

Terms & Conditions

Introduction

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

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You may view, download for caching purposes only, and print pages or OTHER CONTENT from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website except for content specifically and expressly made available for redistribution.

Where content is specifically made available for redistribution, it may only be redistributed within your organisation.

Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without expressed written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without G. Fox express written consent.

Restricted access

Access to certain areas of this website is restricted. G. Fox reserves the right to restrict access to other areas of this website, or indeed this entire website, at G. Fox discretion.

If G. Fox provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

G. Fox may disable your user ID and password in G. Fox sole discretion without notice or explanation.

User content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to G. Fox a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to G. Fox the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or G. Fox or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

G. Fox reserves the right to edit or remove any material submitted to this website, or stored on G. Fox servers, or hosted or published upon this website.

Notwithstanding G. Fox rights under these terms and conditions in relation to user content, G. Fox does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

No warranties

This website is provided "as is" without any representations or warranties, express or implied. G. Fox makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, G. Fox does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

Limitations of liability

G. Fox will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss; for any indirect, special or consequential
- loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if G. Fox has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit G. Fox liability in respect of any:

- death or personal injury caused by G. Fox negligence;
- fraud or fraudulent misrepresentation on the part of G. Fox ; or
- matter which it would be illegal or unlawful for G. Fox to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other parties

You accept that, as a limited liability entity, G. Fox has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against G. Fox officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect G. Fox officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as G. Fox

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify G. Fox and undertake to keep G. Fox indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by G. Fox to a third party in settlement of a claim or dispute on the advice of G. Fox legal advisers) incurred or suffered by G. Fox arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to G. Fox other rights under these terms and conditions, if you breach these terms and conditions in any way, G. Fox may take such action as G. Fox deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

G. Fox may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

G. Fox may transfer, sub-contract or otherwise deal with G. Fox rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions, together with DOCUMENTS, constitute the entire agreement between you and G. Fox in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Transaction Currency

Transactions are done in ZAR.

Country of Domicile

This website is governed by the laws of South Africa.

Cancellation of Orders

Should the Purchaser not take delivery of the goods ordered within 30 days of an online order being placed by the Purchaser, G. Fox shall be entitled, but not obliged, to cancel the Purchaser's order.

G. Fox shall in addition be entitled to cancel any order placed by the Purchaser within the event that:

- G. Fox does not have all or part of any goods ordered by the Purchaser in stock.
- It would be obvious to the reasonable person that the price of the goods ordered as indicated by the G. Fox online platform is incorrect because the price indicated does not accurately reflect the true value of the relevant goods.
- In the event that G. Fox does not cancel the Purchaser's order, the Purchaser shall nevertheless be liable for payment of goods ordered from G. Fox with regard to any goods whatsoever, including but not limited to custom-made goods.
- Save as otherwise provided for herein the Purchaser shall not be entitled to returns and/or refunds in respect of, any goods unless they are returned at the time delivery is made to the Purchaser.
- G. Fox shall use its best endeavours to deliver or make available the goods for collection by the Purchaser as soon as possible after the order has been placed with G. Fox and accepted by G. Fox.
- Insofar as it appears to G. Fox that the Purchaser's conduct is in any way prejudicial or potentially prejudicial to the conduct of G. Fox's business by, without limiting the generality of this provision, the Purchaser infecting the G. Fox's Website with viruses, G. Fox shall be entitled in its sole and absolute discretion to suspend, for any period it may deem fit, conducting business with the Purchaser or terminate such business relations entirely.

Privacy Policy

Your privacy is important to G. Fox . This privacy policy provides information about the personal information that G. Fox collects, and the ways in which G. Fox uses that personal information.

Personal information collection

G. Fox may collect and use the following kinds of personal information:

- information about your use of this website ;
- information that you provide using for the purpose of registering with the website ;
- information about transactions carried out over this website ;
- information that you provide for the purpose of subscribing to the website services ; and
- any other information that you send to G. Fox

Using personal information

G. Fox may use your personal information to:

- administer this website;
- personalize the website for you;
- enable your access to and use of the website services;
- publish information about you on the website;
- send to you products that you purchase;
- supply to you services that you purchase;
- send to you statements and invoices;
- collect payments from you; and
- send you marketing communications.

Where G. Fox discloses your personal information to its agents or sub-contractors for these purposes, the agent or sub-contractor in question will be obligated to use that personal information in accordance with the terms of this privacy statement.

In addition to the disclosures reasonably necessary for the purposes identified elsewhere above, G. Fox may disclose your personal information to the extent that it is required to do so by law, in connection with any legal proceedings or prospective legal proceedings, and in order to establish, exercise or defend its legal rights.

Securing your data

G. Fox will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

G. Fox will store all the personal information you provide on its secure servers.

Information relating to electronic transactions entered into via this website will be protected by encryption technology.

Cross-border data transfers

Information that G. Fox collects may be stored and processed in and transferred between any of the countries in which G. Fox operates to enable the use of the information in accordance with this privacy policy.

In addition, personal information that you submit for publication on the website will be published on the internet and may be available around the world.

You agree to such cross-border transfers of personal information.

Updating this statement

G. Fox may update this privacy policy by posting a new version on this website.

You should check this page occasionally to ensure you are familiar with any changes.

Other websites

This website contains links to other websites.

G. Fox is not responsible for the privacy policies or practices of any third party.