
Website Terms & Conditions of Use

Introduction

1. Access to and use of this Bath & Body Boutique website ("the website") is subject to the following terms and conditions and the laws of the Republic of South Africa.
2. These terms and conditions together with the Privacy Policy and any other terms on this website (collectively, the "Terms") will form a written contract between the user and LimelightSA Digital (Pty) Ltd, the proprietor of the website, trading as the Bath & Body Boutique ("Bath & Body Boutique", "we", "us" and "our"), and will govern the relationship between us and the user of this website.
3. The website enables you to shop online for a range of goods including bath and body products and gift sets comprising a combination of products ("goods").
4. These Terms govern the ordering, sale and delivery of goods, and the use of the website.
5. These Terms are binding and enforceable against every person that accesses or uses this website ("you", "your" or "user"). By using the website, you acknowledge that you have read and agree to be bound by these Terms.
6. When you use the website, irrespective of your geographic location, you do so in accordance with these Terms and provided that any delivery address, including for returns collections, is a delivery address within the borders of the Republic of South Africa.
7. We may amend the Terms from time to time. Any new version of the Terms will be published on this website and will become effective from the date that it is first published. It is the user's obligation to visit this website on a regular basis in order to determine whether any amendments have been made. By continuing to use this website after we have published changes to the Terms, the user agrees to be bound by the changed Terms.

Important notice

8. These Terms apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the "CPA").
9. **These Terms contain provisions that appear in bold, like this clause, and which**
 - a. may limit the risk or liability of the Bath & Body Boutique; and/or
 - b. may create risk or liability for the user; and/or
 - c. may compel the user to indemnify the Bath & Body Boutique; and/or
 - d. serves as an acknowledgement, by the user, of a fact.
10. **Your attention is drawn to these Terms because they are important and should be carefully noted.**
11. If there is any provision in these Terms that you do not understand, it is your responsibility to ask the Bath & Body Boutique to explain it to you before you accept the Terms or continue using the website.
12. Nothing in these Terms is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or the Bath & Body Boutique in terms of the CPA.
13. The Bath & Body Boutique permits the use of this website subject to the Terms. By using this website in any way, you shall be deemed to have accepted all the Terms unconditionally; you must not use this website if you do not agree to the Terms.

Returns

14. Please refer to our [Returns Policy](#) for more information about returning products (and related refunds or replacements). The Returns Policy is incorporated by reference, which means that it forms part of these Terms.

Registration and use of the website

15. Only registered users may order goods on the website.
16. To register as a user, you must provide a unique username and password and provide certain information and personal details to the Bath & Body Boutique. You will need to use your unique username and password to access the website in order to purchase goods.
17. You agree and warrant that your username and password shall:
 - a. be used for personal use only; and
 - b. not be disclosed by you to any third party.

18. For security purposes you agree to enter the correct username and password whenever ordering goods, failing which you will be denied access.
19. **You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable for payment of such order, save where the order is cancelled by you in accordance with these Terms.**
20. You agree to notify the Bath & Body Boutique immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm.
21. **By using the website you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and to be liable and responsible for you and all your obligations under these Terms.**
22. You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the website. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the website or the information contained herein, without the prior written consent from an authorised Bath & Body Boutique representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to the website).
23. You may not use the website to distribute material that is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
24. You may not in any way display, publish, copy, print, post or otherwise use the website and/or the information contained therein without the express prior written consent of an authorised Bath & Body Boutique representative.

Conclusion of sales and availability of stock

25. All prices are inclusive of VAT. However, it excludes the delivery fee, which will be added during the checkout process.
26. All prices are subject to change and are valid while stocks last.
27. Delivered products may vary slightly in appearance when compared to images on the website due to variances in the setup and resolution of computer screens.
28. Product photography may depict the use of props, for example fresh flowers. These props are for aesthetic purposes only and will not be included with the final goods. For any queries regarding a product or the contents of a gift set, please read the product description or [contact us](#) with your query.
29. Although it is highly unlikely that the contents in a gift set will be substituted with alternative items, the Bath & Body Boutique reserves the right to make these substitutions without notifying the user, unless the substitutions are significant. In these cases, we will attempt to contact the user. If needed, all substitutions will be of equal or greater value and look as similar as possible to the product displayed on the website. If the user is not satisfied with a substitution, they must [contact us](#) within 48 hours.
30. While vouchers are offered on a regular basis, all rights are reserved to cancel orders placed if there has been misuse of a voucher or unsolicited voucher use.
31. Registered users may place orders for goods, which the Bath & Body Boutique may accept or reject. Whether or not the Bath & Body Boutique accepts an order depends on the availability of goods, correctness of the information relating to the goods (including without limitation the price) and receipt of payment or payment authorisation by the Bath & Body Boutique for the goods.
32. **Please note: The Bath & Body Boutique will indicate the acceptance of your order by delivering the goods to you, and only at that point will an agreement of sale between you and the Bath & Body Boutique come into effect (the "sale"). This is regardless of any communication from the Bath & Body Boutique stating that your order or payment has been confirmed. The Bath & Body Boutique will indicate the rejection of your order by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.**
33. Prior to delivery of the goods, you may cancel an order at any time provided you do so before receiving a dispatch or delivery notice. After delivery of the goods, you may return the goods only in accordance with the Returns Policy.

34. Placing goods in a wish list or shopping basket without completing the purchase cycle does not constitute an order for such goods, and as such, goods may be removed from the shopping basket if stock is no longer available or the price thereof might change without notice to you. You cannot hold the Bath & Body Boutique liable if such goods are not available or are not available at the particular price when you complete or attempt to complete the purchase cycle at a later stage.
35. **You acknowledge that stock of all goods on offer is limited and that pricing may change at any time without notice to you. The Bath & Body Boutique will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are discontinued on the website. However, we cannot guarantee the availability of stock. When goods are no longer available after you have placed an order, we will notify you and you will be entitled to a refund of any amount already paid by you for such goods.**

Payment

36. We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.
37. Payment may be made for goods via the following methods (depending on its availability and/or your eligibility to use such a method):
- Debit card: Where payment is made by debit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation your order for the goods will be cancelled. **You warrant that you are fully authorised to use the debit card supplied for purposes of paying the goods. You also warrant that your debit card has sufficient available funds to cover all the costs incurred as a result of the services used on the website.**
 - Credit card and Mobicred: Where payment is made utilising a credit facility, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation your order for the goods will be cancelled. **You warrant that you are fully authorised to use the credit facility supplied for purposes of paying the goods. You also warrant that your credit facility has sufficient available funds to cover all the costs incurred as a result of the services used on the website.**
 - Bath & Body Boutique vouchers: Please see clause 43 below for further details.
38. We may ask you to provide us with a copy of your ID and/or credit card to help protect you against identity theft.
39. You may contact us to obtain a full record of your payment. We will also send you email communications about your order and payment.
40. Once you have selected your payment method, you will be directed to a link to a secure site for payment of the applicable purchase price for the goods.

Errors

41. **The Bath & Body Boutique shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of goods on the website. However, should there be any errors of whatsoever nature on the website (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding you for any amount already paid, or otherwise as set out in the Returns Policy.**
42. The Bath & Body Boutique shall not be bound by any incorrect information regarding our goods displayed on any third party websites.

Gift vouchers & coupons

43. The Bath & Body Boutique may from time to time make physical or electronic gift vouchers (“gift vouchers”) and promotional coupons or discounts (“coupons”) available for use on the website towards the purchase of goods. Gift vouchers and coupons can only be redeemed while they are valid and their expiry dates cannot be extended. More specifically:
- Gift Vouchers
 - Gift Vouchers that are purchased by registered users are valid for 1 year after sale. Gift vouchers that the Bath & Body Boutique gives away for free are valid for the period stated thereon. In each case, if your voucher has not been used within that period, it will expire.

- ii. Gift vouchers cannot be used to buy other gift vouchers or coupons. They do not accrue interest and are not refundable for cash once purchased or otherwise obtained. If your gift voucher value is less than the amount required to cover the full order you wish to place, you may make up the difference by paying via one of our other payment methods.
- iii. The Bath & Body Boutique is not responsible for any harm due to the loss, unauthorised use or unauthorised distribution of a gift voucher, after it has delivered the gift voucher to you or the email address nominated by you.

b. Coupons

- i. There are two types of coupons: a coupon with a fixed amount of a discount, e.g. R100 off ("fixed coupon"), and a coupon with a percentage discount, e.g. 10% off ("percentage coupon").
- ii. Coupons are issued in the Bath & Body Boutique's sole discretion and we are entitled at any time to correct, cancel or reject a coupon for any reason (including without limitation where a coupon has been distributed in an unauthorised manner). Users do not have a right to coupons, and coupons cannot be earned. Coupons are issued under specific terms and conditions regulating when and how they may be used.
- iii. As a general rule, and unless specified otherwise on the specific coupon itself:
 - 1. each coupon can only be used once;
 - 2. only one coupon can be used per order;
 - 3. only one coupon can be used on the website per person per promotion/campaign;
 - 4. percentage coupons may only be redeemed on purchases with a total cart value of less than R5 000;
 - 5. where a percentage coupon has been used and you wish to cancel any items in the order prior to making payment, the entire order must be cancelled; you will be issued with a new percentage coupon and will need to place the order again, without the item that you wished to cancel;
 - 6. a coupon must be used at check-out – it cannot be used later on existing orders; and
 - 7. the value of the coupon will be set off against the value of your shopping basket and the balance remaining, if any, will be payable by you.
- iv. Coupons cannot be used to buy gift vouchers or other coupons, and cannot be exchanged or refunded for cash or credit. The Bath & Body Boutique is not responsible for any harm due to the loss, unauthorised use or distribution of a coupon.
- v. If for any reason a coupon does not reflect on the final amount due from you at check-out, you can contact us to confirm if the coupon is still valid. If the Bath & Body Boutique confirms that the coupon is still valid and you have already placed your order, you can choose whether to cancel the order and place it again with the coupon, or you can use the coupon on your next order within the limitations of the specific coupon's terms and conditions.
- vi. You may be required to submit the original communication containing the coupon code, and any other information reasonably requested by the Bath & Body Boutique, before you are able to use a Coupon.

- a. [Click here](#) for instructions on how to use/redeem a promotional coupon.

Delivery

- 44. The Bath & Body Boutique's delivery charges are subject to change at any time, without prior notice to you. You will see the applicable delivery charges in your cart when you check out.
- 45. **Please note: When a user places an order, it is the user's responsibility to provide the Bath & Body Boutique with the correct delivery address that is accurate in every aspect.**
- 46. Where the Bath & Body Boutique accepts your order, we will deliver the goods to you as soon as reasonably possible, but no later than 30 (thirty) days after the receipt of your payment ("delivery period"). We will notify you if we are unable to deliver the goods during the delivery period. You may then, within 7 (seven) days of receiving such notification elect whether or not to cancel your order for the goods. If you elect to cancel your order, we will reimburse you for the purchase price.
- 47. Bath & Body Boutique's obligation to deliver a product to you is fulfilled when we deliver the product to the physical address nominated by you for delivery of the order. **The Bath & Body Boutique is not responsible**

for any loss or unauthorised use of a product, after it has delivered the product to the physical address nominated by you.

48. For more information about delivery, please see our [FAQs](#), which are incorporated into these Terms by reference.

Refunds

49. Once processed, cash refunds will take between three to five working days to reflect into the account the original payment was made from.
50. Due to inter-bank processes, this may occasionally be a day or 2 later but refunds are earmarked as urgent with service providers.
51. Refunds will reflect on the bank statement under the date that the purchase was made.

Privacy policy

52. We respect your privacy and will take all reasonable measures to protect it, as more fully detailed in our [Privacy Policy](#), which is incorporated by reference.

Ownership and copyright

53. The contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trademarks, designs and service marks which are displayed on or incorporated in this website ("website content") are protected by law, including but not limited to copyright and trademark law. The website content is the property of the Bath & Body Boutique, its advertisers and/or sponsors and/or is licensed to the Bath & Body Boutique.
54. You will not acquire any right, title or interest in or to the website or the website content.
55. Any use, distribution or reproduction of the website content is prohibited unless expressly authorised in terms of these terms or otherwise provided for in law. To obtain permissions for the commercial use of any website content [contact us](#).
56. Where any of the website content has been licensed to the Bath & Body Boutique or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

Social Media

57. All rights are reserved to remove any posts from any social media pages which we deem to be promoting discrimination or prejudice, including posts that include any form of cyber bullying or any unsavoury remarks.
58. All rights are reserved to remove any comments from paid adverts on any social media sites.
59. All winners of social media competitions are chosen with fair discretion.
60. All efforts are made to reply to any queries on social media as soon as possible on weekdays. For any urgent queries, please [contact us](#).

Disclaimer

- 61. The use of the website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from the use of the website or reliance on any information on the website.**
62. Whilst the Bath & Body Boutique takes reasonable measures to ensure that the content of the website is accurate and complete, the Bath & Body Boutique makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the website or as to the accuracy, completeness or reliability of any information on the website. If any such representations or warranties are made by the Bath & Body Boutique's representatives, the Bath & Body Boutique shall not be bound thereby.
- 63. The Bath & Body Boutique disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the website and/or any content therein unless otherwise provided by law.**
- 64. Although goods sold from the website may, under certain specifically defined circumstances, be under warranty, the website itself and all information provided on the website is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.**
65. Any views or statements made or expressed on the website are not necessarily the views of the Bath & Body Boutique, its directors, employees and/or agents.

66. In addition to the disclaimers contained elsewhere in these Terms, the Bath & Body Boutique also makes no warranty or representation, whether express or implied, that the information or files available on the website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of the Bath & Body Boutique, its employees, agents or authorised representatives. The Bath & Body Boutique thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of the website.

Linking to third party websites

67. This website may contain links or references to other websites ("third party websites") which are outside of our control, including those of advertisers. These Terms do not apply to those third party websites and the Bath & Body Boutique is not responsible for the practices and/or privacy policies of those third party websites or the "cookies" that those sites may use.
68. Notwithstanding the fact that the website may refer to or provide links to third party websites, your use of such third party websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such third party websites or your reliance on any information contained thereon.

Limitation of liability

69. The Bath & Body Boutique cannot be held liable for any inaccurate information published on the website and/or any incorrect prices displayed on the website, save where such liability arises from the gross negligence or wilful misconduct of the Bath & Body Boutique, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors.
70. The Bath & Body Boutique shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from your use of, or reliance upon, the website or the content contained on the website; or your inability to use the website, and/or unlawful activity on the website and/or any linked third party website.
71. You hereby indemnify the Bath & Body Boutique against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of this website and/or any linked third party website.

Availability and termination

72. We will use reasonable endeavours to maintain the availability of the website, except during scheduled maintenance periods, and are entitled to discontinue providing the website or any part thereof with or without notice to you.
73. The Bath & Body Boutique may in its sole discretion terminate, suspend and modify this website, with or without notice to you. You agree that the Bath & Body Boutique will not be liable to you in the event that it chooses to suspend, modify or terminate this website other than for processing any orders made by you prior to such time, to the extent possible.
74. If you fail to comply with your obligations under these Terms, including any incident involving payment of the price of an order for any goods, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to the website without any prejudice to any claims for damages or otherwise that we may have against you.
75. The Bath & Body Boutique is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing the website and/or have created multiple user profiles to take advantage of a promotion or coupon intended by the Bath & Body Boutique to be used once-off by you, to blacklist you on its database (including suspending or terminating your access to the website), refuse to accept or process payment on any order, and/or to cancel any order concluded between you and the Bath & Body Boutique, in whole or in part, on notice to you. The Bath & Body Boutique shall only be liable to refund monies already paid by you (see the Bath & Body Boutique's Returns Policy in this regard), and accepts no other liability which may arise as a result of such blacklisting and/or refusal to process any order.

76. At any time, you can choose to stop using the website, with or without notice to the Bath & Body Boutique.

Governing law and jurisdiction

77. These Terms and our relationship and/or any dispute arising from or in connection with these Terms shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms.
78. In the event of any dispute arising between you and the Bath & Body Boutique for the sale of goods, you agree that the sale occurs in Gauteng and you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Gauteng Division, Johannesburg) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.
79. Nothing in these Terms limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

Notices

80. The Bath & Body Boutique hereby selects Bedford Square Office Suite 2, 2nd Floor, Cnr Smith & Van Der Linde Road, Bedfordview, Johannesburg, 2007, Gauteng, as its address for the service of all formal notices and legal processes in connection with these Terms ("legal address"). The Bath & Body Boutique may change this address from time to time by updating these Terms.
81. You hereby select the delivery address specified with your order as your legal address, but you may change it to any other physical address by giving the Bath & Body Boutique not less than 7 days' notice in writing.
82. Notices must be sent either by hand, prepaid registered post or email and must be in English. All notices sent
- by hand will be deemed to have been received on the date of delivery;
 - by prepaid registered post, will be deemed to have been received 10 days after the date of posting; and
 - by email will be deemed to have been on the date indicated in the "Read Receipt" notification. **All email communications between you and us must make use of the "read receipt" function to serve as proof that an email has been received.**

Complaints

83. If you have a complaint about the goods or services provided by us or require information regarding our internal complaints-handling process, please [contact us](#).
84. If we are unable to resolve your complaint to your satisfaction or we cannot resolve your complaint within 15 (fifteen) business days of you having notified us of it, you can approach the Consumer Goods and Services Ombud ("CGSO") to assist in resolving the complaint. The CGSO's contact details are:
- Website: <http://www.cgso.org.za/>
 - Share call: 0860 000 272
 - Email: complaints@cgso.org.za

Information

85. For the purposes of the Electronic Communications and Transactions Act 25 of 2002 (the "ECT Act"), the Bath & Body Boutique's information is as follows, which should be read in conjunction with its product descriptions and other terms contained on the website:
- Full name:** LimelightSA Digital (Pty) Ltd, a private company registered in South Africa with registration number 2022/561383/07
 - Main business:** Digital agency
 - Physical address for receipt of legal service (also postal and street address):** Bedford Square Office Suite 2, 2nd Floor, Cnr Smith & Van Der Linde Rd, Bedfordview, Johannesburg, 2007 (marked for attention: MD and Legal)
 - Phone number: +27 11 880 0638
 - Email address: support@bathandbodyboutique.co.za
 - PAIA: The manual published in terms of section 51 of the Promotion of Access to Information Act 2000 may be downloaded from [here](#).
 - Intellectual property complaints: If you have a complaint/allegation of intellectual property infringement, please send your complaint/allegation to support@bathandbodyboutique.co.za and include the following key information: the specific URLs on the platform that relate to your complaint/allegation; and

actual copies of the South African/CIPC-issued certification that you are relying on (i.e. in order to objectively confirm the intellectual property rights claimed in South Africa and then pass the same on to the affected suppliers/sellers accordingly). Subject to the aforesaid, and subject to the fluidly reactive nature of the platform and its related functionality limitations, we confirm that we'll be able to investigate those identified URLs and then respond to your complaint/allegation in good faith as soon as possible.

General

86. The Bath & Body Boutique may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the website or the user's right to use the website or any of its contents subject to us processing any orders then already made by you.
- You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms to any third party.
 - Any failure on the part of you or the Bath & Body Boutique to enforce any right in terms hereof shall not constitute a waiver of that right.
 - If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
 - No variation, addition, deletion, or agreed cancellation of the Terms will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.
 - No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show, grant or allow to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.
 - These Terms contain the whole agreement between you and the Bath & Body Boutique and no other warranty or undertaking is valid, unless contained in this document between the parties.
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Returns Policy

- This Policy applies to products or gift sets ("goods") bought from LimelightSA Digital (Pty) Ltd, the proprietor of the Bath & Body Boutique website ("the website"), trading as the Bath & Body Boutique ("Bath & Body Boutique", "we", "us" and "our"), and will govern the relationship between us and the user of this website.
- This Policy forms part of the Bath & Body Boutique Terms and Conditions, and so words defined in the Terms and Conditions have the same meaning in this Policy, unless the context indicates otherwise. Nothing in this Policy is intended to limit your statutory rights in any way.
- If you are not completely satisfied, you can return the goods to us and we will either replace it, or credit your account, subject to the below terms.
- Please note that the Bath & Body Boutique may, from time to time and at its discretion, restrict the use of the credit in your account in respect of certain products.
- To ensure your request is processed as quickly as possible you are responsible for the following when returning your goods:
 - package your goods safely and securely for protection during transit;
 - clearly mark your return reference number on the outside of the parcel; and
 - include all accessories or parts that were sold with the goods.
- Failure to adhere to any of these requirements could delay the processing of your request or result in its decline altogether.
- You can return an unwanted product to us at no charge, provided:
 - it is undamaged and unused, with the original labels and stickers still attached;
 - it is not missing any accessories or parts.
- Clothing (i.e. bath robes) can be exchanged for a different size or variation, provided that such variation is available. In such a case, we will collect the product from you and deliver the requested product to you at no charge. If such variation is not available, we will credit your account with the purchase price of the product within 10 days of the return (or refund you if that is your preference).
- We are entitled to inspect the product to validate your return.
- Should you wish to return a product for any of the reason stated above, you must please notify us within 7 days of delivery by sending an email message to support@bathandbodyboutique.co.za.

11. If we accidentally deliver the wrong product to you, or if the product is not as described on the website, or the product is damaged on delivery please send an email message to support@bathandbodyboutique.co.za and we will collect the product from you at no charge.
 12. Once we have inspected the product and validated your return, we will at your choice deliver the correct product to you as soon as possible (if the correct product is available); or credit your account with the purchase price of the product within 10 days of the return (or refund you if that is your preference).
 13. Where you have used a fixed coupon (e.g. R100 off) to pay for an order, and you or the Bath & Body Boutique later cancels your order (or part thereof) prior to delivery of the relevant product(s), or you log a return of one or more products for a credit in accordance with the Returns Policy, the value of the fixed coupon will be deducted off the purchase price of the cancelled or returned product(s) (as applicable), and we will credit your account for the balance, if any (or refund you if that is your preference). We will also provide you with a replacement fixed coupon of the same value as the original fixed coupon used. The Bath & Body Boutique may in its sole discretion impose restrictions on the use of the replacement fixed coupon. For any subsequent cancellations or returns arising out of the same order, we will credit your account as normal with the value of the returned product (or refund you if that is your preference).
 14. Where you have used a percentage coupon (e.g. 10% off) to pay for an order, and you or the Bath & Body Boutique later cancels your order (or part thereof) prior to delivery of the relevant product(s), or you log a return of one or more products for a credit in accordance with the Returns Policy, the value of the discount received using the percentage coupon will be deducted off the purchase price of the cancelled or returned product(s) (as applicable), and we will credit your account for the balance, if any (or refund you if that is your preference). We will also provide you with a replacement percentage coupon of the same value as the discount received using the original percentage coupon. The Bath & Body Boutique may in its sole discretion impose restrictions on the use of the replacement percentage coupon. For any subsequent cancellations or returns arising out of the same order, we will credit your account as normal with the value of the returned product (or refund you if that is your preference).
 15. Wherever you have used a gift voucher to purchase a product that you later return for a refund in accordance with the Policy, we cannot refund you in cash for that portion of the purchase price which you paid using the gift voucher, but we will credit your account.
 16. If you return a product that does not comply with this Policy, you may be liable to reimburse the Bath & Body Boutique for the cost of collecting the product from you and the cost of having the product returned to you.
 17. Under no circumstances will donations you make on our website, or any goodwill credit you may receive from us, be refunded.
 18. Please note that we only refund to the payment method that you originally used – i.e. payment by credit or debit card will be refunded to the same credit or debit card.
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Privacy Policy (June 2024)

Introduction

1. LimelightSA Digital (Pty) Ltd, the proprietor of the Bath & Body Boutique website ("the website"), trading as the Bath & Body Boutique ("Bath & Body Boutique", "we", "us" and "our"), is committed to protecting your privacy and ensuring that your personal information is collected, processed, and protected in a manner that is compliant with the provisions of the Protection of Personal Information Act No. 4 of 2013 (POPIA).
2. This Privacy Policy is applicable to all users of the website and software (our Platforms), and is intended to provide you with further information on how and why your personal information is collected, used, processed, and protected by the Bath & Body Boutique.
3. It is important that you read this Privacy Policy together with our Terms and Conditions, which can be [accessed here](#).
4. From time to time, we may review and update this Privacy Policy to accommodate any changes to our business, POPIA, or any other relevant legislation. **It is your responsibility to ensure that you have read the latest version of our Privacy Policy.**
5. The entire content of this Privacy Policy is important, but please pay special attention to the parts that are in bold, as they may:
 - a. **limit the risk or liability of the Bath & Body Boutique or a third party;**
 - b. **create risk or liability for the user;**
 - c. **compel the user to indemnify the Bath & Body Boutique or a third party; and/or**
 - d. **serve as an acknowledgment, by the user, of a fact.**
6. In this Privacy Policy, the terms:

- a. **"Personal Information"**, and **"process/processing"** have the same meanings as set out in POPIA;
- b. **"we"**, **"us"** or **"our"** refers to the Bath & Body Boutique;
- c. **"you"**, **"your"**, or **"user"** refers to every person that accesses or uses our Platforms; and
- d. **"Registered User(s)"** refers to anyone registered on our Platforms who has provided us with a unique username and password, as well as other Personal Information, such as their name, cell phone number and email address.

Your agreement with the Bath & Body Boutique in respect of the processing of your Personal Information

7. By using our Platforms, you agree to:

- a. the terms of this Privacy Policy;
- b. provide your Personal Information to the Bath & Body Boutique and/or third parties;
- c. The Bath & Body Boutique and/or third parties receiving, collecting, processing, and storing your Personal Information in the manner described in this Privacy Policy; and
- d. forfeit certain aspects of your right to privacy.

8. In the event that you do not agree with this Privacy Policy, please do not continue to use our Platforms.

We do not collect Personal Information of persons under the age of 18

9. If you are under the age of 18, you may only provide us with your Personal Information if you have first obtained consent from your parent or guardian.

10. In order to verify that your parent or guardian has agreed for your Personal Information to be provided to us, we may ask you to provide proof of your guardian's or parent's consent in certain instances.
11. If we are unable to verify that consent was indeed obtained, or if a parent or guardian confirms that you do not have their consent, you may not use our Platforms.

What Personal Information we collect and process

12. The Bath & Body Boutique processes Personal Information in a manner that is reasonable, adequate, relevant and not excessive.
13. When you use our Platforms and/or become a Registered User, you voluntarily provide us with the following:
 - a. Personal Information, such as your name, surname, email address, identification number, physical and postal address, date of birth, and online identifiers;
 - b. log information, through online identifiers, including information on how, when and for how long you use our Platforms and other services, the content you view, and search queries you submit;
 - c. information about the equipment you use to access or use our Platforms, including the type of device you are using, how you access our Platforms, your browser or operating system, and your internet protocol address; and/or
 - d. the geographic location from which you accessed our Platforms, including your device's global positioning system signal and information about nearby Wi-Fi networks and cell towers.

Why we use your Personal Information

14. We use your Personal Information for the following purposes:

- a. to verify your identity;
- b. to create a user account;
- c. to provide you with information, products, or services you request from us or that may interest you;
- d. to provide customer support, resolving complaints and quality control;
- e. for competitions or promotions you have entered;
- f. to notify you about changes to our Platforms, services and products, terms and conditions, privacy policy or notices, and any other changes that impact our Platforms, services, and products;
- g. to get feedback from you, which we need to develop our products and services and grow our business;
- h. to comply with any legal or regulatory obligations, such as tax or financial laws;
- i. to understand and assess the interests, wants, and changing needs of our customers, to improve our website, our current products, and/or developing new products; and
- j. research and statistical purposes (the research and statistics we get from this process does not include your Personal Information and cannot be linked to you, nor can you be identified from these statistics).

Sharing your information

15. We value your privacy and undertake not to:
- use or share your Personal Information other than for the specific purposes outlined above; and
 - sell your Personal Information to third parties for marketing or other purposes.
16. By using our Platforms, you agree that we may provide or make your Personal Information available to:
- the Bath & Body Boutique employees;
 - third-party service providers who assist us with providing our services to you;
 - any third-party advertisers/businesses to better accommodate and run our campaigns, promotions or competitions;
 - third parties (such as a potential purchaser and its professional advisers) in the event of any reorganisation, merger, sale, joint venture, or other disposition of any or all of our assets; and
 - law enforcement, government officials, fraud detection agencies or other third parties when the disclosure of Personal Information is necessary or appropriate.
17. Our contracts with third parties indicate that Personal Information may only be used in connection with the services they perform for us and not for their own benefit or any other purpose, and that they must treat your Personal Information as strictly confidential information.

Sending your Personal Information outside South Africa

18. We may transfer certain Personal Information outside South Africa to service providers for the purposes set out above.
19. When we transfer Personal Information outside South Africa, we will ensure that we do so in accordance with the requirements for lawful transfer outside of South Africa, as set out in POPIA.
- 20. By accessing and using our Platforms, you consent to us transferring your Personal Information outside South Africa.**

Retention of your Personal Information

21. By accessing and using our Platforms you consent to us retaining your Personal Information for as long as:
- we need it for the purpose for which it is being processed;
 - it is required or permitted by law and is in line with our internal retention policies; and
 - you have agreed to us keeping your Personal Information.

User tracking and cookies

22. When you access and use our Platforms, we may use cookies and other user tracking tools to improve your website experience.
23. Cookies are small text files placed on the device that you use to access our Platforms. These files do not contain your Personal Information, but allow us to associate you with a particular device.
24. We use cookies to:
- identify the device you use to access our Platforms;
 - make our Platforms more user-friendly;
 - personalise your interactions with our Platforms, improve our services and Platforms based on your needs, and ensure that they work on your device; and
 - provide content that is relevant to you, limit the number of times you see certain content/campaigns and measure the effectiveness of the content on our Platforms.
25. You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies, if you prefer.
26. If you choose to decline cookies, you may be unable to access certain parts of our Platforms and this may have a detrimental effect on your experience and the web-based services we offer you on our Platforms.

Your rights and preferences

27. When we process your Personal Information, you have the right to:
- ask the Bath & Body Boutique what Personal Information it stores about you and to request a record of your Personal Information (the Bath & Body Boutique may charge a fee to provide you with the record of your Personal Information);

- b. object to and unsubscribe from certain types of processing. You have the right to “opt out” of any direct marketing in any form (such as automatic calling machines, email and/or SMS notifications) by using the Bath & Body Boutique’s contact details below;
- c. access, correct, amend, update or delete your Personal Information at any time (as a Registered User, you can amend your Personal Information on your user account profile);
- d. restrict processing of your Personal Information, under certain circumstances;
- e. submit a complaint to the Information Regulator (complaints may be submitted at the offices of the Information Regulator);
- f. withdraw your consent to us processing your Personal Information; and
- g. be notified of unauthorised access to your Personal Information.

28. You can exercise these rights by contacting us using the contact information below.

29. Kindly note that the Bath & Body Boutique cannot maintain the relationship it has with you without processing some of your Personal Information. The Bath & Body Boutique reserves its right to refuse to comply with certain requests pertaining to the processing of Personal Information.

Securing your Personal Information

30. We secure the integrity and confidentiality of your Personal Information in our possession or under our control by taking appropriate, reasonable, technical and organisational measures to prevent loss of, damage to, or unauthorised destruction of Personal Information, and unlawful access to or processing of Personal Information.
31. To implement and maintain such measures, we have in place internal policies, controls, and related processes, which are reviewed and updated on a regular basis. Our policies, controls, and procedures cover, for example:
- a. physical, technical, and network security;
 - b. access controls and monitoring of access;
 - c. secure storage, destruction, and encryption of records of Personal Information;
 - d. Personal Information breach reporting and remediation; and
 - e. by way of written agreements, imposition of security and confidentiality obligations on third parties (based within or outside the borders of South Africa) who process Personal Information as part of rendering their services.
- 32. Should you disclose your Personal Information to any third party other than the Bath & Body Boutique, the Bath & Body Boutique shall not be liable for any loss or damage arising or suffered by you as a result of the disclosure of such Personal Information to any third party.**

Additional Privacy Terms or Notices

33. In addition to this Privacy Policy, there may be promotional competitions or campaigns, which may be governed by additional privacy terms, conditions or notices. Before participating in these competitions, you must read these additional terms, conditions, or notices as you will be required to comply with them if you participate.

Contact Information

34. The Bath & Body Boutique welcomes your comments or queries regarding our Privacy Policy. If you believe that we have not adhered to this policy or if you require any further information, please contact us at support@bathandbodyboutique.co.za or on +27 11 880 0638. Our physical address is LimelightSA Digital (Pty) Ltd, Bedford Square Office Suite 2, 2nd Floor, Cnr Smith & Van Der Linde Rd, Bedfordview, Johannesburg, 2007.
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