

# Terms and Conditions

## Raynel Communications Online Shop

### Terms and Conditions

These terms and conditions govern all purchases from the Raynel Communications Online Shop. By using [www.raynel.co.za/shop](http://www.raynel.co.za/shop) (the "Website") whether as a visitor or a registered User (the "User" or the "Customer") to browse or purchase any product on the Website you, the Visitor / User / Customer, are bound by these terms and conditions ("Terms & Conditions").

[www.raynel.co.za/shop](http://www.raynel.co.za/shop) is owned and operated by Raynel Communications CC, a company registered in terms of South African law with registration number: 2009/223904/23, VAT number:4190275653 (hereinafter referred to as "Raynel Communications").

### Registration Process

You may only purchase goods from this website if you are 18 years or older. If you are under 18, you may only purchase goods from this website with consent of your legal guardian. By accepting these terms and conditions you confirm that you are at least 18 years of age, or that you have your legal guardians consent.

All Credit/Debit card transactions are Secure Socket Layers encrypted Raynel Communications' registration documents and the Website's registered domain name are checked and verified.

Raynel Communications shall take all reasonable steps to protect the customer's information. 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).

In order to purchase any products from the Website, you have to be a registered User and logged in using your own unique log in details.

### Agreement of Sale

An Agreement of Sale will only be effective when the customer electronically submits a successful order and a payment has been authorized and received by Raynel Communications.

Placing a product in a shopping basket without completing the purchase cycle does not constitute an agreement of sale; and/or constitute an order for such product. Raynel Communications shall not be held liable if such product is not available when the purchase cycle is completed at a later stage. Raynel Communications may remove such product from a shopping basket if no stock is available.

Raynel Communications reserves the right to refuse any order / Agreement of Sales or process any payment thereof; this includes but is not limited to partial orders, for whatsoever reason without giving reason to the customer.

### Sales Order

- \* There is no minimum order value
- \* A maximum value of R50 000 (Fifty Thousand Rand) per order on Hardware purchases
- \* All Prices are VAT inclusive

### Products and Availability:

All products and pricing are subject to stock availability.

The price of each product will be displayed with the product listing. In the event of a sales or special offer, the discounted price shall be displayed.

Raynel Communications makes every effort to ensure that the information supplied on the Website is accurate and that the products offered are available, however, where delays and out of stock situations occur, customers will be informed thereof.

Raynel Communications shall within reasonable efforts, ensure that products offered are available, however should items be ordered and Raynel Communications is not able to fulfill the orders, Raynel Communications shall only be liable to refund the amounts received by the customer for such products.

Raynel Communications reserves the right to change any product offered on the Website without prior given notice.

### Discounted Offers:

All voucher codes are applied to the value of the order, excluding delivery costs and are subject to our general Terms and Conditions.

The offer code must be entered in to the Voucher Code field on the basket page and applied for the discount to be deducted from the order.

Unless stated discounts cannot be combined and only one offer can be applied to any order.

All voucher codes active on the site are valid for 12 months from date of purchased order if not otherwise specified on discount offer..

Items already reduced in price, displaying a 'Was' and 'Now' price are also excluded from voucher offers.

Raynel Communications reserves the right, at its discretion, to change, modify, add, or remove any discount offers at any time by posting the amended Terms.

## Sim Card Activation

If the SIM is RICA registered, it will automatically be activated when the customer inserts it into a device (cellphone or data modem). Your Vodacom SIM Card, can take up to 24 hours to be active on the Vodacom Network.

If the SIM card is not registered in terms of RICA and is inserted into a device, the activation will not be allowed. An SMS will be sent to the SIM card informing the customer to register before the activation will be possible. Your Vodacom Sim Card, can take up to 24 hours to be active on the Vodacom Network.

Once the SIM card is automatically activated, the customer will receive a welcome SMS with the new cellphone number. Your Vodacom SIM Card, can take up to 24 hours to be active on the Vodacom Network.

## Television License

1. Raynel Communications requires you to produce a valid TV license and ID document when purchasing a TV. In terms of the Broadcasting Act and Television License Regulations, license holders are required to note and/or comply with: Statutory obligations of a television license:

1.1. A television license is valid only at the permanent address reflected on the license.

1.2. A person purchasing a television set must have a valid (paid-up) TV license.

You may not purchase a television set using someone else's TV license.

1.3. Raynel Communications requires a separate domestic television license at the full annual tariff for an additional TV at a new residential property (e.g., a holiday home) since it involves a different physical address.

1.4. "Family members of a television license holder"—defined as all persons who are permanent residents with the license holder, and; depend on him/her, and are owed a legal duty of support by the license holder—are covered by a single TV license in his/her name. A person has to meet all three conditions to be covered by a household's TV license. Such domestic license covers a license holder and his/her immediate, dependent family members—with a married couple, a husband/wife and his/her dependent, minor children. Adult (non-dependent) children or more distant relatives—such as adult children, parents/ grandparents, brothers/sisters, uncles/aunts—or boarders or lodgers sharing a family's home, are not defined as family members. They are separately liable for television sets in their possession and/or used by them.

## Refunds:

Credit/Debit Card transactions shall only be refunded back to a bank account and not to that of the Credit/Debit Card, which the purchase was made against. All refunds may take up to 21 working days to process.

## IMPORTANT NOTICE:

### RICA:

Due to the new Legislative requirements: upon delivery the customer is required to present the following documentation to the courier driver for verification purposes:

Original ID document / Passport; and Proof of Physical Address - Not older than 3 months E.g. Utility bill, tax return, municipal rates or any other document that confirms the residential address of the customer In the event that the Customer is unable to produce any of the above documents (identification and proof of address) the courier driver will not deliver the products.

## Risk and ownership

All risk, including but not limited to risk of loss, theft, damage or unauthorized use, in and to the product which is the subject of the agreement of the sale shall pass to the customer on delivery thereof to the customer.

## Peace of Mind:

Should the customer not be completely satisfied with the purchase, the customer may return it for a full refund provided that:

- \* the customer contacts the Raynel Communications Online Support team to arrange collection
- \* the product is returned within 7 days from date of receipt and
- \* the product is undamaged and is in its original packaging including all accessories and any other promotional items, if any.

Raynel Communications reserves the right to levy a reasonable usage charge in respect of returned goods.

## Record of Online Sale Order

A record of each sales order and any related transaction between the customer and Raynel Communications shall be maintained on the Online Website.

The customer shall only be able to view and print such record during the initial 12 (Twelve) month period. It shall be the responsibility of the customer to retain the record of the relevant sale or related transaction thereafter.

## Listing of Cellular Phones:

In the event of theft or loss of a Cellular phone, where Raynel Communications has provided the Cellular Phone, the Customer shall be entitled to request Raynel Communications to list such Cellular Phone on the "blacklist" as determined by the prevailing policy of Raynel Communications from time to time. Raynel Communications shall effect such listing provided that all required information has been supplied by the Customer

"Blacklist" shall mean the disablement by electronic or other means, of a Cellular phone thereby preventing its further use on the Vodacom Network.

In the event of theft or loss of a SIM card, where Vodacom has provided the SIM card, the Customer shall be entitled to request Vodacom to list such SIM card on the "greylist" as determined by the prevailing policy of Vodacom from time to time. Vodacom shall effect such listing provided that all required information has been supplied by the Customer

"Greylist" shall mean the disablement by electronic or other means, of a SIM card thereby preventing its further use on the Vodacom Network.

## Disclosure of Information

Raynel Communications shall to the extent permitted by law, receive or disclose the Customer's personal information, documents, detailed call records and / or any other information for or to -

Any law enforcement agencies that require the information for the preventing or investigation of criminal activities.

Any of Raynel Communications' shareholders, related entities, suppliers, agents or professional advisors for reporting, accounting, product supply, marketing and/or auditing purposes.

Notwithstanding anything to the contrary herein contained, Raynel Communications shall be entitled to utilize the Customer's call records for tracing purposes as required by it in terms of law.

## Disclaimer

Whilst every effort has been made by Raynel Communications and its suppliers of information, to ensure the proper performance of this website, the accuracy of the information/images and the reliability of the binary data on this website, Raynel Communications, its affiliated companies, suppliers, or any of their employees, do not guarantee the availability of the Website, content and information offered on the Website or the accuracy of the information and/or images on this Website.

Raynel Communications makes no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of this Website and/or the services and/or the information and/or images contained on the Website, are thus used at the customer's own risk. In particular Raynel Communications makes no warranty that the Website will meet the customer's requirements, be uninterrupted, complete, timely, secure or error free.

## No warranties:

The Website is supplied on an "as is" basis and has not been compiled or supplied to meet the customer's individual requirements. It is the customer's sole responsibility to satisfy the customer's self, prior to accepting these Terms and Conditions that the service available from and through this Website will meet the customer's individual requirements and be compatible with the customer's hardware and/or software.

The Website may contain hyper-links to third party sites. Raynel Communications is not responsible for the content of, or the services offered by those sites. The hyper-link(s) are provided solely for the customer convenience and should not be construed as an express or implied endorsement by use of the site(s) or the products or services provided therein. The customers access those sites and use their products and services solely at the customer's own risk.

## Governing Law and Jurisdiction

This Website is hosted, controlled and operated from the Republic of South Africa and therefore governed by South African law and, subject to the 'Disputes' clause of these Terms & Conditions, the customer submit to the jurisdiction of the South African courts.

## Raynel Communications collects; stores and uses the abovementioned information for the following purposes:

- \* to greet the customer when the customer accesses the Website;
- \* A maximum value of R50 000 (Fifty Thousand Rand) per order on Hardware purchases
- \* subject to the customer consent, to inform the customer of facts relating to the customer
- \* access and use of the Website;
- \* subject to the customer consent, to inform the customer about competitions and special offers from Raynel Communications and/or its partners / affiliates;
- \* to compile non-personal statistical information about browsing habits, click-patterns and access to the Website;
- \* to verify the customer identity when transacting with Raynel Communications and/or Marketplace Sellers; and
- \* to ensure that the goods are received by the addressee.
- \* The customer may elect not to receive any communications from Raynel Communications and/or its partners / affiliates.

Raynel Communications may collect, maintain, save, compile and share any information collected from the customer, subject to the following provisions:

Raynel Communications shall not disclose the customer's personal information unless - the customer consent thereto; or through due legal process.

Raynel Communications may compile, use and share any information that does not relate to any specific individual; and Raynel Communications owns and retains all rights to non-personal statistical information collected and compiled by Raynel Communications.

## Data Protection.

Raynel Communications shall not pass on customer information to any third parties for Marketing purposes, only Raynel Communications and its affiliated vendors shall contact the customer to promote its products and services.

## Security

Any person that delivers or attempts to deliver any damaging code to this Website or attempts to gain unauthorized access to any page on this Website shall be prosecuted and civil damages shall be claimed in the event that Raynel Communications suffers any damage or loss.

The customer agrees and warrants that the customer log-in name and password shall:

- \* be used for the customer personal use only; and
- \* not be disclosed to any third party.

The customer allows Raynel Communications to take all reasonable steps to ensure the integrity and security of the Website and back-office applications.

All credit card transactions are Secure Socket Layers encrypted Raynel Communications' registration documents and the Website's registered domain name are checked and verified.

## Changes to Agreement

Raynel Communications may, in its sole discretion, change these Terms & Conditions or any part thereof at any time with or without notice. It is the customer responsibility to visit the Website to see whether the Terms & Conditions have been amended and ensure that the customer is satisfied with the amendments. Should the customer not be satisfied with the amendments, the customer must refrain from placing any further orders on, or from using in any way, the Website.

## Disputes

### Between the customer and Raynel Communications

Save for urgent or interim relief which may be granted by a competent court, in the event of any dispute of any nature whatsoever arising between the customer and Raynel Communications on any matter provided for in, or arising out of these Terms & Conditions, and not resolved through the Customer Care Department of Vodacom, then such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa. Arbitration proceedings shall be conducted in Johannesburg in English.

### Address for delivery of notices

Raynel Communications chooses as its address at which it will receive all correspondence or legal notices for all purposes under these Terms & Conditions, whether in respect of court process, notice, or other documents or communication of whatsoever nature, the following address: (Physical address) Raynel Communications, Shop 19, Blu Valley Shopping Centre, CNR Rooihuiskraal & Bothrill Street, The Reeds, Centurion, 0157.

## Term and Termination

These Terms & Conditions shall commence from the date on which they are published on the Website and continue indefinitely, as amended by Raynel Communications from time to time, for so long as the Website exists and is operational, Raynel Communications being entitled to terminate these Terms & Conditions and/or shut down the Website at any time.

## Copyright

Any and all copyright subsisting in the Website, including these Terms & Conditions, vests in Raynel Communications and all rights not expressly granted are reserved.

Raynel Communications cannot screen or edit all the content available from the Website and does not accept any liability for illegal, defamatory or obscene content. The customers are encouraged to inform Raynel Communications of any content that may be offensive or illegal.

## Intellectual Property Rights

All the content, trademarks and data on this Website, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, designs and agreements, are the property of or licensed to Raynel Communications and as such are protected from infringement by local and international legislation and treaties.

## Electronic Communications

When the customer visits the Website or send e-mails to Raynel Communications, the customer consent to receiving communications from Raynel Communications electronically and agree that all agreements, notices, disclosures and other communications sent by Raynel Communications satisfy any legal requirements, including but not limited to the requirement that such communications should be "in writing".

## Hyperlinks

Hyperlinks provided on this Website to non - Raynel Communications sites are provided as is and Raynel Communications does not necessarily agree with, edit or sponsor the content on such web pages.

## Framing

No person, business or web site may frame this site or any of the pages on this Website in any way whatsoever.