

## ONLINE SALES TERMS AND CONDITIONS:

### OVERVIEW

This website is operated by A Dream Come True Events. Throughout the site, the terms “we”, “us” and “our” refer to A Dream Come True Events. A Dream Come True Events offers products and services available on this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated herein.

By visiting our site and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”). These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service.

Any new features or products which are added to the current store shall also be subject to these Terms of Service. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

The Terms and Conditions is a legally binding document.

### Product availability

All images, descriptive matter, specifications and advertising on our website are for the sole purpose of giving an approximate description of the products. Due to the nature of the flowers and florist's handiwork, final delivered items may differ from the images shown on this website due to non-availability; the delivering florist may also substitute flowers, greenery, filler, container or accessories but the Customer will be contacted beforehand to notify and consult with them.

### Order processing

All orders must be placed at least 2 working days before it's required date. Order processing begins when we receive a confirmed order and full payment. When orders are placed on a weekend or public holiday the order will be processed on the next working day and will be delivered 2 working days thereafter.

### Ordering Guidelines:

- Order on the Thursday to receive your order on the Monday
- Order on the Friday to receive your order on the Tuesday
- Order on the Saturday/Sunday/Monday to receive your order on the Wednesday
- Order on the Tuesday to receive your order on the Thursday
- Order on the Wednesday to receive your order on the Friday

Any order where payment has not been received within 48 hours of the order being placed on our website, will be cancelled and the customer will be notified via email.

Contact us directly for any weekend orders.

### Pricing and Payment Options

All transactions will be processed in South African Rands (ZAR). A Dream Come True endeavours to offer you competitive prices on current products; your total order price will include the price of the purchase plus any applicable sales tax and delivery charges.

A Dream Come True reserves the right to change pricing at any time without prior notice.

Payment for products on the website may be made by Electronic Fund Transfer (EFT) or by Direct Deposit.

If you choose to pay by EFT, please use the unique order number in the reference line for your payment. If you are paying via EFT from outside of South Africa, please be aware that you are obliged to accept all fees levied on the transaction. A Dream Come True will not accept liability for any fees incurred for international transactions.

Proof of Payment should be emailed to A Dream Come True on [orders@adreamcometrue.co.za](mailto:orders@adreamcometrue.co.za) to ensure your order is fulfilled.

### **A Dream Come True Events banking details are as follows:**

**Bank: FNB;**

**Branch Code:250655;**

**and Current Account No: 62772271111**

### Delivery

Orders will be delivered any time between 9 am and 5 pm, Monday to Friday. Any specific delivery times requested for an order cannot be guaranteed but A Dream Come True will endeavour to meet any special requests as far as is possible.

Every effort is made to effect delivery of your order timeously, however, unforeseen circumstances may cause delays. Should we be faced with such an occurrence, A Dream Come True will contact you telephonically and provide you with a revised delivery window.

Our rule of thumb is that if an address cannot be found on a standard GPS then we reserve our rights to make alternate arrangements with the recipient to ensure that the product is delivered to them.

If any of the details you have given us in your delivery address are incorrect, we are not liable for any items which are not received.

You agree that if a recipient is unavailable at the given address, the delivering outlet can leave the product with a neighbour / co-worker / leave a calling card / leave a voice message or coordinate with the recipient to re-attempt delivery, depending on what is most applicable to the circumstances.

If the delivery person is not allowed to deliver the flowers or gifts directly to the recipient for orders to be delivered to hospitals, hotels and business addresses, the delivery will be left at the reception desk, which will constitute successful delivery.

Busy Periods - Most holidays are very active periods for the delivery of floral products (e.g. Valentine's Day, etc) and because of the volume of gifts being delivered during these times, we ask that you place your order with us as soon as possible, and at least several days in advance of the delivery date, to help us plan ahead and ensure a successful delivery on the specified date.

## Customer and Recipient information

We will require valid contact information for you when you place your order so that we can communicate with you about your order. Please remember that we value your privacy and will never release, rent or sell your private information. **For more information, please see our [privacy policy](#)** which is also in this document.

It is your responsibility to ensure that you provide us with accurate recipient information on your order. We cannot be held responsible for a failed delivery if we do not receive the correct address and contact details for the recipient.

During the check-out process, you will need to provide us with the following information:

- Your email address  
We use this information to provide a better customer experience by sending you order confirmations and delivery confirmations. We may also need to contact you in the event that there is a problem with your order. Please ensure that your email address is accurate.
- Your full name  
We will use this information when communicating with you.
- Your telephone number (and mobile number where possible)  
We use this information to contact you in the event of problems with the order such as non-payment or delivery issues.
- Recipient's full name, address and contact numbers  
We require this information in order to deliver the flowers you have ordered. It is vital that the recipient's address and contact numbers are accurate. Failure to provide us with a valid delivery address and the correct recipient details may result in the order not being delivered and an additional delivery fee being charged for re-delivery to the correct address.

Please check all spelling carefully as we may not be able to amend spelling errors (especially at busy times).

Alterations - If you have already sent your order and realise that you need to change something (perhaps an address or a delivery date), please contact our customer service department [[Link to Contact us page](#)] as quickly as possible. Have all the relevant details to hand, including the order number, recipient name and address. If the order has not already been dispatched, we should be able to make any necessary changes.

## Refunds/Returns Policy

When payment has been made, your right to a refund is limited by our Terms and Conditions. In the event that we are unable to supply the flower product ordered or any substitute flower product, we shall notify you as soon as is reasonably possible and shall reimburse your payment in full and no later than 30 days after the intended delivery date.

We shall not be liable for any failure to perform, where such failure or delay results from any circumstances outside of our reasonable control (force majeure); these circumstances to include, but not be limited to, any adverse weather conditions, fire, explosion, accident(s), traffic congestion, obstruction of any private or public highway, riot, terrorism, act of God, or from any industrial dispute or strike.

## Privacy Policy

We are committed to protecting your privacy. This privacy policy applies to all the web pages related to this website. All the information provided in the online form(s) on the website is required to personally identify users that subscribe to this service. The information will not be used for anything other than what is stated in these Terms and Conditions. None of the information will be sold or made available to any third parties.

The website may collect by way of cookie and tracking technology certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the website; the pages that you access while at the website and the Internet address of the website from which you linked directly to our website. This information is used to help improve the website, analyse trends, and administer the website.

We may need to change this policy from time to time in order to address new issues and reflect changes on our website. We will post those changes here so that you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer back to this policy regularly. If you have any questions or concerns about our privacy policy, please send us an e-mail.

## Indemnity

You agree to indemnify A Dream Come True fully and on demand against any liability, penalty, claim, loss, cost or damages suffered by A Dream Come True where attributable to any wrongful act or omission by you or any person making use of your A Dream Come True account at any time or arising in any way as a result of a purchase made by you on the A Dream Come True website.

## Copyright

Any and all copyright relating to the website, including these Terms and Conditions, is held by A Dream Come True Events. All rights not expressly given are reserved. You may download, view and print content from this site only for private and non-commercial ends. All content, trademarks and data on this website, including but not limited to software, databases, text, graphics, icons, links, private information, designs and agreements, are the property of or under licence of A Dream Come True Events. As such they are protected by local and international legislation and agreements.

### Flower availability and substitutions

All floral products are subject to availability. Floral products pictured on the website may vary slightly in design or appearance to the delivered item. This is due to seasonal availability and design interpretation. However, careful and professional attention will be given to every order to ensure that it is as similar as possible to the product displayed on the website.

Due to stock availability, our florists reserve the right to substitute flowers, vases, products and outer wrapping with an item of similar style and equivalent (or greater) value and quality but we will make every effort to contact the client first to discuss such substitutions. If we are unable to contact you via the contact methods provided prior to the time that we make up your order, we will go ahead with any substitutions required without your consent. The same applies to our other products, in some cases stock may not be available and suitable substitutions may be made.

### Damaged flowers

Although we do our best to ensure that this does not happen, sometimes flowers may arrive at their destination slightly damaged. If the recipient receives damaged flowers, please contact us within 24 hours of the delivery time so that we can arrange for one of the following:

- a replacement order on the next available delivery date, or
- a full refund

### Refunds and Complaints

A Dream Come True Events offers a 100% satisfaction guarantee. This applies to the products and services that we have direct control over. The guarantee is not applicable to issues that are outside our control such as incorrect or incomplete addresses provided by the customer or refused deliveries (for example, a refused delivery to a hospital or corporate premises) or flowers not cared for properly by the recipient. Please refer to our flower care section for more details on how to care for fresh cut flowers.

All complaints must be emailed to our customer service department within 24 hours of delivery and must include a picture of the unsatisfactory product to qualify for a refund. Their email address is: [customerservice@adreamcometrue.co.za](mailto:customerservice@adreamcometrue.co.za).

Due to the nature of perishable items used, all complaints must be valid and within reason. A Dream Come True Events may question or challenge any complaints and will use professional discretion when dealing with complaints and issuing refunds.

- In the event of non-delivery of floral products on the selected delivery date that is due to the fault of our florist, we will either refund you in full or redeliver your order on a suitable date.
- Should we attempt to deliver and the recipient is not there we will make one more attempt at delivery before charging an additional delivery fee.
- Where a specific delivery time is requested and the additional charge paid for in full, and in the event of late-delivery on our part or due to the fault of our florist, we will either

refund you the delivery charge paid on your order or offer compensation via vouchers to be redeemed on future purchases on the website.

- In the event of damaged products being received, we will either refund you in full or redeliver a replacement for the damaged product(s). Please note that it will be necessary to return the original product in order to receive the refund or replacement.
- If we are unable to fulfill your order, we will refund you in full.

Please note that all compensation will be in the form of a full or partial refund against the original payment or in the form of vouchers for use in a future order. We are unable to provide any other form of financial compensation under any circumstances.

### Allergies

A Dream Come True Events is not liable or responsible for any allergic reactions to any of the fresh products purchased on the website.

### Governing Law

This user Agreement is governed by South African law and any dispute connected with this agreement is subject to the exclusive jurisdiction of the South African courts.

### Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.