# GUITAR EXPERIENCE CC Terms and Conditions

#### About us

Guitar Experience is an internet based business that specialise in the sale of new, used and vintage musical instruments and accessories.

Because we are totally independent and not tied to any particular brand, we are able to offer you the widest range of instruments and accessories with the focus on quality and your own special requirements.

#### Use of Site

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#### Disclaimer of Warranty

The contents of this site are provided "as is" without warranty of any kind, either expressed or implied, including but not limited to warranties of merchantability, fitness for a purpose and non-infringement.

The owner of this site, the authors of these contents and in general anybody connected to this site in any way, from now on collectively called "Providers", assume no responsibility for errors or omissions in these contents.

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The use of the contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

#### Our Rights

We reserve the right to:

Modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or

Change these Conditions from time to time and your continued use of the Website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.

We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.

## Privacy Policy

We are committed to protecting your privacy. This privacy policy applies to all the web pages related to this website.

All the information gathered in the online forms on the website is used to personally identify users that subscribe to this service. The information will not be used for anything other that which is stated in the Terms & Conditions of use for this service. No information will be sold or made available to any third party.

The Site may collect certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the Site; the pages that you access while at the Site and the Internet address of the Web site from which you linked directly to our site. This information is used to help improve the Site, analyze trends, and administer the Site.

We may need to change this policy from time to time in order to address new issues and reflect changes on our site. We will post those changes here so that you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer back to this policy regularly. If you have any questions or concerns about our privacy policy, please send us an E-mail.

By using this website, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our site. Your continued use of the website following the posting of changes to these terms will mean that you accept those changes.

#### Cookie/Tracking Technology

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking

technology; however, if you previously provided personal information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

#### Third Party Links

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

#### Product availability

Lead time is dependent on stock availability. Should we have stock available, orders will be dispatched the same day provided payment is validated/received before 1400 hours.

Should the product not be in stock please allow 20 working days plus freight transit time. This will allow for manufacturing and delivery to our warehouse.

Every effort is made to effect shipment of your order timeously however unforeseen circumstances may cause delays. Should we be faced with such an occurrence we will contact you via email and provide a revised shipping schedule.

#### **Delivery Policy**

When you click to make a purchase from us, legal obligations arise and your right to refund of monies charged to your credit card or paid in any other way agreed by us, are limited by our terms & conditions and the application of The Consumer Protection Act (Act 68 of 2008). You must not make any purchase through this site unless you understand and agree all our terms and conditions. Once payment is made for the purchase, it is deemed that you have read and understood the terms and conditions for such purchase. If you have any queries please contact us before making any purchase for any service through this website.

#### Delivery

We deliver anywhere in the world by either FEDEX or courier and only charge you for the actual shipping costs. Should you require a special quotation please complete our contact form. Only one delivery fee is charged per order. Please ensure the correct delivery address is provided from the outset as title and risk will pass to you once the order has left our premises.

#### Order processing

Order processing will not begin until we receive a confirmed order and payment of a 60% non refundable deposit. Your order will be shipped only after the full purchase price and shipping costs have been paid.

### Refunds/returns Policy

We pride ourselves in carrying high quality items and trust you will be delighted with your purchase. If you however want to return your purchase for any reason at all, then such return will be subject to The Consumer Protection Act (Act 68 of 2008).

## Payment Options and Pricing

All transactions will be processed in South African Rands (ZAR).

We endeavour to offer you competitive prices on current products; you're total order price will include the price of the purchase plus any applicable sales tax and actual delivery charges.

We reserve the right to change pricing at any time without prior notice.

We accept MasterCard and Visa credit cards. If you do not have a credit card please utilise one of the other payment options, or simply log off and return to the site at a later time to complete your order.

Payments can also be made by way of EFT (Electronic Fund Transfer) or by direct deposit into our account with the following details:

Bank: Standard Bank Branch: Thibault Square

Account name: Guitar Experience CC

Account type: 270950753

Account type: Current

SWIFT Code:

Please fax through your deposit slip to us on 021/4260090 to ensure your payment is confirmed and order shipped as quickly as possible. Cheque Deposits are subject to a 10 day clearing period.

We will only process you order once we are able to confirm payment into our bank account. For more information about how to order, special order requirements and other payment options, please contact our Support Team on email andreas@guitarexperience.co.za

Monitoring

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these

Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

#### Law

The Conditions will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

## Updating of these Terms and Conditions

We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

#### **Contact Details**

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