

1. Introduction

The Operation Smile online shop is

Legally binding contract

All users ("buyers") are bound by these terms and conditions ("Ts & Cs"). By using the site, you recognise that you've read and accepted these terms and conditions.

Should there be any clause in these T&Cs that you do not understand, the onus is on you to ask Operation Smile to please explain the relevant clause to you before you accept the T&Cs by using or buying from the site.

Products and availability

Please note that the stock of all items on offer is limited. Operation Smile will make all reasonable attempts to ensure that special offers are brought to an end when stock runs out. If it happens that Operation Smile is unable to fulfil any order at the advertised price because stock is sold out, Operation Smile will let you know and you'll be entitled to a reimbursement for the rand value you have paid for such product.

Buying products

The site allows you, the user, to place electronic orders ("order") for one or more products on offer as long as such products are available and not sold out.

A purchasing contract ("sale") only comes into effect once you have fully completed AND submitted the online order form for one or more products in your basket ("shopping cart") AND your payment has been authorised. The above is dependent on the product being available.

Products cannot be reserved to be bought at a later stage, and placing an item in your basket without completing the order does not amount to a sale or an order.

Delivery time and delays

Unless we inform you otherwise, before you place your order and before the final confirmation, the estimated maximum delivery time for an order in South Africa – either door-to-door or door-to-post office counter - is 6 working days.

For products that are "made on order", this could take longer, but will be communicated to the "buyer" via email.

Delivery Completed

A delivery is considered complete as soon as the parcel is accepted by an individual on your behalf at your specified delivery address.

It is your responsibility, as buyer, to ensure that you or the intended receiver of the gift (when applicable) inspect(s) the parcel on arrival and makes known any justifiable complaints. The receiver has the right to refuse the parcel if it appears to have been opened or if it has clearly been damaged.

Such complaints and claims must be brought to the attention of Operation Smile emailing us at madelein.snyman@operationsmile.org

Defective items, returns and reimbursement

If you are dissatisfied with your purchase due to a defect, incorrect product choice or other reason, you may return it to Operation Smile within 30 days of delivery.

Operation Smile does not accept returns out of the country. Operation Smile will evaluate each case and issue a refund upon proof of the damaged/incorrect item.

The Delivery and Returns Policy informs your rights in this regard.

For more details about our returns policy and for any other queries, please email us on madelein.snyman@operationsmile.org

Indemnity:

Operation Smile nor any of its representatives will be held responsible for any loss or accountability of any kind that arises from the use of (or inability to use) this site, its services or content.

Furthermore, Operation Smile provides no guarantee, implied or otherwise, that the content or technology attached to this website is free of errors or omissions. Nor is there any guarantee whatsoever that services will be 100% uninterrupted or faultless. We encourage you to report any possible malfunctions and errors by emailing us.

The site itself is offered on an "as it is" basis and is not set up or delivered according to your individual specifications.

It is your responsibility, before accepting these Ts & Cs, to determine whether the service available through this website satisfies your individual needs and is compatible with your hardware or software. Information, ideas and opinions expressed on this web site should not be regarded as professional advice, or as Operation Smile's official stance.

We encourage you to obtain professional advice before taking any action on the strength of information, ideas or opinions expressed on this site.

Changes to terms and conditions

Operation Smile may, at its own discretion, change these terms and conditions or any part thereof. At such point, it will be your responsibility to read through the revised terms and conditions to ensure you're satisfied.

It will be your own responsibility to visit the website to check whether the terms and conditions have changed, and to make sure you're satisfied with the changes. If you're dissatisfied with any changes, you should not use the site in any way.

Terms and discontinuation

These terms and conditions take effect on the date of first publication of the website and continue indeterminately. They may be revised by Operation Smile from time to time, for as long as the website continues to exist and be operated. Operation Smile is entitled to terminate these terms and conditions or close down the website at any time, subject to processing any pending purchases.

If you don't meet your obligations regarding these terms and conditions, including any incidents about payment and price or an order, and you neglect to rectify such non-adherence within 5 working days after Operation Smile has instructed you to do so, your access to the service will be blocked.

We have the right to close your account and deny you access to the site, depending on the severity of your actions. Such action on the part of Operation Smile will not have any negative effect on any damages Operation Smile may claim.

Copyright and other intellectual property

Any and all copyright relating to the website, including these terms and conditions, is held by Operation Smile. All rights not expressly given are reserved. You may download, view and print content from this site only for private and non-commercial ends. To obtain permission for commercial use of any content from this site, please send an email to sean.robson@operationsmile.org