

TERMS AND CONDITIONS

This page contains the terms and conditions (“T’s & C’s”) on which you purchase, and we sell the items offered for sale on this website so, to enter into this agreement with us, you must have contractual capacity. You must also be legally entitled to use the credit card, debit card or any other payment method to make the purchase to the website. We reserve the right to select which banking cards and payment methods are acceptable to us and to amend this selection at any time.

You are advised to read the provisions in these Terms and Conditions cautiously, taking care to understand each of the provisions that apply to the sale of the item or items you wish to purchase on this website. Should you decide to place an order, you will be deemed to have read and understood the entire contents and will be bound by all these Terms and Conditions.

You may wish to retain a printed copy of these Terms and Conditions for reference purposes with regards to your purchase. However, please be advised that we reserve the right to amend the Terms and Conditions at any time, and you should therefore always read this page before making future purchases. Nothing in these Terms and Conditions is intended to deprive you of your rights or to avoid our obligations in terms of consumer protection legislation. If any provision appears to do so it shall be interpreted as being subject to such legislation.

PREFACE

By using this website to purchase goods, you are contracting with ithubelihle hypermarket, a division of ithubelihle multi financial services (Pty) Ltd (“IMFservices”).

(<https://www.ithubelihlehypermakert.co.za>) is the trading website for the business The website offers various product items for sale to customers via a web-based purchase only. Every transaction on the website is subject to these Terms and Conditions, with no exceptions what so ever.

Accordingly, by using the website, and/or registering an online profile with ithubelihle hypermarket, and/or placing an order and/or conducting a transaction on the website you are confirming in each instance your legal acceptance of, and agreement to be bound by these Terms and Conditions, as may be amended from time to time.

These Terms and Conditions provide the framework for ithubelihle hypermarket and you to enter into transactions from time to time, with the details of each specific transaction being contained in the documentation relevant to that particular transaction, but in all instances subject to the provisions of these Terms and Conditions.

WHOLE AGREEMENT

These Terms and Conditions apply to each, and every transaction made or to be made on this website. Your submission of an order on this website indicates your unreserved acceptance of these Terms and Conditions, applicable from the time of your order until and after your receipt of the ordered item or items. We retain the right to modify these Terms and Conditions from time to time and will publish the revised Terms and Conditions on the website.

Modifications to these Terms and Conditions will not operate retrospectively, and applicable Terms and Conditions will accordingly be those that are published at the time of your use of the website and/or a transaction in terms hereof.

Each instance of your use of the website will be your expressed recognition and acceptance of the Terms and Conditions published on the website. We reserve the right to discontinue making the

website or any part thereof available with or without notice to you. You may not amend, delete, or add to these Terms and Conditions in any manner whatsoever. If you attempt to do so, any such purported amendment, deletion or addition will be of no force or effect. Notwithstanding the above, your statutory and/or consumer rights are not affected by these Terms and Conditions.

ONLINE PROFILE

When placing an online order, a user profile will be created which will serve as consent to and acceptance of these Terms & Conditions and our Privacy Policy. You can also register an online profile on this website and will need to provide the personal information that is required for the registration process e.g., name, surname, mobile number, and physical address (where home delivery can be done, and you select home delivery).

By submitting the required information, you are warranting that all information is true and correct and agree that you will be held fully responsible and/or liable for the consequences of submitting false or incorrect information. It is your sole responsibility to update your account details should they change at any time after registration.

You are responsible for the activity that takes place on your account, and you confirm your awareness of the need to keep your account username and password secure. You shall inform us immediately if you become aware of or suspect that your account credentials have been compromised or if your account has been used without your permission.

THE ITEMS

We sell a various of product which include groceries, electronic appliances, and many more on the website. We have used our best endeavours to reflect the items offered for sale accurately but are not responsible for slight variations that may appear because of a range of factors, such as but not limited to your physical environment and electronic equipment used to view the items. You select an item or items of your own choice and are solely responsible to determine whether the item(s) is appropriate for your needs.

THE TRANSACTION

A “transaction” consists of: the selection of an item(s); the placing of an order; payment by you for the item(s) in the order; and acceptance of your order.

SELECTING AN ITEM

You need to adhere to the directives on the website with regards to placing an order, submitting an order, and making payment. The price of any Item offered for sale on the website will be the price that is reflected in respect of that item on the date on which you place your order.

ALL PRICES ARE QUOTED IN ZAR (SOUTH AFRICAN RAND)

Where applicable all prices are subject to the ruling South African Value Added Tax (VAT) rate and is already included in the price displayed on the website. The validity of the price as referred to above will not be affected by a price you may have seen in respect of the selected item either before or after the day on which you place your order. Once you have selected the item/s and placed an order (“the Order”), you will be advised of the total amount to be paid, inclusive of: the price of the item/s; any applicable taxes; any applicable charges for delivery; and any other charges that may apply to the transaction.

PLACING THE ORDER

In each instance that you submit an Order on this website, you agree that you do so subject to these Terms and Conditions, as published at the date you submit the Order. You are responsible for reviewing the latest Terms and Conditions each time you submit an Order. After you have submitted the Order, you will receive confirmation by WhatsApp, E-mail and/or SMS from us that the Order has been received, which does not amount to our acceptance of the Order and is simply an acknowledgment that it has been received. Once we have confirmed acceptance of the Order, a binding purchase transaction is created, and the Order cannot be cancelled once we have accepted it.

PAYMENT

At the time of placing the Order, you will make payment in full for the item(s) you have ordered. Payment must be made using a debit or credit card issued to you by a financial institution that is considered acceptable to us, via the payment method available on the website. Should you make use of a debit or credit card, the account or facility accessed via the use of the card must have sufficient funds or credit available for the full cost of the intended purchase of the item(s). We reserve the right to limit the payment methods available to you and/or to direct you to make payment in the manner required by us. We will not be obligated to supply or deliver any item(s) to you until such time as we have accepted the Order and received the cleared funds after payment.

ACCEPTANCE OF THE ORDER

If we accept the Order we will send you, via email and/or SMS, a valid tax invoice for the amount paid. Acceptance by us will be effective once we have transmitted the email and/or SMS referred to above and this will constitute valid acceptance irrespective of whether you, in fact, received the email and/or SMS. We are under no obligation whatsoever to accept the Order, and unless effective acceptance has taken place, we are entitled to reject the Order in our sole discretion and without providing you with a reason for our decision. Should we exercise our right to reject the Order, you will be informed of such fact and the payment will be refunded to you.

Once payment has been made you cannot cancel the Order. However, if you wish to be refunded for the purchase you can do so by contacting us via phone calls and other social platforms Only the official tax invoice referred to in 5.5.1 will constitute acceptance in accordance with these terms. Any other communication sent to you from us will not be construed as acceptance, irrespective of whether such communication is about or in any way related to the Order.

WARRANTIES

You warrant, if you make use of a debit, credit, that the card is your own card and that you are legally entitled to transact with the relevant card. You warrant that all details submitted to us in connection with the transaction are correct and accurate. You warrant that you will notify us of any changes in your account details on an ongoing basis, to ensure that our record of your information remains up to date.

BINDING AGREEMENT

A binding agreement between us is created at the time that acceptance of the Order takes place. This binding agreement is in respect of the item(s) duly listed in the tax invoice, which may not be all the items that you had included in the Order.

DELIVERY OF ITEM(S)

Your purchases can be delivered to your home (dependant on our courier services) or any of our partnered stores nationwide (within the borders of South Africa) as selected when placing the Order.

DELIVERY CHARGES

Delivery is R250 for outscatt places that means are places out of Durban and R65 for local that means are places that is surrounding Durban.

DELIVERY PERIODS

Notwithstanding the delivery periods indicated on the website, and due to factors out of our control, we do not guarantee an exact delivery date. Home delivery: Within 3-5 business days from date of order acceptance. Please note that during certain periods of high order volume, i.e., festive, our delivery periods might be slightly longer than usual. You will not have any claim of any nature whatsoever against us because of or related to delivery within a time that differs to that published on the website. Once the order has been received by us you will be notified by email and/or SMS at every touchpoint including order notification, payment, and delivery. We will also send you a tracking link once the order is out for delivery. For unsuccessful home deliveries the order will be cancelled and refunded. We do not accept liability for any loss if you have shared the order information with any other party or nominated another person to collect or receive the Order on your behalf.

RECEIPT OF ITEM(S)

On receipt of the order via the courier we advise that you inspect the contents of the parcel to ensure: The parcel is intact, undamaged, and unopened. The correct items are included; and the items are free from apparent defects and undamaged. If you discover issues with the Order and/or items of the Order for home deliveries, please notify Customer Care (0748467014) immediately. You are advised to exercise due care when opening the parcel and cautioned against the use of sharp objects when doing so.

RISK & OWNERSHIP IN THE ITEM/S

Risk and ownership in and to the item(s) passes to you once the parcel is delivered and accepted at your home for home deliveries.

TERMINATING A TRANSACTION

We may terminate the transaction if all the items you have ordered (or in the case of ordering a single item, the item you have ordered) are/is unavailable, and in such instance: We will inform you of the unavailability as soon as reasonably possible. We will refund the payment that has been made in respect of the unavailable item(s). If several items have been ordered in a single transaction, and not all items are available, we will refund you in respect of the unavailable item(s) and proceed with the transaction in respect of the items that are available.

In the unforeseen circumstances where a parcel is lost: We will inform you of this fact as soon as reasonably possible. We will refund the payment that has been made in respect of the lost item(s). In the case where the missing parcel is part of a larger order the remaining items will still be delivered to your home and in no way results in the termination of the transaction. Refunds will be processed immediately but can take up to 14 days to reflect in your bank account. You will not, for any reason, be able to terminate the transaction once payment has been made and the order accepted by us. You will have to take delivery of the parcel for home deliveries and then return the parcel for a refund and request a refund at the time of collection. Please note that the delivery fee is non-refundable.

ONLINE PURCHASE RETURN / REFUND POLICY

All online purchases can be refunded or exchanged with the following conditions: All refunds or exchanges must be done within 30 days from date of purchase. All refunds and exchanges must be accompanied by a printout of the electronic invoice. If a printout of the invoice is not available then the physical delivery note that accompanied the parcel, together with the electronic invoice must be presented. If only the physical delivery note is presented, then the refund will be at the current system price. Items must be in their original packaging if applicable. Items must be unworn with the original tags intact. For hygiene reasons underwear (excluding bras) may not be refunded or exchanged.

OPENING OF THE ORDER PARCEL:

If you discover upon opening of the parcel that there is an item or items missing or damaged: Please notify the us via phone call or social media platforms.

HOME DELIVERIES OR PARCEL OPENED AT A LOCATION OTHER THAN A STORE:

If an item is missing, please call Customer Care on 0748467014. Please note that the delivery fee is non-refundable. If an item is damaged, please return the item to your nearest store and they will replace the item or refund the purchase as per point 13.1 above.