

Terms & Conditions

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Introduction

In these Terms and Conditions:

- “Business Day” means a day which is neither (i) a Saturday or Sunday, nor (ii) a South African public holiday;
- “Contract” means an agreement between us and a Customer for the purchase and supply of Products;
- “COPD” is an abbreviation of “Confirmation of Order, Payment and Dispatch” which means the electronic communication that we send to each Customer, who places an Order on This Site, confirming whether or not we have received their payment, accepted all or part of their order and dispatched a package to their delivery address.
- “Customer” means an individual who places an Order on this site;
- “Order” means the order submitted by a Customer to purchase a Product from us;
- “Product” means goods that are advertised on This Site for sale;

- “Registered customer” means users who have set up a personal account on This Site.
- “Swimwear” means items displayed in the swimwear section of this website;
- “T&C” means these Terms and Conditions;
- “This Site” means www.britereef.co.za which along with “Brite Reef” are trading names of Longbeach Swimwear cc, registered in South Africa 2011/084352/23;
- “Users” means all visitors to this site.
- “You” means “Users” or “Registered customers”;
- “We” and “Us” means Brite Reef;

If you do not agree to these Terms and Conditions, do not register with or continue to use This Site. Your registration and/or continued use of This Site will constitute acceptance of these Terms and Conditions, unmodified by you.

We take responsibility for all aspects relating to the transactions for the sale of goods and services sold on this website, customer services and support, dispute resolution and delivery of goods. By agreeing to order a Product, you agree to be legally bound by these Terms and Conditions.

If you fail to comply with your obligations under these T&C, we reserve the right at our sole discretion to suspend or terminate access to your Account on This Site without prejudice to any damages which we might seek.

For your future reference, we advise you to print and keep a copy of these T&C, your Order and our COPD (Confirmation of Order, Payment and Dispatch).

Amendments to T&C and Termination

We reserve the right to change these terms at our own discretion and without any prior notice. Your continued use of This Site following a change shall signify your agreement to be bound by the modified terms and conditions.

It is your responsibility to visit This Site to see whether the T&C have been amended and to ensure that you are satisfied with the amendments. Should you not be satisfied with the amendments, you must refrain from using This Site in any way.

We are entitled to terminate these T&C and/or shut down This Site at any time, whilst still subject to completing the processing of any Orders already made.

Customer Status

To place an Order on This Site you must be 18 years or older and possess a valid credit or cheque card issued by a bank acceptable to us.

Products & Ordering

Once you have checked out you will not be able to make any changes to your order so please make sure that everything is correct and that you are aware of these T&C before you do so.

All photography is for illustrative purposes only and specific styles are not necessarily stocked. Please note that stocks of all Products on offer are limited. We shall take all reasonable efforts to ensure that when stock is no longer available, that offers thereof are discontinued. However, should we be unable to fulfil any Order placed by you due to stock having sold out, we will notify you and you will be entitled to a refund of the amount paid by you for such Product, as explained in more detail in the Returns Policy.

We have taken great care to ensure that the Products on This Site are presented to you as accurately as possible. However, the colour clarity of Products will depend upon the system you are using to view This Site, therefore we are not able to guarantee that the colour of the actual Product is 100% accurate.

All sizes and measurements are approximate, although we do make every effort to ensure they are as accurate as possible. Unless otherwise stated, sizes indicated are SA sizes.

We will take all reasonable efforts to accurately indicate purchase prices and delivery charges. However, should Products be erroneously offered at incorrect purchase prices and/or delivery charges, we will not be obliged to sell Products at such incorrect purchase prices and/or delivery charges. We shall only be liable to refund monies paid should you not wish to proceed with the Purchase at the correct purchase price and/or delivery charge.

We will contact you promptly if there are any problems with your order.

We reserve the right to refuse an Order. We will notify you if this is the case and return any payment that you have made and accept no liability which may arise as a result of such refusal to process any Order.

Our acceptance of your order is completed when we have received payment for the products you wish to purchase and we have emailed you a confirmation of order, payment and dispatch.

Gifts

Please email us at info@britereef.co.za if you require any special treatment of your package as a gift such as, removing the invoice, including a gift card and message, using particular wrapping, etc.

Should you wish to purchase a Product as a gift for someone else, you are able to specify an alternative shipping address as part of the checkout process.

If you are not a registered customer, we will include an invoice with the Product when delivered. Registered customers have all their Order history available online in the “My Account” section of their Account so we do not normally include one with your product.

Payment Options

Paying by Credit Card

We accept Visa and MasterCard credit card payments.



At the time of placing the Order, the transaction details are presented to the bank and an authorisation is obtained for the amount of the Order. If authorisation is obtained, payment is usually immediate. If such authorisation is not obtained, the Order will be cancelled.

You warrant that you are fully authorised to use the credit card supplied for purposes of paying for your Order. Also, you warrant that this credit card has sufficient available funds to cover all of the costs incurred as a result of placing your Order.

Paying by Instant EFT



Instant EFT is a method of completing online purchases by making an internet banking transfer (EFT) which gets instantly verified.

You don't need to send in proof of payment and it can be used with South Africa's four biggest banks: ABSA, FNB, Nedbank and Standard Bank.

Customers do not need to install any special software. Transactions can be made on PCs, Macs and most mobile devices.

Delivery

Orders are only delivered to physical address in South Africa, no PO Box addresses are allowed

For deliveries to physical addresses outside the borders of South Africa, at our sole discretion we will consider requests sent to us by email to info@britereef.co.za. We will inform you by return email of our decision regarding your request and such decision may be to request certain further information from you in advance or to decline your request.

Each delivery is deemed to have been made once the Product has been handed over to an individual at your chosen delivery address by the courier, as recorded in the tracking system used by the courier.

We always aim to deliver any Order which we accept in perfect condition and as quickly as possible, but we cannot guarantee any firm delivery dates. Deliveries are done on Monday to Friday between 8am and 5pm.

Products will be delivered to the delivery address specified by you during the Order process. If nobody is at the address when the delivery is made, the courier may contact the phone number you provided and/or a notice of attempted delivery may be put in the letterbox. The courier may attempt re-delivery one more time thereafter. If delivery is unsuccessful, it will be your responsibility to contact the courier company to either arrange that you collect the package from the courier's nearest depot or to agree upon a new delivery date with the courier. If you have not contacted the courier within a reasonable time, then we will arrange for the package to be sent back to us. We will then contact you by email to arrange a possible re-delivery at your expense. If attempted contact is unsuccessful, or you are unwilling to accept the redelivery costs we quote you, within a reasonable period of time, we will merely refund you the cost of the products after deducting the reasonable cost of the courier returning the Products to us.

It is your responsibility as Customer, to ensure that you, or your intended gift recipient (if applicable), check the package upon arrival and make any reservations and claims with the courier which might appear to be justified. We strongly advise you to refuse the package if it appears to have been opened or if it shows clear traces of damage.

If you wish to make a claim then we require you to notify us by email to info@britereef.co.za within 5 Business Days (of the courier making, or attempting to make, delivery) that you wish to make a claim and setting out your reasons for that claim.

We will discuss the matter and the evidence with the courier and the insurer and advise you of our findings. If we agree with your claim for lost or damaged Product then we will refund you for the cost of that product and for any delivery costs you may have incurred.

Returns

Please also read the Returns Policy on this site in conjunction with this section of our T&C.

Please note that all products bought on This Site will only be returnable via a reputable courier where proof of delivery can be evidenced. No returns will be accepted other than from a reputable courier, without the express prior permission by email from This Site.

Faulty Products

The Product is intended to be used strictly in accordance with the manufacturer's latest published instructions as set out on the Product itself. It is your responsibility to ensure that you use the Product strictly in accordance with those instructions.

We try very hard to deliver Products in excellent condition however sometimes a fault may slip through unnoticed. If it does then in order to provide you with any remedies for a faulty Product, we will need your assistance and prompt provision of certain information regarding the Product, including you specifying with reasonable detail the way in which it is alleged that the Product is damaged or defective. We require you to notify us by email within 5

Business Days of receipt of the Product that the Product is faulty and that you agree to return the Product to us in its current condition within a further 5 Business Days of that email notification. If we agree, at our discretion, that the product is faulty we will provide you with a refund for the cost of that product and for your reasonable delivery and return courier costs.

If you return an alleged faulty Product to us and we find that the Product has:

1. Been misused, abused or subjected to neglect, improper or inadequate care, carelessness, damage or abnormal conditions; or
2. Been involved in any accident or damage caused by an incorrect attempt at modification or repair; or
3. Been dealt with or used contrary to our or the manufacturer's instructions for the Product; or
4. Deteriorated through normal wear and tear,

after delivery by us, we may at our discretion decide not to replace or refund you for the Product and/or we may require you to pay all reasonable carriage costs to return the alleged Product to you and, to the extent permitted by law, we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses as a result.

Circumstances Beyond our Control (“force majeure”)

We shall not be liable to you for any breach, hindrance or delay in the performance of a Contract attributable to any cause beyond our reasonable control, including without limitation any natural disaster and unavoidable incident, actions of third parties (including without limitation hackers, suppliers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil commotion, war, hostilities, warlike operations, national emergencies, terrorism, arrests, restraints or detentions of any competent authority, strikes or combinations or lock-out of workmen, epidemic, fire, explosion, storm, flood, drought, weather conditions, earthquake, natural disaster, accident, mechanical breakdown, third party software, failure or problems with public utility supplies (including electrical, telecoms or Internet failure), shortage of or inability to obtain supplies, materials, equipment or transportation (“Event of Force Majeure”), regardless of whether the circumstances in question could have been foreseen.

If we have contracted to provide identical or similar Products to more than one Customer and are prevented from fully meeting our obligations to you by reason of an Event of Force Majeure, we may decide at our absolute discretion which contracts we will perform and to what extent.

Security

You allow us to take all reasonable steps to ensure the integrity and security of This Site.

You agree and warrant that your login name and password shall be used for your personal use only and not be disclosed to any third party.

We do not store or have access to any confidential information about your means of payment, which is why you will be asked for your banking details each time you place an Order. Only

our banking partner will, from time to time, access such confidential information (such as your card number, validity date etc.). Our banking partners are Peach Payments, you can find out more about their security by visiting www.peachpayments.com

Any person that delivers or attempts to deliver any damaging code to this Site or attempts to gain unauthorised access to any page on this Site shall be prosecuted and civil damages shall be claimed in the event that we suffer any damage or loss.

Privacy & Data Protection

We shall take all reasonable steps to protect your personal information. For the purpose of this clause, “personal information” shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA).

We may electronically collect, store and use the following of your personal information:

- Name and surname;
- Physical address
- Birth date;
- Gender;
- E-mail address;
- Phone number;
- IP address; and
- Non-personal browsing habits and click patterns;

We collect, store and use the above-mentioned information for the following purposes:

- To greet you when you access your account on This Site; and
- To verify your identity when transacting with This Site; and
- To ensure that the Products are received by the addressee; and
- To inform you of facts regarding purchases you made, including relating to delivery of Products;

We shall not disclose your personal information, unless you consent thereto or unless it is required for the purposes of any legal process

We will only contact you for marketing purposes (to tell you about new stock arrivals, special offers, etc) if you have given us your prior consent thereto and you may at any time elect not to receive such communications. You may elect not to receive any marketing communications from This Site and/or its partners / affiliates at any time by unsubscribing from within our marketing emails.

Information detailed above is collected either electronically by using cookies or is provided voluntarily by you. You may determine cookie use independently through your browser settings.

You acknowledge and agree that certain personal information (i.e. your full name, delivery address and contact number) will be disclosed to the courier company to enable delivery of Products purchased to you.

Electronic Communications

When you visit This Site or send emails to info@britereef.co.za, you consent to receiving communications from us electronically and you agree that all agreements, notices, disclosures and other communications sent by us electronically satisfy any legal requirements, including but not limited to the requirement that such communications should be in “writing”.

These T&C are subject to the provisions of the Electronic Communications and transactions Act no. 25 of 2002 (the Act”) and any of the terms that are in conflict with any of the compulsory provisions of the Act will be deemed to have been modified so as to comply with such provisions of the Act.

Complaints Management & Dispute Resolution

We shall perform our obligations under these Terms and Conditions with reasonable skills and care.

You may contact us by email at any time using the contact details provided on This Site. We will attempt to address your concerns and reply to you by email as soon as reasonably possible after receipt of any relevant enquiry or complaint.

Should you not have received any reaction from us within three Business Days, please make further enquiries. In rare cases your emails may be caught up in our spam filters or not reach us, or our emails may otherwise not have reached you.

Save for urgent or interim relief which may be granted by a competent court, in the event of any dispute of any nature whatsoever arising between you and us on any matter provided for in, or arising out of these T&C, and not resolved between us, then such a dispute may be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa. The expedited arbitration rules may be downloaded from <https://arbitration.co.za/domestic-arbitration/afsa-domestic/>

Governing Laws & Notices

This Site is hosted, controlled and operated from the Republic of South Africa and is therefore governed by South African law and subject to the ‘Disputes’ clause of these T&C. You and This Site submit to the non-exclusive jurisdiction of the South African courts.

Each and every provision of these T&C shall be deemed to be separate and severable from the remaining provisions of these T&C. If any of the provisions are found by any court of competent jurisdiction to be invalid and/or unenforceable then, notwithstanding such invalidity and/or unenforceability, the remaining provisions of these T&C shall remain of full force and effect.

This Site chooses as its address for all purposes under these T&C, whether in respect of court process, notice, or other documents or communication of whatsoever nature, the following

address: 1st Floor, 40 Che Guevara Road, Durban, 4001 South Africa with a copy to info@britereef.co.za (this copy must also be delivered in order for notice to be validly given).

Any notice shall be in writing and may be served by personal delivery or by pre-paid registered letter or by email addressed to the relevant party at the address or email address of the relevant party last known to the other.

Any notice given by post shall be deemed to have been served two Business Days after the same has been posted if the recipient address is in South Africa.

Any notice given by email shall be deemed to have been served when the email has been proved to be received by the recipient's server.

Disclaimer

Save for This Site being liable to you under the Consumer Protection Act 68 of 2008 ("CPA") in relation to any products sold by it to you via This Site; and under sections 43(5) and 43(6) of the Electronic Communications and transactions Act no. 25 of 2002 in relation to This Site's payment systems not being sufficiently secure, neither This Site nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this Site or the Services or content provided from and through this Site.

Furthermore, we make no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from This Site are free from errors or omissions or that the Service will be 100% uninterrupted and error free.

You are encouraged to report any possible malfunctions and errors by way of email to info@britereef.co.za

Although the Products sold via This Site may be under warranty, the Site itself is supplied on an "as is" basis and has not been compiled or supplied to meet your individual requirements. It is your sole responsibility to check that the service available from and through This Site will meet your individual requirements and is compatible with your hardware and/or software, prior to accepting these Terms and Conditions.

Information, ideas and opinions expressed on This Site should not be regarded as professional advice or the official opinion of This Site. You are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on This Site.

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