

TERMS AND CONDITIONS

Website Terms and Conditions of Use Relating to barkersgroomers.co.za

These Terms and Conditions (“the Terms and Conditions”) govern your (“the User”) use of the **Barkers Groomers (Pty) Ltd** (“Provider”) website located at the domain name **barkersgroomers.co.za** (“the Website”). By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. The User may not access, display, use, download, and/or otherwise copy or distribute content obtained on the website for marketing and other purposes without the consent of the Provider.

Our groomers are qualified to handle your pet, but in the unlikely event that a groomer is bitten, you will be held liable for the medical costs incurred. Barkers Groomers and The Dog Lady will not be liable for any prior medical conditions or injury to your pets nor injury occurred during grooming. Liability will be subject to the approval of Barkers Groomers and The Dog Lady.

Electronic Communications

By using this Website or communicating with the Provider by electronic means, the user consents and acknowledges that any, and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.

E-Commerce & Privacy

The Website barkersgroomers.co.za sells 3rd party products online and may occasionally sell various associated products, services and software. The use of any product or service bought from this Website is at the purchaser’s risk. The purchaser/ user indemnifies and holds the Provider harmless against any loss, injury or damages which may be sustained as a result of using the products sold on the Website.

The confidential information required for executing the orders placed through the e-commerce facility, namely the User’s personal information and credit card details, delivery address and telephone numbers will be kept in the strictest confidence by the Provider and not sold or made known to third parties. Only the necessary information, that is the delivery address and contact phone number will be made known to third parties delivering the product where courier services may be required or where the case may need to be handed to an onsite support business. Credit card details are not kept by the Provider under any circumstances.

The Provider cannot be held responsible for security breaches occurring on the User’s electronic device (Personal Computer or other electronic device used to browse the Website), which may result due to the lack of adequate virus protection software or spyware that the User may inadvertently have installed on his/her device.

The Provider will supply all goods to the delivery company in good order. The Provider will not be held liable for the condition of goods arriving at the User’s chosen delivery address.

Online Payments

All online credit card payments and recurring subscription payments are processed by 3rd party including [PayGate](#) and [PayPal](#). Card Holders may go to <https://www.paygate.co.za> and <https://www.paypal.com> respectively to view their security policy and terms and conditions. Client accounts are managed by Barkers Groomers (Pty) Ltd . No other business is permitted to collect funds on our behalf.

Refund and Return Policy

The provision of goods is subject to availability. In cases of unavailability of physical goods, the provider will refund the client in full within 30 days. Cancellation of orders by the client will attract a 10% charge for administration costs where not yet delivered and will be responsible for delivery and collection costs if already delivered.

The Provider reserves the right to cancel an order for which payment has already been received. This may occur if stock is insufficient or the quality of goods ordered does not meet the Provider's standards. Should the Provider exercise this right, the User will receive a full refund with no deductions. No refunds will be provided for services or subscriptions already opened or consumed.

Any complaints regarding the standard and quality of any product or products bought by consumers through the e-commerce facility should be directed to info@barkersgroomers.co.za

Updating of these Terms and Conditions

Provider reserves the rights to change, modify, add 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.

Copyright and Intellectual Property Rights

Provider provides certain information on the Website. Content currently or anticipated to be displayed at this Website address is provided by Provider, its affiliates and/or subsidiary, or any other third-party owners of such content, and includes but is not limited to Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematograph Films, Sound and Television Broadcasts, Program-Carrying Signals, Published Editions and Computer Programs ("the Content"). All such proprietary works, and the compilation of the proprietary works, are copyright the Provider, its affiliates or subsidiary, or any other third-party owner of such rights ("the Owners") and is protected by South African and international copyright laws. The Providers reserve the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any times and without notice. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and Conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

We respect the privacy of your information, documents and correspondence and will always use discretion in our remote dealings and not share your content and information. We may be required in certain instances to backup and therefore copy some of your information. Such instances will always be explained but are hereby expressed and therefore noted and accepted. Please note that in an instance where criminal activities are found to be conducted on the remote device, law requires us to report such content or activities to the appropriate authorities to conduct the necessary legal proceedings.

Cookies

A Cookie file is – according to Wikipedia - a small piece of data sent from a website and stored in a user's web browser while a user is browsing a website. When the user browses the same website in the future, the data stored in the cookie can be retrieved by the website to notify the website of the user's previous activity. Cookies were designed to be a reliable mechanism for websites to remember the state of the website or activity the user had taken in the past. This can include clicking particular buttons, logging in, or a record of which pages were visited by the user even months or years ago. More information on that topic can be found on Wikipedia.

Purposes of storage and gaining access to cookies:

- Website personalisation (for example: saving font size, sight challenged version of website or template version)

- Saving data or user's decisions (for example: no need to enter login and password on every website, remembering login during the next visit, keeping information on products added to cart)

- Social websites integration (for example: displaying your friends, fans or post publishing on Facebook or Google+ directly from the website), adjusting adverts that are displayed on the website, creating website's statistics and flow statistics between different websites.

Due to vast number of technological solutions it is not possible to publish clear guidelines how to set the conditions of storage and gaining access to cookies using settings of all available devices and software installed on them. However, in most cases, select "Tools" or "Settings" and there find the section that corresponds to the configuration settings for cookies or for the management of privacy. Detailed information is usually provided by the manufacturer of the device or browser in a manual or on their website.

Limitation of liability

The Website and all Content on the Website, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors. The Owners make no warranty or representation as to the availability, accuracy or completeness of the Content. Neither Provider nor any holding company, affiliate or subsidiary of Provider, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, even if Provider is expressly advised thereof.

Privacy: casual surfing

The User may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. Provider uses this information to determine use of the Website, and to improve Content thereon. Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

Choice of Law

This Website is controlled, operated and administered by Provider from its offices within the Republic of South Africa. Access to the Website from territories or countries where the Content or purchase of the products sold on the Website is illegal is prohibited. The User may not use this Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Witwatersrand High Court in the event of any dispute. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between the Provider and the User with regard to the use of the Content and this Website.

Customer Privacy policy

Barkers Groomers (Pty) Ltd shall take all reasonable steps to protect the personal information of users. 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). The PAIA may be downloaded from: http://www.polity.org.za/attachment.php?aa_id=3569.

Payment options accepted

Payment may be made via Visa, MasterCard, Diners or American Express Cards or by bank transfer into the Barkers Groomers (Pty) Ltd bank account, the details of which will be provided on request.

Card acquiring and security

Card transactions will be acquired for Barkers Groomers (Pty) Ltd via PayGate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.

Customer details separate from card details

Customer details will be stored by Barkers Groomers (Pty) Ltd separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to www.paygate.co.za.

Merchant Outlet country and transaction currency

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

Responsibility

Barkers Groomers (Pty) Ltd takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

Variation

Barkers Groomers (Pty) Ltd may, in its sole discretion, change this agreement or any part thereof at any time without notice.

Delivery policy

Subject to availability and receipt of payment, requests will be processed within 5 working days and delivery confirmed by way of email. We may need to arrange extended logistical requirements if you have purchased multiple items from a number of merchants in varied locations. We will communicate with you during this process to manage your expectations and cater for any special considerations wherever possible. Kindly understand that we are not a distribution company but rather use various distribution networks and external providers to minimise waiting time as much as possible. If you need to trace your parcel, please read the delivery details on your order confirmation or contact us at info@barkersgroomers.co.za

Country of domicile

This website is governed by the laws of South Africa and Barkers Groomers (Pty) Ltd chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, 24 Basson Drive, Glenvista, Johannesburg