



# Terms and Conditions

*Last Updated: 17 December 2025*

## 1. Introduction

Welcome to Rotsvas Indoor Range ("we", "our", or "us"). These Terms and Conditions govern your use of our website, online store, and all services offered, including shooting range sessions, firearms training courses, and the purchase of physical products.

By accessing our website or making a purchase, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions, our Privacy Policy, and our Refunds Policy. If you do not agree with any part of these terms, you must not use our services.

## 2. Definitions

In these Terms and Conditions:

- "**Services**" refers to shooting range sessions, firearms training courses, and any related instruction or supervised activities we provide.
- "**Products**" refers to any physical goods available for purchase through our online store.
- "**Booking**" refers to a reservation made for a shooting range session or training course.
- "**User**", "**Customer**", or "**You**" refers to any person accessing our website or using our services.

## 3. Eligibility and Age Requirements

### 3.1 General Requirements

To use our services and make purchases, you must be at least 18 years of age and legally capable of entering into binding contracts under South African law.

### 3.2 Firearms-Related Services

In accordance with the Firearms Control Act 60 of 2000, participation in shooting range activities and handling of firearms is subject to specific age and competency requirements:

- Participants must be at least 21 years of age to handle handguns independently, unless supervised by a licensed holder.
- Persons aged 18-20 may participate in certain activities under direct supervision of a licensed Range Officer.

- Minors (under 18) may only participate in approved junior training programmes with parental consent and direct supervision.
- All participants must present valid identification before any shooting activity.

## 4. Account Registration

To make purchases or bookings, you may need to create an account. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to provide accurate, current, and complete information during registration and to update such information to keep it accurate.

## 5. Products and Services

### 5.1 Product Descriptions

We endeavour to describe our products and services as accurately as possible. However, we do not warrant that product descriptions, pricing, or other content is accurate, complete, reliable, current, or error-free. If a product is not as described, your sole remedy is to return it in unused condition in accordance with our Refunds Policy.

### 5.2 Pricing and Payment

All prices displayed on our website are in South African Rand (ZAR) and include Value Added Tax (VAT) where applicable. We reserve the right to change prices at any time without prior notice, but price changes will not affect orders already placed and confirmed.

Payment must be made in full at the time of purchase or booking. We accept payment via credit card, debit card, EFT, and other methods as displayed at checkout.

### 5.3 Order Acceptance

Receipt of an order confirmation does not constitute acceptance of your order. We reserve the right to refuse or cancel any order for any reason, including but not limited to product availability, errors in product or pricing information, or concerns about fraud.

## 6. Booking of Range Sessions and Training

### 6.1 Booking Confirmation

All bookings for shooting range sessions and training courses are subject to availability. A booking is only confirmed once payment has been processed successfully and you receive a booking confirmation from us.

### 6.2 Cancellation by Customer

Cancellations must be made in accordance with our Refunds Policy. Please note that different cancellation terms may apply to different types of bookings.

### 6.3 Cancellation by Us

We reserve the right to cancel any booking due to unforeseen circumstances, safety concerns, insufficient participants, or other operational reasons. In such cases, you will receive a full refund or the option to reschedule.

## 7. Range Rules and Safety

### 7.1 Compliance with Range Rules & Indemnity

All participants must comply with our Range Rules and agree to our Indemnity at all times while on our premises. The Range Rules and Indemnity are displayed prominently at the range. Failure to comply may result in immediate removal from the premises without refund.

## **7.2 Safety Briefing**

All first-time visitors and participants in training courses must attend a mandatory safety briefing before handling any firearms. By participating in our services, you acknowledge that you have received and understood this briefing.

## **7.3 Physical and Mental Fitness**

You must be in a fit physical and mental state to participate in shooting activities. You may not participate if you are under the influence of alcohol, drugs, or any medication that may impair your judgment or motor skills. We reserve the right to refuse service to anyone we reasonably believe is unfit to participate safely.

## **7.4 Indemnity and Assumption of Risk**

Shooting sports carry inherent risks of injury or death. By participating in our services, you acknowledge these risks and agree to sign our Indemnity before participating. You indemnify and hold harmless Rotsvas Indoor Range, its owners, employees, and agents from any claims, damages, losses, or expenses arising from your participation, except where such claims arise from our gross negligence or wilful misconduct.

## **8. Intellectual Property**

All content on our website, including text, graphics, logos, images, course materials, and software, is the property of Rotsvas Indoor Range or our licensors and is protected by South African and international copyright, trademark, and other intellectual property laws. You may not reproduce, distribute, modify, or create derivative works from any content without our prior written consent.

## **9. Limitation of Liability**

To the maximum extent permitted by South African law, including the Consumer Protection Act 68 of 2008, Rotsvas Indoor Range shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or other intangible losses, arising out of or in connection with your use of our services or products.

Our total liability for any claim arising from these Terms and Conditions shall not exceed the amount paid by you for the specific product or service giving rise to the claim.

## **10. Privacy**

Your privacy is important to us. Please refer to our Privacy Policy for information on how we collect, use, and protect your personal information in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA).

## **11. Electronic Communications**

In accordance with the Electronic Communications and Transactions Act 25 of 2002 (ECTA), you consent to receive electronic communications from us regarding your purchases, bookings, and account. These electronic communications constitute valid written notices for all legal purposes.

## **12. Dispute Resolution**

Any dispute arising from these Terms and Conditions shall first be addressed through direct negotiation between the parties. If the dispute cannot be resolved within 30 days, either party may refer the matter to mediation. These Terms and Conditions are governed by the laws of the Republic of South Africa, and any legal proceedings shall be conducted in the courts of South Africa.

## **13. Amendments**

We reserve the right to amend these Terms and Conditions at any time. Any changes will be posted on our website with an updated "Last Updated" date. Your continued use of our services after such changes constitutes acceptance of the amended terms.

## **14. Severability**

If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

## **15. Contact Information**

For any questions or concerns regarding these Terms and Conditions, please contact us at:

Rotsvas Indoor Range

Email: [rotsvasindoorrange@gmail.com](mailto:rotsvasindoorrange@gmail.com)

Phone: +27 82 385 1589

Address: Rotsvas Farm, Spruitdrift, Vredendal, 8160



# Privacy Policy

*Last Updated: 17 December 2025*

## 1. Introduction

Rotsvas Indoor Range ("we", "our", or "us") is committed to protecting your personal information and respecting your privacy. This Privacy Policy explains how we collect, use, store, and protect your personal information in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA) and other applicable South African legislation.

By using our website and services, you consent to the collection and processing of your personal information as described in this policy.

## 2. Responsible Party

For purposes of POPIA, the responsible party for your personal information is:

Rotsvas Indoor Range

Information Officer: Willem Van Zyl

Email: [rotsvasindoorrange@gmail.com](mailto:rotsvasindoorrange@gmail.com)

Phone: +27 82 385 1589

## 3. Information We Collect

### 3.1 Information You Provide

We collect personal information that you voluntarily provide when you:

- Create an account or register on our website
- Make a purchase or booking
- Subscribe to our newsletter or marketing communications
- Contact us with enquiries or feedback
- Participate in surveys or promotions
- Sign indemnity forms or registration documents

This information may include:

- Full name and surname
- Identity number or passport number
- Contact information (email address, phone number, physical address)
- Payment and billing information
- Firearms licence details (where applicable)

- Emergency contact information
- Medical information relevant to safe participation in shooting activities

### **3.2 Information Collected Automatically**

When you visit our website, we may automatically collect certain technical information, including:

- IP address and device information
- Browser type and version
- Pages visited and time spent on our website
- Referring website addresses
- Cookies and similar tracking technologies (see Section 8)

## **4. Purpose of Processing**

We process your personal information for the following purposes:

- To process and fulfil your orders and bookings
- To provide and improve our services
- To communicate with you about your account, orders, and bookings
- To verify your identity and eligibility to participate in shooting activities
- To comply with legal and regulatory requirements, including firearms legislation
- To ensure safety and security at our premises
- To send marketing communications (with your consent)
- To respond to your enquiries and provide customer support
- To detect and prevent fraud
- To analyse website usage and improve user experience

## **5. Legal Basis for Processing**

We process your personal information based on the following legal grounds under POPIA:

- **Consent:** Where you have given us explicit consent for specific processing activities, such as marketing communications.
- **Contractual Necessity:** Where processing is necessary to fulfil our contract with you (e.g., processing orders and bookings).
- **Legal Obligation:** Where we are required by law to process your information (e.g., compliance with firearms legislation and tax requirements).
- **Legitimate Interest:** Where processing is necessary for our legitimate business interests, provided these do not override your rights and freedoms.

## **6. Sharing of Information**

We may share your personal information with:

- **Service Providers:** Third parties who assist us in operating our business, such as payment processors, delivery services, and IT support providers.
- **Regulatory Authorities:** Government agencies and law enforcement where required by law, including the South African Police Service (SAPS) and the Central Firearms Registry.
- **Professional Advisors:** Lawyers, accountants, and other professionals as necessary for business purposes.

We require all third parties to respect the security of your personal information and to treat it in accordance with applicable laws.

## **7. Data Retention**

We retain your personal information only for as long as necessary to fulfil the purposes for which it was collected, or as required by law. Specific retention periods include:

- Transaction records: 5 years from the date of transaction (as required by tax legislation)
- Firearms-related records: As required by the Firearms Control Act and regulations
- Indemnity forms: 3 years from the date of last activity
- Marketing preferences: Until you withdraw consent

## 8. Cookies and Tracking Technologies

Our website uses cookies and similar tracking technologies to enhance your browsing experience. Cookies are small text files stored on your device that help us understand how you use our website.

We use the following types of cookies:

- **Essential Cookies:** Necessary for the website to function properly.
- **Analytical Cookies:** Help us understand how visitors interact with our website.
- **Marketing Cookies:** Used to deliver relevant advertisements.

You can manage your cookie preferences through your browser settings. Please note that disabling certain cookies may affect website functionality.

## 9. Your Rights

Under POPIA, you have the following rights regarding your personal information:

- **Right to Access:** Request confirmation of whether we hold your personal information and request access to it.
- **Right to Correction:** Request correction or deletion of inaccurate, irrelevant, or outdated personal information.
- **Right to Deletion:** Request deletion of your personal information where there is no legal basis for continued processing.
- **Right to Object:** Object to the processing of your personal information for direct marketing purposes.
- **Right to Withdraw Consent:** Withdraw consent for processing activities based on consent.
- **Right to Lodge a Complaint:** Lodge a complaint with the Information Regulator if you believe your rights have been infringed.

To exercise any of these rights, please contact our Information Officer using the contact details provided above.

## 10. Security Measures

We implement appropriate technical and organisational measures to protect your personal information against unauthorised access, alteration, disclosure, or destruction. These measures include:

- Secure Socket Layer (SSL) encryption for data transmission
- Firewalls and intrusion detection systems
- Access controls and authentication procedures
- Regular security assessments and updates
- Staff training on data protection

## 11. Cross-Border Transfers

We do not routinely transfer personal information outside of South Africa. Should such transfer become necessary, we will ensure that adequate safeguards are in place as required by POPIA, including ensuring that the recipient country has adequate data protection laws or obtaining your specific consent.

## **12. Children's Privacy**

Our services are not directed at children under the age of 18. We do not knowingly collect personal information from children without parental consent. Where we collect information about minors for junior training programmes, we require explicit parental or guardian consent.

## **13. Changes to This Policy**

We may update this Privacy Policy from time to time. Any changes will be posted on our website with an updated "Last Updated" date. We encourage you to review this policy periodically.

## **14. Contact Information**

For any questions, concerns, or requests regarding this Privacy Policy or our data practices, please contact:

Information Officer: Willem Van Zyl

Email: rotsvasindoorange@gmail.com

Phone: +27 82 385 1589

Address: Rotsvas Farm, Spruitdrift, Vredendal, 8160

# Refunds Policy

*Last Updated: 17 December 2025*

## 1. Introduction

This Refunds Policy outlines the terms and conditions for refunds, returns, and cancellations for purchases made through Rotsvas Indoor Range. This policy complies with the Consumer Protection Act 68 of 2008 (CPA) and the Electronic Communications and Transactions Act 25 of 2002 (ECTA).

## 2. Cooling-Off Period for Online Purchases

In accordance with Section 44 of the ECTA, consumers who purchase goods or services online have the right to cancel the transaction without reason and without penalty within 7 (seven) days of receiving the goods or concluding the service agreement.

To exercise this right, you must notify us in writing within the 7-day period. Products must be returned in their original, unopened, and unused condition with all packaging and tags intact.

**Exceptions:** The cooling-off period does not apply to:

- Services that have already been rendered
- Goods that have been opened, used, or are not in resaleable condition
- Perishable goods or goods made to your specifications
- Ammunition and firearms-related consumables that have been opened

## 3. Physical Products

### 3.1 Defective Products

In accordance with Section 56 of the CPA, you are entitled to return defective goods within 6 (six) months of purchase. A product is considered defective if it:

- Does not conform to the description or sample provided
- Is not fit for its intended purpose
- Is not of good quality and free from defects
- Does not function as a reasonable consumer would expect

For defective products, you may choose to:

- Have the product repaired or replaced at no charge; or
- Receive a full refund

### 3.2 Change of Mind Returns

For returns outside of the statutory cooling-off period where there is no defect (change of mind), the following conditions apply:

- Items must be returned within 14 days of delivery
- Products must be unused, unopened, and in their original packaging
- Proof of purchase is required
- A restocking fee of 15% may be deducted from the refund
- Return shipping costs are the responsibility of the customer

### 3.3 Non-Returnable Items

The following items cannot be returned except where defective:

- Ammunition and reloading components
- Firearms (subject to Firearms Control Act regulations)
- Ear protection and eye protection that has been opened or used
- Custom or personalised items
- Gift cards or vouchers
- Items marked as "Final Sale" or "Non-Returnable"

## 4. Shooting Range Sessions

### 4.1 Cancellation by Customer

The following cancellation terms apply to shooting range session bookings:

- **More than 24 hours before:** Your account will be credited with a future booking
- **Less than 24 hours before:** You can reschedule once, after which you lose your booking
- **No-show:** No refund and no rescheduling

### 4.2 Cancellation by Us

If we cancel a booking due to unforeseen circumstances (e.g., safety issues, maintenance, weather for outdoor events, or insufficient staff), you will receive a full refund or the option to reschedule at no additional cost.

### 4.3 Refusal of Service

If you are refused service upon arrival due to failure to comply with our requirements (e.g., presenting under the influence, failure to provide valid ID, failure to pass safety requirements), no refund will be provided.

## 5. Training Courses

### 5.1 Cancellation by Customer

The following cancellation terms apply to training course bookings:

- **More than 7 days before course start:** Full refund minus a R250 administration fee
- **3-7 days before course start:** 50% refund or transfer to another course date
- **Less than 3 days before course start:** No refund; transfer to another date may be arranged at our discretion

### 5.2 Partial Completion

If you are unable to complete a training course due to personal reasons, no refund will be provided for the uncompleted portion. You may be able to complete the remaining sessions within 6 months at no additional charge, subject to availability and our discretion.

### 5.3 Failed Assessments

If you do not pass the required assessments at the end of a course, you may re-attempt the assessment by paying a re-assessment fee. Course fees are non-refundable in the event of failed assessments.

## 6. Refund Process

### 6.1 How to Request a Refund

To request a refund, please contact us via:

- Email: [rotsvasindoorange@gmail.com](mailto:rotsvasindoorange@gmail.com)
- Phone: +27 82 385 1589

Please include the following information:

- Your name and contact details
- Order or booking reference number
- Reason for refund request
- Proof of purchase
- Photographs of defective products (if applicable)

## **6.2 Refund Timeline**

We will acknowledge your refund request within 5 business days. Once approved, refunds will be processed within 7-14 business days. Refunds will be issued to the original payment method used for the purchase.

## **6.3 Return Shipping**

For defective products, we will arrange and pay for return shipping. For all other returns, the customer is responsible for return shipping costs. We recommend using a trackable shipping method, as we cannot be held responsible for items lost in transit.

## **7. Gift Cards and Store Credit**

Gift cards and store credits are non-refundable and cannot be exchanged for cash. Gift cards are valid for 3 years from the date of purchase in accordance with the CPA.

## **8. Disputes**

If you are not satisfied with our handling of your refund request, you may escalate the matter through our internal complaints procedure by contacting [rotsvasindoorange@gmail.com](mailto:rotsvasindoorange@gmail.com). If the matter remains unresolved, you may refer it to the National Consumer Commission or an alternative dispute resolution body.

## **9. Contact Information**

For any questions regarding this Refunds Policy, please contact us:

Rotsvas Indoor Range

Email: [rotsvasindoorange@gmail.com](mailto:rotsvasindoorange@gmail.com)

Phone: +27 82 385 1589

Address: Rotsvas Indoor Range, Spruitdrift, Vredendal, 8160