

TERMS and CONDITIONS

About us

Kirk Marketing is essentially a wholesaler and manufacturer of floor and wall accessories. We have the following brands M.Trim, M.Chem, M.Tools, Kirk Mosaics, Kirk Aqua and M.Seal , we also represent the following brands Classen, Sigma, Rubi, Pedross, Dural, Vexcolt, Roman Dietsche and Bendi. Some of the products in the different ranges have been discontinued and we have now made them available directly to the public in the form of our End of Range products (EOR). The EOR products can now be purchased directly by the public and they will either be delivered to the public in South Africa for a delivery fee or they can be collected from one of the branches in South Africa for no fee.

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1. modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
2. change these Conditions from time to time, and your continued use of the Website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.
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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 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 what is stated in the Terms & Conditions of use for this service. None of the information will be sold or made available to anyone.

The Site may collect 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 Site; the pages that you access while at the Site and the Internet address of the Web site from which you linked directly to our site. This information is used to help improve the Site, analyze trends, and administer the Site.

We may need to change this policy from time to time in order to address new issues and reflect changes on our site. 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.

By using this website, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our site. Your continued use of the website following the posting of changes to these terms will mean that you accept those changes.

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The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

Product availability

Lead time is dependent on stock availability. Should we have stock available, orders will be dispatched within 7 working days, provided payment is validated/received.

Please note this stock is end of range stock, and should the product not be available it will not be supplied.

Every effort is made to effect shipment of your order timeously however unforeseen circumstances may cause delays. Should we be faced with such an occurrence Kirk Marketing (PTY) Ltd will contact you via email and provide a revised shipping schedule.

Delivery Policy

When you click to make a purchase with us legal obligations arise and your right to refund of monies charged to your credit card or paid in any other way agreed by us, are limited by our terms & conditions. You must not make any purchase through this site unless you understand and agree all our terms and conditions. Once payment is made for the purchase, it is deemed that you have read and understood the terms and conditions for such purchase. If you have any queries please contact us before making any purchase for any service through this website.

Shipping

Delivery will only be within the borders of the Republic of South Africa

Orders will be dispatched within 7 working days, provided payment is validated/received.

Collection

Goods may be collected from any one of our branches nationwide, within 7 working days of receiving payment

SA counter to counter

Please ensure the correct shipping address is provided from the outset as title and risk will pass to you once the order has left our premises.

Undeliverable packages

Occasionally packages are returned to us undeliverable. Should this event take place every attempt will be made to contact you to make arrangements for re-shipment.

Order processing

Order processing will not begin until we receive a confirmed order and full payment.

Refunds/returns Policy

Should you for any reason wish to cancel your purchase you will be liable for a 15% handling fee. You must advise us in writing of your cancellation and any such cancellation must be signed by the person who made the original purchase. The goods must be returned to us undamaged in the original packaging within 14 calendar days.

* Note: Kirk Marketing (PTY) Ltd recommends that you use Speed Services Couriers (South African Postal Services) for all returns as it offers shipment tracking through a 24 hours customer helpline. Should you choose to use a carrier that does not offer a tracking facility and the goods are lost then no refund or return will be considered.

Payment Options and Pricing

All transactions will be processed in South African Rands (ZAR).

Kirk Marketing (PTY) Ltd 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 shipping charges (on the day of shipping).

Kirk Marketing (PTY) Ltd reserves the right to change pricing at any time without prior notice.

Should Kirk Marketing (PTY) Ltd reduce its price on any shipped products within 10 working days of shipment, you may contact us and request a refund of the difference between the price you were charged and the reduced selling price. To receive the refund you must contact us within 14 days of shipment.

Credit Card

We accept credit card payment only via MasterCard or Visa.

For more information about how to order, special order requirements and other payment options, please contact our Support Team on Fax (011) 444 - 1441 or email sales@kirk.co.za.

Security Policy

Virtual Card Services process all credit card transactions. All credit card transactions are 128 bit Secure Socket Layers (SSL) encrypted. The company registration documents and the site's registered domain name are checked and

verified by Thawte, ensuring the cardholder and merchant that nobody can impersonate VCS to obtain confidential information.

Virtual Card Services is committed to providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. Virtual Card Services Internet servers are protected by firewalls and intrusion detection systems.

The Merchant does not have access to credit details.

Virtual Card Services continually reviews and enhances its security in line with technological changes.

Monitoring

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

Law

The Conditions will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

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.

Consent

I understand that all the designs and trademarks are registered to Kirk Marketing (PTY) Ltd and hereby accept the terms and conditions. I undertake not to copy/duplicate the trademarks and designs directly or indirectly in anyway and understand the legal implications thereof. Should I be found to be in violation of this agreement I understand that I will be held liable for all legal costs incurred by Kirk Marketing (PTY) Ltd for any civil action or any legal action deemed necessary against me.

Contact Details

Please visit our 'Enquire' page or [click here](#)