

MS Tutors Terms and Conditions: Shop

1. Introduction

The MS Tutors website can be accessed at www.mstutors.co.za and is owned and operated by MS Tutors (“MS Tutors”, “we”, “us” and “our”).

These Website Terms and Conditions (“Terms and Conditions”) govern the ordering, sale and delivery of Goods, and the use of the Website.

These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website (“you”, “your” or “user”), including without limitation each user who registers as contemplated below (“registered user”).

By using the Website and by clicking on the “Register Now” button on the Website, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.

The Website enables you to shop on-line for stationary, clothing, reading materials, courses and tutoring bundles (“Goods and Services”).

2. Important Notice

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

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

- 2.1. may limit the risk or liability of MS Tutors; and/or
- 2.2. may create risk or liability for the user; and/or
- 2.3. may compel the user to indemnify MS Tutors; and/or
- 2.4. serves as an acknowledgement, by the user, of a fact.

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

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

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 MS Tutors in terms of the CPA.

MS Tutors 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.

3. No hidden fees or buying obligations

By creating or registering on our website that does not mean sale or purchase until the checkout process is completed.

There are no hidden fees in the creating of the account except when it is a learner that has purchased a lesson bundle that includes our handling of the learners portfolio

NO one is forced to buy and when to buy, they buy when they are ready.

4. No unsolicited emails

When you choose to visit our website or send emails to us, you consent to receiving communications from us in accordance with our privacy policy.

5. Returns

Should you, as an MS Tutors customer, not be completely satisfied with the product you have purchased from us, you may return the product to us and we will either repair/replace it, or credit your account. Take heed to ensure that any return must be in mint condition, especially if the return is a book or any other reading material.

It is the duty of the customer to make sure that all returns should occur within 21 days.

Lesson bundles may not be returned. However, the customer may receive the pro rata money / purchase price of the lesson bundle, should the customer be dissatisfied with the Tutor's services, unless the contrary position is stated on the specials or promotions policy.

Products such as masks / face masks may not be returned once the protective packaging has been opened / used. Such a return is prohibited for health reasons.

This Policy applies to products purchased from MS Tutors on the www.mstutors.co.za platform.

This Policy forms part of the MS Tutors Terms and Conditions, and so words defined and utilised in the Terms and Conditions have the same meaning in this Policy, unless the context indicates otherwise. Nothing in this Policy is intended to limit your statutory rights in any way.

5.1. Preparing your products for a return

To ensure your request is processed as quickly as possible you are responsible for the following when returning your products;

5.1.1. package your products safely and securely for protection during transit;

5.1.2. clearly mark your return reference number on the outside of the parcel; and

5.1.3. include all accessories and parts that were sold with the product;

5.1.4. products such as masks may not be returned once the packaging has been opened / used, due to concerns of safety and health.

Failure to adhere to any of these requirements could delay the processing of your request or result in its decline altogether.

5.2. Unwanted products

You can return an unwanted product to us at no charge, provided:

5.2.1. it is undamaged and unused, with the original labels and stickers still attached;

5.2.2. save in relation to used products, it is in the original packaging, which must be undamaged and in its original condition with all seals still intact (if applicable);

5.2.3. it is not missing any accessories or parts;

5.2.4. you log a return on the Website within 30 days of delivery to you or collection by you of the unwanted product. After 30 days, you may only return a product if it is defective; and

5.2.5. it is not one of the products listed.

We will collect the product from you at no charge. Once we have inspected the product and validated your return, we will credit your account with the purchase price of the product within 10 days of the return (or refund you if that is your preference).

5.3. Exchange of products

Stationery, hard copy reading material, any MS Tutors clothing products or any other product supplied by MS Tutors, may be exchanged for different hard copy reading material or variation in stationary or clothing materials, provided that such variation is available. Any used product(s) may only be exchanged for a variation of the same used product, if such variation is available. In such a case, we will collect the product from you and deliver the requested product to you at no charge. If such variation is not available, we will credit your account with the purchase price of the product within 10 days of the return (or refund you if that is your preference).

MS Tutors is entitled to inspect the product to validate your return.

5.4. Mistaken order(s)

If MS Tutors accidentally delivers the wrong product to you, or if the product is not as described on the Website, please notify us and we will collect the product from you at no charge. If the product is missing any accessories or parts, you will need to follow the process set out in the section below.

Once we have inspected the product and validated your return, we will at your choice deliver the correct product to you as soon as possible (if the correct product is available); or credit your account with the purchase price of the product within 10 days of the return (or refund you if that is your preference).

5.5. Products damaged on delivery

Should a product be damaged or missing any parts or accessories at the time of delivery / collection, **please notify us within 7 days** of such delivery / collection by logging a return on the Website.

MS Tutors will arrange to collect the product from you at no charge. Once we have inspected the product and validated your return, we will at your choice repair / replace the product as soon as possible (if such repair is possible/ we have the same product in stock to use as a replacement) or credit your account with the purchase price of the product (or refund you if that is your preference).

5.6. Defective products

MS Tutors prides itself on providing and delivering products that are without defects.

A defective product is a product which contains a material imperfection in the manufacture of the product or any characteristic of a product, which makes the product less acceptable than one would reasonably be entitled to expect in the circumstances.

MS Tutors would like to bring to your attention that the following will **NOT** be regarded as defects and will not entitle you to a return under this section:

5.6.1. faults resulting from normal wear and tear;

5.6.2. damage arising from negligence, user abuse or incorrect usage of the product;

5.6.3. damage arising from electrical surges or sea air corrosion;

5.6.4. damage arising from a failure to adequately care for the product;

5.6.5. damage arising from unauthorized alterations to the product;

5.6.6. where the specifications of a product, although accurately described on the Website and generally fit for its intended purpose, do not suit you.

6. Privacy Policy

We respect your privacy and will take reasonable measures to protect it, as more fully detailed below.

Should you decide to register as a user on the Website, we may require you to provide us

with personal information which includes but is not limited to -

6.1.1. your name and surname;

6.1.2. your email address;

6.1.3. your physical address;

6.1.4. your gender;

6.1.5. your mobile number; and

6.1.6. your date of birth.

Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update your personal information.

You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

MS Tutors undertakes to use your personal information for the below-mentioned purposes:

6.1.7. in relation to the ordering, sale and delivery of Goods and or Services;

6.1.8. to contact you regarding current or new goods or services or any other goods offered by us; (unless you have opted out from receiving marketing material from us);

6.1.9. to inform you of new features, special offers and promotions offered by us (unless you have opted out from receiving marketing material from us); and

6.1.10. to improve our product selection and your experience on our Website by, for example, monitoring your browsing habits, or tracking your sales on the website; or

6.1.11. disclose your personal information to any third party other than as set out below:

6.1.11.1. to our employees and/or third party service providers who assist us to interact with you via our Website, email or any other method, for the ordering of goods or when delivering goods to you, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently;

6.1.11.2. to law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity, or to investigate violations of these Terms and Conditions;

6.1.11.3. to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us and not for their own benefit;

6.1.11.4. to our suppliers in order for them to liaise directly with you regarding any faulty goods you have purchased which requires their involvement; and

6.1.11.5. to any Third Party Seller for purposes of sending you an invoice for any Goods purchased from such Third Party Seller, which disclosed information will be limited to your email address.

We are entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property. In the event of a fraudulent online payment, MS Tutors is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

We will ensure that all of our employees, third party service providers, divisions, affiliates and partners (including their employees and third party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations in relation to your personal information.

MS Tutors will -

6.1.11.6. treat your personal information as strictly confidential, save where we are entitled to share it as set out in this policy;

6.1.11.7. take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;

6.1.11.8. provide you with access to your personal information to view and/or update personal details;

6.1.11.9. promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;

6.1.11.10. provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and

6.1.11.11. upon your request, promptly return or destroy any and all of your personal information in our possession or control, save for that which we are legally obliged to retain.

We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a period longer than 5 (five) years, as required by law.

MS Tutors undertakes never to sell or make your personal information available to any third party other than as provided for in this policy.

Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.

If you disclose your personal information to a third party, such as an entity which operates a website linked to this website or anyone other than MS Tutors, MS Tutors shall not be liable for any loss or damage, howsoever arising, suffered by you as a result of the disclosure of such information to the third party. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.

Our website makes use of “cookies” to automatically collect information and data through the standard operation of the Internet servers. “Cookies” are small text files a website can use (and which we may use) to recognise repeat users, facilitate the user’s on-going access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content, and to display more focused advertising to a user by way of third party tools. The type of information collected by cookies is not used to personally identify you. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note that cookies may be necessary to provide you with certain features available on our Website, and thus if you disable the cookies on your browser you may not be able to use those features, and your access to our Website will therefore be limited. If you do not disable “cookies”, you are deemed to consent to our use of any personal information collected using those cookies, subject to the provisions of the privacy clause set out herein.

7. Registration and use of the website

Only registered users may order goods or services on the website.

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

You agree and warrant that your user name and password shall:

- 7.1. be used for personal use only; and
- 7.2. not be disclosed by you to any third party.

For security purposes you agree to enter the correct user name and password whenever ordering goods and or services, failing which you will be denied access.

You agree that, once the correct user name and password relating to your account have been entered, irrespective of whether the use of the user name 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.

You agree to notify MS Tutors immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your user name and password and to take steps to mitigate any resultant loss or harm.

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.

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 MS Tutors representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this website).

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 MS Tutors representative.

8. Price

The prices listed on the website can change at any time, at MS Tutors' discretion, however once purchase is agreed and concluded prices are not subject to changes.

The prices of the listed products have no VAT and be subject to VAT in near future but this will be communicated in the checkout process, the prices excludes a delivery charge.

8.1. Bundle Deals

Bundle deals will be advertised to the registered users which will include but not limited to stationery, clothing, PPE's and Lesson bundles. The bundle deals will qualify users to a discount that will not be applicable on a single item or service.

8.2. Discounted Deals

The discounted deals or promotions will be advertised to the registered users of the website and may be for individualized items which with no limitation may include delivery rates.

8.3. Vouchers

Vouchers will be mainly promotional and non transferable and applicable for a limited price which will qualify user to items or services that will be specified per the voucher's terms and conditions.

9. Payments

We are committed to providing secure on-line payment facilities. We make use of trusted third party service providers that have their own Terms and Conditions, your obligation is to familiarize yourself with them.

Payment for the goods sold by MS Tutors can be made via the following methods-

9.1. debit card;

9.2. credit card;

9.2.1. where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment;

9.2.2. 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;

9.2.3 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;

9.2.4. direct bank deposit or electronic funds transfer,

9.2.4.1 if you pay via direct bank deposit or electronic funds transfer, payment must be made within 5 (five) days of placing your order. MS Tutors will not accept your order if proof of payment has not been sent or received;

9.3. Instant EFT.

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

Once you have selected your payment method (save for cash on delivery or direct bank deposit), you will be directed to a link to a secure site for payment of the applicable purchase price for the Goods.

10. Delivery

MS Tutors offers 2 (two) methods of delivery of Goods to you. You may elect delivery via:

10.1.1. courier; or

10.1.2. self-collection.

MS Tutors' 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. MS Tutors 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.

11. Security policy

MS Tutors undertakes to provide and ensure that the customer may transact and safely purchase any of the products that MS Tutors is selling on its on-line platform.

12. Delayed /cancelled orders

The purchaser may cancel any order arising out of this agreement in whole or in part,

without liability if,

12.1. Products have not been shipped as of date of receipt of notice of cancellation,

12.2. Product deliveries are not made at the time and in the quantities specified;

12.3. Products infringe or are alleged to infringe any patent, trademark, copyright or trade secret right or

12.4. Products fail to comply with any applicable law or regulation. To cancel, the purchaser shall give notice to MS Tutors in writing, and to the extent specified therein, MS Tutors shall immediately terminate deliveries under the order.

12.5. The Lesson type and Lesson duration of a Lesson Bundle purchased are fixed and cannot be modified without the express approval of MS Tutors, which approval may be withheld if Tutors cannot be sourced for Lesson variations.

12.6. Tutors are obliged to arrive at Lessons 15 minutes before scheduled time. Should a Tutor be late, the Tutor will inform the Client and MS Tutors as soon as possible and provide an estimated time of arrival and the actual time of arrival. The Client will be credited with the duration of time the Tutor is late for the lesson, in increments of 10 (ten minutes), which will be redeemable at the Client's election or at the end of the Lesson, taking into account the Tutor's schedule and availability. MS Tutors will provide an official record to the Client and Tutor reflecting the time that is due to the Client.

12.7. If a Tutor or MS Tutors needs to cancel a session, a full refund will be issued to the Client.

13. Agreement of Sale /Cancellations

The agreement of sale can be cancelled based on a clause contained in the agreement.

The said clauses can stipulate under which circumstances either party is allowed to cancel the contract.

A further way of cancelling the agreement is based on a party's breach of contract. If one party to the agreement acted in a way that (s)he contravened the agreement, the other party may lawfully cancel the agreement. The aggrieved party may also, claim damages from the party who was in breach of the contract, depending on the circumstances of the cancellation.

14. Disclaimer and Limitation of Liability

MS Tutors will be liable to the Customer for any Losses incurred by the Customer as a result of the breach by MS Tutors of the terms and conditions contained in the Agreement.

In no event, unless otherwise provided for in Part 2 of this Agreement, will either Party be liable, whether claimed in breach of contract, delict or under statute for:

14.1. any incidental, indirect, special, or consequential damages or loss; or

14.2. loss of use, revenues, profits or savings; and/or

14.3. claims, demands or actions against the other party by any person, or payments made by or due from the other party to third parties.

15. Force Majeure

MS Tutors shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is

15.1. beyond the reasonable control of MS Tutors,

15.2. materially affects the performance of any of its obligations under this agreement, and

15.3. could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

16. Changes and Acceptance of terms

The purchaser agrees that MS Tutors may change any term or condition of this Agreement by giving the purchaser at least thirty (30) days prior written notice.

17. Waiver/No waiver

Any failure, by MS Tutors or the purchaser, to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

18. Severability

Any part, provision, representation or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders void or unenforceable any provision hereof. If the invalidity of any part, provision, representation or warranty of this Agreement shall deprive either MS Tutors or the purchaser, of the economic benefit intended to be conferred by this Agreement, the parties shall negotiate, in good-faith, to develop a structure the economic effect of which is as close as possible to the economic effect of this Agreement without regard to such invalidity.