

# Terms & Conditions

**Book Express's Terms and Conditions are aligned to the Electronic Communication and Transaction Act 2002 ("the ECTA") and the Consumer Protection Act of 2008 ("the CPA")**

## Terms & Conditions

The terms and conditions ("**T&C**") will cover your use of the BOOK EXPRESS's website located at the domain name [www.bookexpress.co.za](http://www.bookexpress.co.za) ("the website"). By accessing and using the website and by making payment to BOOK EXPRESS in accordance with the payment instructions provided on your invoice you agree to be bound by the Terms and Conditions.

Visitors to the Website ("**Users**" or "**you**"), including those Users who purchase any products on the Website ("**Customer/s**") are bound by these T&C. If you do not agree to these T&C, do not continue to use the Website. Your continued use of the Website will constitute acceptance of the T&C, unmodified by you.

BOOK EXPRESS reserves the rights to change, modify, add to or remove from portions or the whole of these T&C from time to time. Changes to these T&C will become effective upon such changes being posted to this website. It is your responsibility to periodically check these T&C and should you continue to use the website following the posting of changes or updates your use will be considered notice of your acceptance to abide by and be bound to these T&C including the changes/updates.

While every effort is made to ensure that information on this website is correct, there may be errors or omissions. BOOK EXPRESS reserves the right to correct any errors or omissions before accepting any transaction.

## Limited License to General Users

- BOOK EXPRESS grants you, subject to the further terms of these T&C, a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future content of this Website for personal, non-commercial and information purposes only. Any unauthorised use terminates this license. This Website and its content may not be reproduced, duplicated, copied, resold, visited or otherwise exploited for any commercial purpose without the express prior written consent of BOOK EXPRESS.

## Privacy Policy

- Book Express respects our Customer's right to privacy.
- Whether you are a BOOK EXPRESS customer or a visitor to our web site, we understand the importance you place on the privacy and security of information that personally identifies you or your information. We are committed to protect this information whilst also enabling you to benefit from the features offered on the Book Express web site.
- We understand that you provide us with information for the purpose of enquiring about our products or services and we undertake to only use this information for the purposes of internal market analysis and informing you about our products and services. Despite such undertaking, it is possible for internet based communications to be intercepted. Without the use of encryption, the internet is not a secure medium and privacy cannot be ensured. BOOK EXPRESS will not be responsible for any damages you or any third

party may suffer as a result of the transmission of confidential information that you make to BOOK EXPRESS via the internet or that you expressly or implicitly authorise BOOK EXPRESS to make on your behalf.

- It is the policy of BOOK EXPRESS not to share, distribute or sell our Customers' particulars to any 3rd Party. BOOK EXPRESS will however use the Customers details to inform and update the Customer with any relevant information.

### **Complaints Policy**

- As part of our ethos of being a learning organization, It is the policy of BOOK EXPRESS to always investigate to our best ability any complaint brought to our attention in writing and identifying solutions so that such a complaint does not recur.

### **Placing of an order for study material**

- If you wish to order any study material or distance learning products from BOOK EXPRESS you must complete the relevant online booking form and make payment of the prescribed fee in accordance with our payment policy set out hereafter. Upon placing your order you will be considered a Customer of BOOK EXPRESS and will at all times be subject to the T&C set out herein.

### **Stock availability:**

- Stocks of all goods on offer are limited. BOOK EXPRESS shall take all reasonable efforts to ensure that when stock is no longer available, that offers thereof are discontinued. However, should BOOK EXPRESS be unable to fulfill any order placed by you at the advertised price due to stock having sold out, you will notified and you will be entitled to a refund of the amount paid by you for the book/s in question.
- BOOK EXPRESS makes every effort to ensure that the information supplied on the Website and related email communication to you is accurate. Where delays and out of stock situations occur, every reasonable effort will be made to inform the Customer in question.

### **Return, Exchange and Refund Policy - Cooling Off Period**

- As per Section 44 of the ECTA, the consumer's right to a cooling off period does not apply to the electronic transactions for the sale of books.
- BOOK EXPRESS will replace any faulty books in exchange for the original at the client's own cost and provided BOOK EXPRESS is notified within 3 days of date of purchase of the faulty book. Faulty books need to be returned in 'new' condition.
- All other material purchased excluding books may be returned at your own cost to BOOK EXPRESS provided we are notified within 3 days of sending out the items that you are not satisfied with them. Such notification must be in writing and the items must be returned in the original wrapping and upopened within a week of such notification and at your own cost.

### **Cancellation Policy**

- Orders cancelled within 7 working days after the date of conclusion of the agreement provided we have not yet dispatched the books or other materials will be entitled to a full refund within 30 days from date of cancellation, minus a cancellation fee.

- Orders cancelled more than 7 working days or after dispatch of materials or the customer having received the material will not be entitled to a refund/credit.

### **Payment Policy**

- All prices quoted are INCLUSIVE OF VAT unless stated otherwise, and EXCLUSIVE of delivery or postage charges.
- Payment should be made via electronic transfer to BOOK EXPRESS at the banking details provided on each invoice and **you will be required to quote the reference number** provided for all EFT payments made as this serves as a tracking number for your order. If the incorrect reference number or no reference number is provided when payment is processed BOOK EXPRESS will not be liable for any delays in the dispatch of the books/goods.
- All cheque payments are subject to a clearing period.
- In store we accept cash, debit and credit cards, NSFAS/SBux vouchers as well as Eduloan cards. We regret that we do NOT accept American Express or Diners Club cards in store or for on-line payments.
- BOOK EXPRESS will only dispatch or release books/goods purchased once funds have cleared into our account.
- Overseas payments into our account attract certain bank charges which are for the account of the Purchaser.
- In the case of credit card payments at the time of placing the order, the transaction details are presented to the bank and payment is collected immediately. If bank's authorisation is not obtained, the order will be cancelled.
- For Pre-paid orders for titles that are printed on demand, the payment has to clear into our account before the order can be placed by BOOK EXPRESS with the publisher and only once the books are received will they be dispatched to the Customer.

### **Import Duties:**

- Import duties may be payable by recipients of goods in foreign countries. BOOK EXPRESS cannot be reasonably be expected to know what import duties/levies may be payable and cannot calculate or estimate such costs. You are responsible for determining whether any such import duties/levies are payable and, if so, the amount thereof.

### **Agreements of Sale**

- A Customer placing a product in a shopping basket or adding it to a wishlist without completing the purchase cycle does not constitute an agreement of sale nor will it constitute an order for such product, and as such, BOOK EXPRESS may remove such product from the shopping basket or wishlist.
- If stock becomes unavailable and you cannot hold BOOK EXPRESS liable if such product is not available when the purchase cycle is completed at a later stage.
- An agreement of sale only comes into effect if and when the Customer electronically submits a properly completed order for one or more products in their shopping basket; AND payment is received by BOOK EXPRESS in its bank account.
- An agreement of sale only comes into effect if and when you electronically submit a properly completed order for one or more products in your shopping basket AND payment is received by BOOK EXPRESS in its bank account.

### **Deliveries and Collections:**

- Delivery charges differ depending on a variety of factors, including product type, price, and weight, as well as whether delivery is to be made within, or outside, the borders of South Africa. Customers

purchasing material (including postage) must indicate a physical delivery address at which address the material will be delivered during normal business hours (8 am to 5pm) from Monday to Friday .

- Customers who will be collecting material may do so from our premises located at 167 Perth Road ( corner Lancaster), Westdene, Johannesburg. In the instance where the order has been prepaid, the customer will be required to provide a copy of the 'proof of payment' as well as provide a valid identity document as evidence of authorization to collect the material.
- Study material will be dispatched once the last item is available for dispatch, unless prior arrangements are made for dispatch of books that are already available, such early dispatch of in-stock material may incur an additional courier/postage fee for the Customer. In all instances, BOOK EXPRESS endeavours to provide you with the most up-to-date study material available. This may cause delays when BOOK EXPRESS is awaiting updated material to be received from suppliers. Please familiarise yourself with the study material availability and what you specifically require prior to making payment. **The onus rests with the Customer to ensure that the right books (Title, Edition, author and publisher) have been ordered for the right course.**
- Any delivery times given by BOOK EXPRESS are only a guideline. Actual delivery times will depend on the service rendered by courier company that is used.
- International deliveries are subject to the import and customs laws of the relevant destination country. BOOK EXPRESS cannot be held responsible if goods are delayed in customs or confiscated due to application of these laws.
- Delivery periods are only regarded as having commenced upon payment confirmation being received by BOOK EXPRESS AND the payments having cleared BOOK EXPRESS's account.

#### **Copyright and Limited License to Customers:**

- All study material is printed under license from our suppliers/publishers and is protected by copyright laws ("Proprietary Works"). As such, all study material purchased from BOOK EXPRESS is for the Customer's use only.
- All such Proprietary Works, and the compilation of the Proprietary Works, is protected by South African and international copyright laws. All rights in and to the Proprietary Works is reserved and retained by BOOK EXPRESS and the relevant publishers. Except as specified in these Terms and Conditions, a Customer is not granted a license or any other right including without limitation under Copyright or other Intellectual Property Rights in or to the Proprietary Works.
- Subject to the further terms of these Terms and Conditions, a non-exclusive, non-transferable, limited and revocable right is granted to Customers, who ordered the Proprietary Work and made payment of the fee in terms of BOOK EXPRESS's payment policy, to use the Proprietary Work collected from or delivered by BOOK EXPRESS.
- The Proprietary Work may under no circumstances be reproduced, duplicated, copied, resold, visited or otherwise exploited by the Customer.
- Any unauthorised use of the Proprietary Works will terminate this license with immediate effect.

#### **Address for Notices**

- BOOK EXPRESS chooses as its address for all purposes under these T&C, whether in respect of court process, notice, or other documents or communication of whatsoever nature, the following address: 167 perth road ( corner Lancaster) Westdene, Johannesburg, with a copy to [info@bookexpress.co.za](mailto:info@bookexpress.co.za) (the sending of such copy being required in order for any notice to be validly delivered to BOOK EXPRESS).

#### **Term and Termination**

- These T&Cs shall commence from the date on which they are published on the Website and continue indefinitely, as amended by BOOK EXPRESS from time to time (as described above), for so long as the Website exists and is operational, BOOK EXPRESS being entitled to terminate these T&Cs and/or shut

down the Website at any time (subject to still processing any orders then already placed and accepted by BOOK EXPRESS).

## **Disclaimer**

The Website and all the content of the Website, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors. BOOK EXPRESS makes no warranty or representation as to the availability, accuracy or completeness of the content of the Website and shall not be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the content of the Website. While every effort is made to ensure that information on this website is correct, there may be errors or omissions. BOOK EXPRESS reserves the right to correct any errors or omissions before accepting any transaction. You are encouraged to report any possible malfunctions and errors via email to [info@bookexpress.co.za](mailto:info@bookexpress.co.za).

All study material provided by BOOK EXPRESS in accordance with these T&Cs is printed under license from our various publishers and suppliers. BOOK EXPRESS cannot guarantee the correctness of such material and, in such regard, cannot be held liable for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred should the study material include inaccuracies or typographical errors. Purchasers of such material will use the material at their own risk.

The information, services, products, messages and other materials contained on the BOOK EXPRESS web site, individually and collectively are provided for informational purposes only and must not be relied on for any purposes whatsoever.

All information regarding any and all products and services, including information in respect of the T&Cs or any other matters are subject to change without notice.

Notwithstanding anything to the contrary contained in these T&Cs, BOOK EXPRESS's liability for any damages suffered by the user of the website or the customer shall at all times be limited to the fee received by BOOK EXPRESS from the user or the Purchaser.

Should you apply for any product or services through this Website, you hereby consent and submit to the jurisdiction of the South African courts in regard to all proceedings, actions, applications or the like instituted by either party against the other, and in any way arising from any stated terms and conditions.

In the event of any dispute arising in respect of the BOOK EXPRESS website, such dispute will be governed in terms of the laws of the Republic of South Africa.