

TERMS AND CONDITIONS

Please read these terms and conditions carefully before ordering any Products from mona-me.me. By ordering Products, you agree to be bound by these terms and conditions and you will need to accept them, before completing your order, by clicking "I Accept" near the end of the order process. If you refuse to accept these terms and conditions, you will not be able to order any Products from this site.

1. Placing an order on the site

By placing an order through the site, you agree that you are legally capable of entering into binding contracts and are at least 18 years old.

After placing an order, you will receive an electronic invoice from me acknowledging that I have received your order. This does not mean that your order has been accepted by me but it does constitute an offer to me to buy the Product. All orders are subject to acceptance by me, and I will confirm such acceptance to you by sending you an Order Confirmation after I receive the 50% deposit or the full amount. The contract between us will only be formed when I send you the Dispatch Confirmation, which will follow after payment of the outstanding amount. The outstanding amount will be due after a final payment notification has been sent.

The Contract will only relate to those Products whose dispatch I have confirmed in the Dispatch Confirmation. If you have ordered additional Products that are not listed in the Dispatch Confirmation (for example because they are currently out of stock / unavailable), these Products will not form part of the Contract until dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

2. Availability and delivery

Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 30 days of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

If I have insufficient stock of a Product, you will be notified of this as soon as possible after your order has been received. You will be given the opportunity to wait until the Product is back in stock, choose a different product or colour or cancel your order and secure a refund in accordance with the appropriate terms and conditions of this policy.

3. Risk and title

The Products will be at your risk from the time of delivery.

Ownership of the Products will only pass to you when I receive full payment of all sums due in respect of the Products, including delivery charges.

4. Price and payment

The price of products is the price in force on the date and at the time on which I process your order. I make every effort to ensure that the prices on the website are accurate.

It is always possible that, despite my best efforts, some of the Products listed on the site may be incorrectly priced. I will normally verify prices as part of dispatch procedures and the price quoted on the website will be the price you pay. However I am under no obligation to provide the Product to you at an incorrect lower price quoted on the website, even after I have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

All prices exclude delivery costs (which will be added to the total amount due as set out in the electronic invoice).

Payment for all Products must be completed before it will be dispatched. Mona-Me only accepts Banking Transfers.

5. Consumer rights and refund policy

No refunds after an Order Confirmation has been received, unless you have received an incorrect size or colour specified.

I will refund the price (including the cost of sending the item to you and receiving it back) or the correct product ordered if you have received an incorrect size or colour as required, within 30 days of the day I received the Product in the same condition in which you received it. You have a legal responsibility to take reasonable care of any Product(s) whilst they are in your possession.

6. Warranty and limitation of liability

I warrant to you that any Product purchased through the site is of satisfactory quality and reasonably fit for all the purposes for which products of that kind are commonly supplied.

All other express or implied terms, conditions, warranties or representations with regard to the Products, this website or any information or service provided by me through this website are excluded to the fullest extent permitted by law.

My liability for losses you suffer as a result of buying the Product(s) is strictly limited to the purchase price of the Product you purchased.

This provision does not in any way exclude or limit my liability for death or personal injury caused by my negligence, for fraud or for fraudulent misrepresentation or for any other matter for which it would be illegal for me to exclude or limit, or attempt to exclude or limit, my liability.

I accept no liability for any failure to deliver, or for any delay in delivering, the Product, nor for any defect or damage to the Product that is caused by circumstances beyond my reasonable control.

7. Import duty

If you order Products from the site for delivery outside South Africa, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes and I have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

You must comply with all applicable laws and regulations of the country for which the Products are destined. I will not be liable for any breach by you of any such laws.

8. Written communications

Applicable laws require that some of the information or communications I send to you should be in writing. When using the site, you accept that communication with me will be mainly electronic. I will contact you by e-mail or provide you with information by posting notices on the website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that I provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

9. Notices

All notices given by you to me must be given to shop@mona-me.me. I may give notice to you at either the e-mail or postal address you provide to me when placing an order. Notice will be deemed received and properly served immediately when posted on the website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter.

10. Transfer of rights and obligations

The contract between you and me is binding on you and me and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of

your rights or obligations arising under it, without my prior written consent. I may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of my rights or obligations arising under it, at any time during the term of the Contract.

11. Force majeure

I'm not to be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside my reasonable control, including but not restricted to, strikes, lock-outs, riot, terrorist attack, war, fire, explosion, natural disaster, impossibility of the use of public or private transport or public or private telecommunications networks or the acts, decrees, legislation, regulations or restrictions of any government.

My performance under any Contract is deemed to be suspended for the period that the force majeure event continues, and I will have an extension of time for performance for the duration of that period. I will use reasonable endeavours to bring the force majeure event to a close or to find a solution by which my obligations under the Contract may be performed despite the force majeure event.

12. Waiver

If I fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if I fail to exercise any of the rights or remedies to which I am entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by me of any default shall not constitute a waiver of any subsequent default.

13. Severability

If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

14. Entire agreement

These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

15. My right to vary these terms and conditions

I may amend these terms and conditions at any time and any revised version will be effective immediately that it is displayed on the site. You will be subject to the policies and terms and conditions in force at the time that you order Products from me, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if I notify you of the change to those policies or these terms and conditions before I send you the Dispatch Confirmation (in which case I have the right to assume that you have accepted the change to the terms and conditions, unless you notify me to the contrary within seven working days of receipt by you of the Products).

16. Language

This agreement is drafted in the English language. If this agreement is translated into any other language, the English language text shall prevail.

17. Law and jurisdiction

Contracts for the purchase of Products through the site will be governed by South African law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of South Africa.