



UNITED HERZLIA SCHOOLS

בתי"ס המאוחדים הרצליה

WEBSITE AND ONLINE STORE TERMS AND CONDITIONS

LAST UPDATED: 1 February 2018

1 INTRODUCTION AND ACCEPTANCE

- 1.1 United Herzlia Schools PBO NPO 0/9-713 ; ("We", "Us", "Our", "UHS ") provides the information on this website ("**Website**") and sells the Goods offered via the Website, subject to the terms set out herein and as may be referenced herein (collectively, the "**Terms**"). "**Use**" of the Website and pages of the Website including the UHS online store ("**Online Store**") includes browsing the Website and purchasing the Goods offered for sale via the Website and the Online Store. "**Goods**" refers to the UHS school uniform and sports kit, the full catalogue of which is available **here**.
- 1.2 The Terms govern the ordering, sale and delivery of Goods, and the use of the Website.
- 1.3 **The Terms contain provisions which limit the risk or liability of UHS, which terms appear in bold. Your attention is drawn to these provisions and should be carefully noted.**
- 1.4 We may modify the Terms ("**Amended Terms**"). Amended Terms will be made available via the Website. By using the Website, You agree to the Terms. If You do not agree to the Terms, please terminate your Use of the Website. Each time You use the Website You agree to be bound by the Terms or the Amended Terms, as the case may be.

2 PURCHASE OF GOODS

- 2.1 An agreement of sale only comes into effect when payment for Goods is received by UHS in its designated bank account.
- 2.2 Prior to delivery or collection of the Goods, you may cancel an order at any time although **orders for Customised Goods cannot be cancelled**. After delivery or collection, you may return the Goods only in accordance with the Return Policy in clause 5.
- 2.3 **UHS will monitor stock levels but cannot guarantee the availability of Goods. When Goods are not available this is stated on the Online Shop.**

3 PURCHASE PRICE AND PAYMENT

Payment for Goods can only be made with a Credit Card. **You warrant that you are authorised to use the credit card supplied to pay for the Goods.**

4 DELIVERY OF GOODS

4.1 **UHS will not deliver any Goods until payment has not been received in full.**

4.2 UHS offers 2 (two) delivery methods -

4.2.1 delivery to Contantia Primary, Highlands Primary, Main Campus (High School Campus) or Weitzman Primary to thereafter be collected by You; or

4.2.2 self-collection from the Main Campus (High School Campus).

4.3 Where the Goods are collected by pupils at any of the campuses, UHS is not responsible for any loss of Goods before they are taken home by the pupil.

4.4 Once payment has been received UHS, UHS will deliver the Goods to you or make the Goods available for collection as soon as reasonably possible, but no later than 30 (thirty) days of receipt of Your payment ("**Delivery Period**"). We will let you know if we are unable to deliver the Goods during the Delivery Period. You may within 7 (seven) days of receiving such notification cancel your order for the Goods. If you elect to cancel your order, we will reimburse you the purchase price.

4.5 UHS's obligation to deliver Goods is fulfilled when We deliver the Goods to the campus nominated by you for delivery of the order or in the case of self-collection, when the Goods are made available for collection by you.

4.6 **We will take reasonable efforts to accurately reflect the description, availability and purchase price of Goods on the Website and the Online Store but subject to applicable laws, We will not be liable for any loss, liability, claim or expense arising from any inaccurate description, unavailability or incorrect purchase price**

5 RETURNS POLICY

5.1 It is your responsibility **to** ensure that the Goods are what you ordered and meet your requirements.

5.2 Other than the Goods referred to in 5.5, You may return your purchase within fourteen (14) days of receipt of the Goods and you will be refunded the purchase price of the returned Goods. Returns beyond this period are at the sole discretion of the UHS.

5.3 Should you not be satisfied with any Goods /s purchased, you may subject to 5.4 return the Goods for a refund or exchange

5.4 You may only return an item if it has not been damaged, altered and is in a saleable condition, with labels attached. Goods that have been altered cannot be returned.

5.5 **The following Goods cannot be returned –**

5.5.1 **Goods made to the Customers specifications, unless there is a manufacturing defect;**

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5.5.2 **swimwear with detached hygiene strips;**

5.5.3 **school caps.**

6 CONTENT YOU PROVIDE

6.1 **You warrant that all information submitted by you is true, accurate, current and complete. You shall not misrepresent Your identity.**

6.2 By using the Website, You grant Us the right to use information, data, materials and other content You provide via the Website for the purposes as set out in the Privacy Policy.

7 COMMUNICATIONS THAT ORIGINATE FROM YOU

We may assume that all electronic communications which reasonably appear to originate from You or a person You have told Us is authorised to act on Your behalf are in fact from You and the form in which We receive the communication is the same as when it was first dispatched.

8 TO PROTECT THE INTEGRITY OF THE WEBSITE

8.1 You may not:

8.1.1 use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Website without Our express written consent;

8.1.2 use or attempt to use any engine, software, tool, agent, or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Website other than the search engines and search agents available through the Website and other than generally available third party web browsers;

8.1.3 post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Website;

8.1.4 attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Website;

8.1.5 use the Website in a manner that would bring Us into disrepute;

8.1.6 access the Website for unlawful purposes or use the Website in a manner which infringes Our rights or the rights of any other person or restricts or inhibits the use of or enjoyment of Our computer systems by any other person;

8.1.7 post or transfer any material to the Website that is unlawful or violates any third party's rights or which is obscene, misleading, inaccurate, defamatory, illegal, in breach of any copyright or other intellectual property right, or damaging to data, software or the performance of Our or any other parties' computer system.

8.2 **We are entitled to remove any information You have submitted via the Website and/or suspend Your use of the Website at any time without notice to You.**

9 YOUR PERSONAL INFORMATION

We will protect and use Your personal information only in accordance with Our *Privacy Policy* .

10 INTELLECTUAL PROPERTY

- 10.1 We own or are licensed to use all intellectual property rights in and to all materials, text, drawings and data (collectively, the "**Materials**") made available on the Website. You may not reproduce, distribute, create a derivative, sell, broadcast or in any other way exploit of the whole or any part of the Materials.
- 10.2 The Website and its content may not be reproduced, duplicated or copied or otherwise exploited for any purpose without Our express prior written consent.
- 10.3 We own or are licensed to use the trademarks, names, logos and service marks (collectively, the "**Trademarks**") displayed on the Website, whether registered or unregistered. You must obtain Our prior written permission should You want to use any of the Trademarks.

11 WARRANTIES

- 11.1 **Although We will always try to ensure the Website is available, the Website is provided "as is". Subject to the Consumer Protection Act. No. 68 of 2008 as read with any of its regulations ("CPA") We give no warranties, representations, statements or guarantees (whether express, implied in law or residual) in this regard.**
- 11.2 **Subject to the CPA, We:**
- 11.2.1 **disclaim all implied warranties of merchantability or fitness for a particular purpose;**
- 11.2.2 **do not warrant that the Website or any information obtained from use of the Website will:**
- 11.2.2.1 **be uninterrupted, timely, secure or error free;**
- 11.2.2.2 **meet any particular measure of accuracy, completeness or reliability, performance or quality;**
- 11.2.2.3 **be free of viruses or any other data or code which has the ability to corrupt or adversely affect the operation of your computer, data or network.**
- 11.3 **You warrant that:**
- 11.3.1 **you are legally entitled to access the Website and purchase the Goods;**
- 11.3.2 **you have capacity to be bound by the Terms.**

12 LIMITED LIABILITY

- 12.1 **We are not liable for any loss, liability, damage or expense (other than arising from Our fraudulent actions or gross negligence) of any nature which may be caused by or attributable, directly or indirectly, to:**

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- 12.1.1 **the Website or the Online Store;**
- 12.1.2 **your Use of or reliance on any information offered on or via the Website;**
- 12.1.3 **your acts or omissions;**
- 12.1.4 **a breach by you of the Terms;**
- 12.1.5 **the fact that We act on your instructions or instructions purported to emanate from you;**
- 12.1.6 **any error or omission in respect of information submitted to us.**
- 12.2 **If We are found to be liable, Our liability is limited to R50**
- 12.3 **Neither of us will be liable for any indirect or consequential loss or damage of whatever nature and however it may arise.**

13 **EXTERNAL LINKS**

External links may be provided for Your convenience. We make no representation as to their content and use on any external links is at Your own risk. When visiting external links You must refer to their website's terms and conditions.

14 **BREACH OF THE TERMS**

Should either of us ("**Defaulting Party**") breach the Terms and fail to remedy such breach within fourteen days of receiving written notice from the other party ("**Aggrieved Party**"), the Aggrieved Party may, without prejudice to its other rights in law, terminate the Terms or claim immediate specific performance of all of the Defaulting Party's obligations, whether or not due for performance.

15 **GENERAL**

- 15.1 If there is any conflict between the Terms and the CPA, the CPA will apply.
- 15.2 These Terms **are** the sole record of the agreement between you and us in relation to the subject matter hereof. Neither of us are bound by any express, tacit or implied representation or warranty not recorded in these Terms. These **Terms** replace all prior written and verbal communications, between us about the Goods.
- 15.3 If either one of us gives the other an indulgence or extension of time, doing so will not waive or limit any of our rights, unless we expressly agree in writing to waive or limit them.

16 **ADDRESS FOR LEGAL NOTICES**

- 16.1 You agree to accept any notice or legal process relating to the Terms at the email address provided during the registration process.
- 16.2 You must send any notice or legal process relating to MH Goldschmidt Avenue, Highlands Estate, Vredehoek, 8001 c/o Director of Finance and Administration.

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16.3 Either of us can change our physical address to any other physical address in South Africa, our telephone number and facsimile number and must give the other party written notice of the change.

17 THE LAW THAT APPLIES TO THE TERMS

All matters arising from or in connection with the Terms including its interpretation, validity, existence or termination for any reason shall be determined in accordance with the laws of the Republic of South Africa without giving effect to any principles of conflict of law.

18 YOUR QUERIES AND COMPLAINTS

Please email any queries or complaints to dqinsberg@herzlia.com.

19 PROOF OF DATE OF PUBLICATION AND VERSION OF TERMS

A certificate signed by our Website Administrator will, unless the contrary is proven be sufficient evidence of

- 19.1 the date of publication and the content of the Terms,
- 19.2 the date of publication and the content of earlier versions of the Terms;
- 19.3 the date and content of any communication and notifications sent in terms of the Terms.