

GENERAL TERMS AND CONDITIONS

Welcome to the I Love Christmas Cake website (www.ilovechristmascake.co.za) (hereinafter “the website”). The terms and conditions contained on the website will govern your use. Additional terms and conditions apply to online shopping which can be found below.

By using and/or purchasing goods through this website, you (“the user”) acknowledge that you have read and understood these terms and conditions and agree that you are bound by them. If you do not agree to these terms and conditions please do not use our website.

Should you have any questions regarding our general or online shopping terms and conditions you can contact us via email at info@ilovechristmascake.co.za

INFORMATION

In terms of the Electronic Communications and Transactions Act 25 of 2002 we must make certain information available to the users on our website which is provided below. A copy of this Act is also available at http://www.saflii.org/za/legis/consol_act/ecata2002427/.

OWNER OF THE WEBSITE: I Love Christmas Cake

This website is owned and operated by I Love Christmas Cake, a sole proprietorship in the Republic of South Africa. This sole director of I Love Christmas Cake is Gertruida Margaretha van Zyl (Trudi).

CONTACT DETAILS

I Love Christmas Cake can be contacted via email at info@ilovechristmascake.co.za

MAIN BUSINESS OF I Love Christmas Cake.

I Love Christmas Cake is a local business providing baked Christmas cakes.

PRICES OF GOODS OFFERED

Prices of all standard items can be found on the website by clicking on the specific good on the shop page of this website and by following the instructions.

Prices exclude delivery charges. Delivery charges will be applied at check out.

MANNER AND PERIOD WITHIN WHICH YOU CAN ACCESS A RECORD OF YOUR TRANSACTION

Full details of your transaction will be provided to you in writing via email after your order has been finalised.

PRIVACY & SECURITY OF INFORMATION

We respect your constitutional rights to personal privacy and privacy of communications.

Any private information (e.g. personal, credit card, contact numbers and email address) provided by the users shall only be used for their own needs, will not be sold or made known to third parties without their consent or unless we are compelled by law to do so and will be kept in the strictest confidence.

Due to information travelling through the internet, we cannot guarantee the absolute security of the protection of your information, however we undertake to ensure that all reasonable efforts are taken that any information provided by you remain protected from third parties.

SECTION 44 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT 25 OF 2002

Not applicable in terms of Section 42 of Act 25 of 2002.

REVIEW, CORRECT & WITHDRAW

The user shall have the opportunity to review the entire electronic transaction and/or to correct any mistakes and/or withdraw from the transaction 48 hours prior to confirmation of placement of the order, to which a 10% cancellation fee may apply.

If a public discount coupon is available for a specific product on a specific date, no cancellations can be made on any order with that specific product on the date for which the coupon is active.

DISCLAIMER AND EXCLUSION OF LIABILITY

The use of our website is at own risk and save from our liability to you in terms of the Consumer Protection Act 68 of 2008 and the Electronic Communications and Transactions Act 25 of 2002, I Love Christmas Cake or any representative of I Love Christmas Cake shall not be liable to you for any damage (including consequential damages), loss or liability of any nature arising out of the use of this website or the services or content provided from and through the website.

I Love Christmas Cake makes no representations or warranties of any nature, e.g. express, tacit or implied that the functions and working of the website will be free of error or omissions or that the website or server is free of errors.

The user of this website agrees to indemnify I Love Christmas Cake against any loss or damage suffered or liability incurred by reason of any act or omission on the part of the user, as permitted by the laws of the Republic of South Africa, in connection with the use of the website and/or the purchase of any goods through the website.

TERMS AND CONDITIONS: UPDATES AND AMENDMENTS

The terms and conditions may be amended by us. These updates and amendments will immediately be effective at time of posting thereof on the website. The user should check the website for any updates from time to time and the continued use of the website shall be considered as acceptance to abide by the amended terms of conditions.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights including but not exhaustive in literary (text, brochures, product specifications, electronic books), artistic works (photographs, drawings and other graphic works), music works (sounds, songs and melodies), sound recordings (recordings of music), cinematograph films (videos) and computer programs currently on the website are owned by or licensed to I Love Christmas Cake.

These rights are protected by the laws of the Republic of South Africa and may not be used without I Love Christmas Cake's prior written consent. Unauthorised use, reproduction or distribution of any content on our website is an infringement of our intellectual property rights.

CHOICE OF LAW & JURISDICTION

The terms and conditions of this website is governed by the laws of Republic of South Africa and the user consents to the jurisdiction of the Magistrate's Court should a dispute arise.

If any term or condition is found to be contrary to any rule, act or regulation of the laws of the Republic of South Africa such provision shall still be applied to the maximum extent which is permitted by the law. In the event that a provision is in its entirety unenforceable such provision shall be severed from the specific transaction and the remainder of the terms and conditions shall have full legal force and effect.

ONLINE SHOPPING TERMS AND CONDITIONS

ELECTRONIC COMMUNICATIONS

By using this website or when sending emails to I Love Christmas Cake, the user consents and acknowledges that all agreements, notices, disclosures and any other communications satisfies all legal requirements.

FORMATION AND VALIDITY OF AGREEMENT

1.1 A binding agreement is concluded with full legal force and effect between the user and I Love Christmas Cake at the place and at the time and date that I Love Christmas Cake receives the user's order via an electronic data message on its server. Thereafter the agreement can only be cancelled with I Love Christmas Cake's consent.

1.2 An electronic signature is not required to conclude an agreement with I Love Christmas Cake.

1.3 An acknowledgement of receipt of the user's order may be sent to the user by I Love Christmas Cake, but is not a requirement for the conclusion of the agreement.

RISK AND OWNERSHIP

Risk in the products shall pass to the user or their representative on collection/delivery thereof. I Love Christmas Cake will however remain owner of the product until full payment has been received.

METHODS OF PAYMENT

I Love Christmas Cake accepts payments made by any Visa or MasterCard card, from any of the major South African banks.

All payments made by card will be deemed to have been paid with immediate effect. Through submitting your order and card details you warrant that you are authorised to make the payment and that sufficient funds are available to pay for your order.

WHEN WILL THE GOODS BE DELIVERED?

By ordering your Christmas cake through this website, and opting for delivery service, your order will be delivered via a courier service at an extra charge.

Delivery charge is based on weight and size. Delivery lead time: 3-7 working days.

WHEN WILL THE GOODS BE AVAILABLE FOR COLLECTION?

Collection orders must be made 72 hours in advance prior to collection of the goods.

By ordering your Christmas cake through this website, and opting for collection, your order can be collected at the Irene Village Market - 7 Nelson Road, Sunlawns AH, Olifantsfontein, 1666. An email notification will be sent to you to confirm the date on which your order can be collected.

The Irene Village Market is currently held every last and first Saturday of a month. Due to COVID-19, markets can be cancelled at any given moment of which I Love Christmas Cake have no control over.

In the event that a market is cancelled, and collection dates confirmed, you will be notified and alternative arrangements will be made.

DEFECTS, RETURNS, GUARANTEES AND REFUNDS

We cannot guarantee that all goods featured on this website will always be available. If you are dissatisfied with goods purchased from our website you may request a refund. Please email us at info@ilovechristmascake.co.za

I Love Christmas Cake is committed to offering quality Christmas cakes. Our goal is to ensure that our cakes meet or exceed your expectations on quality. If you aren't satisfied with the quality of your cake that you ordered online or collected at The Irene Village Market please contact us.

FOOD ALLERGIES

All goods are produced in a kitchen that works with nuts and nut products, gluten, dairy and eggs. In ordering and paying for your cake, you acknowledge and accept our disclaimer terms. I Love Christmas Cake will not assume any liability for adverse reactions from the food consumed, or items one may come in contact with whilst eating any products.