

TERMS and CONDITIONS

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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.

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The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

Our Rights

We reserve the right to:

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
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.

3. We will use our reasonable endeavours 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.

Privacy Policy

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 that 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. If you have any questions or concerns about our privacy policy, please send us an E-mail.

By using this website, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our site. Your continued use of the website following the posting of changes to these terms will mean that you accept those changes.

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.

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.

Delivery Policy

When you click to make a purchase or booking with us legal obligations arise and your right to refund of monies charged to your credit card or paid in any other way agreed by us, are limited by our terms & conditions. You must not make any purchase or booking through this site unless you understand and agree all our terms and conditions. Once payment is made for the purchase or booking, it is deemed that you have read and understood the terms and conditions for such purchase or booking. If you have any queries please contact us before making any purchase or booking for any service through this website.

Order processing

Order processing will not begin until we receive a confirmed order and full payment (or deposit as agreed).

Payment Options and Pricing

All transactions will be processed in South African Rands (ZAR).

Credit Card

Credit card payments will be accepted.

Security Policy

Will apply once online credit card processing is enabled

Paygate process all credit card transactions. All credit card transactions are 128 bit Secure Socket Layers (SSL) encrypted. The company registration documents and the sites

registered domain name are checked and verified by Thawte, ensuring the cardholder and merchant that nobody can impersonate VCS to obtain confidential information.

Paygate is committed to providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. Paygate Internet servers are protected by firewalls and intrusion detection systems.

The Merchant does not have access to credit details.

Paygate continually reviews and enhances its security in line with technological changes.

Monitoring

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

Law

The Conditions will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

Updating of these Terms and Conditions

We reserve the right to change, modify, add to 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 Users obligation to periodically check these Terms and Conditions at the Website for changes or updates. The Users continued use of this Website following the posting of changes or updates will be considered notice of the Users acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

Consent

I understand that all the designs and trademarks are registered to **Mountain Biking South Africa** and hereby accept the terms and conditions. I undertake not to copy/duplicate the trademarks and designs directly or indirectly in anyway and understand the legal implications thereof. Should I be found to be in violation of this agreement I understand that I will be held liable for all legal costs incurred by **Mountain**

Biking South Africa for any civil action or any legal action deemed necessary against me.

Contact Details

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Country: South Africa

A copy of the ECT Act is available at <http://www.polity.org.za/pol/acts/2002>.

Seller

Mountain Biking South Africa is registered at the address: Po Box 428 Plettenberg Bay 6600 South Africa.

You can contact us by email; info@mountainbikingsouthafrica.com, phone: +27 44 533 0387

Applicability

Every order implies the agreement by the Buyer of these terms and conditions, which in their totality form part of the agreement with the Seller, to the exclusion of all other general or specific terms and conditions on the side of the Buyer unless otherwise explicitly agreed in writing.

Quotes and acceptance of orders

All our quotes are obligation-free. We are only bound by an order once it has been confirmed in writing or once it has begun to be processed. Information related to products and prices, as well as the detailed order information, is compiled and distributed subject to changes and corrections.

Package Weights

Packages are limited to 30kg for RSA and 20kg for overseas. If you wish to buy in larger bulk, please put through multiple orders, or contact us : You can contact us by email; info@mountainbikingsouthafrica.com, phone: +27 44 533 0387

Delivery

Products are only delivered to South Africa ,UK, Europe, USA, Canada, Australia and New Zealand. Products are delivered wherever possible within the timeframe indicated during the individual order confirmation. Incorrect delivery addresses are the responsibility of the Buyer and may result in additional costs. Unless otherwise stipulated, our prices do not include transport and delivery of the goods to the Buyer. The costs for transport and delivery are indicated separately. The stated delivery times are not binding but are provided merely as an indication. Delays in delivery do not constitute grounds for termination of the agreement or for payment of damages to the Buyer, except in case of deliberate delay. We reserve the right to carry out partial deliveries. In the event of non-delivery of the goods, any amount paid by the buyer will be reimbursed without interest or other compensation.

Right of ownership

All delivered goods remain the property of the Seller until paid for in full, including all costs and taxes, interest and fees. In event of non-payment, we reserve the right to reclaim the goods by operation of law at the Buyers expense.

Complaints

In order to be admissible, complaints must reach us: (a) in case of complaints related to non-conformity of deliveries, within three (3) days following receipt of the goods and (b) in case of hidden faults, within three (3) days following the discovery of the fault or the moment by which time such a discovery could reasonably be expected to have taken place. Acceptance of the goods by the Buyer covers every possible fault or non-conformity observable at that time.

Warranty

Our warranty is limited to the warranty for hidden faults. We may only be held liable for damages in the event of deliberate act or gross negligence. We are not liable for any indirect damages whatsoever which may have been incurred by the Buyer.

Refunds and Returns

Prior authorization must be obtained before returning any goods. No unauthorized returns will be accepted. Only flawed products will be authorized for refunds. Shipping charges, special orders, food items, personalized items, and perishable products are non-

refundable. Items accepted must be returned in original packaging and undamaged. All postage and handling on return orders shall be at the expense of the customer. A 20% restocking and administration fee will be applied to authorized returns. No refunds or exchanges will be given after 5 days of receipt of goods.

Force Majeure

The seller is not responsible for delays in execution or the non-execution of its commitments arising as a result of events outside its normal control, including production interruptions, difficulties in acquiring or shortages of raw materials, work force, energy or transport delays.

Privacy

Mountain Biking South Africa does not disclose Buyers information to third parties.