications thereof. Should I be found to be in violation of this agreement I understand that I will be held liable for all legal costs incurred by Ralstons for any civil action or any legal action deemed necessary against me.

Johannesburg, South Africa

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