

Returns Policy



June 2018 | Version 1.0

1. Our goods

We supply physical goods.

2. Read instructions

Please carefully read and follow all instructions that come with our goods. For example, any documents that help you use our goods. Please also read our website at <https://lavenderblueonline.com/> for tips on using our goods.

3. Un-returnable goods

We supply certain goods that you cannot return to us because they are:

- perishable; or
- of an intimate nature that prevents anyone else from using them.

Perishable goods includes everything under our food and drinks category, and we are unable to refund or exchange items due to public and food safety regulations. If, however, your perishables have arrived damaged or expired we will replace or refund them when we are at fault.

4. Advance orders

If you order the goods in advance, we may charge you a reasonable deposit. You will forfeit this deposit if you cancel the order within 10 days before the agreed upon delivery date.

5. Cooling-off period for electronic transactions

Section 44 of the Electronic Communications and Transactions Act may apply to your electronic transactions. If you qualify as a consumer under the ECT Act, you may be entitled to cancel some electronic transactions within seven days, without reason or penalty. Section 44 is only applicable if you are a natural person – in other words, a human being. You must also be the end user of the goods or service. The transaction must be an electronic transaction – a transaction concluded via (in whole or in part) the website, email, or SMS.

This cooling off period does not apply to goods made or altered to your specifications, or goods specially ordered from a foreign country.

5.1. Return of goods in terms of cooling-off period

You must return any goods in new condition with all original packaging and materials (including any accessories or parts). We will refund the purchase price of the goods (minus the direct costs that we incur relating to the return of the goods) within 30 days of the date of cancellation.

6. Incorrect item delivered

We do our best to ensure the goods information, availability, purchase price and associated delivery times and fees are accurately reflected on our site. Please notify us within 7 days (the sooner the better) by logging a return on our website.

However, should we accidentally deliver the wrong goods to you or if the goods are not as described on the website, or is missing any parts:

- Please do not remove the goods from its original packaging or any of the stickers or labels.
- Notify us as immediately and we will collect the goods from you at no charge.

We will at your choosing:

- deliver the correct item to you as soon as possible (if available); or
- issue a refund (using the same method of payment you originally used for the purchase).

7. Goods arrived damaged

If your goods arrive damaged, missing any parts or accessories, or inoperable, then we will do our best to resolve the issue. Please notify us within 7 days (the sooner the better) by logging a return on our website.

We will require the following information to assess where in the delivery process the damage may have occurred:

- photograph of the outer box (including whether it has a Fragile sticker or not);
- photograph of the inside of the box, including the inner packaging; and
- photograph of the damaged item.

If necessary, we will arrange collection of the goods from you at no charge. Once we have inspected the goods or photographs and validated your return (if needed), we will, according to your preference:

- replace the goods (if available); or
- issue a refund voucher for the purchase price of the goods or
- issue a refund (using the same method of payment you originally used for the purchase). Please note that a refund is not available if the item was received as a gift.)

8. How to package an item you want to return

The returning goods must be packed in its original packaging. Returns that are sent back otherwise will have a 10% repackaging fee levied against them. If the returning goods have not been packaged properly and is damaged, then we simply cannot give you a refund. It is your responsibility to package the item correctly.

9. How we process your refund

9.1. Damaged goods

Refunds are handled within 8 to 10 working days of logging the return (refunds can take up to 3 working days to reflect in your account once processed due to banking timelines). Replacements may take longer as these are dependent on availability.

10. Our goods warranty

We warrant that all our goods are new and of good quality unless we clearly describe them as used or reconditioned or as having specific defects.

11. Statutory warranty against defects

We warrant all our new goods against any defects for six months of normal household or business use, from the time we supplied the goods. This is the statutory warranty in terms of the Consumer Protection Act of 2008 (the CPA).

11.1. Defective goods

Defective goods are those that had a defect or were unsafe when we supplied them. We highly recommend testing out your purchase as soon as you have received it to make sure that everything is in working order. A defect usually means that the goods were manufactured using materials, components or workmanship below an acceptable standard. You must prove that goods are defective.

11.2. Statutory compensation

We will repair, replace, or refund the price of any defective goods that you return to us during the six month statutory warranty. Returns must follow our returns procedure below.

11.3. Choice of compensation

Any customer that is also a consumer under the CPA may decide whether we should either repair or replace the defective goods, or make a refund. We will decide how to compensate any of our other customers.

12. Inspection of defective goods

12.1. Suitably qualified examiner

A customer that believes goods are defective should ask a suitably qualified person to examine the goods and produce a report for us to consider. A suitably qualified examiner is a reputable and independent person trained and qualified to repair goods similar to ours.

12.2. Inspection fee

You may also ask us to inspect any goods believed to be defective. We may charge an inspection fee equivalent to 20% of the price paid for the item. We will fully refund this inspection fee if the goods were defective when we supplied them.

12.3. Our examination duties

We train our staff to recognise any defects in our goods. They can usually tell if the goods have been misused, for example if they have been neglected, damaged, altered or not used according to instructions. Our staff will give reasons if they refuse to accept that we supplied defective goods, but will only do this if they honestly believe the goods have been misused.

12.4. Limited refund of inspection fee

We do not have to refund any inspection fee paid if our staff do not accept that we supplied defective goods.

13. Statutory right to return unsuitable goods

Our customer that is also a consumer under the CPA may return goods within ten days of delivery if they could not examine them before delivery and then discover that the goods are not what they ordered or expected, or are not suitable for a specific purpose that they communicated to us in writing.

13.1. Returns of unsuitable goods

A consumer must return unsuitable goods within ten days of delivery according to our returns and refunds procedure below.

13.2. Refund of price of unsuitable goods

We will refund the full price of any unsuitable goods in their original unopened packaging. For opened goods, we may deduct or charge a reasonable amount for any use of the goods plus certain costs necessary for repackaging and restocking, subject to the CPA. These costs are usually up to 25% of the cost of the goods.

14. Postage costs

We will refund the reasonable postal and insurance costs of returning defective or unsuitable goods. We may inspect the goods to confirm that they are defective before we do so.

15. Invalidation of warranties and right to return unsuitable goods

Warranties on any of our goods will be invalid if any person who is not suitably qualified has opened, tampered with or altered the goods contrary to the instructions or removed the warranty label. This also applies to goods found to be unsuitable. It may be fraud to damage goods deliberately to claim a refund.

16. Exclusion of industrial use

We only warrant goods for any industrial or unusual commercial use if we clearly state this in writing, for example on the packaging.

17. Our returns and refunds procedure

You must use our returns and refunds procedure for returning defective or unsuitable goods, or else we may refuse to accept them. Our returns and refunds procedure is as follows:

- Download a return or refund claim form from our website or ask our customer services department (details below) to fax, post or email the form to you.
- Fill in the form with your contact details, date and place of purchase, and all details of the physical goods that you want to return, including how and why you believe the goods are defective or unsuitable for your purpose.
- Email, fax, post, or deliver the refund or return claim form to customer services. Customer services should contact you with a return or refund claim number within 24 hours of receipt, otherwise you must contact them to get the number.
- Our customer services department may tell you that they do not believe you have a claim, for example because the warranty period of the goods has expired. In this case we may refuse to repair or replace goods, or refuse to pay a refund
- Any return of physical goods must include proof of purchase plus all accessories and instructions, and all original packaging that is still available. If original delivery packaging is not available, please make sure the goods are in protective packaging as we are not responsible for any damage in transit. If the returning goods item has not been packaged properly and is damaged, then we simply cannot give you a refund. It is your responsibility to package the item correctly
- Please write the return claim number clearly on the package. We may refuse to accept a package that does not have this return claim number on it.
- Deliver the defective physical goods under warranty or unsuitable physical goods to us or post them by normal prepaid registered post, insured against loss, damage and theft. The street and postal addresses for all returns are the same as for our customer services department, details of which are below.

- If you choose to post the physical goods, please notify us that you have done so by sending us an email. In this email, please provide us with the post office tracking number for the envelope or package.
- Once we have received the package, we will notify you that we have received the physical goods. Please allow 10 working days from the date on which you sent the envelope or package for it to reach us. If we have not notified you within 10 working days, please contact the postal service that you sent the package through and try and establish whether it has been delivered to the correct address.
- We will also notify you in the same email if we have not received the return or refund claim form associated with your claim. If we have not received it, we will send you a blank return or refund claim form attached to the email. Please complete it and return it to us in terms of our returns and refunds procedure above. We will not be able to continue processing your claim until we have received this document.
- If you claim that our goods are defective, our staff will examine the goods for defects. In the case of physical goods, our staff will examine the actual goods. They will report to us whether the goods were defective, were misused, or are of good quality. We do not regard the following as defective:
 - faults resulting from normal wear and tear;
 - damage arising from negligence, user abuse or incorrect usage of the goods;
 - damage arising from electrical surges or sea air corrosion;
 - damage arising from a failure to adequately care for the goods;
 - damage arising from unauthorized alterations to the goods; or
 - where the specifications of a goods, although accurately described on the website and generally fit for its intended purpose, do not suit you.
- If you claim that our goods are unsuitable for your purposes, we will first investigate whether you communicated the purpose to us. If you did, we will then provide you with a written report indicating whether we believe the goods were unsuitable for your specific purpose or not.
- If the goods were returned outside the seven day cooling-off period, or our staff report that the goods were misused, were of good quality, were not provided to you for a specific purpose or were suitable for that purpose, then we will not repair, replace, or refund the goods.
- If you returned the goods within the seven day cooling-off period and our staff report that the goods were defective, were provided to you for your specific purpose and were unsuitable for that purpose, then we will either contact you and ask you whether you would like us to repair, replace, or refund the price of the goods (if you are also a consumer under the CPA) or advise you how we have decided to compensate you (if you are not a consumer under the CPA).
- If you choose for us to repair or replace the goods or we decide to do so ourselves, we will contact you as soon as reasonably possible to organise the necessary steps to repair or replace the goods.
- If you choose for us to make a refund or we decide to do so ourselves, we will contact you and arrange payment of the refunded amount into a bank account of your choice within 30 days of cancellation.

18. Our customer services department contact details

Our customers can contact our service department as follows:

- Telephone number: 064 667 6977
- Email address: info@lavenderblueonline.com
- Postal address: B67 Old Transkei Road,
Beacon Bay
East London
South Africa
5241
- Street address: B67 Old Transkei Road,
Beacon Bay

East London
South Africa
5241

- Office hours: 08h00 – 17h00 Mon to Fri

19. Customer queries and complaints

We aim for complete customer satisfaction. We respect our customers' rights and always try to comply with best practice and all relevant laws. If you are not satisfied with any of our goods, or have any questions, please contact our customer services department and have your invoice ready. We will try our best to solve your problem. We are proud of the reputation of our goods.

20. Dispute resolution

If we do not accept that we supplied defective or unsuitable goods, and our customer services department has not been able to help, any customer may still take the matter up with a suitable ombud or other dispute resolution body, or take legal action. The dispute resolution procedures under the CPA do not necessarily apply to all transactions with us. This policy does not exclude any other rights customers may have.