



ONLINE SHOPPING TERMS AND CONDITIONS

Please take a moment to read these online shopping terms and conditions ("Online Shopping Terms") to understand how they apply to your online purchase of any products or services.

If you have any questions regarding our Services, the Online Shopping Terms, products or services, please contact us.

Online Registration

You are required to register with us before placing your first order online. Please click on Register to complete the registration form. Registration and/or use of our online shopping services constitutes your acceptance and agreement to be bound by these and the General Terms of our Services.

To register you will be required to provide certain personal information including personal and payment details, as well as an email address and password. Please keep your personal information secure. We accept no liability for any damages suffered or losses incurred from the unauthorised use of your personal information. You will be required to enter your email address and password each time you visit our online shopping site. To amend any of your details, please go to "Sign In".

Product Sales and Availability

All products displayed on our website are subject to availability and will be delivered only within the Republic of South Africa to areas where we deliver. All prices shown on our website are quoted in South African Rands and are valid and effective only in the Republic of South Africa. We reserve the right to discontinue or change the specifications of our products and services from time to time without notice. We will inform you as soon as possible if any products or services ordered by you are not available.

International charges will differ depending on where you stay, and international delivery will be calculated for you after check-out and will be shown on your final invoice sent via email. Changing the delivery address after checkout can attract additional charges so please double check the information you are entering.

Colours

We have made every effort to display as accurately as possible the colours of the products that appear on our website. However, as the actual colours you see will depend on the device that you use to access our website, mobi site and apps, we cannot warrant that your device's display of any colour will be accurate.

Content Errors

We have made every effort to keeping the descriptions of all of our goods or services and/or their prices on our website, but variations may happen, and we reserve the right to discontinue or change the specifications and/or descriptions of our products and services from time to time without notice.



Pricing

You will be charged the prices that are reflected on our website, subject to availability and delivery address. Prices and promotions may vary depending on whether you have access to our Services via our website. Certain products are variable/random mass items. The average mass of such products may be indicated online as a guide to the cost; you will be charged slightly more or less, depending on the actual weight of the product delivered to you. The prices include Value-Added Tax. Special promotions may be subject to certain conditions, including stock availability and limited offer stipulations. Special promotions apply only to items on your original order (i.e. not on items which are added after the order was placed).

A delivery fee will be charged for each order you place.

Payment

When you place your order, funds equal to the total value of your order will be need to be transfered by you into the stipulated bank account as shown on your invoice. The invoice will be sent to you via the supplied email address. If payment is not made within 3 working days, your order will be cancelled. Payment via EFT / Bank Deposits, delivery only takes places once the full payment amount has reflected in our bank account. This can take up to 3 working days to reflect – no exceptions to this rule will be made.

Stock Availability

We cannot always guarantee stock availability and will contact you if unavaialble.

Confirmation of Orders

Your offer is deemed to be accepted when you receive an order confirmation.

Delivery

Deliveries are made Monday to Friday. Weekends and Public Holidays are subject to special delivery times, please contact us for details. After checkout, you will be contacted to advise when delivery will take place.

You will receive, by email, a detailed invoice showing the product price details, the delivery fees, Value-Added Tax and the amount debited. You, or your authorised representative will be asked to sign a the delivery note to confirm receipt. For verification purposes, the person accepting delivery at the delivery address may be required to produce a form of identification. Any person other than yourself who receives the products at the delivery address is presumed to be authorised to accept delivery on your behalf.

Should no-one be in attendance at the time of delivery, the driver will keep the products and leave a notice. The driver will try to contact you to make new arrangements for delivery or collection. We reserve the right to charge an additional delivery fee should it be required. Our liability for any delay in delivery is limited to re-delivery at a later agreed time.

We have outsourced all delivery and collection arrangements to third party service providers. Accordingly, we cannot, to the extent permitted by law, be liable for any loss or damage caused by them.



Returns and Refunds

If you are, for any reason, dissatisfied with any item purchased online, you may return it to within 7 days of purchase for a full refund, replacement or exchange, provided you have the original tax invoice, and it is in the same condition you received it, is in its original packaging and is sellable.

Due to hygiene reasons if the product has been worn, or used, it cannot be returned.

In terms of section 44(2) of the Electronic Communications and Transactions Act 25 of 2002, for non-defective items you (the customer) are liable for the delivery and collection costs of these products. You will be responsible for the cost of having the product returned to us. The cost will be the delivery charge applicable to your area and any handling fees that may be applicable, as per the above. These will be deducted from the refund.

According to the ECT Act, the consumer has a "cooling off period" of 7 days, which allows the consumer a general right to return, or cancel the transaction, without penalty, however the online shopper would still be liable for the cost of returning the goods, if they were dispatched / shipped within the 7 day period. The cost will be the delivery charge applicable to your area and any admin fees that may be applicable at Devocean's discretion.

Quality control inspection can take up to 3 working days.

Processed refunds can take between 3 working days (EFT) and 7 working days (credit card) to reflect in your (the customer's) bank account.

Please email Customer Services on info@devoceansurf.co.za to organise refund or replacement.

Cancellation

If for any reason you would like to cancel an order this may be done within 24 hours of your online purchase by emailing Customer Services on info@devoceansurf.co.za to cancel. If you cancel your payment for any reason, or if your payment should cease to be valid for whatever reason, you will remain liable for the full purchase price, including all related costs. We reserve the right to cancel any sale and/or your registration in the event of a breach of any of these or the General Terms.

Risk and Ownership

Risk in the products shall pass to you or your authorised representative on delivery. We will retain ownership of the products until payment is received in full.



GENERAL TERMS AND CONDITIONS

Please take a moment to read these general terms and conditions (the “General Terms”) to understand how they apply to your installation, access and/or use of our website (collectively “the Services”) for information or shopping purposes.

If you have any questions regarding these General Terms, please contact us on info@devoceansurf.co.za.

Who Owns the Services?

The Services are owned and operated by Devocean.Surf (“Devocean”), a company registered in the Republic of South Africa, which has its registered office at 14 Poole Place, Durban, 4093, South Africa.

Terms and Conditions Apply

These General Terms apply to your use of the Services and incorporate the Online Shopping Terms, as well as our Privacy Notice which may also apply to you, so please take a moment to read them. By using the Services, you acknowledge that you have read and understood these General Terms and agree to be bound by them.

Amended or Updated Terms

We may periodically update or change the General Terms, without notice. You should check them from time to time as your continued use of our Services will mean you accept any updated or revised General Terms.

Law and Arbitration

These General Terms are governed by the laws of the Republic of South Africa. Any dispute arising in relation to these General Terms shall, to the extent permitted by law, be referred to arbitration in Cape Town at a venue of our choice applying the Uniform Rules of the High Court of South Africa.

Our Services

You are welcome to browse, or use our Website for your own personal, non-commercial, shopping and information purposes only. No other use is permitted without our prior written consent. The unauthorised use, copying, reproduction, variation, modification or distribution of the content of any of our website the uploading of any unlawful or damaging information or viral software or the creation of any links to our website. You agree to indemnify us against any loss, damage, harm, claim or any other cost whatsoever that we may sustain as a result of your use of our Services and/or the contents of our website contrary to these General Terms.

We reserve the right to suspend our Services or any part thereof or terminate your account at any time if we, in our sole discretion, determine that you are not using the Services in compliance with these General Terms or if we believe the information provided by you is untrue, inaccurate or incomplete.



Personal Information and Privacy

Your privacy matters to us and we are committed to the protection of your personal information. If you wish to know more about when and how we collect, use, share and store your personal information, please read below.

We collect information while you use our website.

When you shop on our website we collect standard information about your internet connection and website use. We collect this information from registered and unregistered users. We use this information to help us improve our website and online services.

The type of information we collect includes the URL you came from, IP address, domain type, browser type, the country and telephone code where your device is located, the web pages viewed during your visit, the advertisements you clicked on, and any search terms you entered on our website (user information).

When you place an online order with us, we may offer to store your payment details for your convenience so you do not have to re-enter these details in future. However, if you prefer that we do not retain these details.

We use cookies to optimise your website experience, but you can opt out.

A cookie is a small piece of information stored by your browser on your device. It may contain some personal details, the contents of your shopping cart, and date and time information in an encrypted format, which can be recalled when you return to our website. This speeds up our identification, ordering and delivery processes.

We use cookies to identify the device you use to connect to our website. We use anonymous cookies to collect data about how you use our website, so that we can improve and optimise your website experience. We use the anonymous DoubleClick cookie and Google Analytics cookie to optimise your web experience and deliver relevant advertising on the Google Display Network based on the activity of visitors to our website.

You can opt out of Google Analytics for Display Advertisers and out of customised Google Display Network advertising by visiting Google's Ad Preferences Manager.

Accuracy of Content

All reasonable steps are taken to ensure that the information accessed via our Services is accurate and up-to-date. We do not however warrant that the content or information displayed is always accurate, complete and/or current.

Any comments uploaded by users or any authorised experts are their opinions alone and do not necessarily represent our views, opinions, beliefs or values.

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External hyperlinks may appear on our website. We do not necessarily have a relationship with any third party which is linked to our website, nor does a link signify our endorsement of the third party, its products and/or services. Your reliance on any information contained in such third party material is entirely at your own risk.

Disclaimers and Exclusions of Liability

Use of our Services is entirely at your own risk. We make no representations or warranties of any kind, whether express or implied. We do not warrant that the functions provided by the Services will be uninterrupted or error free, or that the Services or the servers that make them available are free from viruses or other harmful components. We accept no liability, to the extent permitted by law, for any direct, indirect, incidental, special or consequential loss or damage of any kind whatsoever or howsoever caused arising from the access or use of our Services or the purchase of any of our products. You agree, to the extent permitted by law, to indemnify us against any loss or damage suffered or liability incurred by reason of any act or omission on your part or that of any third party acting on your behalf in connection with your use of our Services and/or your purchase of any products or services.

Notwithstanding any other provisions contained herein, our liability arising from any breach of these Terms, negligence or otherwise shall not at any time exceed more than double the monetary value of any order placed via the Services.