

## TERMS & CONDITIONS

### 1. ABOUT US

The Trail Shop (Pty) Ltd. with registration number 2013/024071/07 trades as The Trail Shop, and offers a simple, safe and convenient way to shop for all your trail gear, apparel, eyewear and shoes from top trail running brands.

### 2. USE OF SITE

You may only use this site to browse the content, make legitimate purchases and shall not use this site for any other purposes, including without limitation, to make any speculative, false or fraudulent purchase. This site and the content provided in this site may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. 'Deep-linking', 'embedding' or using analogous technology is strictly prohibited. Unauthorized use of this site and/or the materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws.

### 3. ACCEPTANCE OF TERMS.

The services, products, materials and information offered by means of the use of this website and/or the online services feature are provided to you, as the User, subject to your acceptance of the terms and conditions of this agreement. When using, browsing or accessing this website and/or online services, **you accept all the terms and conditions of this agreement, including, in particular, the limitations on use, liability and warranty set out hereunder.**

### 4. DISCLAIMER OF WARRANTY IN TERMS OF SITE CONTENT

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. The Providers further do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy, correctness or completeness of these contents. The Providers shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including -without limitation - data loss, lost revenues and lost profit) which may result from the inability to use or the correct or incorrect use, abuse, or misuse of these contents, even if the Providers have been informed of the possibilities of such damages. The Providers cannot assume any obligation or responsibility. The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

## **5. OUR RIGHTS**

We reserve the right to:

- 5.1 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
- 5.2 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.
- 5.3 Use our reasonable Endeavour's 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.
- 5.4 All prices are subject to change without notice. All prices are subject to exchange rate fluctuation.

## **6. PRIVACY POLICY & USE OF YOUR E-MAIL FOR OUR MARKETING MAILING LIST**

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 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 Web site from which you linked directly to our site. This information is used to help improve the Site, analyze 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 back to this policy regularly. Your continued use of the website following the posting of changes to these terms will mean that you accept those changes.

By registering on [thetrailshop.co.za](http://thetrailshop.co.za), you agree to be automatically subscribed to our marketing mailing list permitting us to send you newsletters and information about our website, events, etc. You will have the opportunity to UNSUBSCRIBE at any time, by clicking on the unsubscribe link contained within any of our communications.

[thetrailshop.co.za](http://thetrailshop.co.za) will not sell, share, or rent your email address or any other personal information collected on this site. We will take all measurable steps to ensure that your details remain confidential at all times.

If you have any questions or concerns about our privacy policy or use of your e-mail for our marketing mailing list, please send us an E-mail. By using this website, you signify

your acceptance of our Privacy Policy and Use Of Your E-mail For Our Marketing Mailing List. If you do not agree to this policy, please do not register on our site.

#### **7. 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 customize 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.

#### **8. THIRD PARTY LINKS**

In an attempt 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.

#### **9. PRODUCT AVAILABILITY AND DELIVERY POLICY**

When you click to make a purchase with us legal obligations arise and your right to refund of monies paid in any way agreed by us are limited by our terms & conditions. You must not make any purchase through this site unless you understand and agree to 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 product or service through this website.

#### **10. PRODUCT AVAILABILITY AND OUT OF STOCK SCENARIO AFTER HAVING PLACED ORDER**

thetrailshop.co.za is an online shop and we do not physically hold stock of all the products listed on our website. We can't guarantee that the product you order will be in stock at the thetrailshop.co.za depot or with our suppliers at time of order. Please feel free to contact us to enquire on stock availability prior to placing your order.

Lead time is dependent on stock availability. Should stock be available at the thetrailshop.co.za depot, thetrailshop.co.za will endeavour to dispatch your order the same day before 11h00, provided payment reflects in the thetrailshop.co.za bank account as specified on the order confirmation. Should the product not be in stock at the thetrailshop.co.za depot but in stock with our suppliers, please allow at least 5 working days plus freight transit time.

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 thetrailshop.co.za will endeavour to contact you and provide a revised shipping schedule.

thetrailshop.co.za reserves the right to cancel your order even if payment has been made should the product not be in stock with thetrailshop.co.za or our suppliers. Should thetrailshop.co.za cancel your order we will offer you a choice of either placing the product(s) on back order (price is subject to change and exchange rate fluctuations), a credit on your account or an immediate refund in full. In the case of an immediate refund on an EFT payment, funds may only reflect in your account a day or two following the actual refund - this is beyond our control. In the case of an immediate refund on a credit card purchase, funds may take up to 10 days to reflect back in your account following the actual refund - this is beyond our control.

Where you agree to have your products placed on back order you are hereby informed that the date the goods are expected to arrive are subject to change due to

circumstances beyond our control as well as the price being subject to change due to circumstances beyond our control and subject to exchange rate fluctuations which are beyond our control. Should the price change, thetrailshop.co.za will inform you and you will have the choice to either pay in the difference or elect a credit on your account or an immediate refund in full.

## **11. DELIVERY CHARGES**

The price of products advertised on the thetrailshop.co.za website exclude delivery charges which are additional unless stated otherwise.

Delivery charges will be calculated and presented to you during the checkout process. These delivery charges as calculated by the thetrailshop.co.za online shopping system during checkout are only applicable to major centres and do not sufficiently cover the cost of deliveries to outlying areas, plots, hospitals, universities, shopping centres and other non residential type properties. Delivery charges as calculated by the thetrailshop.co.za online shopping system are therefore subject to change and we reserve the right to requote you on delivery should the actual cost of delivery exceed the thetrailshop.co.za online shopping system generated quote. Should the delivery costs change, thetrailshop.co.za will inform you and you will have the choice to either pay in the difference or cancel your order which if paid for already will entitle you to elect a credit on your account or an immediate refund in full. In the case of an immediate refund on an EFT payment, funds may only reflect in your account a day or two following the actual refund - this is beyond our control. In the case of an immediate refund on a credit card purchase, funds may take up to 10 days to reflect back in your account following the actual refund - this is beyond our control.

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

## **12. UNDELIVERABLE PACKAGES**

Occasionally packages are returned to us undeliverable. Should this event take place every attempt will be made to contact you to make arrangements for re-shipment.

### **13. ORDER PROCESSING**

Order processing will not begin until we receive a confirmed order and full payment reflects in our bank account.

### **14. WARRANTY, RETURNS AND REFUNDS POLICY**

thetrailshop.co.za warrant all products to be free of defects at time of shipping. All products are subject to the manufacturers terms and warranties.

Prior to returning faulty products you agree to contact us first so that we can provide you with the necessary details to effect the return.

In the unlikely event that a product should become faulty during the warranty period, the product may be returned in order to effect repair or replacement.

The manufacturer or its official distributing agent will at their sole discretion determine if the repair or replacement can be honoured under the terms of the warranty. Their decision is final and no correspondence will be entered into.

Unwanted goods may be returned for a refund within 7 days from having received your order on condition that all returned goods are returned in their original packaging, along with all the original contents. All unwanted goods are subject to a 15% restocking fee. Delivery fees will not be refunded and the cost of returning the goods will be for your account.

Should a product be found to be faulty within 7 days from having received your order, thetrailshop.co.za will cover the costs for both the collection and return of the product. This is subject to the manufacturer or its official distributing agent determining that the fault can be remedied and honoured under the terms of the warranty, if not then the costs for the collection and return of the product will be for your account.

Should the product be found to be faulty or become faulty after 7 days from having received your order and where the product still falls within the warranty period, the cost of returning the faulty product will be for your account and thetrailshop.co.za will cover the

cost of returning the repaired or replaced item back to you. This is subject to the manufacturer or its official distributing agent determining that the fault can be remedied and honoured under the terms of the warranty, if not then the costs for the return of the product will be for your account.

#### 15. **YOUR ACCOUNT**

As a registered user of the Services, you will be required to establish an account. Never reveal your account information, log in and/or password to anyone. You are responsible for keeping last mentioned confidential and for any activity on your account. If you suspect a breach of this security you have to inform the Company without delay and on receipt, the Company may reject any orders not yet executed and deactivate your access codes and account. The Company will not be responsible for any losses due to the unauthorized use of the account.

#### 16. **LIMITATION OF LIABILITY**

The use of this website and online services is on the User's own risk. The Company, its subsidiaries, affiliates, agents, officers, directors, employees, partners or suppliers will not be liable to the User or any third party for any damages whatsoever, the Company provides the Services with the following **LIMITATIONS ON ITS LIABILITY** to the maximum extent permitted by law.

#### 17. **INDEMNITY**

The Company and its subsidiaries, affiliates, officers, agents, partners, employees and suppliers will not be liable, the Company provides the Services with the following **LIMITATIONS ON ITS LIABILITY** to the maximum extent permissible by law, for any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (a) the User's use of the website and online services; (b) the User's violation of these terms and conditions or (c) the User's violation of any law, rule or regulation or the rights of any other person or entity.



## 18. **ACCURACY OF INFORMATION AND PRODUCTS**

The website and online services and other services, products and materials could include technical or other mistakes, inaccuracies or typographical errors. The Company may make changes to the website, online services, other services, information, products and materials, including the prices and descriptions of any products, at any time, without notice to you.

## 19. **GOVERNING LAW AND JURISDICTION**

These terms and conditions will be governed by and construed in accordance with the laws in force in the Republic of South Africa in a South African Court.

## 20. **PAY FAST**

20.1 The Trail Shop uses PayFast for accepting payment by credit card and EFT. PayFast is a payments processing service for South Africans and South African websites. The Trail Shop thus, does not obtain your card details, PayFast processes your payment and forwards the payment to us. You will be sent a payment confirmation email from PayFastl immediately once your payment has completed successfully. For PayFast terms and conditions please visit their website [www.payfast.co.za](http://www.payfast.co.za).

20.2 Payment methods:

20.2.1 Through PayFast:

When you are checking out, and get redirected to Pay Fast's web page to make payment, you have two options for making payment. Each option requires you to enter in a password and a profile is automatically generated for you on the Pay Fast website. Their methods are:

20.2.2 EFT - This will allow you to make an EFT payment through your bank's online banking service.

20.2.3 Credit Card (Mastercard or VISA) - This will allow you to make a payment using your credit card details.

20.2.4 Through other means:

Please contact us should you wish to make payments via another method.

20.2.5 Applicable law and disputes

By visiting thetrailshop.co.za you agree that the laws of South Africa will govern these Terms of Service and any dispute that might arise between you and The Trail Shop. Any disputes relating to your visit to thetrailshop.co.za or to products you purchase through thetrailshop.co.za shall be submitted to arbitration in Cape Town, South Africa.

## 21. **GIFT VOUCHER TERMS & CONDITIONS**

21.1 These conditions apply to Gift Vouchers which have been purchased from thetrailshop.co.za.

21.2 Gift Vouchers have a coupon code with a random combination of letters and numbers and can be redeemed at thetrailshop.co.za on any purchase made.

21.3 If the value of an order exceeds the value of the Gift Voucher the balance must be paid by EFT / Electronic Bank Transfer.

21.4 If the full amount of the voucher is not redeemed, the balance will be given by way of a new Gift Voucher. Gift Voucher balances and refunds are also subject to these terms and conditions and are additionally not assignable or transferable.

21.5 Gift Vouchers cannot be used to buy further Gift Vouchers.

21.6 It is possible to redeem one or more Gift Vouchers against an order; however, it is not possible to combine the use of Gift Vouchers with Promotional and Discount Vouchers.

21.7 Gift Vouchers and unused portions expire 6 months from the date of issue of the original Gift Voucher. Gift Vouchers are not transferable and have a cash redemption value of R0.00. Gift Voucher balances and refunds are not transferable and also have a cash redemption value of R0.00.

**For more information on how to order, special order requirements and other payment options, you can contact [thetrailshop.co.za](http://thetrailshop.co.za) as follows:**

**CALL: 082 850 0301**

**Email: [info@thetrailshop.co.za](mailto:info@thetrailshop.co.za)**