

Terms and Conditions

1 Introduction

- 1.1 This website can be accessed at www.sifisopublishers.com and www.sifisopublishers.africa (the “Website”) and is owned and operated by Sifiso Publishers Proprietary Limited (“Sifiso”, “we”, “us” and “our”).
- 1.2 These Website Terms and Conditions (“Terms and Conditions”) govern the ordering, sale and delivery of books, and the use of the Website.
- 1.3 These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website (“you”, “your” or “user”), including without limitation each user who registers as contemplated below (“registered user”). **By using the Website and by clicking on the “Register” button on the Website, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.**
- 1.4 The Website enables you to purchase books online via one of the payment methods set out in clause 5.

Important Notice

- 1.5 These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the “CPA”).
- 1.6 **These Terms and Conditions contain provisions that appear in similar text and style to this clause and which -**
 - 1.6.1 **may limit the risk or liability of Sifiso or a third party; and/or**
 - 1.6.2 **may create risk or liability for the user; and/or**
 - 1.6.3 **may compel the user to indemnify Sifiso or a third party; and/or**
 - 1.6.4 **serves as an acknowledgement, by the user, of a fact.**
- 1.7 **Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.**
- 1.8 If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask Sifiso to explain it to you before you accept the Terms and Conditions or continue using the Website. Nothing in these Terms and Conditions 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 Sifiso in terms of the CPA.
- 1.9 Sifiso permits the use of this Website subject to the Terms and Conditions. By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions.

2 Returns Policy

- 2.1 Any book can be returned at any time for any reason as long as it is in mint condition. You must notify us within 21 days of dispatch of the item that you intend to return. We will refund you the price of the book but not the shipping costs.

3 Registration and use of the website

- 3.1 Only registered users may order books on the Website.
- 3.2 To register as a user, you must provide a unique username and password and provide certain information and personal details to Sifiso. You will need to use your unique username and password to access the Website in order to purchase books.
- 3.3 You agree and warrant that your username and password shall:
 - 3.3.1 be used for personal use only; and
 - 3.3.2 not be disclosed by you to any third party.
- 3.4 For security purposes you agree to enter the correct username and password whenever ordering books, failing which you will be denied access.
- 3.5 **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 and Conditions.**
- 3.6 You agree to notify Sifiso 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.

- 3.7 **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 Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.**
- 3.8 You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
- 3.9 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 Sifiso.

4 Conclusion of sales and availability of stock

- 4.1 Registered users may place orders for books, which Sifiso may accept or reject. Whether or not Sifiso accepts an order depends on the availability of books, correctness of the information relating to the books (including without limitation the price) and receipt of payment for the books.
- 4.2 **NOTE: Sifiso will indicate the acceptance of your order by delivering the books to you or allowing you to collect them, and only at that point will an agreement of sale between you and Sifiso come into effect (the “Sale”). This is regardless of any communication from Sifiso stating that your order or payment has been confirmed. Sifiso will indicate the rejection of your order (by Sifiso) by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.**
- 4.3 Prior to delivery or your collection of the books, you may cancel an order at any time provided you do so before receiving a dispatch or delivery notice. After delivery or your collection of the books, you may return the books only in accordance with the Returns Policy.
- 4.4 Placing books in a shopping basket without completing the purchase cycle does not constitute an order for such books, and as such, books 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 Sifiso liable if such books 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.
- 4.5 **You acknowledge that stock of all books on offer is limited and that pricing may change at any time without notice to you. In the case of books for sale by Sifiso, Sifiso 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 books are no longer available after you have placed an order, Sifiso will notify you and you will be entitled to a refund of any amount already paid by you for such books.**

5 Payment

- 5.1 Payment can be made for books via –
- 5.1.1 debit card;
 - 5.1.2 credit card: where payment is made by credit 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 books will be cancelled. **You warrant that you are fully authorised to use the credit card supplied for purposes of paying for the books. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website;**
 - 5.1.3 direct bank deposit or electronic funds transfer: if you pay via direct bank deposit or electronic funds transfer, payment must be made within 5 (five) days of placing your order. Sifiso will not accept your order if payment has not been received;
 - 5.1.4 Instant EFT; and
 - 5.1.5 Master pass.

5.2 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 books.

6 Delivery of goods

6.1 Sifiso offers 2 (two) methods of delivery of books to you. You may elect delivery via:

6.1.1 courier; or

6.1.2 self-collection.

6.2 Our 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.

6.3 Where it accepts your order, Sifiso will deliver the books to you as soon as reasonably possible, but no later than 7 (seven) days of receipt of your payment ("Delivery Period"). We will notify you if we are unable to deliver the books during the Delivery Period. You may then elect whether or not to cancel your order for the books. If you elect to cancel your order, we will reimburse you for the purchase price.

6.4 Sifiso'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. **Sifiso 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.**

7 Errors

7.1 **We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of books 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.**

7.2 Sifiso shall not be bound by any incorrect information regarding our books displayed on any third party websites.

8 Electronic communications

When you visit the Website or send emails to us, you consent to receiving communications from us or any of our divisions, affiliates or partners electronically in accordance with our privacy policy as set out in clause 8 above.

9 Ownership and Copyright

9.1 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, trade-marks, 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 trade mark law. The Website Content is the property of Sifiso and/or is licensed to Sifiso.

9.2 You will not acquire any right, title or interest in or to the Website or the Website Content.

9.3 Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law.

10 Disclaimer

10.1 **The use of the Website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.**

10.2 Whilst Sifiso takes reasonable measures to ensure that the content of the Website is accurate and complete, Sifiso 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 Sifiso's representatives, Sifiso shall not be bound thereby.

10.3 **Sifiso 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.**

10.4 Any views or statements made or expressed on the Website are not necessarily the views of Sifiso, its directors, employees and/or agents.

10.5 In addition to the disclaimers contained elsewhere in these Terms and Conditions, Sifiso 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 Sifiso, its employees, agents or authorised representatives. Sifiso 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.

11 Linking to third party websites

11.1 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 and Conditions do not apply to those Third Party Websites and Sifiso is not responsible for the practices and/or privacy policies of those Third Party Websites or the "cookies" that those sites may use.

11.2 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.

12 Limitation of liability

12.1 Sifiso 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 Sifiso, its employees, agents or authorised representatives.

12.2 SIFISO 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 IN THE WEBSITE; OR YOUR INABILITY TO USE THE WEBSITE, AND/OR UNLAWFUL ACTIVITY ON THE WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.

12.3 YOU HEREBY INDEMNIFY SIFISO 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.

13 Availability and termination

13.1 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.

13.2 Sifiso may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that Sifiso 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.

13.3 If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of the price of an order for any books, 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.

14 Governing law and jurisdiction

14.1 These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions 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 and Conditions.

14.2 Nothing in these Terms and Conditions limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

15 Notices

15.1 Sifiso hereby selects Sifiso Nxasana House, 269 Oxford Road, Illovo, Johannesburg, as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions ("legal address"). Sifiso may change this address from time to time by updating these Terms and Conditions.

15.2 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 Sifiso not less than 7 days' notice in writing.

15.3 Notices must be sent either by hand, prepaid registered post, or email and must be in English. All notices sent by email will be deemed to have been received by the addressee on the date of transmission of the email.

16 Complaints

If you have a complaint about the books provided by us or require information regarding our internal complaints-handling process, please get in touch with us via info@sifisopublishers.com.

17 Information

19.1 For the purposes of the ECT Act, Sifiso information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on the Website:

Full name: Sifiso Publishers (Pty) Ltd, a private company registered in South Africa with registration number 2015/306842/07

Main business: Publishing

Physical address for receipt of legal service (also postal and street address): Sifiso Nxasana House, 269 Oxford Road, Illovo (marked for attention: CEO and Legal)

Phone number: +27 11 268 6396

Email address: info@sifisopublishers.co.za

18 General

20.1 Sifiso 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.

20.2 You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.

20.3 Any failure on the part of you or Sifiso to enforce any right in terms hereof shall not constitute a waiver of that right.

20.4 If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

20.5 No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

20.6 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.

20.7 These Terms and Conditions contain the whole agreement between you and Sifiso and no other warranty or undertaking is valid, unless contained in this document between the parties.

21 Changes to these Terms and Conditions

21.1 Sifiso may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the Website.

21.2 Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.