

Terms and conditions

January 2023

These terms and conditions govern all purchases from Hillegonda's Doll Boutique Online Shop. By using www.hillegondasboutique.com (the "Website") whether as a visitor or a registered User (the "User" or the "Customer") to browse or purchase any product on the Website you, the visitor / User / Customer, are bound by these terms and conditions ("Terms & Conditions").

You may only purchase goods from this website if you are 18 years or older. If you are under 18, you may only purchase goods from this website with consent of your legal guardian. By accepting these terms and conditions you confirm that you are at least 18 years of age or that you have your legal guardians consent.

In order to purchase any products from the Website, you have to provide your name and contact details.

Agreement of Sale

An Agreement of sale will only be effective when the customer electronically submits a successful order and a payment has been authorized and received by Hillegonda's Doll Boutique.

Placing a product in a shopping basket without completing the purchase cycle does not constitute an agreement of sale; and/or constitute an order for such product. Hillegonda's Doll Boutique shall not be held liable if such product is not available when the purchase cycle is completed at a later stage. Hillegonda's Doll Boutique may remove such product from a shopping basket if no stock is available.

Hillegonda's Doll Boutique reserves the right to refuse any order / Agreement of Sale or process any payment thereof; this includes but is not limited to partial orders, for whatsoever reason without giving reason to the customer.

Sales Order

* There is no minimum order value

* There is a fixed shipping charge per order, depending on your shipping choice, regardless of the number of items.

Products and Availability:

All products and pricing are subject to stock availability.

The price of each product will be displayed with the product listing. In the event of a sale or special offer, the discounted price shall be displayed.

Hillegonda's Doll Boutique makes every effort to ensure that the information supplied on the Website is accurate and that the products offered are available, however, where delays and out of stock situations occur, customers will be informed thereof.

Hillegonda's Doll Boutique shall within reasonable efforts, ensure that products offered are available, however should items be ordered and Hillegonda's Doll Boutique is not able to fulfill the orders,

Hillegonda's Doll Boutique shall only be liable to refund the amounts received by the customer for such products.

Hillegonda's Doll Boutique reserves the right to change any product offered on the Website without prior given notice.

Payments:

Hillegonda's Doll Boutique currently only accept Paypal payments.

Only once the payment has been received will the sales order be dispatched from the Hillegonda's Doll Boutique warehouse for delivery to the customer.

Refunds:

The funds will be transferred to the account the customer used for payment.

Delivery and Charges:

Hillegonda's Doll Boutique shall only deliver to selected international countries.

All sales orders shall incur a delivery fee depending on the customers choice of shipment.

Once payment has been received by Hillegonda's Doll Boutique, normally dispatch shall take place between 3-6 working days. Delivery will take place by method chosen.

It is the customer's responsibility to ensure that an accurate address is supplied and Hillegonda's Doll Boutique shall not be liable for any loss or damage suffered as a result of deliveries to the incorrect address. Please be advised that changes to delivery address will not be allowed.

This includes:

- * House / Building Number**
- * Building Name**
- * Street Name and Number**
- * Suburb**
- * State**
- * Zip code**
- * Country**

Risk and ownership

All risk, including but not limited to risk of loss, theft or damage in and to the product which is the subject of the agreement of the sale shall pass to the customer on dispatch thereof to the customer.

Peace of Mind:

Should the item be defective or not as described on the web site, the customer may return it for a full refund provided that:

- * the customer contacts the Hillegonda's Doll Boutique team to arrange return
- * the product is returned within 7 days from date of receipt and
- * the product is undamaged and is in its original packaging including all accessories and any other promotional items, if any.
- * no partial returns will be allowed eg: all Bundled goods must be returned as a bundle and not parts of
- * return shipment will be to the cost of the customer.

Hillegonda's Doll Boutique reserves the right to levy a reasonable usage charge in respect of returned goods.

Warranties and Guarantees:

The items do not have any warranties or guarantees other than the Peace of Mind clause.

Record of Online Sale Order:

A record of each sales order and any related transaction between the customer and Hillegonda's Doll Boutique shall be maintained on the Online Website.

The customer shall only be able to view and print such record until the product is delivered. It shall be the responsibility of the customer to retain the record of the relevant sale or related transaction thereafter.

Disclosure of Information:

Hillegonda's Doll Boutique shall to the extent permitted by law, receive or disclose the Customer's personal information, documents and/or any other information for or to -

Any law enforcement agencies that require the information for the preventing or investigation of criminal activities.

Any of Hillegonda's Doll Boutique's shareholders, related entities, agents or professional advisors for reporting, accounting, product supply, marketing and/or auditing purposes.

Disclaimer:

Whilst every effort has been made by Hillegonda's Doll Boutique and its suppliers of information, to ensure the proper performance of this website, the accuracy of the information/images and the reliability of the binary data on this website, Hillegonda's Doll Boutique, suppliers, or any of their employees, do not guarantee the availability of the Website, content and information offered on the Website or the accuracy of the information and/or images on this Website.

Hillegonda's Doll Boutique makes no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of this Website and/or the services and/or the information and/or images contained on the Website, are thus used at the customer's own risk. In particular Hillegonda's Doll Boutique makes no warranty that the Website will meet the customer's requirements, be uninterrupted, complete, timely, secure or error free.

The Website is supplied on an "as is" basis and has not been compiled or supplied to meet the customer's

individual requirements. It is the customer's sole responsibility to satisfy the customer's self prior to accepting these T's & C's that the service available from and through this Website will meet the customer's individual requirements and be compatible with the customer's hardware and/or software.

The Website may contain hyperlinks to third-party sites. Hillegonda's Doll Boutique is not responsible for the content of, or the services offered by those sites. The hyperlink(s) are provided solely for the customer convenience and should not be construed as an express or implied endorsement by us of the site(s) or the products or services provided therein. The customers access those sites and use their products and services solely at the customer's own risk.

Governing Law and Jurisdiction

This Website is controlled and operated from the Republic of South Africa and therefore governed by South African law and, subject to the 'Disputes' clause of these T's & C's, the customer submit to the jurisdiction of the South African courts. Parties agree to use the Pretoria Magistrates court.

Privacy:

Hillegonda's Doll Boutique shall take all reasonable steps to protect the customer's personal information. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA).

Hillegonda's Doll Boutique may electronically collect, store and use the following of the customer's personal information:

- * country of residence;
- * non-personal browsing habits and click patterns;
- * e-mail address;
- * IP address;

Hillegonda's Doll Boutique collects; stores and uses the above mentioned information for the following purposes:

- * access and use of the Website;
 - * subject to the customer consent, to inform the customer about competitions and special offers from Hillegonda's Doll Boutique;
 - * to compile non-personal statistical information about browsing habits, click patterns, and access to the Website;
 - * to verify the customer identity when transacting with Hillegonda's Doll Boutique; and
 - * to ensure that the goods are received by the addressee.
- * The customer may elect not to receive any communications from Hillegonda's Doll Boutique.

Hillegonda's Doll Boutique may collect, maintain, save, compile and share any information collected from the customer, subject to the following provisions:

Hillegonda's Doll Boutique shall not disclose the customer's personal information unless -

the customer consent thereto; or through due legal process.

Hillegonda's Doll Boutique may compile, use and share any information that does not relate to any specific individual; and

Hillegonda's Doll Boutique owns and retains all rights to non-personal statistical information collected and compiled by Hillegonda's Doll Boutique.

Data Protection:

Hillegonda's Doll Boutique shall not pass on customer information to any third parties for marketing purposes, only Hillegonda's Doll Boutique shall contact the customer to promote its products and services.

Security:

Any person that delivers or attempts to deliver any damaging code to this Website or attempts to gain unauthorised access to any page on this Website shall be prosecuted and civil damages shall be claimed in the event that Hillegonda's Doll Boutique suffers any damage or loss.

The customer agrees and warrants that the customer log-in name and password shall:

- * be used for the customer personal use only; and
- * not be disclosed to any third party.

The customer allows Hillegonda's Doll Boutique to take all reasonable steps to ensure the integrity and security of the Website and back-office applications.

Changes to Agreement:

Hillegonda's Doll Boutique may, in its sole discretion, change these T's & C's or any part thereof at any time with or without notice. It is the customer responsibility to visit the Website to see whether the T's & C's have been amended and ensure that the customer is satisfied with the amendments. Should the customer not be satisfied with the amendments, the customer must refrain from placing any further orders on, or from using in any way, the Website.

Disputes

Between the customer and Hillegonda's Doll Boutique

Save for urgent or interim relief which may be granted by a competent court, in the event of any dispute of any nature whatsoever arising between the customer and Hillegonda's Doll Boutique on any matter provided for in, or arising out of these Terms & Conditions, and not resolved through the Customer Care Department of Hillegonda's Doll Boutique, then such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa. Arbitration proceedings shall be conducted in Pretoria in English.

Address for delivery of notices

Hillegonda's Doll Boutique chooses as its address at which it will receive all correspondence or legal notices for all purposes under these T's & C's, whether in respect of court process, notice, or other documents or communication of whatsoever nature, the following address: (Physical address) 1343 Starkey avenue, Waverley, Pretoria, South Africa.

Term and Termination

These T's & C's shall commence from the date on which they are published on the Website and continue indefinitely, as amended by Hillegonda's Doll Boutique from time to time, for so long as the Website exists and is operational, Hillegonda's Doll Boutique being entitled to terminate these T's & C's and/or shut down the Website at any time.

Copyright:

Any and all copyright subsisting in the Website, including these T's & C's, vests in Hillegonda's Doll Boutique and all rights not expressly granted are reserved.

Hillegonda's Doll Boutique cannot screen or edit all the content available from the Website and does not accept any liability for illegal, defamatory or obscene content. The customer's are encouraged to inform Hillegonda's Doll Boutique of any content that may be offensive or illegal.

Intellectual Property Rights:

All the content, trademarks and data on this Website, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, designs and agreements, are the property of or licensed to Hillegonda's Doll Boutique and as such are protected from infringement by local and international legislation and treaties.

Electronic Communications:

When the customer visit the Website or send e-mails to Hillegonda's Doll Boutique, the customer consent to receiving communications from Hillegonda's Doll Boutique electronically and agree that all agreements, notices, disclosures and other communications sent by Hillegonda's Doll Boutique satisfy any legal requirements, including but not limited to the requirement that such communications should be "in writing".

Hyperlinks:

Hyperlinks provided on this Website to other websites are provided as is and Hillegonda's Doll Boutique does not necessarily agree with, edit or sponsor the content on such web pages.

Framing:

No person, business or web site may frame this site or any of the pages on this Website in any way whatsoever.