

SPRADA DIRECT TERMS & CONDITIONS

Terms & conditions:

Updated 18th August 2009

Sprada Direct is a business in the coffee industry that markets coffee and coffee related products.

1. COSTS

- **Prices:**
The price of each product is displayed with the product. In the event of a sale or special offer, the discounted price will be displayed.
- **Value Added Tax:**
Value added tax at the rate of 14% is charged on goods bought by South African residents and all prices displayed include VAT.
- **Merchant Outlet Country & Transaction Currency:**
The merchant outlet country at the time of presenting payment options to the cardholder is South Africa.
Transaction Currency is South African Rand (ZAR).

2. DELIVERIES

- **Delivery Policy:**
Subject to availability and receipt of payment, requests will be processed within 72 hours and delivery confirmed by way of waybill. Delivery charges will be based on service selection and quantity of order.
- **Delivery Fee Breakdown:**
Main Hub: R8 per kg MINIMUM delivery fee of R45
eg: 1kg = R45
5kg = R45
6kg = R48
8kg = R64

Regional: R60 basic regional surcharge PLUS R10 per kg
eg: 1kg = R60 + R10 = R70
5kg = R60 + R50 = R110
6kg = R60 + R60 = R120
8kg = R60 + R80 = R140
- **Delivery Times:**
All deliveries are couriered door to door. Delivery takes place within 3-5 working days after dispatch. Dispatch is initiated on receipt of payment.
If we are unable to deliver or the delivery will be delayed by us for any reason, we will notify you by e-mail as soon as possible.
- **Delays & Stock Shortages:**
Sprada Direct makes every effort to assure that the information supplied on it's website is accurate. Where delays and out of stock situations occur, Sprada Direct undertake to inform the client within 24 hours from time the order is placed and will refund the client in full within 10 working days.

3. PAYMENTS

- **Payment Options Accepted:**
Payment may be made via Visa, MasterCard or Diners credit cards or by bank transfer in the Sprada Direct bank account.
If the buyer selects the “pay via bank deposit” button, a sales order will be sent to the client and will be subject to the following rules:
 - The exact amount as per Sales order must be paid
 - The payment must be identified by supplying the order number and surname in the reference section of the deposit slip or on the electronic transfer
 - Cheque deposits are subject to a clearing period
- **Credit Card Acquiring and Security:**
Credit card transactions will be acquired for Sprada Direct via PayGate (Pty) Ltd who are the approved payment gateway for Standard Bank of South Africa. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.
- **Customer Details Separate from Card Details:**
Customer details will be stored by Sprada Direct separately from card details which are entered by the client on PayGate’s secure site. For more details on PayGate refer to www.paygate.co.za

4. AGREEMENTS OF SALE

- Placing an item in a shopping basket without completing the purchase cycle does not:
 - Constitute an agreement of sale between Sprada Direct and the user. Users cannot hold Sprada Direct liable if such items are not available when the purchase cycle is completed
- An agreement of sale between Sprada Direct and a user only comes into effect if and when:
 - A credit card authorization is received from PayGate or
 - A deposit of an electronic transfer is reflected on Sprada Direct’s bank statement (and only if such payment is received within 5 (five) business days after completion of the purchase cycle).
- Sprada Direct shall make all reasonable efforts to maintain correct prices. However, should errors occur and items are offered at incorrect prices, Sprada Direct will not be obliged to sell goods at such incorrect prices and shall only be liable to refund monies paid.

5. RETURNS/REFUND POLICY

- Cancellation of orders by the client will attract a 10% administration fee. Orders cancelled after delivery has been initiated by Sprada Direct, unless accepted and signed for, will attract a 30% administration fee + the full delivery cost. Goods damaged during transit will be replaced in full by Sprada Direct.
- Any parcel that appears to be damaged (packaging), must be checked in full (contents) before signing and accepting delivery. Once signed for, Sprada Direct cannot be made liable.
- Should Sprada Direct be unable to supply the goods ordered or offer alternatives, and should payment have been made, Sprada Direct will refund any amounts owing to the customer.

6. COUNTRY OF DOMICILE

- This website is governed by the laws of South Africa and Sprada Direct chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, Sprada House @ Tifosa Park, 5 Bell Crescent, Westake Business Park, Westlake, 7955

7. VARIATION

- Sprada Direct may, in its sole discretion, change this agreement or any part thereof at any time without notice.

8. PRIVACY POLICY

- Sprada Direct shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: <http://www.polity.org.za/html/govdocs/legislation/2000/act2.pdf>

9. COMPANY INFORMATION

- This website is run by Sprada Direct cc based in South Africa trading as Sprada Direct cc and with registration number 2003/021216/23 and Member: Udo Hans Klotz.
- Telephone: 0861 777 232
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