



Term and Conditions

1. CONTACT DETAILS

Instruct Audio is a brand of Rene van Son Business Development and Management cc, registered under number 2004/024842/23, hereafter RvSBDM.

The physical address of the company is 431 Shetland Road, Beaulieu 1685 (Midrand). This address is for legal purposes only, it is not a trade counter.

This website, related domain names, and its contents are owned and maintained by the said company.

If you wish to contact us please use our contact info on the Contact and Order page located on this website.

2. HARDWARE & OTHER PRODUCTS

All hardware products are boxed and brand new unless clearly stated otherwise. Before delivery we check the content of the box and seal it with our label.

3. ORDERS

We make every effort to ensure the products we supply are of the highest quality, reach you in good condition, and are delivered promptly.

If for any reason you are unhappy with your purchase, or the service you have received from our company or our suppliers, please us know via the Contact page.

4. PRODUCT DESCRIPTIONS

Many of the products we sell are of a technical nature and in some cases manufacturers make changes in devices, without prior notice. Unfortunately it is not practically possible to publish detailed images and specifications of all the goods and maintain up to date specifications. Thus all drawings, photographs, descriptive matter, specifications and advertising are for the sole purpose of providing illustrations and approximate descriptions only. A more detailed explanation of hardware can be obtained by contacting us. This explanation will be based on our own independent product testing and is opinion only.

Unless our company is specifically asked about requirements or compatibility, we shall assume the customer is aware of what these are.

Manufacturers of the products we sell reserve the right to amend their product specifications without prior notice.

5. PRODUCT GUARANTEES

Remember: you are liable for returning the goods in the same state and packaging in which they were delivered to you. In case the goods are returned are damaged, dirty, incomplete or faulty we will either withhold a part of your payment or the whole sum in case the goods have been returned in a state that makes them unsuitable for reselling (as new or as a demo model). Should the product be damaged upon delivery you should notify us of this in writing within 2 working days after delivery. RvSBDM is not liable for any damages or costs after the 2 working days have expired.

Hardware products are covered by their respective manufacturer's warranties. In general the warranty covers 12 months from the date of delivery of the original product. Products are guaranteed for the warranty period against malfunction in the system due to defects in workmanship and materials. The warranty does not apply to consumables and wearables such as microphones, earphones, batteries, chargers, cables, connectors, and furthermore excludes finish, appearance items, or intentional or unintentional abuse or misuse. If a malfunction under the warranty terms occurs, the hardware will be repaired or replaced (at RvSBDM option) without charge for materials or labor.

Warranty is only valid within the country in which the product was purchased.

6. TEMPORARY REPLACEMENT UNDER WARRANTY

In the situation of equipment (see article 5 for coverage/exclusion) becoming faulty during the warranty period, RvSBDM will temporarily replace the hardware with an identical product or a product with comparable core functionalities. This service does not apply for faults that are caused by incidents which are excluded from warranty. In case a fault occurs, please send an email describing the model, serial number, summary of the fault, address for pick up and address for delivery of replacement. It is up to the discretion of RvSBDM to either temporarily supply a replacement or replace the faulty unit by an identical, new unit. The client has no implicit or explicit rights on replacement of a faulty device with a new device within the warranty period. Shipping costs are your responsibility and will be invoiced to the original buyer of the product(s). Replacement products should be returned in the same state as they were delivered; RvSBDM is entitled to charge a fee for damaged returned goods or withhold delivery of warranted goods.

7. PRICES

We reserve the right to amend our prices without prior notice. Prices in all sales materials (website, flyers, etcetera) are in ZAR. Payments of orders have to be transferred into our account in ZAR, banking costs charged by your bank are to be paid by you. All customers with outstanding orders will be notified of any change in prices before their order is charged and despatched.

All orders are accepted subject to availability of stock at the time of picking the order.

Prices are correct at the time of publication or upload to our website. We are not obliged to supply goods to you until we have confirmed acceptance of your order. The acknowledgement email you may receive does not constitute order confirmation, or acceptance, unless stated.

8. PURCHASING FROM US

We are unable to process your order until your proof of payment and payment has been accepted. Cash payments into our bank account (via banking order or electronic transfer) are the only accepted payment methods. We do not accept cards or cheques.

No items or title of the goods shall pass from RvSBDM to the customer until payment has been received in full.

By submitting your order, you are offering to buy the goods, and allowing us to use your personal details for the purposes of supplying those goods (including passing your personal details onto couriers and other subcontractors). Personal details can be removed from our system by written request.

You are responsible for the suitability of the goods they are purchasing. If any product supplied is not used for its intended purpose, subjected to abuse, or unreasonable usage will void the warranty on the goods.

9. AVAILABILITY OF GOODS

We go to great lengths to ensure that everything shown on our website and catalogue is available to order is in stock. We are nevertheless dependent on our own suppliers to deliver stock to us. All orders and special offers are therefore subject to the availability of stock when picking your order. All items are sold on a first come, first served basis so that all customers are treated fairly. We will always try to inform you if an item is not in stock when you place your order with us. When we receive your order we will ship everything that is in stock.

10. BACK ORDERS

If an item is out of stock and a payment has been made to place the order, we will automatically make you a back order. If the goods return into stock within 6 weeks they will be sent straight out with no additional shipping charges, only a handling charge of R 50.00. You may cancel your back order at any time at no cost and with no penalty by contacting us via phone or email. As with all orders you will only be charged when items are ready to be dispatched to you.

Please note that if you do not cancel your back orders, they remain an on-going order with us. When canceling a back order with us please make sure you receive confirmation from us that it is canceled. Customers will be notified by email when the item(s) become available again. This email notification service is FREE and there is no obligation to purchase the item(s).

11. SHIPPING

All products are sent out in appropriate packaging. Shipments are computer tracked with barcodes and can be followed up at any time by contacting us. We only ship small parcels to postal addresses, unless agreed upon otherwise. Larger parcels will be delivered at a physical address only. We advise you to ensure somebody is present at the address since items may require a signature upon delivery; RvSBD can not be held liable for any costs charged for repeatedly failed delivery attempts. Once goods are delivered and signed for they become your responsibility.

Orders sent to a third party address are sent at the customer's liability due to the higher risk of a third party obtaining your order when sending to a third party address.

We reserve the right to alter the shipping option of an order in the case of certain items not being in stock. This will only be implemented on rare occasions to save you money on postage charges.

In the unlikely event that your goods do not arrive within 7 days of despatch, first call or e-mail us to confirm your order has been shipped and that we have your correct delivery address details.

Unfortunately parcels can not be declared lost in post until 15 working days have elapsed from the shipping date. We therefore cannot replace your order until the courier or postal service have confirmed that your parcel has been lost/damaged.

If in the unlikely event that your order is damaged or lost in transit, a replacement order will be issued. If we cannot supply an identical order we will issue you with store credit to use at a later date.

12. SHIPPING TIMES

Our orders are shipped and handled by third party couriers, therefore all delivery dates and times given are only estimates. Normal delivery time after dispatch is approximately 1 to 3 working days. However please allow up to 14 days during busy periods e.g. Christmas. On average delivery takes 2 working days; this however is not guaranteed.

We endeavour to get your order to you within the estimated delivery time, however, on rare occasions the delivery may be delayed. We therefore cannot be held responsible for delays by the courier / postal service or for any consequential losses you may suffer if the delivery is not on time for whatever reason.

Orders being shipped to remote locations may, on rare occasions, be slightly delayed by the courier / postal service.

13. SHIPPING CHARGES

All shipment charges mentioned on websites are for regular transport within the Republic of South Africa. For international

orders we will quote on the costs of shipment upon request.

If your order is returned to us undelivered due to your own fault you will be responsible for re-shipping charges. The re-shipping charges have to be paid before re-shipping will take place. We will issue an invoice for the re-shipping fee.

14. RETURNS

You have the right to return any item ordered. This excludes consumables and worn items e.g. microphones, earphones, carrying bags, etc.). Products are not supplied on a trial basis. However, please contact us within seven days after receipt of the goods in case the products do not satisfy you and explain the reasons to us. We can then either find suitable equipment or refund your payment (minus the initial delivery costs).

If you wish to return an order please write to:

René van Son Business Development and Management cc

PO Box 31401

RSA Kyalami 1684

To return an unwanted order you must give us notice within 7 working days starting on the day after the day that you received the goods from us.

Alternatively, you can send us a fax on 086 503 0401 or e-mail us at renevanson@ananzi.co.za stating your ID number and cancellation instructions. We shall refund the total amount of money paid by you for the goods, less any costs for the initial delivery and/or to collect the goods if required, within 30 days starting from the day on which we receive notice of cancellation in writing from you and subject to the goods being correctly returned as detailed below.

If you are returning an item, you are responsible for arranging the return shipment and for the return shipping costs. Products should be returned in the same state as they were delivered; RvSBDM is entitled to charge and subtract a fee for damaged returned goods or withhold delivery of replacement goods. Please do not forget to check beforehand if the goods are insured by the transporter against theft, loss, damage, etcetera.

15. OVERSEAS CUSTOMERS

Most orders can be tracked using the tracking info located on the despatch email we send you when your order leaves our warehouse.

In the unlikely event that your goods do not arrive within 29 days of despatch, first contact us to confirm shipping of your order and all delivery details are correct. Unfortunately parcels can not be declared lost in post until 29 days have elapsed from the shipping date. We therefore cannot replace your order until the courier or postal service have confirmed that your parcel has been lost/damaged. You should also report the incident at your local police station and send us a copy of the document in order for us to submit a claim with the transporter.

It is your responsibility as the customer to pay all applicable customs fees and taxes for your country. If you refuse to pay these charges then your order may be abandoned and you will lose your goods as well as your money.

16. CANCELLATIONS

You may cancel any order before it has been shipped. Please note that the only way to cancel an order is in writing / email. If the order is to be cancelled, please call us to inform us of the intended cancellation, but then it still has to be confirmed in writing / email.

If you cancel an order by email you must wait to receive a confirmation of the cancellation. Your order is not cancelled until you receive this.

In case the order has been paid before cancellation we will refund the payment within 5 working days, minus a cancellation admin fee of ZAR 350.

17. GENERAL

We may refuse to take your orders if we feel you have been false in your information or made payment promises that are not kept.

We reserve the right to amend our terms and conditions at any time without prior notification.

All phone, cell or VOIP calls may be recorded for mutual protection and training purposes and to ensure good levels of service.

We do not distribute customer details or e-mail addresses to third parties. Marketing e-mails are only sent to consenting mailing list subscribers and your details can be removed at any time.

All dealings, correspondence and contracts between us shall be made or conducted in the English language.

CUSTOMER SERVICES

If you are not happy with your order or the service you have received you should send us an email. We promise to reply 5 working days and solve any problems you may have, subject to SA law.