

Terms and Conditions for Basadi Bridal

Please read these Terms and Conditions carefully before using Our Service.

1. Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- **"Appointment"** means a scheduled consultation or fitting session at our premises.
- **"Business Day"** means any day which is not a Saturday, Sunday, or public holiday in the Republic of South Africa.
- **"Company"** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Basadi Bridal.
- **"Country"** refers to: South Africa.
- **"Dress"** means any wedding dress, bridesmaid dress, or related attire or accessory offered for Hire or Purchase.
- **"Goods"** refer to the Dresses and related items offered for sale or hire on the Service.
- **"Hire"** means the temporary rental of a Dress for a specified period under a Hire Agreement.
- **"Hire Agreement"** means the separate contractual document governing the terms of a Hire.
- **"Hire Period"** means the duration for which the Dress is hired, as specified in the Hire Agreement.
- **"Order"** means a request by You to purchase or hire Goods from Us.
- **"Price"** means the total financial amount payable for the Purchase or Hire of Goods, as specified on the official invoice or Hire Agreement.
- **"Purchase"** means the outright sale and transfer of ownership of a Dress.

- **"Security Deposit"** means the refundable amount paid by You to secure the performance of Your obligations under a Hire Agreement.
- **"Service"** refers to the Website, our physical premises, and all services we provide, including appointment bookings and the hire or purchase of Goods.
- **"Terms and Conditions"** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **"Website"** refers to Basadi Bridal, accessible from <https://www.Basadibridal.co.za>
- **"You"** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

2. Acknowledgment and Acceptance

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not access the Service.

You represent that you are over the age of 18 and are legally capable of entering into binding contracts. The Company does not permit those under 18 to use the Service. If you are acting on behalf of a company or other entity, you warrant that you have the authority to bind that entity to this agreement.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Please read Our Privacy Policy carefully before using Our Service.

3. Appointments

We operate by appointment to provide a dedicated and personalised service. Appointments can be booked through our Website, by phone, or via email.

3.1 Booking Fee & Confirmation

A non-refundable booking fee of R250 is required to secure your consultation appointment. Your appointment is only considered confirmed once this fee has been paid in full and you have received a confirmation from us.

3.2 Rescheduling

You may reschedule your confirmed appointment once free of charge, provided you give us more than 48 hours' (2 days') notice. Rescheduling requests with less than 48 hours' notice will be treated as a cancellation, and the booking fee will be forfeited.

3.3 Cancellations

If you cancel your confirmed appointment for any reason, the R250 booking fee is non-refundable and will be forfeited.

3.4 No-Shows and Late Arrivals

Failure to attend a confirmed appointment ("no-show") will result in the automatic forfeiture of your booking fee. We kindly ask that you arrive on time for your appointment. If you are more than 15 minutes late without prior notice, we reserve the right to treat the appointment as cancelled and the booking fee will be forfeited, as we may be unable to accommodate you without disrupting appointments for other clients.

3.5 Future Bookings

Repeated cancellations, no-shows, or late arrivals may result in us requiring full pre-payment of a future booking fee to secure any subsequent appointments.

4. Orders

4.1 Your Information and Warranties:

If You wish to place an Order, You may be asked to supply certain information relevant to Your Order including, without limitation, Your name, email, phone number, measurements, event dates, credit card or debit card number, expiration date, billing address, and shipping information.

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; (ii) the information You supply to us is true, correct, complete, and not misleading; and (iii) you will promptly update such information in writing if it changes. We shall not be liable for any loss or damage arising from your failure to provide accurate information.

By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Order.

4.2 Right to Refuse Service:

We reserve the right to refuse or cancel Your Order or Appointment at any time at our sole discretion for reasons including, but not limited to:

- (a) The Dress being unavailable;
- (b) Errors in the description or Prices for Goods;
- (c) Errors in Your Order;
- (d) Suspected fraud or an unauthorized or illegal transaction;
- (e) Inability to obtain payment authorization;
- (f) Your failure to comply with these Terms; or
- (g) A Force Majeure Event.

5. Pricing, Payment, and Security Deposit

5.1 Pricing:

We reserve the right to revise our Prices at any time prior to accepting an Order. The final Price payable is the Price stated on the official invoice or Hire Agreement provided upon our acceptance of your Order. Prices may be revised after an Order is accepted due to government action, variation in customs duties, increased shipping charges, or other matters beyond our control. In that event, You will have the right to cancel Your Order.

5.2 Payment Methods:

- (a) Payment must be made via secure methods on our Website, by direct EFT, or in cash.
- (b) For **Purchases**, a minimum deposit of 50% of the total Price is required to commence processing. The remaining balance must be paid in full prior to collection.
- (c) For **Hire**, the full Hire Fee and Security Deposit are required prior to collection.
- (d) All payments are subject to validation and clearing. The Dress will not be released until payments are confirmed as cleared.

5.3 Security Deposit (Hire):

- (a) The Security Deposit is held as security for the performance of all your obligations under the Hire Agreement
- (b) The Security Deposit will be refunded within fourteen (14) Business Days of the Dress being returned to us in the condition stipulated in the Hire Agreement.
- (c) We are entitled to deduct from the Security Deposit the full cost of any cleaning beyond standard maintenance, repairs for damage, replacement costs for lost items, and a late fee of R100 per day for late returns. An itemised statement of deductions will be provided.

6. Our Products: Hire and Purchase

All sales and hire agreements are subject to stock availability. We cannot guarantee the accuracy of colours and details on screen. Minor variations between the website image and the physical garment do not constitute a defect.

6.1 Alterations and Customisations (Purchase):

- (a) Purchased Dresses altered to your specifications are considered customised, made-to-order goods.
- (b) Your statutory right to cancel does not apply to customised goods. Consequently, all sales of altered or custom-made Dresses are **final and non-refundable**, unless materially defective.
- (c) This does not affect your statutory rights in relation to faulty goods.

6.2 Care and Responsibility (Hire):

- (a) During the Hire Period, you assume full risk and responsibility for the Dress from collection to return.
- (b) You must protect the Dress from damage, soiling, loss, or theft. It must be stored in a safe, clean, and dry environment.
- (c) The Dress must **not** be altered, repaired, or cleaned by any party other than Basadi Bridal. Any unauthorised action will result in the forfeiture of the entire Security Deposit and may incur additional charges.

7. Returns and Refunds (Purchase)

Any Goods you purchase can only be returned in accordance with these Terms and Conditions.

Your right to cancel an Order only applies to Goods that are returned in the same condition as You received them. You should also include all of the product's instructions, documents, and wrappings. Goods that are damaged or not in the same condition as You received them or which are worn simply beyond opening the original packaging will not be refunded.

You will not have any right to cancel an Order for the supply of any of the following Goods:

- The supply of Goods made to Your specifications or clearly personalized (including altered Dresses).
- The supply of Goods which according to their nature are not suitable to be returned, deteriorate rapidly, or where the date of expiry is over.
- The supply of Goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery.

We will reimburse You no later than 14 days from the day on which We receive returned eligible Goods. We will use the same means of payment as You used for the Order, and You will not incur any fees for such reimbursement

8. Availability, Errors and Inaccuracies

We are constantly updating our offerings. Goods may be mispriced, described inaccurately, or unavailable. We reserve the right to change or update information and to correct errors at any time without prior notice.

9. Links to Other Websites

Our Service may contain links to third-party websites. We have no control over and assume no responsibility for their content, privacy policies, or practices. You acknowledge that we shall not be liable for any damage or loss caused by your use of any third-party websites or services.

10. Intellectual Property

The entire content included on this Website, including text, graphics, logos, images, and compilations, is the property of Basadi Bridal or its suppliers and is protected by South African and international copyright and trademark laws.

11. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, data, use, or other pecuniary loss) arising out of the use or inability to use the Service, even if we have been advised of the possibility of such damages.

Our entire liability to you for any claim shall not exceed the amount actually paid by you through the Service for the Goods in question.

You assume all risk for any damage to your computer system or loss of data that results from downloading any content.

12. Indemnification

You agree to indemnify and hold harmless Basadi Bridal, our affiliates, and our respective officers, directors, agents, and employees from any claim or demand, including reasonable attorneys' fees, made by any third-party due to your breach of these Terms, your violation of any law, or your misuse of our Service (including any damage caused to a hired Dress).

13. "As is" and "As available" Disclaimer

The Service is provided to You "As is" and "As available" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company expressly disclaims all warranties, whether express or implied, with respect to the Service.

14. Termination

We may terminate or suspend Your access immediately, without prior notice, if you breach these Terms. Upon termination, your right to use the Service will cease immediately.

15. Dispute Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company in writing. If we cannot resolve the matter within 30 business days, the dispute will be finally resolved through binding arbitration in South Africa. This does not prevent either party from seeking urgent interim relief from a court.

16. Force Majeure

We shall not be liable for any failure or delay in performance caused by events outside our reasonable control ("Force Majeure Event"), including acts of God, war, fire, flood, pandemic, strike, act of government, or failure of public utilities or telecommunications networks. Our obligations will be suspended for the duration of the Force Majeure Event.

17. Governing Law

These Terms, and any dispute arising from them or related to the Services provided, shall be governed by and construed in accordance with the laws of the Republic of South Africa.

18. Severability and Waiver

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed to accomplish its objectives to the greatest extent possible, and the remaining provisions will continue in full force. Our failure to exercise a right shall not constitute a waiver of that right.

19. Changes to These Terms and Conditions

We reserve the right to modify or replace these Terms at any time. By continuing to access the Service after changes become effective, you agree to be bound by the revised terms.

20. Contact Us

If you have any questions about these Terms, you can contact us:

By email: info@basadibridal.co.za

By visiting this page on our website: <https://www.basadibridal.co.za/contact>

By phone number: 069 883 9641

Please use the subject line "**TERMS OF SERVICE ENQUIRY**" for a prompt response. We undertake to acknowledge receipt within 2 Business Days.