IMPORTANT NOTICES

1 This document contains the terms and conditions on which Juta & Company Proprietary Limited ("Juta Law") sells products ("Products").
2 This document contains terms and conditions which appear in similar text style to this clause and which – may limit the risk or liability of Juta Law or a third party; and/or
may create risk or liability for the Purchaser; and/or
may compel the Purchaser to indemnify Juta Law or a third party; and/or
serves as an acknowledgement, by the Purchaser, of a fact.
To the extent that the Purchaser is a consumer for the purposes of the Consumer Protection Act, 2008 ("CPA"), the Purchaser’s attention is drawn to these Terms and Conditions because they are important and should be carefully noted.
Nothing in these terms and conditions is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Purchaser or Juta Law in terms of the CPA.

APPLICATION OF THIS DOCUMENT

1.1 This document, as amended by Juta Law from time to time in accordance with the provisions of the ECT Act, the CPA or any other applicable legislation, is applicable to the provision and use of all Products sold by Juta Law to Purchasers.
1.2 The Purchaser accepts and agrees that these terms and conditions become binding once Juta Law has processed the Purchaser’s Order and agreed to provide the Products. Juta Law will notify the Purchaser in writing if the Purchaser’s Order is not accepted.
1.3 Each order for Products, and each instance in which Products are sold to the Purchaser, shall constitute a separate Sale Agreement between the Purchaser and Juta Law and shall be governed by this document.
1.4 In the event of a conflict between these Terms and Conditions and the Order then these Terms and Conditions shall take precedence.
1.5 The Parties may agree certain terms and conditions relating to a certain Product regarding the manner in which the Product may be used. In such an event, those specific terms will be recorded in writing in a separate document signed by both Parties ("Terms of Use Sheet"). The Terms of Use Sheet will be considered an annexure to these Terms and Conditions and shall be in addition to these Terms and Conditions and not in substitution thereof. In the event of a conflict between these Terms and Conditions and the Terms of Use sheet then the Terms of Use Sheet will take precedence.
1.6 Juta Law reserves the right to amend these Terms and Conditions from time to time. Juta Law will give written notice to each Purchaser of such amendments by placing the amended terms and conditions on the Juta Law website (www.jutalaw.co.za)

ORDERS AND PRICE

All orders received for Products will be processed in accordance with Juta Law’s normal business practice.

EXPORT ORDERS

3.1 All Orders received from outside of the Republic of South Africa for Products are subject to Juta Law obtaining the necessary export licence.

PAYMENT

Unless otherwise agreed upon in writing, any amount payable pursuant to this document shall be due no later than 30 (thirty) days from the date of issue of an Invoice by Juta Law for the Products in question.

Notwithstanding the provisions of clause 4.1 above, the full price for any e-Book must be paid in advance of download. All payments by the Purchaser and other amounts due shall be paid in full, without any deduction or set-off and without the costs of transfer of funds either in cash at the premises of Juta Law or directly into the bank account of Juta Law as indicated in the Invoice or such other bank account as Juta Law may notify the Purchaser of in writing from time to time.

Juta Law shall be entitled to charge interest on any amount not paid on the due date for payment at the Prime Rate plus 2% (two per cent) calculated from the due date for payment until the date of payment, both days inclusive.

DELIVERY, OWNERSHIP AND RISK

Ownership in the print products or CD-ROM / DVD-Rom archive discs shall pass to the Purchaser when the total purchase price in respect of the Products purchased have been paid in full and received by Juta Law. Accordingly, ownership in and to these Products shall remain vested in Juta Law until fully paid for, notwithstanding anything to the contrary herein contained or in any contract of carriage, insurance or finance.

Notwithstanding the provisions of clause 5.1 above, risk in the Products shall pass to the Purchaser on the date of delivery, including the risk of loss, theft, destruction or damage.

In the event Juta issues a CD-ROM or DVD-ROM Archive Disc or Non-Expiry Disc, all risk passes on to the Purchaser including risk of loss, theft, destruction, damage or technological changes to computer hardware or software affecting compatibility with the Product.

Juta Law shall deliver the Products to the Purchaser at the place stipulated on the relevant Order and the Purchaser shall be obliged to take delivery of the Products when tendered.

Juta Law will at all times endeavour to dispatch the Products for delivery to the Purchaser as soon as practicably possible after the Order confirmation has been issued, however the Purchaser acknowledges that Juta Law’s ability to supply the Products is dependent on its stock levels. The Purchaser shall not be entitled to rely on any indication given to the Purchaser, indicated prior to or at the time of placing of the Order or thereafter, of the time at which delivery shall take place, which shall merely be an estimate, and Juta Law shall not be liable or accountable to the Purchaser for any claims, loss or damages suffered in relation thereto.

Delivery of the Products shall be deemed to be effected as follows – in the case of Internet Products, once Juta Law has provided the Purchaser with a unique username and password, or once the IP addresses of the End Users have been authenticated;

It is the Purchaser’s responsibility to obtain the necessary import permit.

Any cost which Juta Law may have incurred by the non-availability of the import permit to the Purchaser on the date by which the Products are ready for dispatch will be for the Purchaser’s account.
5.6.2 in the case of Print Products and CD-ROM Products, when posted via registered mail or upon the signature of any employee or agent of the Purchaser, on Juta Law’s official delivery note or waybill, or the delivery note of any authorised independent courier;  
5.6.3 in the case of e-Books, once the Purchaser has downloaded the e-Book in full; and  
5.6.4 in the case of Legalbrief, once the email has been sent to the Purchaser’s email address as recorded on Juta Law’s records.

5.7 In the case of CD-ROM, DVD-ROM and Intranet products provided that the Purchaser has paid the price in full, the Purchaser shall be entitled to receive any updates issued by Juta Law to subscribed products, for the duration of the subscription period.

5.8 The Purchaser is required to inform Juta of non-delivery/ non receipt of print or CD/DVD-ROM products within three months of scheduled delivery date. Juta will not supply customers with free replacement copies of these products later than three months of original despatch.

5.9 Unless expressly agreed to in the Terms of Use sheet, Juta Law makes no warranties for the suitability of the Products sold for any particular end use contemplated by the Purchaser. It is the sole responsibility of the Purchaser; to ensure the suitability of the Products for the use contemplated by the Purchaser and/or any End-User, and for the purchase, installation and subsequent maintenance or updating of computer hardware, software or any other components, systems including recommended internet browsers that may be required to access Juta Law electronic products.

5.10 No delay (whether occasioned by a delay in delivery of Products ordered by the Purchaser, to the Purchaser by the suppliers or couriers of Juta Law or by other causes beyond Juta Law’s reasonable control (as contemplated in clause 5.12) shall give rise to a right or claim for loss, beyond Juta Law’s reasonable control (as contemplated by force majeure, which shall mean any event beyond the reasonable control of Juta Law or which could not reasonably have been foreseen by it, and shall include, but not be limited to, –

5.12.1 inability to secure or procure labour and/or Products (including due to a breach by any supplier of Products for an Order therefor), if applicable, despite Juta Law having taken all reasonable steps to procure same; or

5.12.2 any act of God, war, strike, lockout or other labour dispute, fire, flood, drought, rain, storm, rough seas, wind or any existing or new legislation, general power failures, breakdown of telecommunication networks or computers, political intervention, imposition of sanctions, riot, insurrection embargoes, quarantine or any governmental barring directive or order.

6 DATA PROTECTION AND PROCESSING OF PERSONAL INFORMATION

6.1 Juta Law may, and the Purchaser expressly consents to, the collecting and processing of its Personal Information by Juta Law, in order to process the Order; to draw matrices, statistics and user reports from the Designated System to identify potential markets and trends; to determine current and future customer requirements and develop new products and services.

6.2 Any Personal Information obtained will be used in accordance with Juta Law’s Privacy Policy, which can be viewed on www.juta.co.za.
10.2 Upon the Purchaser being in default, or should Juta Law be otherwise entitled in law, Juta Law shall, without prejudice to any other rights that it may have at law or in terms of the Sale Agreement be entitled to–

10.2.1 suspend any and all supply of or access to Products until such time as payment of all amounts owed is received in the case of a default in terms of clause 10.1.1; or

10.2.2 cancel this Agreement on written notice to the Purchaser or to claim specific performance in terms of this Agreement for any obligation owed by the Purchaser to Juta Law; and

10.2.3 claim damages from the Purchaser.

10.3 Without derogating from the provisions of 4.4, if the Purchaser cancels or purports to cancel this Agreement then, notwithstanding anything to the contrary herein, the Outstanding Amount shall immediately be due and payable by the Purchaser to Juta Law.

11 DOMICILIUM & INFORMATION

11.1 The Purchaser hereby chooses as its domiciliatum citandi et executandi for all purposes under or arising from the Sale Agreement its street address provided to Juta Law in the Order.

11.2 If any notices sent by facsimile or email shall be deemed to have been received on the date of transmission provided that the transcription or receipt report does not indicate otherwise and if posted by registered or secured mail, on the 10th (tenth) day after posting.

11.3 The Purchaser shall notify Juta Law in writing of any changes in the information provided to Juta Law in the Order. Juta Law shall not be liable for any damages, loss or expenses suffered or incurred by the Purchaser as a result of the non-compliance by the Purchaser with this clause 11.3.

12 LEGAL COSTS

In the event of a default by the Purchaser under the Sale Agreement, the Purchaser will be liable for all legal and related costs.

13 APPLICABLE LAW AND JURISDICTION

13.1 The Sale Agreement will in all respects be governed by and construed under the laws of South Africa.

13.2 The Parties consent and submit to the jurisdiction of the High Court of South Africa, Western Cape Division, Cape Town in respect of any dispute between them in relation to or arising from the Sale Agreement.

14 CREDIT INFORMATION

The Purchaser agrees that Juta Law may –

14.1 make inquiries to confirm any information provided by the Purchaser in the Order;

14.2 seek information from any credit bureau when assessing the Purchaser’s application and at any time during the existence of the Sale Agreement; and

14.3 disclose the existence of the Purchaser’s account to any credit bureau, share positive and negative information about the Purchaser and its compliance with the Sale Agreement with any such credit bureau.

15 GENERAL

If any provisions of the Sale Agreement are found to be unlawful, unenforceable or invalid, it shall be deemed to be separate and severable from the remaining provisions of the Agreement and to the extent that same is unlawful, unenforceable or invalid, be deemed to be pro non scripto.

15.1 No extension of time or other indulgences granted by Juta Law to the Purchaser in respect of its obligations will constitute a waiver or novation of or otherwise affect any of credit provider’s rights to enforce strict compliance with the terms of the Sale Agreement.

15.2 Juta Law reserves the right to amend these terms and conditions without notification to third parties.

15.3 The Sale Agreement together with these terms and conditions constitutes the whole agreement between the Parties and no Party shall be bound by any undertakings, representations, warranties and promises or the like not recorded therein.