



The Terms and Conditions in this document serves as a guideline in terms of the transaction between Graffiti Books and Stationery (hereafter named *Graffiti*) and yourself (hereafter named *The User*) for goods (any product purchased through the website) purchased.

1. ORDERS AND PURCHASES ON GRAFFITI'S WEBSITE

A transaction will only be deemed final as soon as the purchasing process has been completed and full payment for all items has been received by *Graffiti*. Items that have been placed in *The Users'* basket, for which payment has not been made, will not be seen as a final transaction.

2. COST AND TAX

The price of each item is clearly indicated next to the item. Once items have been loaded into your basket, the price will also show here. *Graffiti* is dependent on various suppliers and price changes implemented by these suppliers. *Graffiti* endeavours to advertise prices as correctly as possible. Prices may, however, change from time to time. *Graffiti* reserves the right to adjust prices at their own discretion without any prior notice. *Graffiti* will endeavour to offer goods at the quoted price, whenever possible. Should *Graffiti* not be able to deliver goods at the price quoted the order will be cancelled, after an agreement has been reached by *Graffiti* and *The User*. Any payments that have already been made will be refunded within 24 working hours.

VAT is charged at 14% on all items. Certain import taxes may be payable on goods received by *The User* in a country outside of South Africa. *Graffiti* cannot accept responsibility for any import taxes that may be applicable. *The User* takes responsibility for these fees and taxes.

3. DISTRIBUTION AND DELIVERY

The cost for distribution and delivery within South Africa is as follows:

- Standard postage via the South African post office: R65.00 (VAT included) per package. The order will be processed within 5 working days from time of receiving the stock or payment, whichever date is the latter of the two.
- Courier via *Graffiti's* chosen courier service: R75.00 to R150.00 (VAT included) per package. If the courier charge paid by *The User* is insufficient, *The User* will be contacted by *Graffiti* to pay the difference. Delivery will take place within 3 to 4 working days from time of receiving the stock or payment, whichever date is the latter of the two. This time period will apply to all major centres as well as certain regional areas. Delivery to areas outside of the normal distribution route may take 5 to 6 working days.
- The order may also be collected from **Graffiti Zambezi Junction**

Please note that Graffiti Menlyn Central Square operates independently from Graffiti Zambezi Junction and www.graffitibooks.co.za. If *The User* wants to collect the order in Menlyn, normal delivery charges (post or courier) will be applicable.

The cost for distribution and delivery outside South Africa is as follows:

Graffiti uses the courier service of The South African Postal Service, EMS. The Courier Cost will be depending on the quantity of books ordered and the final destination. Once *The User* has loaded the books in the basket, the courier cost will be indicated.

Please note that the courier cost is an estimate and should the actual courier cost be higher than quoted, *The User* will be contacted by *Graffiti* to pay in the difference.

Goods will not be insured. This service can be offered per request at an additional cost. The cost related to the insurance of goods will be for the account of *The User*.

The User will be notified should there be any delays by the South African Post Office. Alternative methods for delivery will be discussed. *Graffiti* will endeavour to deliver goods as speedily as possible but cannot be held responsible for delays where it is beyond the control of *Graffiti*. *Graffiti* is dependent on the South African Post Office and South African courier services for delivery. Please see special notices and warnings when ordering any goods.

4. PRE-ORDERS

Graffiti also advertise products that will only be available in future. This offers you the opportunity to pre-order goods. Payment for goods should be made immediately. The expected publication date (date at which *Graffiti* expects the goods) will be shown next to the goods. The date is subject to change by the supplier. *Graffiti* can unfortunately not be held responsible for any changes to the publication date. *The User* will be notified should there be any changes with regard to his / her purchase.

5. AVAILABILITY OF STOCK

Graffiti endeavours to, whenever possible, to advertise on the website products that are in stock. Please note that stock is limited and should *Graffiti* not be able to deliver goods purchased by *The User*, *The User* will be notified of this by *Graffiti* and *The User* will be entitled to a full refund. Please see the procedure for refunds as described in the Refund and Returns Policy below.

6. PAYMENT METHODS

Users within the borders of South Africa can pay via credit card, bank deposit or electronic funds transfer (EFT). Only credit card payments are accepted outside the borders of South Africa.

The monetary unit used is South African Rand and the Country of origin for transactions, is South Africa.

6.1 Credit Card Payments

At the time of placing the order, details of the transaction will be sent to the bank and payment will be immediately deducted. The transaction will be cancelled, should authorisation not be acquired from the bank.

Graffiti utilises a system called MyGate (Pty) Ltd, approved agent of Nedbank Limited, as a secure and safe means of internet payments. The method of inscription used is the most limited form of inscription namely SSL3. No credit card information will be stored or will be available on the website. The policy and security certificate can be viewed at www.mygate.co.za.

Graffiti accepts Visa, Master card, Diners Club and American Express.

6.2 Bank deposits and Electronic Funds Transfers (EFT)

A reference number will be assigned to you when purchasing goods from the *Graffiti* website. Should you choose the option to pay via bank deposit or electronic fund transfer (EFT) the reference number assigned to you should be used as reference on the deposit slip or in the correct space as per the EFT. *Graffiti* can only identify the payment should the correct reference be used. The exact amount (cost for goods as well as delivery cost) should be paid into the account given. Cheque deposits are subject to an approval process as prescribed by the relevant bank. **Bank deposits and electronic funds transfers will not be accepted from outside the borders of South Africa.** Payment should be made within 7 working days. Should payment not be made within this time period, the order / transaction will be cancelled by *Graffiti* except in the case where an agreement has been made in writing. Payment for pre-orders should also be done according to these guidelines.

Banking details for bank deposits and electronic funds transfers are as follows:

| | | |
|----------------|---|---------------|
| ACCOUNT NAME | : | Graffiti |
| BANK | : | ABSA |
| BRANCH CODE | : | 632 005 |
| ACCOUNT NUMBER | : | 407 02 55 861 |

7. CANCELLING AN ORDER

Graffiti reserves the right to cancel an order in full or partially whenever fraud is suspected or where full payment has not been received for the transaction. *Graffiti* will only be responsible for refunding monies received and cannot accept any further responsibility that may result from the rejection process of such a sale.

The User can cancel the transaction at any time before payment is made. As soon as payment has been made to *Graffiti*, the transaction will be regarded as final and the transaction cannot be cancelled via the website. Should *The User* want to cancel the order after the transaction has been completed, *Graffiti* should be notified, in writing to orders@graffitibooks.co.za, within 24 hours. A transaction may also be cancelled where the goods ordered do not reach *The User* within the time limits as specified within the Terms and Conditions. Also see the Refund and Returns Policy.

8. REFUND AND RETURNS POLICY

The User is entitled to return any goods purchased on the *Graffiti* website should:

- The incorrect product be delivered to you; or
 - The goods you've received be damaged or in a poor condition,
- in which case you will be entitled to a full refund and / or replacement of the goods.

Return should be done within 10 working days from receiving the product. Returns are at the cost of *The User*. *Graffiti* will upon receiving the goods fully inspect it. *The User* will still be responsible for any transaction fees and or further delivery fees should it be found that the goods have not been delivered incorrectly or that it may be in a good condition.

Should *The User* be entitled to a refund for any of the above reasons, the process for such a refund will be as follows:

- Payment via credit card, the refund will be made to the same credit card.
- Payment made by any other means (i.e. EFT / Bank deposit) the refund will be made into the same account from which payment was made. Payment will not be made to any third party account.

Please note, the refunding process may take up to 5 working days for approval.

8.1 Late delivery of goods

The User is entitled to a full refund should goods not be delivered within the agreed time period or where no period has been agreed upon within 30 days after purchase of goods. The Act on Electronic Communication and Transactions state that *The User* has the right to cancel such an order by giving 7 days' notice to the reseller (*Graffiti*). Send an email to orders@graffitibooks.co.za.

8.2 Defective and / or damaged goods

Should *The User* find, within 6 months after purchasing goods, that the goods may be defective, the goods may be returned to *Graffiti*. *Graffiti* will be responsible, after inspection and approval of the return, to be in contact with *The User* to either replace the goods or refund the goods in full.

8.3 Procedure in terms of returns

When returning any goods to *Graffiti*, *The User* should contact *Graffiti* via email: orders@graffitibooks.co.za or on 012 548 2356 (during office hours).

The User should ensure that the goods returned are packaged according to the correct guidelines of the courier service:

- The product should be protected by the correct packaging material; and
- Where possible, the product should be in its original packaging.

9. LAW AND REGULATIONS

Graffiti is subject to the following regulations and law:

- the Consumer Protection Act 68 of 2008 in terms of any goods purchased through the *Graffiti* website; and
- Sections 43(5) and 43 (6) of the Act on Electronic Communication and Transactions in terms of *Graffiti*'s payment system and security.

Neither *Graffiti* nor any of its representatives can be held liable for any damage or loss that may result from the inability to use this website. *Graffiti* can at no stage guarantee, implied or other that this website is free of any mistakes and the service will function 100% correct without any interruptions or error messages. Should you experience any problems with the website, please send an email to webmaster@graffitibooks.co.za.

Information, ideas and opinions shared on this website cannot be seen as professional advice or the official opinion of *Graffiti*.

9.1 Jurisdiction

This website is stored, controlled and managed within the borders of South Africa and is therefore subject to the jurisdiction of the South African courts. Parties conducting transaction on this website hereby subject themselves to the full and non-exclusive jurisdiction of the South African courts.

9.2 Privacy

Graffiti will ensure within all possible means to protect your personal information. For the purpose of this section, "personal information" is defined by the Promotion of Access to Information Act and can be downloaded at: http://us-cdn.creamermedia.co.za/assets/articles/attachments/03569_promofaccestoinfoact2.pdf.

Graffiti may gather, store and utilise the following personal information:

- name and surname;
- date of birth;
- sex;
- country of residence;
- closest city;
- non-personal browsing habits and click patterns;
- email address;
- mobile number;
- IP address; and
- ID-number / passport number.

The information can be used for the following purposes:

- subject to permission from you, to inform you of issues related to the access and use of *Graffiti's* website;
- subject to permission from you, to inform you of special offers and competitions offered by *Graffiti* and his partners;
- to compile non-personal statistics regarding browsing habits, click patterns and access to the website;
- to identify you when conducting transaction on the *Graffiti* website; and
- to ensure that goods are received by the addressee.

Above information will be gathered electronically by means of *cookies* or information freely offered by you. You can disable *cookies* independently by adjusting the settings on your search engine. You can opt to not receive any information from *Graffiti* or any of its partners. *Graffiti* will not share your information except where you agreed to it and where the necessary legal procedures have been followed.

Graffiti may compile, use and share any information that is not specific to an individual and own and reserve the right on all non-personal statistics that may be gathered and compiled.

9.3 Information on Graffiti

According to the Act on Electronic Communication and Transactions, the reseller of goods via electronic means should inform its clients of certain information regarding the reseller.

LVR Books & Stationery cc t/a Graffiti **ZAMBEZI JUNCTION** (*Graffiti*) is an independent company registered in South Africa with registration number: 1989/019972/23. *Graffiti* is a bookshop focussing mainly on the retail of books. Stationery is also sold at the physical shop.

Address for legal deliveries: Shop 10 Zambezi Junction, Breed Street, Montana.

Member: Leonie van Rensburg (owner)

Webmaster: webmaster@graffitibooks.co.za

Website: www.graffitibooks.co.za

Official email address: info@graffitibooks.co.za