



1. TERMS AND CONDITIONS

2. INTRODUCTION

These Terms and Conditions (“T&Cs”) govern all the dealings between Hashtag Works Group (Pty) Ltd (“WorksGroup”) and any party (“the Customer”) wishing to use the WorksGroup online shop (“Site”) with the intention of purchasing garments and other related merchandise (“Product”) from WorksGroup.

WorksGroup may, at its own discretion, change these T&Cs or any part thereof. It is the responsibility of the registered user to be familiar with these T&Cs before using the site.

Variations to these T&C’s will be binding only if in writing.

These T&C’s and any future revised versions thereon will commence from the date when they are published on the Site and continue for as long as the Site is operational. WorksGroup reserves the right to close the Site at any future time.

3. REGISTRATION OF CUSTOMER

Only registered users may order products on the Site.

To register as a user, the Customer must register on the Site by creating a unique username and password which may require the Customer supplying certain information and personal details required by WorksGroup. Once registered the Customer will need to provide this unique username and password to access the Site and purchase Product.

The Customer agrees that, once the correct username and password relating to the account has been entered, irrespective of whether the use of the username and password is unauthorized or fraudulent, the Customer will be liable for payment of such order.

By using the Site for the purposes of purchasing Product from WorksGroup the Customer warrants that they are 18 years of age or older and of full legal capacity.

4. PURCHASING PRODUCT

The site allows the customer to place orders for Product on offer on the Site. Purchases can either be made by immediate payment or on account (which will be implemented in due course), if the customer has been vetted and an account opened for them at the sole discretion of WorksGroup.

5. PROCEDURES TO BE FOLLOWED IF THE CUSTOMER ELECTS TO MAKE PAYMENT WHEN PLACING ORDERS

In the checkout section, there will be an option for the client to elect to pay either by credit card, debit card, EFT.

After the Customer having chosen which products to order and having proceeded to the checkout screen, the amount to be paid will be displayed together with any additional charges including VAT and courier fees (if applicable).



The Customer must pay for the Product in full at the time of ordering by supplying WorksGroup with credit or debit card details from a credit or debit card company acceptable to WorksGroup. Alternatively, the customer may pay by EFT, but in such cases, WorksGroup shall not be bound to supply the Product before the funds have been received and cleared in full on the bank account.

Once the Customer has selected the method of payment and accepted the T&C's they will be directed via a link to a secure site for payment.

WorksGroup reserves the right to reject certain forms of payment at their sole discretion.

Delivery of the product will only be initiated by WorksGroup when the online order has been fully completed and submitted for one or more products in the shopping cart AND payment has been received in full in cleared funds in the bank account, and the order accepted by WorksGroup.

If in the event WorksGroup suspecting fraudulent activity or any other irregularity, at its own discretion, it reserves the right to not accept and/or process payment and may cancel any sale between WorksGroup and the customer.

A tax invoice will be emailed to the provided email address. On delivery, a Delivery Note will be included with your order – please note that no prices will be visible on the Delivery Note.

6. PROCEDURES TO BE FOLLOWED IF THE CUSTOMER WISHES TO PURCHASE PRODUCT ON ACCOUNT

Once the Customer has selected (a) product(s) to order and has proceeded to the 'checkout' screen, the amount to be paid for such product(s) will be displayed together with any additional charges (including VAT and delivery fees if applicable).

In the checkout section, there will be an option to load the invoice onto the Customer's pre-existing account.

Should the Customer not have an active account with WorksGroup they may apply by selecting the "Credit application" option which will allow the Customer to complete the credit application process.

Any application will be considered based on the information that you provide to WorksGroup. All information must be truthful, accurate, correct and complete.

WorksGroup Credit policy only allows the granting of credit to registered companies or close corporations, and WorksGroup will not grant credit to individuals, partnerships and/or trusts. Any decision by the WorksGroup is final and no correspondence/justification will be entered into.

WorksGroup is under no obligation to approve the application and/or grant the facility requested. Customer credit applications are subject to our internal credit policy.

Should your credit application be approved, WorksGroup will confirm your facility in writing to your nominated email address.

Should any credit be granted, WorksGroup payment terms are strictly 30 days from invoice. WorksGroup may choose to distribute electronic statements to your nominated email address. The non-receipt of statements, does not in any way defer the liability of payment within 30 days of invoice date.



The Customer will only be able to purchase Product(s) on the Site provided that the Customer has adequate facilities with WorksGroup and is not in arrears with any payments owing to WorksGroup.

7. DELIVERY

WorksGroup endeavors to dispatch the product within the time frame indicated on the Site, however, WorksGroup cannot be held liable for any losses or expenses incurred because of any late delivery for any reason whatsoever.

All risk in the Product shall pass to the Customer upon dispatch. From the time when risk passes to the Customer, WorksGroup will not be liable for loss or destruction of the Product.

Situations may arise in which WorksGroup may not be able to deliver to a certain address. In this event, WorksGroup will advise the Customer timeously and arrange for cancellation of the order or for the delivery to be effected to an alternative delivery address.

WorksGroup will endeavor to contact the Customer by no later the last working day prior to the dispatch to notify the Customer of the pending delivery.

If for whatever reason the customer is not available to and/or elects not to accept/take delivery of the Product(s) when the Product(s) is/are delivered then WorksGroup reserves the right at its sole discretion to have the Product(s) returned and to deduct from any refund and/or credit note any administration fees, delivery costs and/or storage costs.

On receipt of the Product(s) the Customer may either check the contents of the box or accept as unchecked, in which case WorksGroup delivery will be regarded as having been effected.

Deliveries must be rejected if the packaging is damaged and/or if the security tape has been tampered with. Acceptance of damaged packages by customers will be deemed as an acceptance of the correctness of the contents of these packages.

The Customer must notify WorksGroup within 48 hours of any shortages or damages at CustomerQueries@WorksGroup.co.za

8. RETURNS

Unless the Customer qualifies as a customer as defined in the Consumer Protection Act ("CPA") (Sec 16 Sec 19 read with S20), in which case the rules as set out in the CPA will apply, returns will only be accepted if the Customer notifies WorksGroup within two (2) working days of receipt of the Product.

Under no circumstances will a credit or refund be passed on Product returned if either worn or washed.

Any returns must be booked by mailing a completed WorksGroup Returns Form, available on request, as well as a copy of the Tax Invoice to onlinereturns@worksgroup.co.za. No telephonic instructions will be actioned.

WorksGroup will automatically reply with a tracking number.

WorksGroup will assess the request for the return and if WorksGroup accepts the return then a Collection Waybill Number will be sent to the Customer as notification that a WorksGroup courier partner will collect goods for return.



Please note that any returns will still be subject to inspection and Workgroup's discretion. Collection of goods does not automatically create a liability for WorksGroup, but merely allows us to collect the goods for inspection.

Any items returned, not recorded on the WorksGroup Return Form submitted, will be returned to the Sender immediately and the transport costs charged.

If the incorrect size/garment was originally ordered by the Customer and subsequently correctly supplied by WorksGroup, the incidental transport, admin and handling costs will be charged to the Customer.

Should the return be approved, a refund/Credit Note in favor of the Customer will be duly processed, but the Customer remains liable for all courier and logistics fees incurred.

WorksGroup will not facilitate exchanges – the Customer will have to place an order for the replacement items by following the normal ordering procedure.

Should the Customer elect to cancel their order when the order has already shipped, the customer remains liable for all courier fees.

9. FRAUD

WorksGroup may request documentation to complete the necessary fraud checks and cancel any order where the necessary documentation is not provided in a timely manner.

In the event of a fraudulent purchase being placed on WorksGroup, cardholders will be advised to initiate a chargeback via their bank in order to be refunded. WorksGroup does not process refunds for orders suspected of fraud, nor do we accept any liability for such payments.

WorksGroup does not provide order details relating to orders suspected of fraud.

If, in the event WorksGroup suspecting fraudulent activity, at its own discretion, it reserves the right to not accept and/or process payment and may cancel any sale between WorksGroup and the Customer and report the matter to the relevant authorities.

10. PRICING

Every reasonable effort will be made to ensure Price of all products on the Site are correct at the time of your purchase. If, however, the product is offered at an erroneous price, WorksGroup will not be obliged to supply the said product at the incorrect price.

WorksGroup also reserves the right to change prices when it deems necessary and the Customer agrees that these revised prices are not negotiable. If the Customer wishes to purchase any product on the Site, the Customer will be obliged to pay the price as indicated.

11. ERRORS AND OMISSIONS

Whilst WorksGroup shall take all reasonable effort to ensure the accuracy of all details and descriptions shown on the Site, WorksGroup shall not be liable for any loss, claim or expense relating to a transaction based on such error.

12. GOVERNING LAWS



As this Site is operated and controlled in the Republic of South Africa, it is therefore governed by South African Law and thus both the Customer and WorksGroup will submit to South African courts.

13. ADDRESS FOR NOTICES

WorksGroup uses the following address for any notices and communication:

P O Box 3190

Johannesburg

2000

info@worksgroup.co.za

14. COPYRIGHT

All the contents of the Site are the property of and vests in WorksGroup. Any unauthorized copying of the contents of the Site is strictly prohibited and WorksGroup reserves the right to prosecute any person or organization which infringes this right.

15. PRIVACY POLICY

WorksGroup undertakes not to send to the Customer unsolicited correspondence nor to share the Customers personal data with any other third party for this purpose.

Any personal information supplied to WorksGroup will be used solely by WorksGroup for processing orders, delivering orders to the correct address, processing payments, providing credit facilities, providing relevant communication when required and any other similar related services.

WorksGroup may be required from time-to-time to share your information with our distribution partner for the purposes of delivering your Product(s).

16. FORCE MAJURE/VIZ MAJOR

If WorksGroup is prevented directly or indirectly from carrying out all or any of its obligations in terms of these T&Cs as a result of any cause beyond its reasonable control (including without limiting the generality of the foregoing, war, civil commotion, riot, insurrection, strikes, fire, floods), WorksGroup shall be relieved of its obligations during the period that such event occurs and it shall not be liable to the Customer for any breach in these obligations.

17. SECURITY

Downloading or any attempt to download malware or damaging coding on this Site, will lead to WorksGroup prosecuting the responsible person.

The Customer warrants that the username and password used to log in on this Site is for personal use only and will not be shared or passed on to any third party.

18. INDEMNITY

WorksGroup is responsible for adhering to the Consumer Protection Act 68 of 2008 ("CPA") with the sale of any products from the site. Similarly, WorksGroup is responsible for adhering to articles 43(5) and 43(6) of the Electronic Communication and Transactions Act in terms of payment systems and security.



However, neither WorksGroup nor any of its representatives will be held responsible for any loss or accountability of any kind that arises from the use of (or inability to use) this site, its services or content.

Furthermore, WorksGroup provides no guarantee, implied or otherwise, that the content or technology attached to this website is free of errors or omissions. Nor is there any guarantee whatsoever that service will be 100% uninterrupted or faultless. Although the products on the site may be under guarantee, the site itself is offered on an "as it is" basis and is not set up or delivered according to your individual specifications.

19. LINKS

No person, business or website may be linked to any page on this site without prior written permission from WorksGroup.

LIMITATION OF LIABILITIES

Under no circumstances shall the total liability of WorksGroup include other costs, damages and / or losses which may be incurred resulting in the total claim exceeding the amount of the Product purchased from WorksGroup.