

Terms and Conditions

I have read, accepted and agree to fully comply with the statements for entry (below) accessible via www.heartandstar.co.za by clicking the Enter Button. The viewing and use of the Heart & Star site is subject to the following Disclaimer and Terms and Conditions.

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Agreement of Sale

Placing a product in your Shopping Bag does not constitute an order for that product and we cannot be held liable if the product is no longer available, or if the price has changed by the time the checkout process is completed. An agreement of sale comes into effect when either a credit card authorisation is received from the issuing bank, or a bank transfer is reflected on our bank statement. We reserve the right to cancel an order at any point in time without giving any reasons. In this case, we shall be liable to refund any monies already paid in respect of that order.

Price

The prices displayed are: excluding 14% VAT and excluding delivery costs. While we endeavour to ensure that the prices displayed on the site are accurate, it is possible that erroneous prices may be displayed from time to time. In such cases, we shall not be obliged to sell the product at the erroneous price.

Delivery

You accept that in order for us to prove delivery of an order or part of an order, we do not have to prove that you personally received the goods, but that any person at the delivery address specified on your order signed for the delivery. In the case of post office collections, we need to prove that somebody, not necessarily you, collected the delivery from the post office.

Returns of damaged products

If a product is broken or damaged when you unpack it, you must let us know us within a day of receiving it. We will e-mail you return shipping instructions for the damaged product to be returned to us and get a replacement to you. Alternatively, at our discretion, we may elect to refund you in full for the damaged product.

Unfortunately we cannot accept opened, non-defective merchandise for credit or exchange. Lingerie items are not returnable.

Privacy policy

All personal information submitted is treated with due regard to the privacy of our customers and will not be distributed or shared with any third parties.

Personal information will be used solely for the purpose of responding to orders, processing of product or service orders or to provide you with product information.

Applicable Law

This site is created, maintained and controlled in the Republic of South Africa and as such the laws of the Republic of South Africa and the jurisdiction of the South African Court govern this user agreement and the use or inability to use this site.

Change to Terms and Conditions

Heart & Star reserves the right to make changes to this site and terms and conditions at any time without notice.

Statements for Entry

Should I enter Heart & Star, I acknowledge that:

1. I believe in the principles that adults have the right to decide for themselves what they will view or purchase without government interference and when consenting to viewing adult-oriented material.
2. I will not hold Heart & Star, it's officers and employees liable for any claims, liability, losses, costs, damages, or expenses (including attorney's fees) arising from my use of or participation in this service or the information contained therein.
3. I certify that I am not entering this site for the purpose of entrapment, or ordering adult material as evidence for the prosecution of, or harassment of any individual or organization.
4. I am freely entering this site and that the use of this site, its related sites and links is done solely for my personal use.
5. I expressly agree to not show, distribute, forward, copy or in any manner publish or copy the contents of this site, its related sites or links to any third party, in particular minors.
6. I understand that I am taking full responsibility for all the information, images and content of this site being transported to my area of governmental jurisdictions.
7. Bookmarking to a page on this server/site whereby the entry warning page is bypassed shall constitute an implicit acceptance of these terms, conditions and notices.
8. If I violate the above terms and conditions of entry I agree to indemnify and hold harmless Heart & Star, it's officers, employees, agents, suppliers and related sites and links from any and all damages, judgments, settlements, attorney's fees and costs arising from or connected with any and all claims from third parties.