

# Terms & Conditions

## Introduction

www.bibirouge.com ("the site") enables buyers to shop for clothing and accessories ("the products") online. All visitors to the site ("users" or "you") will be able to see the products on offer, but only those who have registered for an account on bibirouge.com ("bibirouge" account holders" or "you") are able to buy.

## Legally binding contract

All users and account holders, including those that buy from the site ("buyers") are bound by these terms and conditions ("Ts & Cs"). By registering, or using the site at all, you recognise that you've read and accepted these terms and conditions.

## Products and availability

Please note that the stock of all items on offer is limited. bibirouge.com will make all reasonable attempts to ensure that special offers are brought to an end when stock runs out. If it happens that bibirouge.com is unable to fulfil any order at the advertised price because stock is sold out, bibirouge.com will let you know and you'll be entitled to a reimbursement for the rand value you have paid for such product.

## Buying products

The site allows you, the user, to place electronic orders ("order") for one or more products on offer as long as such products are available and not sold out.

A purchasing contract ("sale") between you and bibirouge.com only comes into effect once you have fully completed AND submitted the online order form for one or more products in your basket ("shopping cart") AND your payment has been authorised by bibirouge.com (or has been received into bibirouge.com's bank account). The above is dependent on the product being available.

Products on bibirouge.com cannot be reserved to be bought at a later stage, and placing an item in your basket without completing the order does not amount to a sale or an order.

This means that bibirouge.com may remove any item from your basket before the sale actually takes place in the event of the product going out of stock.

bibirouge.com cannot be held responsible if an order has become unavailable by the time you try to complete a purchase at a later stage.

#### Cancelling and ending orders

bibirouge.com reserves the right, in the interest of preventing fraud, to refuse processing of payment for any order and/or to cancel any purchase, partially or completely, with notice given to you. bibirouge.com will be liable for reimbursing you the rand value paid only if you have already paid for the cancelled order. You have the right to return item(s) purchased (see bibirouge.com Delivery and Returns Policy for more information).

#### PAYMENT

The price of each product is given in the product information. In case of a sale or special offer, the discount price is shown.

#### Errors

bibirouge.com makes every reasonable attempt to display purchase prices and delivery costs accurately. If, however, the product is offered at an erroneous price (or an incorrect delivery cost is displayed), bibirouge.com will not be obliged to supply products at the incorrect price/delivery fee. bibirouge.com will only be liable to return payment already made by you in the case you choose to cancel the sale once you have been made aware of the correct price/delivery fee.

#### PAYING BY CREDIT/DEBIT CARD

We accept payments made by Visa and MasterCard credit and debit cards, as well as EFT. When you place an order, the transaction details are presented to the bank for authorisation of the payment amount. If authorisation is not obtained, the order is cancelled. If authorisation is obtained, payment is usually immediate. You guarantee that you are fully authorised to use the credit card for payment of your order and that there are sufficient funds in this credit card account to cover the costs of any transactions you complete on bibirouge.com.

#### Paying by EFT

In the EFT process, be sure to use your name as payment references. Note you have 24 hours to pay once you've placed

#### Delivery/Place of delivery

bibirouge.com delivers within South Africa, door to door depending on the delivery address. Irrespective of the delivery location, bibirouge.com aims to deliver within 2 working days after manufacturing has taken place. Door to door deliveries are sent to a street address. No PO Box deliveries are done. bibirouge.com delivers within business hours in the Republic of South Africa. As buyer, you indicate where in South Africa you require delivery, as well as contact numbers to be used in connection with delivery. Your parcel will be delivered to the address you specify in the checkout process.

In the case of door to door delivery, if nobody is present at the address at the time of delivery, our courier will on the second attempt of delivery use the mobile phone number you provided in your order and/or leave a note (in the letterbox if a residential address) to indicate that there was an attempted delivery. The courier will try once more, and if at that time there is still no one to sign for the parcel, it will be your responsibility to call bibirouge.com (0836353132) or send an email to [info@bibirouge.com](mailto:info@bibirouge.com) to arrange delivery. If you don't contact bibirouge.com within 5 working days of the courier attempting the second delivery, the courier will return the parcel to bibirouge.com, and we will contact you via email to discuss potential redelivery at your own cost. If this attempt does not succeed within a reasonable amount of time, bibirouge.com will simply supply you with a gift voucher.

#### Delivery time and delays

Unless we inform you otherwise, before you place your order and before the final confirmation, the estimated maximum delivery time for an order in South Africa is 3 week (if stock is not available orders may take up to 3 weeks but you will be alerted once your order has been processed if a longer waiting time is necessary). Deliveries are made to street addresses, therefore no deliveries to PO Box addresses.

All bibirouge.com deliveries take place during business hours i.e. there are no deliveries over weekends or on public holidays. Please take this into consideration when selecting your delivery address.

#### Delivery completed

A delivery is considered complete as soon as the parcel is handed to an individual at your specified delivery address. This also applies when the package has been handed over by the courier, as indicated in the courier's tracking system. It is your responsibility, as buyer, to ensure that you or the intended receiver of the gift (when applicable) inspect(s) the parcel on arrival and makes known any justifiable complaints. The receiver has the right to refuse the parcel if it appears to have been opened or if it has clearly been damaged. Such complaints and claims must be brought to the attention of bibirouge.com by emailing [info@bibirouge.com](mailto:info@bibirouge.com)