

# Terms and Conditions

## 1. Important Notice

1.1. These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the “CPA”). Bean27 (“B27”) Terms and Conditions are as follows:

1.2. These Terms and Conditions contain provisions that appear in similar text and style to this clause and which:

- May limit the risk or liability of B27 or a third party; and/or
- May create risk or liability for the user; and/or
- May compel the user to indemnify B27 or a third party; and/or
- Serves as an acknowledgement, by the user, of a fact.

1.3. Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.

1.4. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask B27 to explain it to you before you accept the Terms and Conditions or continue using the website.

1.5. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or B27 in terms of the CPA.

1.6. B27 permits the use of this website subject to the Terms and Conditions. By using this website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this website if you do not agree to the Terms and Conditions.

## 2. Returns

2.1. Please refer to our Returns Policy for more information about returning products (and related refunds, replacements, or repairs). The Returns Policy is incorporated by reference (which means that it forms part of these Terms and Conditions).

## 3. Registration and use of the website

3.1. Only registered users may order goods on the website.

3.2. To register as a user, you must provide a unique username and password and provide certain information and personal details to B27. You will need to use your unique username and password to access the website in order to purchase goods.

3.3. You agree and warrant that your username and password shall:

- be used for personal use only; and

- not be disclosed by you to any third party.

3.4. For security purposes you agree to enter the correct username and password whenever ordering goods, failing which you will be denied access.

3.5. You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable for payment of such order, save where the order is cancelled by you in accordance with these Terms and Conditions.

3.6. You agree to notify B27 immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm.

3.7. By using the website you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.

3.8. You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the website. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the website or the information contained herein, without the prior written consent from an authorised B27 representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this website).

3.9. You may not use the website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful. You may not in any way display, publish, copy, print, post or otherwise use the website and/or the information contained therein without the express prior written consent of an authorised B27 representative.

## **4. Conclusion of sales and availability of stock**

4.1. Registered users may place orders for goods, which B27 may accept or reject. Whether or not B27 accepts an order depends on the availability of goods, correctness of the information relating to the goods (including without limitation the price) and receipt of payment or payment authorisation by B27 for the goods.

4.2. NOTE: B27 will indicate the acceptance of your order by delivering the goods to you or allowing you to collect them, and only at that point will an agreement of sale between you and B27 come into effect (the "Sale"). This is regardless of any communication from B27 stating that your order or payment has been confirmed. B27 will indicate the rejection of your order by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.

4.3. Prior to delivery or your collection of the goods, you may cancel an order at any time provided you do so before receiving a dispatch or delivery notice. After delivery or your collection of the goods, you may return the goods only in accordance with the Returns Policy.

4.4 Placing goods in a shopping basket without completing the purchase cycle does not constitute an order for such goods, and as such, goods may be removed from the shopping basket if stock is no longer available, or the price thereof might change without notice to you. You cannot hold B27 or liable if such goods are not available or are not available at the particular price when you complete or attempt to complete the purchase cycle at a later stage.

4.5 You acknowledge that stock of all goods on offer is limited, and that pricing may change at any time without notice to you. In the case of goods for sale by B27, B27 will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are discontinued on the website. However, we cannot guarantee the availability of stock. When goods are no longer available after you have placed an order, B27 will notify you and you will be entitled to a refund of any amount already paid by you for such goods.

## 5. Payment

5.1. We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.

5.2. Payment may be made for goods via the following methods (depending on its availability and/or your eligibility to use such a method) -

- Debit card: where payment is made by debit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation your order for the goods will be cancelled. You warrant that you are fully authorised to use the debit card supplied for purposes of paying the goods. You also warrant that your debit card has sufficient available funds to cover all the costs incurred as a result of the services used on the website;
- Credit card: where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation your order for the goods will be cancelled. You warrant that you are fully authorised to use the credit card supplied for purposes of paying the goods. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the website.

5.3. You may contact us via Customer Service to obtain a full record of your payment. We will also send you email communications about your order and payment.

5.4. Once you have selected your payment method you will be directed to a link to a secure site for payment of the applicable purchase price for the goods.

## 6. Delivery of goods

6.1. B27 offers 2 (two) methods of delivery of goods to you. You may elect delivery via:

- Courier; or
- Self-collection.

6.2. For more information about delivery, please contact Customer Service. Our delivery charges are subject to change at any time, without prior notice to you, so please check Customer Services for the most up-to-date information. You will see the applicable delivery charges in your cart when you check out.

6.3. Where it accepts your order, B27 will deliver the goods to you as soon as reasonably possible, but no later than 2 (two) days of receipt of your payment (“delivery period”). We will notify you if we are unable to deliver the goods during the delivery period. You may then, within 3 (three) days of receiving such notification elect whether or not to cancel your order for the goods. If you elect to cancel your order, we will reimburse you for the purchase price with store credit.

6.4. B27’s obligation to deliver a product to you is fulfilled when we deliver the product to the physical address nominated by you for delivery of the order. B27 is not responsible for any loss or unauthorised use of a product, after it has delivered the product to the physical address nominated by you.

6.5. The onus is on the customer to ensure that there is a person, of legal age if the delivery includes alcoholic beverages, present to receive the order that the customer has requested delivery of on a specific date. Should the delivery fail due to a lack of recipient upon arrival, the customer can choose one of two options:

- Re-attempt delivery for an additional delivery charge of the standard rate, or
- The customer may collect their order at our warehousing facility.

6.5.1. If the re-attempted delivery is failed the customer’s order will be cancelled, and the customer may receive reimbursement in the form of store credit.

## 7. Errors

7.1. We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of goods on the website. However, should there be any errors of whatsoever nature on the website (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding you for any amount already paid, or otherwise as set out in the Returns Policy.

7.2. B27 shall not be bound by any incorrect information regarding our goods displayed on any third-party websites.

## 8. Gift Vouchers & Coupons

8.1. B27 may from time to time make physical or electronic gift vouchers (“Gift Vouchers”) and promotional coupons or discounts (“Coupons”) available for use on the website towards the purchase of B27 goods. Gift Vouchers and Coupons can only be redeemed while they are valid and their expiry dates cannot be extended. More specifically:

## **8.2. Gift Vouchers**

8.2.1. Gift Vouchers that are purchased by registered users are valid for 3 years after Sale. Gift Vouchers that B27 gives away for free are valid for the period stated thereon. In each case, if your Voucher has not been used within that period, it will expire.

8.2.2. Gift Vouchers cannot be used to buy other Gift Vouchers or Coupons. They do not accrue interest and are not refundable for cash once purchased or otherwise obtained. If your Gift Voucher value is less than the amount required to cover the full order you wish to place, you may make up the difference by paying via one of our other payment methods.

8.2.3. B27 is not responsible for any harm due to the loss, unauthorised use or unauthorised distribution of a Gift Voucher, after it has delivered the Gift Voucher to you, or the email address nominated by you.

## **8.3. Coupons**

8.3.1. There are two types of Coupons; a Coupon with a fixed amount of a discount, e.g. R100 off (“Fixed Coupon”), and a Coupon with a percentage discount, e.g. 10% off (“Percentage Coupon”).

8.3.2. Coupons are issued in B27’s sole discretion and we are entitled at any time to correct, cancel, or reject a Coupon for any reason (including without limitation where a Coupon has been distributed in an unauthorised manner). Users do not have a right to Coupons, and Coupons cannot be earned. Coupons are issued under specific terms and conditions regulating when and how they may be used.

8.3.3. As a general rule, and unless specified otherwise on the specific Coupon itself:

- each Coupon can only be used once;
- only one Coupon can be used per order;
- only one Coupon can be used on the website per person per promotion/campaign;
- Percentage Coupons may only be redeemed on purchases with a total cart value of less than R5,000;
- where a Percentage Coupon has been used and you wish to cancel any items in the order prior to making payment, the entire order must be cancelled. You will be issued with a new Percentage Coupon and will need to place the order again, without the item that you wished to cancel;
- a Coupon must be used at check-out – it cannot be used later on existing orders; and
- the value of the Coupon will be set off against the value of your shopping basket and the balance remaining, if any, will be payable by you.

8.3.4. Coupons cannot be used to buy Gift Vouchers or other Coupons, and cannot be exchanged or refunded for cash or credit. B27 is not responsible for any harm due to the loss, unauthorised use, or distribution of a Coupon.

8.3.5. If for any reason a Coupon does not reflect on the final amount due from you at check-out, you can contact us here to confirm if the Coupon is still valid. If B27 confirms that the Coupon is still valid and you have already placed your order, you can choose whether to cancel the order and place it again with the Coupon, or you can use the Coupon on your next order within the limitations of the specific Coupon's terms and conditions.

8.3.6. You may be required to submit the original communication containing the Coupon code, and any other information reasonably requested by B27 before you are able to use a Coupon.

## 9. Liquor

9.1. B27 sells liquor under commercial liquor license number GLB6000005444

9.2. It is an offence in terms of South African liquor legislation:

- for any person under the age of 18 years to purchase, or attempt to purchase, liquor and/or to present false evidence of his/her age in order to access liquor; and/or
- to purchase liquor for or on behalf of any person under the age of 18 years.

9.3. B27 is committed to complying with all applicable liquor legislation and therefore will only;

- sell liquor to you if you are of or above the age of 18 years; and
- deliver liquor to the address chosen by you if the liquor is received at such address by a person of or above the age of 18 years.

9.4. B27 has implemented a number of precautions to ensure that it does not sell, supply and/or deliver liquor to persons under the age of 18 years. These precautions include without limitation:

indicating on the relevant liquor product page on the website that such liquor product is not for sale to persons under the age of 18 years;

- verifying your age by requesting you to enter your date of birth when purchasing, or attempting to purchase, liquor through the website;
- verifying the age of the person receiving delivery of the liquor by requesting to see his/her identity document, passport, or driver's license, if such person appears to be under the age of 18 years.

9.5. B27 may in its sole discretion refuse to sell or deliver liquor to any person if:

- They refuse to provide their date of birth or identification requested for purposes of verifying their age;
- it appears that they provided false information or evidence of their age in order to access liquor; or
- they appear to be intoxicated.

9.6. B27 is not licenced to sell liquor for resale, and you may accordingly not purchase liquor from B27 for the purpose of reselling it. B27 is entitled to cancel, or not to process, any order for liquor which it suspects will be resold, in addition to any other remedy it may have under these Terms and Conditions or at law.

9.7. B27 will not sell liquor exceeding a total weight of 200 kilograms to any one person in a single day.

9.8. By purchasing, or attempting to purchase, liquor from B27, you hereby acknowledge and agree to these Terms and Conditions and agree to provide B27 with truthful and accurate information and to comply with the applicable liquor legislation.

## **10. Privacy policy**

10.1. We respect your privacy and will take all reasonable measures to protect it, as more fully detailed in our Privacy Policy, which is incorporated by reference.

## **11. Changes to these Terms and Conditions**

11.1. B27 may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the website.

11.2. Any such change will only apply to your use of this website after the change is displayed on the website. If you use the website after such amended Terms and Conditions have been displayed on the website, you will be deemed to have accepted such changes.

## **12. Electronic communications**

12.1. When you visit the website or send emails to us, you consent to receiving communications from us or any of our divisions, affiliates, or partners electronically in accordance with our privacy policy as set out in clause 10 above.

## **13. Ownership and copyright**

13.1. The contents of the website, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this website ("website Content") are protected by law, including but not limited to copyright and trademark law. The website Content is the property of B27, its advertisers and/or sponsors and/or is licensed to B27.

13.2. You will not acquire any right, title or interest in or to the website or the website content.

13.3. Any use, distribution or reproduction of the website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law. To obtain permissions for the commercial use of any website Content contact us via Customer Service.

13.4. Where any of the website Content has been licensed to B27 your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third-party terms and conditions.

## **14. Disclaimer**

14.1. The use of the website is entirely at your own risk, and you assume full responsibility for any risk or loss resulting from use of the website or reliance on any information on the website.

14.2. Whilst B27 takes reasonable measures to ensure that the content of the website is accurate and complete, B27 makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability, or functionality of the website or as to the accuracy, completeness or reliability of any information on the website. If any such representations or warranties are made by B27's representatives, B27 shall not be bound thereby.

14.3. B27 disclaims liability for any damage, loss, or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the website and/or any content therein unless otherwise provided by law.

14.4. Although goods sold from the website may, under certain specifically defined circumstances, be under warranty, the website itself and all information provided on the website is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.

14.5. Any views or statements made or expressed on the website are not necessarily the views of B27, its directors, employees and/or agents.

14.6. In addition to the disclaimers contained elsewhere in these Terms and Conditions, B27 also makes no warranty or representation, whether express or implied, that the information or files available on the website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or willful misconduct of B27, its employees, agents or authorised representatives. B27 thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in in connection with your access to or use of the website.

## **15. Linking to third party websites**

15.1. This website may contain links or references to other websites ("Third-Party websites") which are outside of our control, including those of advertisers. These Terms and



Conditions do not apply to those Third-Party websites and B27 is not responsible for the practices and/or privacy policies of those Third-Party websites or the “cookies” that those sites may use.

15.2. Notwithstanding the fact that the website may refer to or provide links to Third Party websites, your use of such Third-Party websites is entirely at your own risk, and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party websites or your reliance on any information contained thereon.

## **16. Limitation of liability**

16.1. B27 cannot be held liable for any inaccurate information published on the website and/or any incorrect prices displayed on the website, save where such liability arises from the gross negligence or wilful misconduct of B27, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors by way of Customer Services.

16.2. B27 shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from your use of, or reliance upon, the website or the content contained in the website; or your inability to use the website, and/or unlawful activity on the website and/or any linked third party website.

16.3. you hereby indemnify B27 against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of this website and/or any linked third-party website.

## **17. Availability and termination**

17.1. We will use reasonable endeavours to maintain the availability of the website, except during scheduled maintenance periods, and are entitled to discontinue providing the website or any part thereof with or without notice to you.

17.2. B27 may in its sole discretion terminate, suspend, and modify this website, with or without notice to you. You agree that B27 will not be liable to you in the event that it chooses to suspend, modify or terminate this website other than for processing any orders made by you prior to such time, to the extent possible.

17.3. If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of the price of an order for any goods, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to the website without any prejudice to any claims for damages or otherwise that we may have against you.

17.4. B27 is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing the website and/or have created multiple user profiles to take advantage of a promotion or Coupon intended by B27 to be used once-off by you, to blacklist you on its database (including suspending or terminating your access to the website), refuse to accept or

process payment on any order, and/or to cancel any order concluded between you and B27, in whole or in part, on notice to you. B27 shall only be liable to refund monies already paid by you (see B27's Returns Policy in this regard) and accepts no other liability which may arise as a result of such blacklisting and/or refusal to process any order.

17.5. At any time, you can choose to stop using the website, with or without notice to B27.

## **18. Governing law and jurisdiction**

18.1. These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

18.2. In the event of any dispute arising between you and B27, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Western Cape Division, Cape Town) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

18.3. Nothing in this clause or the Terms and Conditions limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

## **19. General**

19.1. B27 may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the website or the user's right to use the website or any of its contents subject to us processing any orders then already made by you.

19.2. You may not cede, assign, or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.

19.3. Any failure on the part of you or B27 to enforce any right in terms hereof shall not constitute a waiver of that right.

19.4. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

19.5. No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

19.6. No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show grant or allow to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped



from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

19.7. These Terms and Conditions contain the whole agreement between you and B27 and no other warranty or undertaking is valid, unless contained in this document between the parties.