



## Terms and Conditions

Here you'll find the terms and conditions for use of the Jill Manson Flower Journey's website, as well as information relating to our Anti-Spam and Privacy Policies (including the maximum amount of data we would ever be interested in collecting from visitors.) In addition, you will be able read up on intellectual property rights and copyright relating to our logos and the site, plus get the low down on our standing as regards governing law, how we handle the whole databases thing and the security setup of the site and credit card payments etc.

This website is run by Jill Manson Flower Journeys a company based in South Africa and with Company Registration Number: CK2015/123784/07 and whose ownership is held by Jillian Manson.

## Copyright

1.1 All rights not expressly granted are reserved. To obtain permissions for the commercial use of any content on this site contact The General Manager on e-mail at [info@jillmanson.co.za](mailto:info@jillmanson.co.za)

1.2 Users may download, view and print content from this site for private and non-commercial purposes only.

1.3 All moral rights of Jill Manson Flower Journeys and its employees/agents are reserved.

1.4 Jill Manson Flower Journeys cannot screen or edit all the content available from the Jill Manson Flower Journeys site and does not accept any liability for illegal, defamatory or obscene content. Users are encouraged to inform Jill Manson Flower Journeys of any content that may be offensive or illegal.

## Intellectual Property Rights

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

## Electronic Communications

3.1 When a user registers on or sends e-mails to Jill Manson Flower Journeys that user consents to



receiving communications from Jill Manson Flower Journeys electronically and agrees that all agreements, notices, disclosures and other communications sent by Jill Manson Flower Journeys satisfies any legal requirements, including but not limited, to the requirement that such communications should be "in writing".

## Disclaimer

4.1 Apart from the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, neither Jill Manson Flower Journeys nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this web site or the services or content provided from and through this web site.

4.2 Furthermore, Jill Manson Flower Journeys makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this web site are free from errors or omissions. Users are encouraged to report any possible malfunctions and errors to the person referred to in clause 1.

## Governing Law

5.1 This site is hosted, controlled and operated from the Republic of South Africa and therefore governed by South African law.

## Security

6.1 Any person that delivers or attempts to deliver any damaging code to this web site or attempts to gain unauthorised access to any page on this web site shall be prosecuted and civil damages shall be claimed in the event that Jill Manson Flower Journeys suffers any damage or loss.

6.2 The user agrees and warrants that its log-in name and password shall:

6.2.1 be used for personal use only; and

6.2.2 not be disclosed to any third party.

6.3 The user allows Jill Manson Flower Journeys to take all reasonable steps to ensure the integrity and security of the Jill Manson Flower Journeys site and back-office applications.

6.4 All credit card transactions are Secure Socket Layers encrypted.

## Changes To Agreement

7.1 Jill Manson Flower Journeys may, at its sole discretion, change this agreement or any part thereof at any time without notice.

## Disputes

8.1 In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this agreement, and not resolved through the Customer Relations Department of Jill Manson Flower Journeys, 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. The arbitration rules may be downloaded from: [http://www.arbitration.co.za/downloads/expedited\\_rules.pdf](http://www.arbitration.co.za/downloads/expedited_rules.pdf)

## Domicilium

9.1 Jill Manson Flower Journeys 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: 7 Mackay Avenue, Blairgowrie, Randburg, Johannesburg.

## Privacy

10.1 Jill Manson Flower Journeys 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.justice.gov.za/legislation/acts/2000-002.pdf>

10.2 Jill Manson Flower Journeys may electronically collect, store and use the following personal information of Users:

- 10.2.1 name and surname;
- 10.2.2 gender;
- 10.2.3 country of residence;
- 10.2.4 closest city;
- 10.2.5 e-mail address; and
- 10.2.6 IP address

10.3 Jill Manson Flower Journeys collects, stores and uses the abovementioned information for the



following purposes:

- 10.3.1 to greet the User when he/she accesses the Jill Manson Flower Journeys web site;
- 10.3.2 subject to the User's consent, inform the User of facts relating to his/her access and use of the Jill Manson Flower Journeys website;
- 10.3.3 subject to the User's consent, inform the User about competitions and special offers from Jill Manson Flower Journeys and/or its partners/affiliates;
- 10.3.4 to compile non-personal statistical information about browsing habits, click-patterns and access to the Jill Manson Flower Journeys web site.
- 10.4 Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings.
  
- 10.5 The User may elect not to receive any communications from Jill Manson Flower Journeys and/or its partners/affiliates.
  
- 10.6 Jill Manson Flower Journeys may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:
  - 10.6.1 Jill Manson Flower Journeys shall not disclose personal information from Users unless the User consents thereto;
  - 10.6.2 Jill Manson Flower Journeys shall disclose information without the User's consent only through due legal process; and
  - 10.6.3 Jill Manson Flower Journeys may compile, use and share any information that does not relate to any specific individual.
  
- 10.7 Jill Manson Flower Journeys owns and retains all rights to non-personal statistical information collected and compiled by Jill Manson Flower Journeys.

## Regarding Databases

- 11.1 All database information is and remains the property of Jill Manson Flower Journeys, unless purchased outright (see point 11.7).
  
- 11.2 Payment is prior to delivery of any database purchases or rental.
  
- 11.3 Payment for E-mail campaigns and digital marketing is strictly COD until an approved line of credit has been established with Jill Manson Flower Journeys.
  
- 11.4 Database rentals are intended for one marketing/communication distribution only. This means one piece of post, or one fax, per member of the database only.



11.5 Database purchases allow the purchaser complete access to the purchased data and include 6 updates of that data with a 12 month period.

11.6 All database purchases and rental exclude e-mail addresses unless stipulated by a superceding agreement.

11.7 Any other distributions to the database, other than those specifically paid for, will be deemed not to be in accordance of these terms and conditions, and will require payment as deemed appropriate by Jill Manson Flower Journeys, or will lead to criminal charges.

11.8 Database rentals are undertaken at the risk of the user. No guarantees are offered in terms of the accuracy of the data, and no refunds will be awarded accordingly.

11.9 Should the client make use of our e-mail campaigns to any database whether it be in house or to the Decision Makers Database, an 'unsubscribe' option will be made available on each message, in accordance with prevailing legislation.

11.10 Database e-mail distributions and rentals are undertaken at the risk of the user. No guarantees are offered in terms of the accuracy of the data, and no refunds will be awarded accordingly.

## Booking Confirmations for Paid Events

12.1 Jill Manson Flower Journeys issues immediate electronic booking confirmations. If you have not received confirmation of your booking before the event, contact us to ensure that your booking has been registered.

In cases of bookings not being confirmed, email [info@jillmanson.co.za](mailto:info@jillmanson.co.za)

## Costs

13.1 Prices:

13.1.1 The price of each event/course is displayed with details of the event/course. In the event of a discount or special offer, the discounted price or special offer is displayed.

13.2 Transaction Currency All transactions will be processed in ZAR (South African Rands)

13.3 Value added tax:

13.3.1 Value added tax at the rate of 15% is charged on courses attended by South African residents.

## Payment Methods

### 14.1 Credit card payments.

14.1.1 At the time of registering for an event, the transaction details are presented to the bank and an authorization is obtained for the amount of the order.

14.1.2 Note that to protect its own and the interests of customers, Jill Manson Flower Journeys scrutinizes all transactions very carefully to prevent attempted fraud and a transaction may be refused if Jill Manson Flower Journeys is not satisfied with its legitimacy.

14.1.3 Jill Manson Flower Journeys operates credit card technology provided by PayGate (Pty) Ltd, who are the approved payment gateway for all South African Acquiring Banks. DPO 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](http://www.paygate.co.za) to view their security certificate and security policy.

14.1.4 Payment may be made via Visa, MasterCard, Diners or by bank transfer into the Jill Manson Flower Journeys bank account, the details of which will be provided on request.

14.1.5 Customer details will be stored by Jill Manson Flower Journeys separately from card details which are entered by the client on DPO PayGates™ secure site. For more detail on DPO PayGate refer to [www.paygate.co.za](http://www.paygate.co.za).

### 14.2 Bank deposit payments

14.2.1 If the buyer selects to pay via bank deposit, instructions will be given on how to deposit monies into the Jill Manson Flower Journeys bank account and would it be subject to the following rules:

14.2.2 The exact amount must be paid

14.2.3 The payment must be identified by supplying the invoice number and surname or company name in the reference section of the deposit slip or on the electronic transfer.

14.2.4 Cheque deposits are subject to a clearing period.

14.2.5 No bank deposits are accepted from outside the borders of South Africa.

14.2.6 Unpaid bank deposit orders are cancelled after five business days.

## Dates and Times

15.2 Jill Manson Flower Journeys cannot be held responsible for changes to event/course dates which may be beyond its control.

## Security

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## Flower Courses Terms & Conditions

1. Payment must be made in full up front for the Creative Play Sessions. Deposits of 50% are required to book your space for all other courses. The 50% balance of those payments must then be paid 5 business days prior to the start of the course.
2. Your booking will only be held once your POP is emailed to [studio@jillmanson.co.za](mailto:studio@jillmanson.co.za) & [info@jillmanson.co.za](mailto:info@jillmanson.co.za)
3. If you cancel your booking due to illness within 48 hours prior to the session date, you will be given a 50% refund will be given for that session upon provision of a note from doctor. If we are able to fill the spot from a waiting list, a further 40% will be paid back to you. The remaining 10% will be held by us for administration fees.
4. If you cancel your booking for any other reason, it must be done within 7 business days prior to the course date. In that instance you will be given a 50% refund. If we are able to fill the spot from a waiting list, a further 40% will be paid back to you. The remaining 10% will be held by us for



administration fees. Cancellations made with less than 7 business days' notice will be given no refund.

5. A minimum of 5 booked participants are required for any session/course to proceed. Should the class be cancelled for any other reason by Jill Manson Flowers a full refund will be given to you for payments made upon booking.

## Flower Order Terms & Conditions

### General:

1. All prices are inclusive of VAT. A delivery fee will be added to your final invoice.
2. All prices are subject to change with prior notification.
3. Delivered products may vary in appearance when compared to images on the website.
4. We reserve the right to make these substitutions without notifying the customer unless the substitutions are significant. In these cases, we will attempt to contact you. All substitutions are of equal or greater value and look as similar as possible to the product ordered.
5. If your floral creation is damaged during transportation and delivery, please let us know within 24 hours. We will gladly collect and replace it at our expense.
6. We reserve the right to cancel orders placed if there has been misuse of a voucher or unsolicited voucher use of a vouchers purchases from us.
7. Please ensure that all recipient names and card messages are spelt correctly and that the delivery addresses provided are correct. We print messages and names exactly as provided.

### Payments/Refunds:

1. Full payment is required before delivery. Please ensure your payment is made in time to avoid delays to the delivery date.
2. Please email your proof of payment to [studio@jillmanson.co.za](mailto:studio@jillmanson.co.za)
3. No refunds applicable.
4. We will substitute the blooms to the same value where a design has been damaged during transportation and delivery or after our floral designer has evaluated the floral creation.

### Delivery:

1. Delivery times cannot be guaranteed. If we are unable to meet your delivery date or time, we will contact you to advise.
2. Additional delivery fees apply to addresses outside of our normal delivery range.
3. If you place an order for same day delivery in the morning, your order will go out in the afternoon that same day. To ensure same day delivery, please send your proof of payment to us before 12 pm that same day. If your order is placed after 12pm, delivery will take place the next day.





4. We unfortunately can't leave deliveries unattended at the recipient's front door. We will, however, try our best to deliver at reception, receiving, security or a neighbour if they aren't available.
5. Our normal delivery procedure is to give the recipient a call when we are at or near the specified address. If we can't get hold of the recipient, we'll call the sender. If we can't get hold of the recipient or the sender, we reserve the right to re-attempt delivery at a later stage.
6. In order to ensure all our deliveries are made on time, our drivers are only able to wait for a recipient for a limited amount of time.
7. Our standard delivery fees are, inclusive of VAT: a. Johannesburg City Bowl: R90.00 b. Outlying areas: R150.00 c. Pretoria: R300.00
8. We reserve the right to charge a 15% handling fee plus delivery if the address provided is incorrect or incomplete.