



TERMS AND CONDITIONS

Overview

We are the owners of House Of Calla SA and this is our website.

This website is operated by House Of Calla SA. Throughout the site, the terms “we”, “us” and “our” refer to House Of Calla SA. House Of Calla SA offers this website, including all information, tools, and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Wordpress. They provide us with an online e-commerce platform that allows us to sell our products and services to you.

These are our legal terms, including our:

Terms of use - which you agree to by visiting this website;

Terms of sale - which you agree to by checking a checkbox when you place an order through this website; and

Privacy policy - which you agree to by checking a checkbox when you submit your personal information through this website and apply it when you visit this website.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Changes to Terms

We may change any of these terms at any time by updating this web page. You can review the most current version of the Terms at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

If you have any questions about our legal terms, please contact us via email at admin@houseofcalla.co.za.



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Terms of use

We reserve the right to refuse service to anyone for any reason at any time.

1. License. We grant you a limited license to use this website.
2. Breach. We may cancel your license if you breach any of these terms.
3. Framing. You may not frame this website.
4. Capacity. You agree to these terms on the basis that you can visit this website. By agreeing to these Terms of Service, you represent that you are at least the age of majority in your province of residence, or that you are the age of majority in your or province of residence and you have given us your consent to allow any of your minor dependents to use this site.
 - You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
 - You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

5. Accurate information. You promise that you will give this website only accurate information.
 - We are not responsible if information made available on this site is not accurate, complete or current.
 - The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information.
 - Any reliance on the material on this site is at your own risk.
 - This site may contain certain historical information.
 - Historical information, necessarily, is not current and is provided for your reference only.
 - We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site.
 - You agree that it is your responsibility to monitor changes to our site.
6. Ownership. We or our third-party licensors own all rights in this website.
7. Trademarks. All our trademarks are our property and you may not use them without our permission. All other trademarks are their respective owners' property.
8. Restrictions. You may not change, hire out, reverse engineer, or copy this website without our permission. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.
9. Own risk. You use this website at your own risk and we make no warranties about it.
10. Indemnity. You indemnify us against any liability related to your use of this website.
11. Direct damages limited. Our maximum liability to you for all claims for direct damages related to this website is R100.
12. Indirect damages. We will never be responsible for any indirect damages.



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Terms of sale

1. Introduction

These terms cover any transactions where we provide goods to you through this website.

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

2. The Parties

We are the vendor under these terms. You are the customer under these terms.

3. Duration

These terms commence when you accept them and continue until terminated.

4. Orders

You place orders with us on the following basis:

- You promise that you have the legal capacity to enter into the transaction;
- We only conclude an agreement when we dispatch our goods to you;
- We may cancel any order, but we will refund any money you have paid if we do;
- We reserve the right to refuse any order you place with us.
- We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order.
- These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address.
- In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.
- We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.
- We conclude an agreement where you are domiciled; and
- Each order is a separate agreement, but you breach all of them if you breach one.



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5. Goods

We sell the goods to you on the following basis:

- you will bear the cost and we will choose the way of packaging and delivering the goods unless agreed otherwise;
- we will do our best to dispatch the goods as soon as possible after you have placed an order, but we are not liable and you may not cancel an order if we do not do so timeously;
- risks related to the goods pass to you on delivery;
- ownership in the goods passes to you on payment of the fees in full; and
- you have the same rights against us as we have against our suppliers in terms of any warranty attached to the goods or imposed by law.

6. Your data

You own all your data. When you enter your data into the system, you give us a license to use it to provide the goods.

- We are not responsible for any of your data stored on our system.
- You agree to provide current, complete and accurate purchase and account information for all purchases made at our store.
- You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

7. Intellectual property

We may own intellectual property rights in our goods and you may not use those rights without our permission. We may prosecute you for any violations of our proprietary rights.

8. Disclaimer

We disclaim all warranties to the extent allowed by applicable law. We are not liable for any defect that you cause.

9. Fees and payment

You will pay us the fees on the due date. You may not withhold payment of any amount due to us for any reason.

10. Direct damages limited

We are only liable to you for any direct damages that the goods may cause up to the total amount of fees that you have paid us for them.

11. Indirect damages excluded

We are not liable for any other losses that the goods may cause you.

12. Breach

Please don't breach your obligations under this agreement. If you do, we have certain rights against you in terms of the law.

13. Termination

We may need to terminate this agreement immediately under certain unlikely circumstances, including if we discontinue the goods, believe providing the goods could burden or pose a risk to us, have to terminate to comply with a law, or providing the goods has become impractical. If we need to terminate, we will give you as much notice as possible in writing.

- The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.
- These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.
- If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).



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14. Resolving disputes

We want to avoid disputes about this agreement and resolve them as quickly as possible. But if there is one, either party may inform the other of it in writing. The parties must first try to negotiate to end the dispute, then enter into mediation if negotiation fails, and finally, go to arbitration if mediation fails.

15. Notices and domicile

We want to communicate with you effectively about this agreement. For this reason, the parties will send all notices to each others' email addresses and choose their respective street addresses as their service addresses for all legal documents. The parties may change either address on 14 calendar days written notice to the other.

16. Force majeure

Things may happen that prevent you or us from complying with each of our obligations under this agreement. Neither party is responsible for breach of this agreement caused by circumstances beyond its control, but the other party may cancel the agreement on written notice to the other if the circumstances persist for more than 60 calendar days.

17. Entire agreement

The agreement is the entire agreement between the parties on the subject.

18. Changes

If we change this agreement by updating this web page, any changes will only apply to future orders.

19. Governing law

South African law governs this agreement.

20. Jurisdiction

You consent to the jurisdiction of the Magistrate's Court.

Privacy policy

1. Purpose

This policy describes the way we handle your personal information.

2. Personal information

Personal information includes information we collect:

- On submission when you place an order; and
- Automatically when you visit this website.
- You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks;
- and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
- Credit card information is always encrypted during transfer over networks.

3. Acceptance

You may not order any of our goods if you do not accept this policy.

4. Collected on submission

We collect your contact details and delivery address when you place an order.



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5. Collected automatically

We collect your Internet usage information when you visit this website.

6. Purpose for collection

We may use any of your personal information that you provide to us for the purposes that you indicated when you agreed to provide it to us.

7. Consent to collectio

We will get your consent to collect your personal information in accordance with applicable law when you provide us with it.

8. Use

We may use your personal information to fulfil our obligations to you.

9. Sharing

We may share your personal information with third parties for the purposes of fulfilling our obligations to you.

10. Disclosure

We may disclose personal information to third parties if required for legal reasons.

11. Retention

We will only retain your personal information for as long as is necessary.

12. Updating or removing

You may choose to update or remove the personal information you have submitted to us by contacting us.

13. Optional Tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

- You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement.
- We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.
- Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).
- We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources).
- Such new features and/or services shall also be subject to these Terms of Service.

14. Third-Party Links

Certain content, products and services available via our Service may include materials from third-parties.

- Third-party links on this site may direct you to third-party websites that are not affiliated with us.
- We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.
- We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites.
- Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction.
- Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.



15. User Comments, Feedback and Other Submissions

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

- We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
- You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right.
- You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website.
- You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments.
- You are solely responsible for any comments you make and their accuracy.
- We take no responsibility and assume no liability for any comments posted by you or any third-party.

16. Errors, Inaccuracies, And Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability.

- We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).
- We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law.
- No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

17. Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: for any unlawful purpose;

- to solicit others to perform or participate in any unlawful acts;
- to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- to submit false or misleading information;
- to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- to collect or track the personal information of others;
- to spam, phish, pharm, pretext, spider, crawl, or scrape;
- for any obscene or immoral purpose; or
- to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.



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Disclaimer Of Warranties; Limitation Of Liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall House Of Calla SA, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Indemnification

You agree to indemnify, defend and hold harmless HoC and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

Contact Information:

Questions about the Terms of Service should be sent to us at admin@houseofcalla.co.za