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Reg. No 2006/153075/23 **Vat. No** 450233090

TERMS AND CONDITIONS

USE OF WEBSITE

This site is made available for access by the public subject to the standard terms and conditions below.

You should understand that by using this website you agree to the terms and conditions:

If you do not accept these terms, you may not access the site and should leave immediately. The purchase of all goods sold by Unlimited Badges cc T/A Badges Unlimited pursuant to this website shall be strictly subject to the following Standard Terms and Conditions of Sale.

We aim to make the Badges Unlimited site fun, easy and safe place to trade. The entire content of the site including its visual design and coding is subject to copyright protection and is owned by or licensed to Badges Unlimited.

TERMS OF PAYMENT

1. All orders under a Rand Value of R 2000.00 will only be printed and manufactured upon receipt of payment.
2. A deposit of fifty percent, 50%, and / or an official order number is required to confirm acceptance of the quotation. Thereafter final payment for goods shall be required prior to delivery or on collection.
3. Badges Unlimited does not use online credit card payments and does not store any credit card information. Payment must therefore be done as an EFT or cash deposit.
4. Interest charges will be added to overdue invoices at the rate of 5% per month.

PRICING POLICY

Prices have been calculated according to the current exchange rates and customs value. Badges Unlimited reserves the right to adjust the prices, according to any fluctuations in these rates.

DELIVERY TERMS

1. Delivery can be confirmed once final artwork approval is received. A delivery fee will be charged according to weight and size of package's as well as final destination.
2. Delivery and packaging rates and charges are finalized on acceptance and receipt of order.
3. If your delivery address is outside South Africa, the goods may be subject to import duties and / or taxes. Any / all charges of this nature will be borne by you.



COPYRIGHT

1. You undertake that all details that you provide to us for the purpose of ordering goods are correct and that you are using your own information, or are empowered to use the information you provide, to cover the legal obligation of the order.
2. It is illegal to reproduce unlicensed trademarks or logos onto products manufactured by Badges Unlimited. The exclusive use and reproduction of such images lie solely with their legal owners. You undertake to accept all responsibility for ensuring the images/artwork/text you supply for reproduction on Badges Unlimited products do not infringe upon any South African or International copyright laws and that you accept sole liability for the reproduction of any unlicensed copyright material.

RIGHT OF REFUSAL

Badges Unlimited reserves the right to refuse any order, and to edit / omit artwork / text or to contact you for alternative artwork / text as it deems appropriate, if in the opinion of Badges Unlimited any artwork / text appears to be offensive, unacceptable, or detrimental to Badges Unlimited reputation or that of its business partners.

PRIVACY POLICY

1. All the information gathered in the online forms on the website is used to personally identify users that subscribe to this service. The information will not be used for anything other than that which is stated in the Terms & Conditions of use for this service. None of the information will be sold or made available to anyone.
2. We respect your privacy and will make all reasonable efforts to preserve the privacy and safety of your personal information.
3. At times we offer special deals to our customers and users or our domains. If any customers request us to discontinue sending then such offers, we will cease contact timeously. However, Badges Unlimited will retain all customer data.
4. If you have any questions / comments about our privacy, you should contact us.

LIABILITY AND OWNERSHIP OF GOODS

Ownership of the goods remains vested to Badges Unlimited until Badges Unlimited therefore has received payment in full. Risk in the goods shall pass to the purchaser immediately upon delivery of all or part of such goods to the purchaser. Where carrier affects delivery, such carrier shall be deemed to the purchaser's agent and delivery by Badges Unlimited to such carrier shall constitute delivery to the purchaser.

REPLACEMENT / REPAIR POLICY

The purchaser / receiver shall be deemed to have inspected the goods at the time of signature of the Delivery Note of the goods. The onus is on the customer ordering to make sure that the goods ordered, and their quantities are indeed correct. The purchaser / receiver shall notify Badges Unlimited in writing within 7 (seven) days of delivery of goods of any alleged defects therein, failing which such goods shall be deemed to have been delivered in perfect condition and the purchaser shall not otherwise be entitled to return the goods or any part thereof to Badges Unlimited nor claim any reduction of the purchase price thereof arising from such alleged defectiveness. In the event of any defective goods being properly returned to Badges Unlimited as provided for herein, Badges Unlimited shall be entitled at its sole discretion to replace or repair such goods.



UPDATING OF THESE TERMS AND CONDITIONS

We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

GENERAL CONDITIONS

1. Every purchase you make shall be deemed performed in South Africa. These Terms and Conditions shall be governed/construed and interpreted in accordance with the laws of South Africa
2. We can assist with artwork and design. The first hour is free thereafter an hourly rate will be implemented.
3. No representations or warranties or other undertakings of any nature whatsoever shall be valid unless given in writing.
4. Badges Unlimited shall not be liable for any defect in any of the goods, whether patent or latent, nor shall Badges Unlimited be liable for any loss or damage to the purchaser or any third party arising from any defect in the goods or any part thereof, and the purchaser hereby indemnifies Badges Unlimited and holds it harmless against any claims so arising.
5. The foregoing provisions shall constitute the entire agreement between the purchaser and Badges Unlimited in respect of the goods sold here under and no variation or amendment hereto shall be of any force or effect unless made in writing and signed by the parties hereto, nor shall the same be capable of rectification by any court of competent jurisdiction.

Member: L. Bruce

Manual for: Unlimited Badges CC Prepared in terms of the requirements of the PROMOTION OF ACCESS TO INFORMATION ACT No. 2 of 2000 (hereinafter referred to as the "Act")

1. Introduction

The Promotion of Access to Information Act gives effect to the constitutional right of access to any information held by the state and any information that is held by another person and that is required for the exercise or protection of any rights.

Specifically, section 51(1) of the Act provides that within six months after the commencement of this section (now the 31st August 2005) or within six months after coming into existence of the private body concerned, the head of a private body must compile a manual that must contain information regarding the subjects and categories of records held by such private bodies.

In this context, a "private body" is defined as any natural person who carries or has carried on any trade,



business or profession, but only in such capacity or any partnership which carries or has carried on any trade, business or profession or any former or existing juristic person (e.g. any company, close corporation or business trust).

Unlimited Badges CC falls within the definition of a "private body" and this Manual has been compiled in accordance with the said provisions and to fulfil the requirements of the Act.

In terms of the Act, where a request for information is made to a body, there is an obligation to provide the information, except where the Act expressly provides that the information may not be released. In this context, Section 9 of the Act recognises that access to information can be limited. The limitation relates to circumstances where such release would pose a threat to the protection of privacy, commercial confidentiality, and the exercising of efficient governance.

Accordingly, this manual provides a reference to the records held by Unlimited Badges CC and the process that needs to be adopted to access such records.

All requests for access to information (other than information that is available to the public) must be addressed to the Head of the Business named in section 2 of this Manual.

2. Business and Contact Details

Name of Business:Unlimited Badges CC

Head of Business:Mrs Louise Bruce

Position:member

Postal Address:P O Box 90369 , Garsfontein, 0042

Physical Address:465 Windsor Rd, Garsfontein, Pretoria, Gauteng, 0081

Phone Number:012 9985096

Fax Number:086 6199092

Email Address:louise@badgesunlimited.co.za

Website:www.badgesunlimited.co.za

3. Manual and Guidelines

Section 10 of the Act provides that the South African Human Rights Commission must compile simple and easily comprehensible guidelines on how to use the Promotion of Access to Information Act. This Guide can be found at the following URL:

<http://www.sahrc.org.za/home/index.php?ipkContentID=25&ipkMenuID=45>

Any enquires relating to this guide should be directed to the Chief Executive Officer of the South African Human Rights Commission, 2nd Floor, Braampark Forum 3, 33 Hoofd Street, Braamfontein. Telephone 011 877 3750 or Fax 011 403 0668.

Copies of the Guide are also available at the following places:

- The office of the Government Communications and Information Services;
- Library of Parliament, Cape Town;
- The South African Library, Cape Town;
- Natal Society Library, Pietermaritzburg;
- The State Library in Pretoria;
- City Library Services, Bloemfontein;



- The National Film, Video and Sound Archives, Pretoria;

Copies of the Guide are also available in all official languages at the following offices:

- All offices of public bodies;
- All Magistrates' Offices;
- All offices of the Department of Justice and Constitutional Development;
- All Post Offices;

The Guide is also available at all offices and on the website of the South African Human Rights Commission, www.sahrc.org.za.

4. Records available in terms of Section 52(2) of the Act

Not applicable.

5. Records that are held at the offices of the business

The following is a list of records that are held at the business's office:

Administration

- Attendance registers
- Licences (categories)

Human Resources

- Conditions of Service
- Employee Records
- Employment Contracts
- Remuneration Records and Policies

Operations

- Client and Customer Registry
- Sales Records
- Suppliers' Registry

Finances

- Annual Financial Statements
- Asset Register
- Banking Records
- Insurance Information
- Management Accounts
- Purchase and Order Information
- Stock Records
- Tax Records (company and employee)

Information Technology

Statutory Records:

At present these include records (if any) held in terms of:



- Basic Conditions of Employment 75 of 1997
- Compensation for Occupational Injuries and Health Diseases Act 130 of 1993

6. Information Request Procedure

- The requester must use the prescribed form to make the request for access to a record. A request form is available from our offices or at www.accesstoinfo.co.za
- The request must be made to the Head of Business named in Section 2 above. This request must be made to the address, fax number or electronic mail address of the business.
- The requester must provide sufficient detail on the request form to enable the Head of Business to identify the record and the requester. The requester should also indicate which form of access is required. The requester should also indicate if any other manner should be used to inform the requester. If this is the case, please furnish the necessary particulars to be so informed.
- The requester must identify the right that is sought to be exercised or to be protected and must provide an explanation of why the requested record is required for the exercise or protection of that right.
- If a request is made on behalf of another person, the requester must submit proof of the capacity in which the requester is making the request to the satisfaction of Head of Business aforesaid.
- The prescribed request fee must be attached.

We will respond to your request within 30 days of receiving the request by indicating whether your request for access has been granted or denied.

Please note that the successful completion and submission of a request for access form does not automatically allow the requestor access to the requested record.

Access will be granted to a record only if the following criteria are fulfilled:

- The record is required for the exercise or protection of any right; and
- The requestor complies with the procedural requirements set out in the Act relating to a request; and
- Access to the record is not refused in terms of any ground for refusal as contemplated in Chapter 4 of Part 3 of the Act.

7. Denial of Access

Access to any record may be refused under certain limited circumstances. These include:

- The protection of personal information from unreasonable disclosure concerning any natural person;
- The protection of commercial information held concerning any third party (for example trade secrets);
- The protection of financial, commercial, scientific or technical information that may harm the commercial or financial interests of any third party;
- Disclosures that would result in a breach of a duty of confidence owed to a third party;
- Disclosures that would jeopardize the safety or life of an individual;
- Disclosures that would prejudice or impair the security of property or means of transport;
- Disclosures that would prejudice or impair the protection of a person in accordance with a witness



- protection scheme;
- Disclosures that would prejudice or impair the protection of the safety of the public;
- Disclosures that are privileged from production in legal proceedings unless the privilege has been waived;
- Disclosures of details of any computer programme;
- Disclosures that will put Unlimited Badges CC at a disadvantage in contractual or other negotiations or prejudice it in commercial competition;
- Disclosures of any record containing any trade secrets, financial, commercial, scientific, or technical information that would harm the commercial or financial interests of Unlimited Badges CC
- Disclosures of any record containing information about research and development being carried out or about to be carried out by Unlimited Badges CC

If access to a record or any other relevant information is denied, our response will include:

- Adequate reasons for the refusal; and
- Notice that you may lodge an application with the court against the refusal and the procedure including details of the period for lodging the application.

8. Fees

The applicable fees are prescribed in terms of the Regulations promulgated under the Act.

There are two basic types of fees payable in terms of the Act.

Request Fee

The non-refundable request fee of R 50 (excluding VAT) is payable on submission of any request for access to any record. This does not apply if the request is for personal records of the requestor. No fee is payable in such circumstances.

Access Fee

The access fee is payable prior to being permitted access to the records in the required form. The applicable fees are prescribed in terms of Part III of Annexure A as identified in Government Notice Number 187, Regulation 11.

9. Manual Availability

This Manual is available at the offices of the South African Human Rights Commission. The Manual is also available at www.badgesunlimited.co.za or www.accesstoinfo.co.za

Copies may also be obtained from the Head of Business of Unlimited Badges CC. In respect of hard copies, any transmission costs or postage will be for the account of the requester.