

**Clearance Warehouse Africa (Pty) Ltd
(Generally referred to as CWA)
Terms and Conditions**

Store 7, Byls Bridge Promenade, Bloukrans Road,
Highveld, Centurion, 0169.
T: (012) 653 0842
N4 Gateway Industrial
Park, Silverlakes, Pretoria, 0184
T: (012) 786 0203

U: www.cwafrica.co.za
Registration number: 2017/009635/07
VAT Number: 4570281818
"Securing online buying and selling through Direct
Interaction"

Initial:

Prologue:

Clearance Warehouse Africa (Pty) Ltd strives to bring you great quality furniture, both new and pre-loved, at an affordable price with exceptional service.

Our products and services are subject to the terms and conditions as set out below, and our rights to amend these terms and conditions from time to time are reserved.

Acceptance of goods

1. Please note that it is your responsibility to ensure that the items ordered are suitable to your specific circumstances, that you have perused the specific product's limitations and restrictions, and that the products will fit within the area it is to be delivered at.
 - a. If the items do not fit, and needs to be returned, the Refund Policy below will come into effect.
2. Upon delivery ensure that a responsible person is available to:
 - a. Receive the items;
 - b. Inspect the quality;
 - c. Sign the delivery note;
3. Items which are in your possession for a period exceeding 7 days will be deemed delivered free of any defects or errors and no refund, in accordance with the refund & returns policy set out below, will be supplied.
4. PLEASE ENSURE THAT YOU KEEP THE ORIGINAL PACKAGING IN CASE YOU HAVE ANY REASON TO RETURN YOUR PURCHASE (subject to our returns policy).
5. You must notify in us writing if a product has been delivered incomplete within 48hours of your receipt thereof info@cwafrica.co.za; accounts@cwafrica.co.za
 - a. If no query is raised within 48 hours the products will be deemed delivered as complete.
 - b. Any issues regarding incomplete delivery raised after the 48-hour period will be dealt with on an ad hoc basis at the sole discretion of Clearance Warehouse Africa (Pty) Ltd.
6. The risk of the goods shall pass to you, the customer, on arrival at the delivery address, as advised by you.
 - a. All liability passes onto you as the customer and recipient upon delivery and Clearance Warehouse Africa (Pty) Ltd will not be held liable for any damages incurred by you as the customer and recipient.

Delivery of Furniture

1. Please ensure that we can access the place of delivery and that you clear the space for the goods before we deliver.
 - a. Clearance Warehouse Africa (Pty) Ltd cannot be held liable for any damages to your premises or items during the delivery process.
2. We can only deliver the goods if they can fit in lifts, on staircases, through passages and through doors at the delivery, address.
 - a. If delivery is impossible due to access issues, the items will be returned to the store and you will be held liable for the direct transport expenses incurred.
3. Due to safety issues we do not hoist goods onto balconies.
4. Our delivery team is not permitted to rearrange your furniture or clear areas in preparation for delivery.
5. We always deliver assembled goods, or we assemble the goods on site.
 - a. No self-assembly is allowed by the customer/recipient.
6. We take no responsibility for any damage to the goods or personal injury you or anyone else may suffer if you choose to assemble the goods yourself.

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7. Goods delivered will be unwrapped on site and the packing and wrapping material removed unless requested otherwise.
 - a. Upon unwrapping a mutual inspection of the items delivered will be conducted and the quality and acceptability thereof be signed off by both the delivery staff and the customer.
8. The delivery team are not permitted to load or remove any of your unwanted items.
9. It is your responsibility to remove all items of value from the delivery site and that your pets and small children are secured in a safe location away from the delivery site.
10. We do not take responsibility for any items claimed to be missing or any breakages during a delivery.

Delays as result of deliveries

1. We will contact you once your order and delivery address is received. We will confirm availability and delivery cost.
2. We will endeavour to deliver goods within the advised time periods, but goods are subject to availability and delay in the delivery of goods are frequently in the hands of a third party and sometimes outside our control.
3. Drivers cannot specify an exact hour of delivery.
4. Our failure to meet approximate delivery dates will not be grounds for you to cancel the sale.
5. Some purchases may be delivered in one or more deliveries.
6. We will only deliver goods to the address on the order and goods will not be left without a signature.
7. You are required to make all the necessary arrangements to accept delivery of the goods whenever they are scheduled for delivery.
8. If you are not at home on the date that has been agreed and the delivery agent cannot contact you, we reserve the right to charge you for the re-delivery cost.

Damaged Goods

1. Damaged goods must be returned to us at the client's own cost for inspection and testing.
 - a. Such damages to exclude any issues noted upon delivery.
2. Damaged goods will be exchanged if returned on date of purchase, if the purchase exceeds 7 days the item will be send to the manufacturer for repairs or replacement.

Returning of Goods

1. Goods may be returned if you are not completely satisfied with your purchase for any reason (other than if it is defective) and you wish to return it, you may do so within 7 days.

The goods must be in their original condition and packaging. We do not accept the return of mattresses.

Goods can be returned in the following ways

1. You can contact us on (012) 653 0842 OR (012) 786 0203 or email us at info@cwafrica.co.za and we will arrange to collect the item from you within 3-10 working days.

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Refunds

1. Refunds will be at our discretion and no refunds will be considered after 7 days from purchases.
2. The final discretion lies with Clearance Warehouse Africa (Pty) Ltd whether upon return a credit note/voucher will be supplied alternatively a cash refund.
 - a. In the event that Clearance Warehouse Africa (Pty) Ltd chooses to supply a cash refund (in electronic transfer format) same will be subject to the following deductions:
 - i. Travel/delivery/collections costs of R_____ (per trip).
 - ii. Transactional costs or R_____.
3. NO CASH/ELECTRONIC TRANSFER REFUNDS unless specifically authorised by Clearance Warehouse Africa (Pty) Ltd management.
4. Subject to the reasons, you might be asked to choose another item.

Methods of Payment

1. Prior to delivery Clearance Warehouse Africa (Pty) Ltd will be entitled to full payment upon acceptance of your order.
2. By entering into the transaction, you are submitting and agreeing that you are:
 - 2.1. Over the age of 18 years old;
 - 2.2. You are authorised to make payment using the specific method (Debit/Credit Card, Electronic Fund Transfer etc);
 - 2.3. Warrant that you have sufficient funds available for the transfer/payment;
 - 2.4. Consent that we are entitled to provide your personal information to a third party to enable us to perform in accordance with the agreement.
3. If payment is made via Electronic Fund Transfer (EFT), we reserve the right to withhold delivery for a period of 7 days to ensure clearing of the funds on our statement of account.
4. We endeavour to create a safe transactional space and therefore our online Credit/Debit card facilities are contracted to Paygate & Mobicred.
 - 4.1. By utilising these payment systems, you agree and warrant that you have read and understand their respective Terms and Conditions and that same will apply mutatis mutandi.

Cancellations

1. You may in certain instances cancel your order.
2. You can cancel your order before it is dispatched for delivery call us or email us to do so.
3. If you cancel an order and the goods have already left Clearance Warehouse Africa, you will be liable for the delivery fee and a cancellation fee of 15% of the price of the goods.
4. We can only process refunds once we have confirmed that the goods have been returned to our warehouse.
5. If cancellation of an order is initiated by us, no cancellation fees will be payable.
6. Please contact our customer services at (012) 653 0842 OR (012) 786 0203 if you have any queries regarding cancellation.
7. Special orders cannot be cancelled.

Guarantees

1. All products supplied are covered by the terms and conditions of the manufacturer's guarantee.
2. No further or additional warranties or undertakings will be given by us in regard to the goods.
3. Our pre-owned range of items do not carry any guarantees.

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Returns Policy

1. Subject to what is recorded under this returns policy clause, if returns are received by us after 7(seven) days from the date of delivery, we will not be obliged to accept the returned goods for the purpose at all.

Privacy Statement

1. We are committed to protecting your privacy.
2. We will only use the information that you provide, for lawful purposes.
3. We obtain information about you only to process your order and provide you with the best possible service.
4. We will endeavour to ensure that the information we hold will be accurate and up to date and we agree to keep such information secure.

Restrictions on use of material

1. Material on the Clearance Warehouse Africa website may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, without the prior written consent from Clearance Warehouse Africa.

Trademarks

1. All company names, logos, trademarks, product names, images, or photographs displayed in this website are the property of their respective owners.

Amendment to Terms

1. Clearance Warehouse Africa reserves the right to amend these terms and conditions without notice.

Disclaimer

1. It is our intention that all information on our website, Facebook and online marketing is as accurate and up to date as possible. However, we cannot guarantee this.
2. If you wish to purchase an item which is already sold, you will be contacted at the soonest to arrange for an alternative item or a refund.
3. We shall have the right to refuse or cancel any orders to take account of any increase in our suppliers' prices, or the imposition of any taxes or duties, or if due to an error or omission the price published for the goods is wrong whether or not the order has been confirmed.
4. Errors on our website are rare, but mistakes can happen.
5. In the unlikely event of an error in price being made on our website, we will contact you and give you the opportunity to amend or cancel your order.
6. If your credit card has already been charged and we subsequently cancel your order, we will immediately issue a credit to your credit card account in the value of the incorrect price (including delivery charges).
7. We will not be liable for any injuries or financial loss from accidents related to the order or loss of time and monies resulting from delays, non-deliveries and wrong delivery.
8. Price and availability information are subject to change without notice.

Essentially, your signature means that you have read the agreement, agree to its terms and conditions, intend to enter into the agreement, and are legally authorized and mentally competent to do so.

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Please take note, that your set purchased on lay-by might still be in production should you decide to settle the amount before your term has ended.

Name and Surname: _____

Signature: _____

Date: _____

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