

REFUND POLICY

INTRODUCTION

This website, <https://theinkynotebook.co.za> (referred to as “Site” or “Website”) is operated by Riana Jacobs Photography PTY (Ltd), and includes all sub-domains of the website.

Throughout the site, the terms “we”, “us” and “our” refer to Riana Jacobs Photography PTY (LTD) (hereunto known as The Inky Notebook).

This Refunds & Returns Policy describes how your personal information is collected, used, and shared governs your access to and use of thepapery.co.za (including any sub-domains), including any content, functionality and services offered on or through theinkynotebook.co.za (the “Website”), whether as a guest or a registered user.

This Refund & Returns Policy is an addendum to our Terms of Use, and should be read in conjunction with that policy. All terms and definitions defined in our Terms of Use are also applicable to this policy.

By using the Website or by clicking to accept or agree to the Terms of Use (when and if this option is made available to you), or by accepting any proposal from us, you accept and agree to be bound and abide by the Refund & Returns Policy and all other policies on our Website.

Please read the Returns Policy carefully before you place any order on our Website. If you do not want to agree to the Returns Policy, you must not place an order on the Website.

SECTION 1: VALIDITY

You understand that in the event that you want a refund or replacement, you only have 7 (seven) days to request such from the date you receive the item.

If 7 (seven) days have lapsed by since receiving your items and you have not notified us of your intention to return or exchange the items, then unfortunately we cannot offer you a refund or exchange.

This validity does not apply to general right of return, subscriptions, contracts, warranties, or guarantees. Please review the relevant sections for the conditions relating to these.

SECTION 2: GENERAL RIGHT OF RETURN

It is important to note whilst legislation allows goods to be returned, there is no general right of return.

If you purchase an item and decide you simply do not like it or are having regrets spending your money, you cannot simply return it because you have had a “change of heart” as that is unfortunately not a legal reason.

There are 4 instances in which you may return items as per legislation which is covered in the following sections.

SECTION 3: CONTRACT AND SUBSCRIPTIONS

You understand that you may cancel any contracts or subscriptions within a period of 5 (five) days of purchasing such contract or subscription if such contract or subscription

- was purchased as a result of a direct marketing campaign as defined by law.

You understand that you may cancel any contracts or subscriptions within a period of 5 (five) days of receiving items not

seen before on contract or subscription if such contract or subscription

- items do not meet the purpose we have specified it would.
- items do not reasonably confirm to the specifications you have supplied to us.
- items do not meet the type or quantity reasonably expected from the agreement.

You understand that any cancellation on contracts or subscriptions for any other reason or after the 5 (five) days can be cancelled at any time, with the cancellation taking effect at the end of the next billing cycle, either month-end or year-end.

Example: A month to month billing can be cancelled at any time, with the cancellation coming into effect at the end of that months billing period. A year to year billing can be cancelled at any time, with the cancellation coming into effect at the end of that year's billing period.

SECTION 4: WARRANTIES AND GUARANTEES

All our items carry a warranty of 30 (thirty) days unless otherwise specified on the relevant product's page.

You understand that items with a direct implied or associated warranty of quality may be returned for a refund, replacement, and/or repair for a period of up to 6 (six) months (or longer if specified on the item by the manufacturer or distributor).

You understand that if any warranties or guarantees are applicable to any item and/or service, that such warranty and/or guarantee will be specified on the specific item's page, and/or on a central warranty and/or guarantee page on our Website specifying which items and/or services are covered.

The warranty, if provided, gives you the right to receive items that:

- are reasonably suited for the purpose that they are intended to be used for.
- are of good quality, free of defects, and in good working order.
- are durable and usable for a reasonable period of time.

You understand that you will not be able to claim a refund, replacement, or repair on any items where:

- no implied or direct warranty has been provided on the items.
- you have used the items not as intended.
- you have been made aware of any specific defects.
- you agreed to receive the items in the condition specified.

You understand that you will not be able to claim a refund on any services where:

- no implied or direct guarantee has been provided on the services.
- in the event of a guarantee, you have not followed the instructions and/or recommendations provided.

SECTION 5: ELIGIBILITY FOR REFUNDS OR REPLACEMENTS

You understand that in order for us to complete a return, refund, and/or subscription cancellation, we require a receipt or proof of purchase to be sent to us along with your request for a refund.

You understand that to be eligible for a return, your item must be:

- in its original packaging.
- in the same condition that you received it.

You understand that several types of goods and services that are exempt from being returned or receiving refunds, such as, but not limited to:

- perishable goods such as food and/or flowers.
- intimate and/or sanitary goods.
- hazardous materials, flammable liquids, and/or gasses.

- newspapers and/or magazines.
- digital downloads and/or resources.
- digital services, mentorship, coaching, eLearning, online courses, etc.

You understand that in certain situations we might only grant partial refunds, at our sole discretion:

- any item not in its original condition, is damaged or missing parts for reasons not due to our error.
- any items where original packaging has been opened and/or damaged.
- any item that is returned after the maximum time specified in this policy.
- Selected services, mentorship, coaching, eLearning, online courses, etc.

SECTION 6: NOTIFICATIONS

You understand that you must send a notification of your intention to return an item, request a refund, and/or cancel a service within 7 (seven) days to us, and such notification needs to be in writing and delivered to us by hand, email or registered mail, or if available, a request submitted via our returns and refunds portal (if available).

SECTION 7: PRELIMINARY INVESTIGATION

You understand that once you have submitted a request to us relating to a request for refund, return and/or cancellation of subscription, we will complete a preliminary investigation to see if you qualify for a refund, return and/or cancellation as per the terms of this policy.

SECTION 8: RETURN OF ITEMS

Upon conclusion of the preliminary investigation we will provide you with the physical address where the items should be returned to.

You understand that you are liable for the cost of returning the items via a reputable courier, including any insurance, and that in the event of the item getting damaged or lost in transit, that you are liable for such and any related costs.

You understand that we are liable for the cost of returning items only when the items:

- do not meet the purpose that they were advertised for by us.
- have an implied or specified warranty as defined in this policy.

SECTION 9: DURATION TO RESOLVE

You understand that we have 15 (fifteen) days from receiving the notice of termination (if contract and/or subscription), or receiving the returned items, to refund you and/or resolve the issue.

SECTION 10: ADDITIONAL COST LIABILITY

You understand that in the event that the returned item/s and/or packaging have been open, damaged, and/or used that we may charge a fee for the use of the goods, to be deducted from the total refund amount or billed to you separately at our discretion.

You understand that in the event that the returned item/s and/or packaging have been open, damaged, and/or used that we may charge for any and all restoration costs, to be deducted from the total refund amount or billed to you separately at our discretion.

You understand that in the event of a repair due to the warranty conditions of this policy, that we are liable for such repair costs,

including any courier costs for returning the item to us or the manufacturer, including courier costs of returning the item to you.

You understand that in the event of a replacement due to the warranty conditions of this policy, that we are liable for such replacement cost, including any courier costs for returning the item to us or the manufacturer, including courier costs of returning the item to you.

SECTION 11: YOUR RIGHTS FOR REFUNDS, REPAIRS, REPLACEMENT

You understand that you have the choice of refund, repair, or replacement.

SECTION 12: REFUNDS

You understand the following terms in the event that you request a refund:

- If you request a refund, such refund will be only in and via the original method of payment.

Example: If you paid by credit card, the money will be refund to that same credit card. You may not request transfer of funds to a different account or bank/credit card, or cash.

- Any refund will be based on the item price at time of purchase (including any discounts at that time) in the amount default store currency.
- We take no liability, and you will not be refunded for any interest charges, exchange rate fluctuations, bank charges, and/or any other payment related fees you might have incurred during or since your initial purchase and/or might incur as part of any refund due to you.
- Purchases made by gift cards will be refunded in the form of a gift card and not be paid out in any other form.

- Purchases made by using in-store credit will be refunded in the form of in-store credit and not be paid out in any other form.
- Any refunds will only be made to the individual or company that made the initial purchase and refunds are not transferable to other individuals or companies.

SECTION 13: REPAIRS

You understand the following terms in the event that you request a repair:

- Repairs are subject to the duration provided to you by us, and in most cases subject to the timeline of the manufacturer or contract manufacturer we use.
- Should you commit to repair, you may not during the course of repair, change your request to either a refund or replacement, unless where such repair exceeds the duration, we have agreed specified.

SECTION 14: REPLACEMENTS

You understand the following terms in the event that you request a replacement:

- Any replacement will be subject to new terms as if purchasing a new item.
- Shipment time for any replacements may vary based on your location.

SECTION 15: THIRD PARTIES

Any goods or services purchased via links from our Website to a third-party Websites or companies are subject to the returns, exchanges and refunds policies of those third-parties, and such

request for returns, exchanges, or refunds should be communicated directly with those third-parties and we hold no liability for any items purchased from a third party.

SECTION 16: LATE OR MISSING REFUNDS

You are required to follow the following procedure if you have not received your refund within the allocated time period:

- First check your bank account again.
- Then contact your credit card company, it may take some time before your refund is officially posted.
- Next contact your bank. There is often some processing time before a refund is posted.
- If you've done all of this and you still have not received your refund yet, please contact us at home@theinkynotebook.co.za

SECTION 17: DEFINITION OF DIRECT MARKETING

The definition of direct marketing in terms of this policy is:

- Where a supplier, either in person, by post, or electronically communicates with a person for the purpose of advertising their goods for sales, services available, or to request a donation.
- A person can be approached electronically by means of telephone, fax, email, sms, wireless computer access, or any other form of technology.

SECTION 18: COMPLIANCE BY LAW

This agreement is compliant in terms of the laws related to the Consumer Protection Act and Electronic Communications and Transactions Act (or variations thereof) of most countries across the world.

SECTION 19: REFERENCES AND RELATED POLICIES

These additional policies and terms and conditions are directly linked and associated with this Refunds & Returns Policy, and include:

- [Terms and Conditions](#)
- [Privacy Policy](#)

Any additional terms and conditions and/or agreements and/or modifications of existing terms in policies communicated with you in writing electronically will also form part of these Terms of Use.