



## **Terms and conditions**

### **Introduction**

This website can be accessed at [www.getawaycomputers.co.za](http://www.getawaycomputers.co.za), related mobi-sites and software applications (the "Website") and is owned by Getaway Computers. These Website Terms and Conditions ("Terms and Conditions") govern the ordering, sale and delivery of goods, and the use of the Website.

These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website ("you", "your" or "user") or purchases an item(s) from Getaway Computers. By using the Website and by clicking on the ordering or buying any products from Getaway Computers or on the Website, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.

### **Terms and Conditions of use of Getaway Computers**

The information contained on this site is provided for information only. While the information contained on the site has been compiled in good faith, no representation is made as to its completeness or accuracy. Getaway Computers makes no commitment, and disclaims any duty, to update or correct or to provide notice as to any error or omission in any report or other information contained on the site. Getaway Computers reserves the right to add, modify or delete information on this site at any time.

ALL INFORMATION AND CONTENT ON THE SITE ARE SUBJECT TO APPLICABLE STATUTES AND REGULATIONS, AND ARE FURNISHED 'AS IS', WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. GETAWAY COMPUTERS SHALL NOT BE LIABLE (WHETHER IN NEGLIGENCE OR OTHERWISE) TO ANY PERSON FOR ANY ERROR, OMISSION OR INCOMPLETENESS IN THE INFORMATION, OR RELIANCE ON THE INFORMATION, ON THE SITE, NOR SHALL GETAWAY COMPUTERS BE UNDER ANY OBLIGATION TO ADVISE ANY PERSON OF ANY ERROR THEREIN. IN NO EVENT SHALL GETAWAY COMPUTERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION) ARISING

OUT OF THE USE OF OR INABILITY TO USE THE SITE OR THE INFORMATION THEREON, EVEN IF GETAWAY COMPUTERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Please note that there is no guarantee that any e-mail sent to Getaway Computers will be received by Getaway Computers, or that the contents of the email will remain confidential during internet transmission.

## **Deliveries:**

### **Delivery Information**

Most items listed on this website are not held in stock at our premises (unless otherwise stated) and are rather ordered from various suppliers as orders are placed. While we constantly update the site's prices and product stock levels based on information from our suppliers, it is recommended that you wait for an email or phone-call from us before making payment for any orders placed on the website. Sales orders will be send that confirm stock has been allocated to our order, will expire in 48 hours of sending, and it is recommended to only make payment if you have received a sales order for your order. Certain items such as fully-assembled PCs may have a slightly longer lead-time (since they'll need to be assembled and tested). Should any item not be in stock with our suppliers, we will contact you to suggest a substitute product. At this point, you may accept the substitute, place the item on backorder or cancel the item from your order.

Once you have received a sales order and invoice, you can make payment via EFT/ Cash. These are the only payment methods that we accept currently. Orders will be placed with our suppliers once proof of payment has been received. If you wish to collect your order a deposit of 30% is required for orders we don't have in stock, if you wished to have it delivered it will be shipped once the payment reflects in our bank account.

All our quotes, sales orders and invoices are valid for 48 hours of sending unless otherwise stated.

Once the order is with the Courier Company, the buyer claims risk of shipping if the shipment is not insured. Any loss, damage or theft during shipment of uninsured parcels are at risk of buyer.

Some locations have additional location surcharges attached, please contact us to confirm if your delivery location has additional surcharges.

**Door-to-door Courier (Local/Cape Town):**

This is a Same Day Door to Door delivery service within the Major Centre, Cape Town, and its immediate surrounds. Your parcel will be delivered the following working day, after payment has cleared in our Bank Account, by 17:00, if the payment for the order clears before 14:30 on the same day. If the payment for the order does not clear before 14:30, the delivery time may be subjected to an extra 24 hours. Please allow 1 extra delivery day for outlying areas, please contact to confirm which areas are outlying areas.

Please contact to confirm if your area classifies as one of the immediate surroundings.

**Door-to-door Courier (Outside of Cape Town):**

This is an Economy Door to Door delivery service within all Major Centres and their immediate surrounds. Your parcel will be delivered within 48 to 72 hours, after payment has cleared in our Bank Account, if the payment for the order clears before 14:30 on the same day. If the payment for the order does not clear before 14:30, the delivery time may be subjected to an extra 24 hours. Please allow 1 extra delivery day for outlying areas, please contact to confirm which areas are outlying areas.

Major Centres: Johannesburg, Pretoria, Cape Town, Durban, Bloemfontein, East London, Nelspruit, Port Elizabeth, George.

Please contact to confirm if your city classifies as a Major Centre.

**\* VOLUMETRIC WEIGHT**

It is an industry standard that courier consignments are charged at the greater of either weight or volumetric mass. Volumetric mass is calculated by multiplying the length, breadth and height (in centimetres) and dividing this by the applicable volumetric conversion factor (4000/4500/5000 depending on service type).

To receive an estimate on the delivery charge and delivery timetables, please contact us. Our courier's Terms and Conditions also apply, and are available per request.

**Collection from Getaway Computers' Offices:**

Clients may also collect their purchases directly from Getaway Computers in Brackenfell. There may be a waiting period of 1-3 business days, longer waiting periods may apply depending on product availability, after placing the order, before you can collect. Please call us beforehand if you'd like to arrange a pickup. We will inform once your order has arrived.

## **Returns Policy**

### **Returns:**

If a client is not satisfied with a purchase, it can be returned within 10 business days of the purchase date for a full refund, less any applicable shipping costs. Full refunds will only be issued if products are returned unopened and with all packaging and any other materials that were part of the original purchase.

Should an opened product be returned, a 30% re-stocking fee will be charged, provided that all the original packaging and all materials are provided with it. Should an opened item be returned without some or all the original packaging and materials, Getaway Computers reserves the right, at its sole discretion to levy an additional fee.

Goods returned in opened packaging need to be returned in a condition that is fit for resale. Software and consumables can only be returned if they have not been opened.

All products being shipped back to Getaway Computers should be carefully packed in protective materials where necessary. The package should have the invoice number and return address clearly marked. Should a product be damaged while being shipped to our offices; Getaway Computers will not be liable for the damages. It is recommended to insure any items that you send to us. The Client is responsible for shipment of product(s) back to Getaway Computers, unless Getaway Computers offered a free delivery with original purchase.

Any and all defective goods may only be return and be refunded if in original packaging with original invoice and will be send back to supplier for testing before any refund can be made, all this will only be done during working hours.

Any and all returns must be done within working hours. All refunds must include their original invoice. Refund may take up to 5 business days.

### **Replacements:**

All products sold by Getaway Computers are covered by the manufacturer's original warranty or supplier's warranty if applicable, which is at least 1 year from the date of order, unless otherwise stated. Some products have longer manufacturer warranties, and we honour these warranties as well.

Should you have a faulty item, contact us and we'll assist you by providing you with the details for the return process. If the product is found to be defective, you are entitled to either have the product repaired or replaced or be fully refunded (minus the delivery costs (if any)).

Any and all defective goods may only be replaced with original invoice and will be send back to supplier for testing before any replacement can be made, all this will

only be done during working hours. Any and all defective products will only be replaced only if a warranty was listed on original invoice.

### **Warranties:**

All sold products carry manufacturer or supplier warranties. Warranty lengths are calculated from date on original invoice. All warranties carry Replacements Terms and Conditions.

Any and all defective products will only be replaced only if a warranty was listed on original invoice if it doesn't have an original supplier or manufactures warranty, products which don't have a warranty listed is sold as is: it is the consumer's risk if not tested before purchase. Software, media, consumables and cartridges do not carry any warranty.

The following will result in a product declared warranty being null and void:

Physical Damage on the product, burn marks on the product, Missing serial number or any other original labels.

Items such as CPUs that have overheated due to incorrect use of fan or overclocking - No exceptions will be made.

Items such as main boards that have been damaged by incorrect use of Bios upgrades/overclocking/modifications or damaged Pins.

Items that have been mishandled/damaged due to power surges/blown out circuits or struck by lightning.

Items that have been marked, written on or tampered with in any other way.

Items such as hard disk drives, memory, processors even if they are defective that are not returned in an anti-static bag or in the original packaging.

In the case that the product can't be replaced, either because the product is discontinued or there is no replacement stock available, a similar product will be given in its place.

### **Invoices, Sales Orders and Quotes**

All invoices and other quotes are valid for one working day after receiving invoice, quotation or any other communicated prices, unless otherwise stated. Stock availability is subject till payment has cleared in our bank account, unless otherwise stated. Quotes are only for price estimation purposes and are not valid documents for making or referencing payments to.

## **Lay-by Agreements**

### **What is a Lay-by agreement?**

“If a supplier agrees to sell particular goods to a consumer, to accept payment for those goods in periodic instalments, and to hold those goods until the consumer has paid the full price for the goods”

Not all our goods are available to be purchased by the means of Lay-By, please confirm with us if the wanted item is available to be purchased over Lay-By.

Lay-By period are up to 6 Months, and are calculated after “cooling-off” period of 30 working days – wherein the product may be purchased by paying in full, the agreement may be cancelled by either us or you (client/consumer). After the “cooling-off” period a deposit or first instalment, which may include a deposit, is due.

If terminating the agreement before fully paying for the goods, or failure to complete the payment for the goods within 60 business days after the anticipated date of completion, a 30% (of original listing price) cancelation fee will be charge and deducted from the refund given for any amount paid by the consumer under that agreement.

## **Privacy Policy**

### **What information do we collect?**

We collect information from you when you register on our site, place an order or fill out a form.

When ordering or registering on our site, as appropriate, you may be asked to enter your: name, e-mail address, mailing address or phone number. You may, however, visit our site anonymously.

### **What do we use your information for?**

Any of the information we collect from you may be used in one of the following ways:

- To personalize your experience  
(your information helps us to better respond to your individual needs)
  - To improve our website  
(we continually strive to improve our website offerings based on the information and feedback we receive from you)
  - To improve customer service  
(your information helps us to more effectively respond to your customer service requests and support needs)
  - To process transactions
- Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent,

other than for the express purpose of delivering the purchased product or service requested.

- To administer a contest, promotion, survey or other site feature
- To send periodic emails

The email address you provide for order processing, will only be used to send you information and updates pertaining to your order.

### **How do we protect your information?**

We implement a variety of security measures to maintain the safety of your personal information when you place an order or access your personal information.

### **Use of Cookies and Other Tracking Technologies**

Our website developer together with its marketing, analytics and technology partners, uses certain monitoring and tracking technologies (such as cookies, beacons, pixels, tags and scripts). These technologies are used in order to maintain, provide and improve our Services on an ongoing basis, and in order to provide our Users and their Users-of-Users with a better experience. For example, thanks to these technologies, we are able to maintain and keep track of our Users preferences and authenticated sessions, to better secure our Services, to identify technical issues, user trends and effectiveness of campaigns, and to monitor and improve the overall performance of our Services.

Please note that Third Party Services placing cookies or utilizing other tracking technologies through our Services may have their own policies regarding how they collect and store information. Such practices are not covered by our Privacy Policy and we do not have any control over them.

**Cookies:** In order for some of these technologies to work properly, a small data file (“cookie”) must be downloaded and stored on your device. By default, we use several persistent cookies for purposes of session and user authentication, security, keeping the User’s preferences (e.g., regarding default language and settings), connection stability (e.g., for uploading media, using e-Commerce features, etc.), monitoring performance of our services and marketing campaigns, and generally providing and improving our Services.

If you want to delete or block any cookies, please refer to the help and support area on your internet browser for instructions on how to locate the file or directory that stores cookies. Information on deleting or controlling cookies is also available at [www.aboutcookie.org](http://www.aboutcookie.org) (note that this website is not provided by Wix, and we

therefore cannot ensure its accuracy, completeness or availability). Please note that deleting our cookies or disabling future cookies or tracking technologies may prevent you from accessing certain areas or features of our Services, or may otherwise adversely affect your user experience.

**Clear Gifs:** We and certain Third Party Services may employ a software technology called clear gifs (a.k.a. Web Beacons/Web Bugs), which enables them and us to improve our Services by measuring their effectiveness and performance. Clear gifs are tiny graphics with a unique identifier, similar in function to cookies, however unlike cookies these are not stored on your device, but are instead embedded within our Services.

**Flash and HTML5:** We and certain Third Party Services may also employ certain tracking technologies known as “Flash cookies” and “HTML5”, mainly for advertising purposes. Various browsers may offer their own management tools for removing or blocking such technologies. Additional information about managing Flash cookies is [available here](#).

(note that this website is not provided by Wix, and we therefore cannot ensure its accuracy, completeness or availability).

**Behavioural Targeting/Re-Targeting:** Certain third party ad networks may display advertising on our Website or manage our advertising on other websites. Such parties may use certain tracking technologies to collect Non-personal Information about your activities on the Services and different third party websites to provide you with targeted advertising based on your interests and preferences. You may opt-out of receiving targeted ads from certain ad networks by clicking [here](#)(or if located in the European Union click [here](#)). Please note this does not opt you out of receiving any advertising.

**“Do Not Track” Signals:** Please note that we do not change our practices in response to a “Do Not Track” signal in the HTTP header from a browser or mobile application.

**Do we disclose any information to outside parties?**

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those



parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

### **Third party links**

Occasionally, at our discretion, we may include or offer third party products or services on our website. These third party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

### **Childrens Online Privacy Protection Act Compliance**

We are in compliance with the requirements of COPPA (Childrens Online Privacy Protection Act), we do not collect any information from anyone under 13 years of age. Our website, products and services are all directed to people who are at least 13 years old or older.

### **Your Consent**

By using our site, you consent to our privacy policy.

### **Changes to our Privacy Policy**

If we decide to change our privacy policy, we will post those changes on this page, and/or update the Privacy Policy modification date below.

This policy was last modified on 07 Aug 2016

### **Changes to these Terms and Conditions**

Getaway Computers may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the Website.

Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.

### **Information**

For the purposes of the ECT Act, Getaway Computers' information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on the Website:

Full name: Getaway Computers is a Trading Name used by Hendrik Jacobus Vermeulen.

Main business: Online Computer Store

Physical address: 150 Buitekant Street, Protea Heights, Brackenfell, 7560, Cape Town, South Africa

Phone number: +27 71 545 6796

Official email address: [hendri@getawaycomputers.co.za](mailto:hendri@getawaycomputers.co.za)

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