

## **1. GENERAL**

1.1. This website can be accessed at [www.deliberatecollaboration.com](http://www.deliberatecollaboration.com) (“the Website”) and is owned by JA Day Sole Proprietor (“Deliberate Collaboration”). The Website contains links specifically, but not limited to, Training and Facilitation services, the Shop to purchase the Book and the Online Course, Brochure downloads, and Insights and Blog pieces.

1.2. These Terms and Conditions govern the use of the Website and are binding and enforceable against every person who accesses or uses the Website in respect of any and all of the links referred to above. By using the Website, you acknowledge that you have read and understood and agree to be bound to these Terms and Conditions.

1.3. The “Shop” option on the Website enables you to order and buy products and services produced by or on behalf of Deliberate Collaboration including training services, facilitation services, books, online courses and any other products and services added by Deliberate Collaboration from time to time [the “Product(s)”] from our Online Shop. The list of Products may be updated/amended by Deliberate Collaboration at any time within its sole discretion. The ordering, sale and delivery of Products are governed by these Terms and Conditions.

1.4. Should you not accept these Terms and Conditions you may not use the Website in any manner whatsoever including, but not limited to, placing orders for any of our Products.

## **2. CONSUMER PROTECTION ACT, NO. 68 OF 2008 (“the Act”)**

2.1. These Terms and Conditions apply to you if you are a “consumer” for the purposes of the Act.

2.2. If you are a consumer, as defined in the Act, your attention is specifically drawn to clauses underlined in the text which:

2.2.1. may limit the risk or liability of Deliberate Collaboration; and/or

2.2.2. may create risk or liability for yourself; and/or

2.2.3. may compel you to indemnify Deliberate Collaboration; and/or

2.2.4. constitutes an acknowledgement of a fact by yourself.

## **3. REGISTRATION OF AN ACCOUNT**

3.1 You are not compelled to create an account on the Website but may create an account to regularly order and buy Products.

3.2 To register an account, you will be required to provide certain personal information and must provide a unique username and password. The unique username and password may be used to access the Website to order and purchase Products.

3.3 Should you register an account, you agree and warrant that your username and password shall:

3.3.1. be used for personal use only; and



3.3.2. not be disclosed by you to any third-party.

3.4. 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.

3.5. You agree to notify Deliberate Collaboration immediately upon becoming aware of or reasonable suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm.

#### **4. USE OF THE WEBSITE**

4.1. By using the Website, you agree:

4.1.1. not to use in any way any device, software, or other instrument to interfere or attempt to interfere with the proper working of the Website.

4.1.2. not to use in any way any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein.

4.1.3. not to use the Website to distribute material, which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful; and

4.1.4. not to display, publish, copy, print, post or otherwise use the Website and/or the information contained herein in any way without the express prior written consent of Deliberate Collaboration.

#### **5. ORDERS AND AGREEMENTS OF SALE**

5.1. The “Sale of Products” on the Deliberate Collaboration Website is sold by Deliberate Collaboration and Fulfilled by Deliberate Collaboration

5.2. You may place orders for Products by using the “Online Course”, “Book” and “Shop” link on the Website.

5.3. Such order shall constitute your offer to purchase the Products selected subject to the terms and conditions referred to below.

5.4. Such an order shall be complete on confirmation of receipt of payment by Deliberate Collaboration when:

5.4.1. a credit card and or debit card authorisation is received from the issuing bank; or

5.4.2. the exact amount has been received in our bank account via electronic funds transfer (“EFT”) within 5 (five) days of placing the order.

5.5. On completion of your order, we shall indicate our acceptance of such order by confirmation email, at which point an agreement of sale is concluded between Deliberate Collaboration and yourself.

5.6. Deliberate Collaboration reserves the right to:



5.6.1. refuse or accept any order without giving any reasons; and/or

5.6.2. cancel orders in whole or in part as circumstances dictate.

5.7. In either event, Deliberate Collaboration shall not be liable for any losses or damages suffered by you as a result of such refusal or cancellation and shall only be liable to refund monies already paid by you.

5.8. Deliberate Collaboration shall take all reasonable efforts to maintain correct prices on the Website. However, should errors occur and items are offered at incorrect prices, Deliberate Collaboration shall not be obliged to sell Products at such incorrect prices and Deliberate Collaboration's liability shall be limited to a refund of monies already paid by you.

## **6. PAYMENT**

6.1. All prices quoted on the Website are in South African Rand (ZAR), and include Value-Added Tax (VAT). Prices quoted are per bottle or per case, as indicated.

6.2. All prices posted on the Website are exclusive of delivery costs, and delivery costs will be stated separately in our confirmation of your order which may vary daily and for each order.

6.3. Payment is accepted via credit card (Visa or Master Card), debit card (Visa or Master Card) or by EFT to our nominated bank account.

6.4. Where payment is made by credit card and or, we may require additional information in order to authorise and/or verify the validity of the payment. Deliberate Collaboration may reject any order in respect of which the required information is not provided.

## **7. CREDIT CARD SECURITY AND PRIVACY**

7.1. The private information required for executing the order placed through the Website, [including your personal information, credit card details, delivery address and contact number(s)] will be kept in the strictest confidence and not sold or made known to third-parties except insofar as is required for executing your order or as permitted by law. Information collected and use thereof will be treated according to our Privacy Policy, which is available on the Website.

7.2. Credit card transactions will be implemented for Deliberate Collaboration by PayFast (Pty) Ltd ("PayFast"). PayFast uses the strictest encryption. Visit [www.PayFast.co.za](http://www.PayFast.co.za) to view PayFast's security certificate and security policy.

7.3. No credit card details are stored on the Website and will be kept separate from other customer information.

## **8. CANCELLATION**

8.1 Orders may be cancelled within 24 (twenty-four) hours of placing the order by emailing us at [info@deliberatecollaboration.com](mailto:info@deliberatecollaboration.com).



8.2. An order is cancelled once you have notified Deliberate Collaboration in writing in accordance with clause 8.1 above and you have received our confirmation of receipt of your cancellation notice.

8.3. If you have already paid for your order and you have not yet received an email notifying you that your order has already been shipped, you will be refunded in full.

8.4. If you have already paid for your order and you have also received an email notifying you that your order has already been shipped, then we reserve the right to charge a deduction rate equal to 10% (ten percent) of the purchase price for administration expenses.

8.5. Deliberate Collaboration reserves the right to debit your payment card for the delivery fees in respect of any late cancellations, in addition to the administration charge referred to above.

8.6. Any order placed as a result of direct marketing may be cancelled without penalty or charge within 5 (five) business days after the later date of the date on which your order is confirmed by Deliberate Collaboration or delivery of the Products to your nominated address. Products which have been delivered may be returned to Deliberate Collaboration at your risk and expense. Deliberate Collaboration shall refund the purchase price in full within 15 (fifteen) business days after receiving the notice of cancellation and receipt of returned Products.

## **9. DELIVERY**

9.1. Delivery of Products as per confirmed orders will be made to the nominated address set out on your order.

9.2. Delivery usually takes place within 10 (ten) working days from confirmation of payment or such other period as stipulated in our confirmation email.

9.3. All deliveries made will be by couriered directly to your nominated address unless otherwise stated in our confirmation of order.

9.4. On delivery to your nominated address you shall be entitled to examine the Products for the purpose of ascertaining whether you are satisfied that the Products are of the type and quality reasonably contemplated on placing your order and that the Products complies with the description provided for the Products on the Website.

9.5. If the delivery contains a larger quantity of Products than was ordered or consist of some of the Products ordered together with Products not ordered, you may reject delivery of all Products, or accept the delivery of all Products and pay the purchase price for the additional or incorrect Products, or accept delivery of the correct Products and reject the incorrect Products.

9.6. All Products delivered must, if accepted by you, be signed for by you on delivery. If no one is available at the nominated address when delivery is attempted, the Products will be retained by the courier, in which case notification of the attempted delivery will be given. Should the Products ordered be returned to our premises, any further delivery attempts will also be at your cost.

9.7. Unless specifically quoted otherwise, a delivery fee will be charged for each order placed by you.



9.8. Deliberate Collaboration will not be liable for any loss occasioned by any delay in the delivery of any order, nor for any loss, damage or misplacement of any Products ordered after delivery has been made to your nominated delivery address.

9.9. Risk in and to the Products will transfer to you upon completion of delivery at your nominated delivery address.

9.10. The “Sale of Products” on the Deliberate Collaboration Website is sold by Deliberate Collaboration and Fulfilled by Deliberate Collaboration.

## **10. RETURNS**

10.1. Your satisfaction is our main priority. If, for any reason, you are dissatisfied with the Products which have been delivered to you, please contact us and return the Products at your cost within 10 (ten) days of delivery of your order.

10.2. If the Products were, in Deliberate Collaboration’s sole discretion, defective or did not comply with the description thereof in any respect when delivered to you, we will issue a replacement or refund you the price of the Products as well as the cost of delivery to return the Products within 30 (thirty) days from receipt of returned Products.

10.3. Unfortunately, any instance where the Products do not meet personal preference will not be regarded as “defective” Products and Deliberate Collaboration cannot replace the Products or refund you the price of the Products and cost of delivery to return the Products in such instance.

10.4. You are more than welcome to contact us for any advice on product selection prior to your purchase.

## **11. AVAILABILITY**

11.1. All the Products displayed on the Website are subject to availability.

11.2. In the event of a Product included in your order not being available, Deliberate Collaboration will contact you to suggest an alternative Product.

11.3. You are then entitled to accept the alternative(s), or such items as can be correctly delivered, or to cancel your order.

11.4. Special promotions may be subject to certain conditions including availability and limited offer stipulations.

11.5. Deliberate Collaboration reserves the right to discontinue or change the specifications of our Products from time to time without notice, or to adjust our prices in which event you will be informed thereof at the time of confirmation of your order.



## 12. DIRECT MARKETING

You may, from time to time, receive information regarding new Products and/or promotions available on the Website and or Newsletter. Should you not wish to receive any such notices, please send us an email at [info@deliberatecollaboration.com](mailto:info@deliberatecollaboration.com).

## 13. VOUCHERS AND COUPONS

13.1. Deliberate Collaboration may, from time to time, make physical or electronic gift vouchers or promotional coupons or discounts available for use on the Website and or Newsletter towards the purchase of Products.

13.2. The use of such vouchers and coupons shall be subject to specific terms upon which the vouchers or coupons may be offered.

## 14. RECORDS OF TRANSACTIONS

You may access a full record of your transaction or purchase history by logging into your account on the Website. Records shall be maintained for a period of 12 (twelve) months.

## 15. DISCLAIMER

15.1. The use of the Website is entirely at your own risk.

15.2. To the extent permissible pursuant to applicable law, Deliberate Collaboration disclaims all warranties of any kind, either express or implied, including but not limited to fitness of Deliberate Collaboration's Products for a particular purpose. No oral or written information provided by Deliberate Collaboration shall create a warranty, nor shall you rely on any such information or advice.

15.3. Whilst Deliberate Collaboration takes reasonable measures to ensure that the content of the Website is accurate and complete, Deliberate Collaboration 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.

15.4. Although Products 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.

15.5. The Website may contain links or references to other websites ("Third-party Websites") which are outside of the control of Deliberate Collaboration, including those of advertisers. These Terms and Conditions do not apply to those Third-party Websites and Deliberate Collaboration is not responsible for the practices and/or privacy policies of those Third-party Websites or the "cookies" which those sites may use.



## **16. CHANGES TO THESE TERMS AND CONDITIONS**

Deliberate Collaboration may, in its sole discretion, change these Terms and Conditions or any part thereof at any time without notice. However, the Terms and Conditions published here at the time when a specific order is placed will govern that specific order and all matters incidental to the specific order, notwithstanding any amendments which Deliberate Collaboration may subsequently make to these Terms and Conditions.

## **17. OWNERSHIP AND COPYRIGHT**

17.1. 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, trademarks, designs and service marks which are displayed on or incorporated in the Website (“ Website Content ”) are protected by law, including but not limited to copyright and trademark law. The Website Content is the property of Deliberate Collaboration, its advertisers and/or sponsors and/or is licensed to Deliberate Collaboration.

17.2. You will not acquire any right, title or interest in or to the Website or the Website Content.

## **18. LIMITATION OF LIABILITY**

18.1. Deliberate Collaboration 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.

18.2. You hereby indemnify Deliberate Collaboration against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of the Website.

## **19. AVAILABILITY AND TERMINATION**

19.1. Deliberate Collaboration 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.

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

## **20. JURISDICTION**

These terms shall be solely and exclusively governed by and construed and interpreted in accordance with the law of the Republic of South Africa. The parties agree that the agreement shall, for purposes of jurisdiction, have been concluded at our office in Kommetjie.



## **21. SEPARATE AND SEVERAL**

If any of these terms or conditions are held by a court of competent authority to be unlawful, invalid or unenforceable, in whole or in part, then such terms or conditions will be regarded as severable and will not affect the validity of the remaining terms and conditions which will continue to be valid and enforceable to the fullest extent permitted by law.

## **22. INFORMATION DISCLOSURE**

The following information of Deliberate Collaboration is disclosed in terms of section 43 of the Electronic Communications and Transactions Act, No. 25 of 2002:

22.1. Full name and legal status: JA Day, a Sole Proprietor incorporated under the laws of the Republic of South Africa.

ID Nr.: 5502255110181

VAT Nr.: 4810218232

Sole Proprietor: JA Day

Main business: Organisational leadership and management training and facilitation services

22.2. Information applicable in respect of the entity listed in clauses 24.1 above:

Physical address (to be used for all legal service):

7 Arum Avenue, Kommetjie

Cape Town, 7975

Telephone number: + 27 (0) 83 626 5863

Email address: [info@deliberatecollaboration.com](mailto:info@deliberatecollaboration.com) | [dayjules@iafrica.com](mailto:dayjules@iafrica.com)

Website address: [www.deliberatecollaboration.com](http://www.deliberatecollaboration.com)

