

Light a Brief Candle - Sales terms and conditions

- 1 This website is owned and operated by The Brief Candle Trust. By placing an order for goods and/or services offered for sale on this website, you agree to the following terms and conditions (Sales Terms). These Sale Terms may be changed at any time by us. If we make any changes to these we will include a notice on the Home Page and you should then check the changes. You accept that you will have no claim for breach of contract or otherwise in respect of any such alteration. Placing orders for goods and/or services on this website will mean that you agree to be bound by the most current version of the Sales Terms. These Sales Terms apply to all contracts between you and us.

- 2 "We, "us", "our", means The Brief Candle Trust. "You", "your" means the person ordering Goods under these Sales Terms. "Working days" means all days other than Saturdays, Sundays, and Public Holidays. "Goods" means the good(s) (including but not limited to books in printed form) you have ordered from us using the website

- 3 All orders for Goods are offers by you to purchase and accepted only when you receive a confirmation email from us to the effect that your order has been processed and your Goods have been dispatched. This will form a contract, which incorporates these terms and conditions, between you and us (Contract). Where the use of the Goods is stated to be subject to any instructions or warnings, they are supplied on the condition that such instructions or warnings will be strictly adhered to.

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 - 4.1 All prices for the Goods are inclusive of taxes but exclusive of delivery charges.
 - 4.2 All Goods are subject to availability. Where stock has run out or Goods cannot for some reason be dispatched, we will contact you by email to inform you of this and give you a likely delivery date for within 14 days. If

it is not possible to deliver within 14 days, we will not accept that part of your order.

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5.1 Payment authorisation must be provided by you on the date that you place an order for Goods.

5.2 Payment must be made by credit/debit card. We accept payment by Visa, MasterCard, Switch, Maestro and Delta. Payment will be debited from your account before despatch of the Goods to you. Upon receiving your order we will carry out a standard pre-authorisation check on your payment card to ensure there are sufficient funds in order to fulfil the transaction. No payment is debited from your card during this pre-authorisation check.

5.3 On some occasions, we are required by the card issuer to perform additional security checks on the payment card, which can delay the order until the card has been authorised.

5.4 You confirm that the credit/debit card that is being used is yours.

5.5 All product prices and delivery charges are shown in South African Rands. Your payment card company will perform any currency conversion, if necessary.

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6.1 We can deliver to any address in South Africa

6.2 There may be a charge for delivery, and you will be advised of such delivery charges at the time that your order is placed.

6.3 If you receive the wrong goods or Goods are damaged in transit, you must contact us within 28 calendar days on the email address indicated in the "Contact Us" link on this website.

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7.1 The Goods are at your risk from the time of delivery.

7.1.1 Ownership of the Goods does not pass to you until we have received in full (cash or cleared funds) all sums due in respect of: the Goods; and

7.1.2 all other sums which are or become due to us from you on any account.

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8.1 We will only use the details supplied by you for purposes of the implementation of your order, and for no other purpose.

8.2 We take your online privacy seriously. However, although we use appropriate encrypted security software on our website, the security of any payments transmitted and processed via the Internet cannot be guaranteed. Any losses incurred or sustained by you as a result of transmitting information by means of e-mail or other internet link will be borne solely and exclusively by you.

8.3 Except as expressly provided in these Sales Terms and save for fraudulent misrepresentation, all conditions, representations and warranties (express or implied, statutory or otherwise) are excluded including without limitation any implied warranties or conditions as to quality, fitness for purpose and reasonable skill and care.

8.4 Under no circumstances, including negligence, shall we or any affiliated company or individual be held liable for any direct, indirect, incidental, special or consequential damage (including, without limitation whether for loss of profit, loss of business, lost data, viruses that may infect your computer, depletion of goodwill or otherwise), costs, expenses or other claims for economic loss (howsoever caused) which arise out of or in connection with these Sales Terms or your use of this website generally.

- 8.5 We further do not warrant that the website or the Goods and materials contained on such site are error free, or that errors will be corrected, or that this site or the server from which it is run is free of viruses or other potentially harmful codes.
- 8.6 Our employees and agents are not authorised to make any representations or give any warranty concerning the Goods unless these are confirmed in writing by us. In entering into the Contract you acknowledge that you do not rely on and waive any claim for any breach of any representation or warranty which is not so confirmed.
- 8.7 This website may provide links to the websites and services of third parties. Such links are provided for your convenience only, and their provision does not constitute or imply control of or an endorsement of the content of such third party websites by us. You acknowledge that the use of such third party websites is governed by the terms and conditions of use.
- 9 These Sales Terms are governed by and construed in accordance with South African Law and the parties will submit to the exclusive jurisdiction of the South African courts.
- 10 If Goods are defective or damaged on receipt, please contact us via the "Contact Us" link on this website. We reserve the right to check if items are damaged or defective before agreeing to reimbursement and ask for proof of damage or defect. We will refund you the cost of damaged or defective goods, our delivery charges and your reasonable return charges.
- 11 Refunds will be credited to your payment card and will not be paid in cash.
- 12 Save in respect of defective or damaged goods, goods may not be returned and no refunds will be made, under any circumstances, in respect of undamaged goods.

