

Terms & Conditions

GENERAL TERMS AND CONDITIONS

This site is owned by Traves Holdings CC, Stand 72 Matumi Estate Nelspruit 1201. If you have any queries, please contact us at sales@infinoty.com.

1. Our contract

Your order is only accepted once we receive full payment. Once we confirm your order via email a legally binding contract is established as between us.

2. Ownership of rights

All rights, including copyright, in this website are owned by or licensed to Traves Holdings CC. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, noncommercial use, is prohibited without our permission. You may not modify, distribute, or repost anything on this website for any purpose.

3. Content & Handmade Disclaimer

We endeavour to ensure that prices are accurate, and items are fairly described at all times. However, we do not give any warranty as to the accuracy or completeness of the information and cannot be responsible for any errors or omissions or for the results arising from the use of such information. ***Please note due to the handmade nature of our products each product is unique and any weights, colours, dimensions or other details given are estimates only and may vary.*** Specifications and descriptions of products on this website and in our catalogue are solely to provide an approximate idea of the goods they describe and do not form part of the contract between you and us and are not intended to be binding.

4. Availability

All orders are subject to acceptance and availability. No items will go on back order - if an item is out of stock, please e-mail us and we will contact you as soon as the product is back in stock.

5. Acknowledgement and acceptance of your order

You will need to provide us with your e-mail address and we will notify you by e-mail as soon as possible to confirm receipt of your order. An acceptance of your order will take place on dispatch of the good(s) ordered.

6. Payment terms

- 6.1. Our Payment process is operated through Payfast via a secure server. You can check this by looking for the closed padlock at the bottom of your browser window at the payment stage. All card information is encrypted using the latest secure technology and passed directly to Payfast for authorization. No credit card information is stored on the InfinOty.com server at any time.
- 6.2. We will charge your credit account for payment upon receipt of your order. Please note that your payment transaction will appear as InfinOty on your credit/debit card statement. We also accept orders via e-mail and payment by EFT.

7. Shipping

- 7.1. Shipping charges vary according to the area/zone being shipped to and the gross delivery weight of the product and cannot be refunded. They are set out clearly under the "Shipping" section on our website.
- 7.2. Please be precise about where you would like the goods left if you are out when we deliver. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions.

8. Risk and ownership

Risk of damage to or loss of the goods passes to you at the time of delivery to you, or if you fail to take delivery at the agreed time, the time when we tried to deliver. You will only own the goods once they have been successfully delivered and when we have received cleared payment in full at which stage all risk and liability will pass to you. Goods supplied are not for resale.

9. Cancellation rights

We hope that you will be delighted with your order, however there may be an occasion where you need an exchange or a refund.

- 9.1. Damaged or incorrectly supplied products: You should check all products you receive against your order. If the products you receive are damaged or incorrectly supplied on delivery then you must note the details of any damage or error in supply on the delivery documentation and inform us (by post, phone or e-mail only) within fourteen days of delivery. You must return the products to us as soon as possible (within fourteen days of receipt of your order) after informing us that the products are damaged or have been incorrectly supplied.
- 9.2. Please note that we will not accept the return of any damaged or incorrectly supplied products where you fail to notify us of this within fourteen days of receiving them.

9.3. Other cancelled products: If you want to cancel products that are not damaged or incorrectly supplied, then you must inform us of this within seven days, starting the day after you receive the order. Products should be returned at your cost within fourteen days of receipt of your order. Please see our Returns & Refunds terms.

10. Cancellation by us

We reserve the right to cancel the contract between us if:

- 10.1. we have insufficient stock to deliver the goods you have ordered.
- 10.2. one or more of the goods you ordered was listed at an incorrect price.
- 10.3. If we do cancel your contract, we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your order.

11. Liability

- 11.1. If you do not receive goods ordered within 30 days of the date on which you ordered them, we will have no liability to you unless you notify us in writing at our contact address of the problem within 60 days of the date on which you ordered the goods (unless this is not reasonably practicable). If you notify a problem to us under this condition, our only obligation will be, at your option:
 - 11.2. to make good any shortage or non-delivery.
 - 11.2.1. to replace or repair any goods that are damaged or defective; or
 - 11.2.2. to refund to you the amount paid by you for the goods in question in whatever way we choose.
- 11.3. Both parties shall only be liable under this contract for losses, which are a reasonably foreseeable consequence of the relevant breach of contract
- 11.4. You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

12. Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at InfinOty Ltd. The Bothy, Chilworth Manor, Halfpenny Lane, Chilworth, Surrey, UK GU4 8NN and all notices from us to you will be displayed on our website from time to time.

13. Changes to legal notices

We reserve the right to change these terms and conditions from time to time.

14. Law, jurisdiction and language

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with South African law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of South Africa. All contracts are concluded in English.

15. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

16. Privacy

You acknowledge and agree to be bound by the terms of our privacy policy which are clearly stated on our website under the "[Privacy Policy](#)" section.

17. Third party rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.