

1. The Merchant ("the Seller") and the Purchaser, (hereinafter referred to as "You"), hereby agree to the following terms and conditions with regard to the sale of the goods or services described in the Order information;
2. You agree (i) to buy the Goods on lay-by; (ii) to pay for the Goods by making a deposit, once off payments and regular instalments until payment of the full purchase price, as set out in the Order Information; and (iii) that this agreement represents the entire agreement between You and the Seller;
3. You understand and agree that you will not become the owner of the Goods until you have paid the full purchase price for the Goods;
4. No interest will be charged on the lay-by;
5. You understand and agree that (i) the purchase price of the Goods includes tax at the current rate of tax; and (ii) if, at any time before you pay the full purchase price of the Goods, the tax rate is changed in relation to the supply of the Goods, the Seller will be entitled to recover the tax increase from you prior to release of the Goods;
6. You must pay the monthly instalments on or before the due dates indicated by your Lay Up Payment Plan until the final payment date. All amounts must be paid on the Lay Up platform, as detailed in the Payment Plan;
7. The Seller shall not increase the purchase price payable by you for a minimum period of 3(three) months;
8. An initiation fee of R200(incl. vat) will be charged on all laybys;
9. You agree the transportation quoted on is to utilize the seller's transport only. There will be no refund on transport on a completed lay-by;
10. All deliveries will take place within 5 working days of the final payment using the Seller's transport;
11. At the Seller's discretion, certain merchandise may not qualify for purchase as Lay-by Goods or Services;
12. If you terminate the agreement prior to its expiry date, the Seller shall refund you all monies paid by you in terms hereof prior to the date of such termination and the refund will have no additional termination/cancellation fee. The 20% deposit payable at initiation (specified by the Lay Up platform) is not refundable and will be kept as the termination/cancellation fee.
13. If You fail to fulfil your obligation to pay the balance of the purchase price in full by not later than the final payment date stated in the Payment Plan ("the Expiry Date"), the Seller shall be entitled, after the Grace Period set on the Lay Up platform, to terminate this agreement and, in that event, the Seller shall refund all payments made by you with the deposit deducted;
14. If your contact details or address change, you must notify Lay Up within seven (7) days of such change;
15. No failure or delay by a party to enforce or exercise a right in terms hereof will thereby be deemed to be a waiver or abandonment thereof;
16. The Seller shall be entitled at any time to assign its right, title and interest in, to and under this agreement to any other party. You shall not assign, or otherwise deal with any of your right, title and interest under this agreement nor agree to do any such thing without the prior written consent of the Seller, which the Seller may withhold at its absolute discretion;
17. Should the Seller be prevented from fulfilling any of its obligations to you as a result of any event of force majeure, then those obligations shall be deemed to have been suspended to the extent that and for as long as the Seller is so prevented from fulfilling them and your corresponding obligations shall be suspended to the corresponding event. In the event that such event continues for more than 14 days after it has first occurred then the Seller shall be entitled (but not obliged) to terminate all of its rights and obligations in terms of or arising out of these terms by giving notice to you. An event outside the control of the seller shall mean any event or circumstance whatsoever which is not within the reasonable control of the Seller including, but not limited to, vis major, any act of God, strike, theft, riots, explosion, insurrection or other similar disorder, war (whether declared or not) or military operations, the downtime of any external telecommunications line, power failure, international restrictions, any requirement or any international authority, any requirement of any government or other competent local authority, any court order, export control or shortage or transport facilities;
18. You hereby consent that the Seller may institute any legal proceedings that have to do with this agreement on your account, in the Magistrate's Court, being any Magistrate's Court that has jurisdiction over this agreement. The Seller may, however, choose to institute action against you in any other court having jurisdiction;
19. In this agreement, personal information means any and all information that you give to us which is personal to you (for example: your name, identity number, phone number, etc.), which the Seller may store and process;
20. The Seller will keep your personal information only for as long as we need to or have to by law;
21. The Seller may from time to time contact you by post, by phone or in any other way about other products and services which the Seller consider may interest you unless you tell them that you would prefer not to receive such offers;
22. You agree and consent that the Seller may disclose your personal information to:
 - 22.1 any person working for them;
 - 22.2 any organization which underwrites or supports any of our products which you hold; 23.3 any person to whom they transfer any of their rights or obligations under this agreement; 23.4 anyone you authorize them to give personal information to;
 - 22.3 They may process your information to the extent permitted by law;
23. These terms and conditions may be amended from time to time, and in such a case the amended terms and conditions shall apply to you with immediate effect;
24. You must have the legally required capacity to enter into and be bound by these terms and conditions;
25. The Layby Agreement is regulated in South Africa by the applicable provisions of the Consumer Protection Act (68 of 2008).
26. You confirm that the terms and conditions, the meaning and consequences of this agreement have been presented and explained to you in a language that you understand. You also confirm that the risks relating to the agreement, as well as your rights and obligations, have also been explained to you;
27. The Seller may at any time amend or replace these terms and conditions and if they do so it does not mean a novation of the agreement or any transaction or indebtedness (meaning that a new agreement does not automatically come into place);
28. Laybys may be excluded from certain promotions, such as one-day deals, Black Friday and new store opening deals as well as specific offers where limited quantities apply. These will be noted in the promotion advertising communications. Please note, the item bought on layby is bought at the agreed price(limited to 3 months), and no correspondence will be entered into should that price change during the course of the layby agreement.

