TERMS & CONDITIONS

Books Africa is dedicated to providing the scholars with a simple, safe and convenient platform to buy and sell their used textbooks to the public.

By listing your book for sale through our website, you are confirming to Books Africa that you are an individual consumer who is legally capable of entering into binding contracts;

- You are the legal owner or have the permission of the legal owner to sell textbooks.
- You are at least 18 years of age or, if you are under 18 years of age, you have obtained your parent’s or guardian’s consent to sell your textbooks for the price indicated on the Website.
- You are based in South Africa; and are accessing the Website from South Africa.
- Have read and understood our return policies.

By listing your book/s on the Books Africa website you agree and expressly warrant that prior to selling your textbooks they have not been copied and you have not made any other type of illegal copy of the textbook that you are selling and furthermore agree and accept to fully indemnify Books Africa against any potential action or action(s) whatsoever that may or may not be taken with regard to the sale of your textbook/s in relation to, but not limited to, copyright and/or intellectual property that might or may result from the sale of your textbook/s to Books Africa.

You may only have one account per person. If you are found to have more than one account, we shall be entitled to immediately terminate your accounts and lists. We may charge you a reasonable administration fee based on the costs incurred by us in doing so together with all courier fees.

If you are found to be abusing or manipulating the website or services we offer, we shall be entitled to recoup our losses from any payments owing on sold textbooks. We shall also be entitled to immediately terminate your accounts and cancel any amounts owing.

Privacy Statement

You acknowledge and agree to be bound by the terms of our Privacy Statement.

The Contract

By clicking ‘Sell My Book’ you are offering to sell your book/s to other scholars for the accepted price as indicated by the system. All books sold are subject to final acceptance by the purchaser, we will confirm the conditional sale to you in writing by sending you an email that confirms that your book has been sold. Nothing in these Terms and Conditions shall affect our right to change the prices of the textbook/s.
Offers

Any prices that we provide to you are based on the new book prices, courier costs and site commission.

Cancellation Rights

If you do wish to cancel, please contact us and tell us in writing that you want to do so within 24 hours. Please contact us at info@booksafrica.co.za

If you inform us that you no longer wish to sell a book/s, we will remove the relevant textbook/s from our system. In those circumstances, you will not be entitled to any payment from us whatsoever.

Cancellation by Us

We reserve the right to cancel or amend the contract between us if:

- the items you send do not meet the condition you specified; or
- one or more of the items you traded was listed at an incorrect price due to a typographical error or an error in the pricing information stated by us; or
- the items received are not the same as the items specified at the time of the initial sale.

Responsibility and Title

The ownership of the book transfers to the buyer as soon as they receive the book at their address as delivered by the relevant courier.

Restrictions

The Delivery Services may only be used for books that you are selling using Books Africa. You may not use these Delivery Services for any other items or purpose.
Packages

It is your responsibility to package the book/s and obtain a waybill from the courier and retain the waybill for tracking purposes.

Quality Assessment

Our decision is final where items fail our Quality Assessment. Please note that we are unable to supply photos of rejected items. Our Item Condition Guidelines can be found in the ‘Conditions’ section for further information.

Liability

Both parties shall only be liable under this contract for losses, which are a directly attributable to the relevant breach of contract and liability shall not exceed the amount of the maximum transaction value for either party.

We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the conditions for:

Any special indirect, punitive, incidental, special or consequential damages relating to your Contract with us. This includes but is not limited to direct and indirect loss of profit and loss of income.

While we will use reasonable endeavours to verify the accuracy of any information we place on the website, we make no warranties, whether express or implied in relation to its accuracy. The website is provided on an “as is” and “as available” basis without any representation or endorsement made and we make no warranties of any kind, whether express or implied, in relation to the website, or any transaction that may be conducted on or through the website including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.

We make no warranty that the website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy and reliability of the website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the website.

You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to trade goods to us on our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you trade.

Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

The Site may contain links to other websites. We are not responsible for the content, accuracy or opinions express in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked web site on or through the Site or the Service does not imply approval or endorsement
of the linked website by us. If you decide to leave the Site and access these third-party sites, you do so at your own risk.

**Transaction Times**

No warranty or guarantee is given as to the time taken to complete the transaction. Books Africa will make reasonable endeavours to complete the process in a fair timescale. As guide to helping you understand the timescales involved:

Parcels can take up to 5 working days to arrive. Books Africa takes no responsibility for delays in the service provided by our chosen delivery partners.

**Payments**

We strive to make payment as follows:

- Payment to the seller is made by EFT (Electronic funds transfer) a day after the buyer receives the delivery.
- Payment to sellers will be made a day after delivery for all finalised transactions before 1pm. Please note that at peak times, this may take a little longer.

Please note that it is the responsibility of the user to ensure that payment details and addresses that are provided are accurate. If as a result of incorrect payment data the payment is made to the wrong party and the money cannot be recovered then the loss is the responsibility of the user. Under such circumstances if payment funds are recovered Books Africa reserves the right to make a reasonable administration charge.

Regular communication will be sent via e-mail regarding the progress and status of each order.

**Changes to Legal Notices**

We reserve the right to change these terms and conditions from time to time and you should look through them each time you use the Site.

**Law, Jurisdiction and Language**

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of South Africa. All contracts are concluded in English.

**Third Party Rights**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.
BOOKS

CONDITION OF BOOKS

Excellent – Describes the condition of a used book that is worn but there are no torn or missing pages,
No writing or highlighting.

Average – Describes the condition of a used book that is worn but there are no large tares or missing pages
and may contain limited writing or highlighting.

Acceptable - Describes the condition of a used book that is worn but there are no missing pages and may
have considerable writing or highlighting, the text must not be obscured.

Note we do not sell books in a very poor condition where pages are missing or text is obscured. Please do not list these books.

Books Africa will not accept items with any of the following defects:

- Fire or smoke damage
- Significant damage or wear to the binding
- Tears to the cover or pages
- Ex-rental copies
- Missing, loose or torn pages
- Strong smell of any kind (including cigarette odour)
- Water, moisture damage, or mould
- Copied or Pirated books
- Items with an ISBN or barcode number different than that on the packaging even if the title is the same
- Badly stained
- Incomplete
- Misprint
- Items which look like have been chewed on will not be accepted
- Corrected or uncorrected proof copies of books
- Promo copies
SELL YOUR BOOKS
IN 4 EASY STEPS

STEP 1
SEARCH FOR YOUR BOOK
Enter the Title or ISBN no dashes or spaces. This is usually found at the back of your textbook.

STEP 2
LIST YOUR BOOK
Choose your correct textbook condition. The system will let you know how much you can sell for.

STEP 3
FREE COLLECTION
Once sold, our couriers will collect the textbook from your door at absolutely no cost to you.

STEP 4
GET PAID

- Once your book has been collected and the buyer received the delivery, you will be paid directly into your bank account a day.