



YOUR FREEDOM TO BE

TERMS & CONDITIONS

1 Introduction

The Be Libre (Pty) Ltd online shop can be accessed at www.belibre.co.za. The site enables buyers to shop for items online and have them delivered door-to-door or via pick-up from our showroom. All visitors to the site ("users" or "you") will be able to view the products on offer, but only those who have registered for an account on Be Libre (Pty) Ltd ("account holders" or "you") are able to buy.

Legally binding contract

All users and account holders, including those that buy from the site ("buyers") are bound by these terms and conditions ("T&Cs"). By registering, or using the site at all, you recognize that you've read, accepted and agreed to be bound by these T&Cs. Should there be any clause in these T&Cs that you do not understand, the onus is on you to ask Be Libre to please explain the relevant clause to you before you accept the T&Cs by using or buying from the site.

Products and availability

Please note that the stock of all items on offer might be limited. If it happens that Be Libre is unable to fulfil any order at the advertised price because stock is sold out, Be Libre will inform you via email and you'll be entitled to a reimbursement for the Rand value you have paid for such product. This is described in more detail under Delivery and Returns.

2 Buying products

- 2.1 The site allows you, the user, to place electronic orders ("order") for one or more products on offer as long as such products are available and not sold out.
- 2.2 A purchasing contract ("sale") between you and Be Libre only comes into effect once you have fully completed AND submitted the online order form for one or more products in your shopping cart ("cart") AND your payment has been authorised and been received into Be Libre's bank account.
- 2.3 The above is dependent on the product being available.
- 2.4 Products on Be Libre cannot be reserved to be bought at a later stage, and placing an item in your cart without completing the order does not amount to a "sale".
- 2.5 This means that Be Libre may remove any product(s) from your cart before the sale actually takes place, in the event of the product going out of stock.
- 2.6 Be Libre cannot be held responsible if the product(s) you added to your cart have become unavailable when you try to complete the sale.
- 2.7 A tax invoice will be emailed to the email address on your Be Libre profile. A delivery note will be included with your order – please note that no prices are visible on the delivery note.

3 Cancelling and ending orders

- 3.1 Be Libre reserves the right to refuse processing of payment for any order and/or to cancel any purchase, partially or completely, with notice given to you.
- 3.2 Be Libre will be liable for reimbursing you the rand value paid only if you have already paid for the cancelled order.
- 3.3 You have the right to return non-defective products purchased within 30-days of the order being delivered with exception to custom made product orders. Please refer to the ***Defective items, returns and reimbursement*** section.
- 3.4 A refund shall only be done once the non-defective product has been received at our store. Returning a non-defective product shall be at the customers cost.

4 Fraud

- 4.1 Be Libre reserves the right, in the interest of preventing fraud, to refuse the processing of payment for any order and/or to cancel any purchase, partially or completely.
- 4.2 Be Libre may request documentation to complete the necessary fraud checks and cancel any order where the necessary documentation is not provided in a timely manner.
- 4.3 In the event of a fraudulent purchase being placed on Be Libre we do not process refunds for orders suspected of fraud.

5 Product Pricing

The price of each product is given on the product information page

5.1 The Discount Price

When Be Libre has a sale or promotion on specific products on the website, the discounted price is shown on the product's product page, as well as the "Specials" page.

When a discounted price is shown on the product page, the discount price is the price you will pay when you add the product to your cart at the discounted price, and conclude the sale at the discounted price i.e. the purchase price.

5.2 Pricing accuracy

Every reasonable effort will be made to ensure that the original and discount Price of all products on Be Libre.co.za are correct at the time of your purchase. If, however, the product is offered at an erroneous price, Be Libre will not be obliged to supply the said product at the incorrect price.

Be Libre will only be liable to reimburse the rand value paid by you if you choose to cancel the order once you have been made aware of the correct price.

6 Delivery fees

6.1 A delivery fee shall be charged at a rate of R100 for the first item and R15 for each additional item.

6.2 This delivery fee is only applicable to South Africa.

6.3 Delivery outside the borders of South Africa shall be done on a case-by-case basis where the purchaser shall be contacted to make arrangements for postage.

7 Making a payment

- 7.1 Be Libre (Pty) Ltd processes payments through the secure online payment “Payfast” system. Please make reference to their terms & conditions for further information.
- 7.2 If you choose not to use the Payfast payment system, you can make arrangements with representatives of Be Libre. Once your shopping cart is completely setup it will be manually reviewed once payment is complete. Please contact accounts@belibre.co.za for more information.
- 7.3 Be Libre will start processing your order as soon as payment has been processed. Depending on the bank, it can take up to 3 days from the time you make the payment (which has to be done a maximum of 24 hours after placing the order) to when it appears in our bank account.
- 7.4 The delivery lead time as specified on the site only starts once Be Libre has received the payment from your bank.

8 Delivery

- 8.1 As buyer, you will indicate where in South Africa you require delivery, as well as contact numbers to be used in connection with the delivery.
- 8.2 In the case of door-to-door delivery, your parcel will be delivered to the address you specified in the checkout process.
- 8.3 In the case of collection at our showroom you are responsible to collect the parcel at 453 Cliff Avenue, Waterkloof Ridge Ext. 2, Pretoria.
- 8.4 In the case of door-to-door delivery, if nobody is present at the address at the time of delivery, our courier will on the second attempt of delivery leave a note (in the letterbox if a residential address) to indicate that there was an attempted delivery.
- 8.5 The courier will try once more (third attempt), and if at that time there is still no one to sign for the parcel, the parcel will be returned to our warehouse.
- 8.6 Should a delivery fee have been charged on the order, this will not be reimbursed, given that the courier has attempted delivery on numerous occasions.
- 8.7 Unless we inform you otherwise, before you place your order and before the final confirmation, the estimated maximum delivery time for an order in South Africa – either door-to-door or collection at our showroom will be determined by the amount of orders and locations.
- 8.8 As outlined above, all Be Libre standard deliveries take place during business hours i.e. there are no deliveries over weekends or on public holidays. Please take this into consideration when selecting your delivery address.
- 8.9 Note that delivery depends on the product being dispatched. Many products are custom made which takes longer to make. A Be Libre representative will contact you within the first week of placing your order.

9 Delivery completed

A door-to-door delivery is considered complete as soon as the parcel is accepted and signed for either by the customer or by an individual on the customer's behalf at the specified delivery address.

10 Lost parcels

- 10.1 In the event that a parcel is declared missing, should stock be available a replacement order will be sent to the customer via the intended original delivery method.
- 10.2 If stock is not available, the order (at Rand value paid) plus any relevant delivery fee will be refunded.
- 10.3 Be Libre will contact the customer in both cases to advise possible delays and/or preferred refund method

11 Defective items, returns and reimbursement

Note that Be Libre (Pty) Ltd specializes in the design and manufacture of custom clothing items.

11.1 If an item falls within a non-custom item category, the following terms shall apply:-

- 11.1.1 If you are dissatisfied with your purchase due to a defect, incorrect product choice or other reason, you may return it to Be Libre within 30 days of delivery, by the same delivery method which the parcel was received.
- 11.1.2 Return via courier or other method will be at your own cost.
- 11.1.3 If you are based in South Africa, you can receive a refund, or have the product repaired or replaced, depending on the situation.
- 11.1.4 Be Libre will accept returns as a result of incorrect measurements in the event of a non-custom item. Returns via courier shall be paid for by the customer. The customer is urged to make use of the size chart provided on our website to ensure that the correct measurements are used.
- 11.1.5 Note that Be Libre cannot take responsibility for the reasonable colour mismatch. Depending on your device, colours may vary slightly as advertised on our website.
- 11.1.6 In the case of a damaged or incorrect item having been delivered, Be Libre will evaluate each case and issue a refund upon proof of the damaged/incorrect item.

11.2 When the customer selects a custom design and manufacture item the following terms shall apply:-

- 11.2.1 The responsibility rests with the customer to contact Be Libre via email as soon as an order is placed to ensure that Be Libre has the correct information. Information includes but is not limited to measurements, fabric type, colour etc. All requests and requirements shall be confirmed in writing via email.
- 11.2.2 Measurements taken by the customer is done at own risk. Please make reference to the size chart on our website for indication purposes only. No refunds shall be made on completed custom items as a result of incorrect measurements. Measurements can also be taken at the Be Libre store.
- 11.2.3 Should the measurements supplied by the customer at the time of purchase be incorrect, then the modification shall be made at the customers cost.
- 11.2.4 If you decide to cancel your order, please contact Be Libre as soon as possible. Be Libre will only refund the amount in Rands paid by the customer less any costs incurred.

12 Sales records

Complete records of each transaction between you and Be Libre are kept on record for 12 months after a particular purchase or related transaction. During this time, you'll be able to view and print out these records. After the 12-month period the responsibility of keeping such record falls onto you.

13 Security

- 13.1 Anyone downloading or trying to download malware or damaging coding on this site, or who tries to gain unauthorized access to any page on this site, will be prosecuted.
- 13.2 Be Libre will claim civil damages from such person if Be Libre suffers any damage or loss.
- 13.3 You agree and guarantee that the username and password you use to login is for your personal use only, and will not be passed on to any third party.
- 13.4 You allow Be Libre to take all steps reasonably possible to ensure the integrity and security of the site and in the administrative office.
- 13.5 Only your contact and delivery details are stored on our website database. This information will not be shared with any 3rd party without your consent.
- 13.6 Handling of sensitive information such as credit card details are outsourced to the secure online payment system "Payfast". You are encouraged to visit their website for more information.

14 Indemnity

Be Libre is responsible for adhering to the Consumer Protection Act 68 of 2008 ("CPA") with the sale of any products from the site. Similarly, Be Libre is responsible for adhering to articles 43(5) and 43(6) of the Electronic Communication and Transactions Act in terms of payment systems and security.

However, Be Libre will not be held responsible for any loss or accountability of any kind that arises from the use of (or inability to use) this site, its services or content.

Furthermore, Be Libre provides no guarantee, implied or otherwise, that the content or technology attached to this website is free of errors or omissions. Nor is there any guarantee whatsoever that service will be 100% uninterrupted or faultless. We encourage you to report any possible malfunctions and errors by emailing accounts@belibre.co.za. Otherwise call the call center at 079 405 1266 (Monday to Friday, 08:00 to 18:00 and Saturdays, 09:00 to 17:00).

Although the products on the site may be under guarantee, the site itself is offered on an "as it is" basis and is not set up or delivered according to your individual specifications.

It is your responsibility, before accepting these T&Cs, to determine whether the service available through this website satisfies your individual needs. Ideas and opinions expressed on this web site should not be regarded as professional advice, or as Be Libre's official stance.

We encourage you to obtain professional advice before taking any action on the strength of information, ideas or opinions expressed on this site.

15 Applicable Laws

This site is offered, controlled and run from the Republic of South Africa. As Such it is governed by South African legislation, and subject to the disputes clause in these T&Cs.

You and Be Libre are subject to the non-exclusive jurisdiction of the South African courts. Each and every section of these terms and conditions must be read as individual and separable from the rest of the terms and conditions.

Should any court or qualified authority find that any of the terms are invalid or unenforceable, the remainder of the terms and conditions will remain standing, despite invalidity or unenforceability of an individual term.

16 Changes to Terms and Conditions

Be Libre may, at its own discretion, change these terms and conditions or any part thereof. As indicated in the T&Cs, it is the responsibility of the registered account holder or user to familiarize yourself with the T&Cs before using the site. By registering, or using the site at all, you recognize that you've read, accepted and agreed to be bound by these T&Cs.

17 Disputes

Barring urgent or interim legal help that may be granted by a court of law: In the event of any disputes of any kind between you and Be Libre arising out of any situation catered for in these terms or conditions (or that arises out of these terms and conditions) and that cannot be resolved by the client service center, the dispute may be presented for confidential arbitration. Such arbitration will be handled according to the rules stipulated by the Arbitration Foundation of South Africa.

18 Terms and Discontinuation

These terms and conditions take effect on the date of first publication of the website and continue indeterminately. Be Libre is entitled to terminate these terms and conditions or close down the website at any time, subject to processing any pending purchases. If you don't meet your obligations regarding these terms and conditions, including any incidents about payment and price or an order, and you neglect to rectify such non-adherence within 5 working days after Be Libre has instructed you to do so, your access to the service will be blocked. We have the right to close your account and deny you access to the site, depending on the severity of your actions. Such action on the part of Spree will not have any negative effect on any damages Spree may claim.

19 Copyright and other intellectual property

Any and all copyright relating to the website, including these terms and conditions, is held by Be Libre. All rights not expressly given are reserved. You may download, view and print content from this site only for private and non-commercial ends. To obtain permission for commercial use of any content from this site, please send an email accounts@belibre.co.za, or call the client service line: 079 405 1266. All content, trademarks and data on this website, including but not limited to software, databases, text, graphics, icons, links, private information, designs and agreements, are the property of or under license of Be Libre. As Such they are protected by local and international legislation and agreements.

20 Electronic communication

When you sign up for a Be Libre newsletter, opt into marketing communication, register an account, conclude a purchase, visit the site or send an email to accounts@belibre.co.za, you agree to get electronic communication from Be Libre.

21 Links

No person, business or website may be linked to any page on this site without prior written permission from Be Libre. Such permission can be obtained by sending an email to accounts@belibre.co.za or by calling the client service line at 079 405 1266. No person, business or website may use any technology to glean information from this site without prior written permission from Be Libre. Such permission can be obtained by sending an email to accounts@belibre.co.za or by calling the client service line at 079 405 1266.

22 Belibre.co.za corporate information

The Electronic Communication and Transactions Act determine that when goods or services are provided via certain electronic transactions, the seller must make certain information public on the site where the goods or services are offered.