

Giana Dry Cleaners and Laundry

Terms and Conditions

1. Our Contract with You

These terms and Conditions will apply to any Order Online or Any Article Invoiced at any of our retail stores. We accept from you including any Order that is changed under paragraph 4.

Unless you accept these Terms (by ticking the acceptance box when you set up your account) you will not be able to place an Order.

We may change the Terms from time to time and it is the current version which will apply to each Order when you place it. We will notify you of changes to the Terms by email or give you a call should there be a change in the way we collect and delivery your online order.

If you need to contact us at any time about an Order you may do so as set out in paragraph 5.2.

2. Definitions

When the following words with capital letters are used in these Terms, this is what they will mean:

- **Event Outside Our Control:**
Any occurrence or circumstances over which We have no control, as described in more detail in paragraph 15;
- **Item:**
Any garment or article or bag of Wash, Tumble Dry & Fold; Wash , Tumble Dry & Iron or Ironing - "Laundry" collected from you in connection with an Order;
- **Minimum Order Value:**
R170.00 (If any Order received is below R170.00 we will automatically charge you R170.00);
- **Order:**
Your order for the Services provided by us which is submitted by you in a form We have approved;
- **Referral Voucher:**
A voucher of the type described in paragraph 21;
- **Services:**
Dry cleaning or Laundry, Alterations and Tailoring as well as Dyeing services collected from and delivered to your nominated address;
- **Service Provider:**
Any third party with which We contract in order to assist Us in providing the Services;
- **Terms:**
These terms and conditions as amended from time to time;

- **Voucher:**

A voucher (other than a Referral Voucher) of the type described in paragraph 20.

- **We/Our/Us:**

In the case of Orders placed on our Website for the services required will be done by Giana Dry Cleaners and Laundry ; at our Premises Located in Centurion, 108 Edward Avenue, Unit 1 Solo Park ; Hennospark Industrial, 0178; Tel : 012 657 1525

- **In the case of Payments Made to us using our Website,**

Any information added on this website for payments will not be stored and kept on record.

- **Online payments**

Are submitted through **Pay Fast** which is a PCI DSS compliant gateway, keeping payment details secure during the payment process. When we use the words “writing” or “written” in these Terms, this will include e-mail and notifications.

3. Placing an Order

1. Please ensure that you check the details of your Order before submitting it as we will not be liable to you for any errors which you make.

For example, please check carefully that you have correctly set out your address. If you think that you may have made a mistake, please contact us as set out in paragraph 5.2. We will confirm any changes to your Order by email. Changes are also dealt with under paragraph 4.

2. **Submission of an Order does not create a contract between us.**

The contract arises when We send you an email confirming acceptance of your Order.

3. We will assign an order number to each Order and inform you of it when we accept the Order. Please quote the order number in all subsequent contact with us. (*Example Slip Invoice number*) in case of enquiry.

4. If for any reason we are unable to fulfil your Order we will inform you via telephone, email or SMS.

5. **Any Orders which have a value of less than the Minimum Order Value will be charged the Minimum Order Value (R170.00).**

4. Changes to your Order

- a) You may make a change to an Order **up to 4 hours before the collection time. Any changes after this time may incur a rescheduling fee of up to R170.00.** You can make changes to your order by contacting Our Customer Care Team at orders@gianadrycleaners.co.za or call on **(012 657 1525)** or you can contact us on **Facebook at Giana Dry Cleaners and Laundry Service.**
- b) With your consent or at our discretion, we may make a change to your Order as an alternative to cancelling it in accordance with paragraph 5. This may occur, *for example, where a different cleaning process may be more appropriate.*

- c) Where changes are made to an Order under either of the preceding sub-paragraphs we will issue an Order amendment confirmation to you via email.

5. Cancelling or rescheduling your Order

You may cancel or reschedule your Order with no additional charge in the following circumstances:

1. **At any time up to four hours before the collection time** – which is set out in Our email acceptance of your Order – via the App or by contacting orders@gianadrycleaners.co.za or **Facebook** chat @ **Giana Dry Cleaners and Laundry Service** ; or **telephone (012 657 1525)**.
2. **If, after We have collected your Items, We are affected by an Event outside Our Control** by contacting Our Customer Care at orders@gianadrycleaners.co.za or **Facebook** chats @ **Giana Dry Cleaners and Laundry Service**; or **telephone (012 657 1525)**.

Cancelling or rescheduling your order less than four hours before a collection or failing to be present for collection may incur an additional charge of up to R170.00.

Rescheduling your delivery less than four hours before a delivery or failing to be present for delivery may **incur an additional charge of up to R170.00.**

6. Our rights to cancel your Order

We may cancel your Order and the contract between you and us in the following circumstances:

- a. As a result of an Event Outside Our Control; or
- b. If you fail to make Items available for collection; or
- c. If We consider that any Item does not correspond with the Order, is damaged, does not have cleaning instructions, or does not fall within those Items which We accept (please contact Our Customer Care Team by email at orders@gianadrycleaners.co.za, on Facebook at Giana Dry Cleaners and Laundry Service or via telephone (012 657 1525) if you are unsure which items We accept).
- d. If we cancel your Order We will contact you by telephone, SMS or email and (where applicable) will arrange to deliver the Item(s) to you as soon as reasonably possible.

7. Collection and delivery

- Subject to paragraph 12, we will use reasonable endeavours to collect and deliver Items at the times specified in the Order but we cannot guarantee to do so. We will use reasonable endeavours to communicate any delay to you by telephone, email or SMS.
- If you are not available to accept delivery of Items, you are able to reschedule via contacting us to a more suitable time, but you may incur an additional charge of up to R170.00 if you reschedule less than four

hours before the delivery time specified in the Order.

- If delivery is not possible due to you being unavailable at the designated time, a redelivery charge of up to R170.00 may be made for each consequent attempt at delivery. We will endeavour to find a suitable redelivery time, however, if a redelivery is urgent, it will be your responsibility to organise a same day courier.
- If you have failed to accept delivery or arrange redelivery within 90 days of the original delivery date, we may dispose of the Item(s) or donate them to an accredited charity of our choice.
- You may arrange to have Items collected from, or re-delivered to, a third party, on condition that you do so at your own risk and the third party is prepared to sign an acknowledgement on your behalf.

- You may, by written instructions to us, request us to leave an Item in an agreed location without providing us with a signature of acknowledgement. **If you do so, it is at our discretion and entirely at your own risk and we shall not be liable to you for any damage or loss of Items delivered on this basis.**

- You must place your Items into the bag(s) provided to you by the driver at the time of collection, or into bags retained by you from a previous Order. We shall label your bags so that they can be identified as containing your Item(s) and relating to your Order.
- You are responsible for ensuring that we and/or our contractors have such access (including free parking facilities) as may be reasonably required to carry out the Services.

8. Service standards

We will provide the Services with reasonable care and skill in accordance with industry standards.

We will not be liable for any delay or non-performance of Our Services where you have failed to provide accurate information in your Order, for example if an address is incomplete or inaccurate, or if you fail to accept delivery of Items in accordance with an Order.

We may contact you by email or return the Items unprocessed if we consider any Items submitted to us to be at an increased risk of damage, including,

But not limited to, Items:

- a. With special requirements or instructions for cleaning;
- b. Which are damaged or stained;
- c. Bearing an extraneous or hazardous thing, e.g., pins, jewellery, coins, pens, etc. and at Our discretion and with your consent may agree to provide the Services at your risk in respect of those Items; or
- d. With no care label.

You may leave special instructions regarding your Order. However, we cannot guarantee to follow these if they fall outside our standard processes or are contrary to the care label instructions.

9. Wash Tumble Dry and Fold / Wash Tumble Dry and Iron Orders:

1. You must thoroughly check all the Items for hazardous objects *e.g. coins, pens, keys, makeup, papers, Chargers, ear phones, identity documents, bank cards etc.* **as we accept no responsibility for any objects lost or damaged nor any responsibility for damage to Items as a result of the cleaning process where such objects are present.**
2. The loads is washed at a 30 degree cycle and tumble dried on a medium heat.
3. **We accept no responsibility if there is any bleeding or colour transfer during the cleaning process.** We handle all items at best care possible.
4. We will weigh the laundry upon receipt and (if necessary) amend the charge in accordance with the details you were given at the point when your Order was placed. If a weight limit per bag is applicable then any excess over this limit will be charged as one or more new bags, depending on the total. You will receive a confirmation email, or a sms or watsapp with details of any changes.
5. We wash by the load and do not inspect the care labels of each garment. **We therefore cannot be liable for damage to Items resulting from failure to follow the instructions on a care label.**
6. For Items that need to be specially treated *e.g. leather, silk, cashmere, fur, velvet and other delicate garments,* please ensure that these Items can be machine washed and tumble dried. **We will not be liable for Items damaged through normal processing in a tumble dryer.**

10. Pre-Paid Packages

- a. Pre-paid bundles offer a discounted bulk rate. You do not need to submit all Items in a bundle at once. Items you submit from time to time will be deducted from your pre-paid balance until the balance reaches zero.
- b. Pre-paid bundles can only be used on the account used to purchase the bundle and cannot be exchanged or traded.
- c. **Pre-paid bundles will expire 365 days after purchase. Any unused allowance will no longer be available to use after this time.**
- d. Pre-paid bundles may be affected by changes to our coverage and service Terms.
- e. Pre-paid bundles are already heavily discounted. You cannot use further discounts or Vouchers when purchasing a pre-paid bundle.

11. Complaint procedure

If you experience any problem with Our Services:

- a. Please contact Our Customer Care Team by email at orders@gianadrycleaners.co.za or on **Facebook** chat. Or by telephone at **012 657 1525**.
- b. If you have a complaint about the Services We will deal with it in accordance with Our Complaints Policy, available at www.gianadrycleaners.co.za/contact. and select the “Complaints” option from the dropdown subject box.
- c. You will not have to pay for us to deal with your complaint.
- d. Complaints should be notified to us within 72 hours of delivery of any Item. The items should be in unworn condition and have facility tags (where applicable). If you believe that we are in breach of our obligations under these Terms and we are notified more than 72 hours after delivery, we may investigate as a gesture of goodwill but we may not accept liability.

- e. If you are a consumer, you have rights if Our Services are not carried out with reasonable skill and care, or if the materials used are faulty or not as described. Advice about your legal rights is available <https://www.gov.za/documents/consumer-protection-act> Nothing in these Terms will affect these legal rights.

12. Price and payment

- a. The price of the Services is set out in our price list on our website <http://www.gianadrycleaners.co.za> and will be the price in force at the time you place your Order. Our prices may change at any time, but price changes will not affect Orders that we have accepted in accordance with paragraph 3.
- b. Our prices include VAT. However, if the rate of VAT changes between the date we accept your Order and the date of payment, we may have to adjust the rate of VAT that you pay.
- c. Upon placing an Order We capture the payment but do not directly charge your card, although some banks will show it as a recent transaction. We process payments after we have received your Order at Our facility. If your final total is different to your captured total (i.e. your Order has been updated accordingly), the final total will be taken and show on your recent transactions. The captured amount will then be released. Please note that it may take up to 3 working days for the release of the captured amount to be reflected in your bank account. We will take payment from the debit or credit card, details of which were supplied with your Order. If for any reason we are unable to take payment you will become liable to us for the sum due plus interest at the rate of 5% a year above the base lending rate of South African Reserve Bank. Interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- d. If for any reason your payment has been disputed and we incur a chargeback fee from our credit card process or, we reserve the right to charge that fee back to you. We expect the fee to be reimbursed within 30 days of being notified and if we do not receive the payment then you are liable to us for the sum due plus

interest at the rate of 5% a year above the base lending rate South African Reserve Bank. Interest will accrue on a daily basis from the 31st day of being notified until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

13. Our Liability to You

1. In the unlikely event of loss or damage to an Item, We will pay compensation if found liable following an internal investigation. The compensation offer will be in line with the Fair Compensation Guidelines as provided by the Textile Services Association (TSA).

The TSA guidelines indicate that fair and reasonable compensation be paid on the basis of an allowance for wear and tear and the age of the Item. It is considered reasonable for us to ask for receipts, bank or credit card statements confirming the purchase price prior to agreeing any compensation. If found liable, we will follow the TSA guidelines. The compensation given will not include extra costs to purchase the Item, including but not limited to shipping costs, tailoring/altering costs, etc.

2. Failure to produce a valid proof of purchase will limit the compensation amount offered. In this instance, our total liability to you in respect of each Item is limited to 5 times the price we charge for the Service.
3. You must inspect the Items following delivery, and if you believe that Items are lost or damaged you must inform us about such loss or damage within 72 hours of receiving the Items. We reserve the right to inspect and take pictures of any alleged damage to any Items.

4. We will not be responsible for any damage to Items which:

Do not have the original dry-cleaning tags as well as the ticket / invoice attached; were not submitted for inspection; or have been re-cleaned by you or a third party. You acknowledge that we are not aware of the value of the Items, and we strongly recommend that you arrange insurance to cover the Items we do have insurance cover in the event that we have no control of any damage that may arise through transporting the service or through Fire, Riots ECT.

Subject to the following subparagraphs, we will compensate you (in accordance with paragraph 13.2) for loss or damage which is due to our negligence. We will not be responsible to you:

- a) **For any single Item valued at more than R2500 unless We have received (and acknowledged) notification via email to orders@gianadrycleaners.co.za; or**
- b) For any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into a contract for the Services.

- The Services are not to be used for re-sale purposes. We will have no liability to you for any loss of profit, loss of business, business interruption (Natural Disaster, Load shedding, Accident, Machinery break- down) or loss of

business opportunity.

- We will not be responsible for any loss or damage (including, without limitation, any colour loss, shrinkage or other damage) resulting from the following:
 - a) Failure to notify Us of any special requirements or instructions for cleaning the Item;
 - b) Any existing damage to the Item at the time of collection;
 - c) Any extraneous objects left in or on the Item, including but not limited to: coins, buttons, jewellery, cufflinks, collar stiffeners, pens or tie clips
 - d) Any unrelated packaging provided with the Item, including but not limited to: clothes hangers, suit bags or personal laundry bags

- Any normal wear and tear;
- Incorrect labelling on the manufacturer's behalf, or incorrect instructions from you;
- Any colour loss, bleeding or shrinkage of garments, in particular for Items included in the Wash, Tumble Dry and Fold/Iron or Dry Cleaning and any other service we offer Service.
- We do not exclude or limit in any way Our liability for:
 - Death or personal injury caused by negligence;
 - Fraud or fraudulent misrepresentation; or
 - Any other matter in respect of which liability may not be excluded or limited in accordance with applicable law.

14. We will not be responsible for any damage caused by:

- a. The substandard condition of any Item which could not readily be identified by professional examination. This shall apply in particular to inadequate quality of fabric or seams, material of inadequate thickness, low durability of fabric, insufficient quality of colouring or printing, impregnations, earlier inappropriate treatment, hidden foreign bodies, and inadequate fixation of buttons, buckles and zip fastenings; or
- b. The cleaning of garments which cannot be cleaned, or which can only be partially cleaned.
- c. We will not be liable for any damage to buttons, zips, and other similar parts (fastenings/embellishments/etc.).

Some of our facilities use a permanent heat-sealed sticker ticketing system. By placing an order with us, you agree that your Item(s) may be tagged in this manner.

We will always try to position these as inconspicuously as possible. We strongly advise you not to remove these stickers as we cannot accept liability for any damage caused by removal by you or a third party. Please contact Our Customer Care Team on orders@gianadrycleaners.co.za, on **Facebook** chat or via telephone **(012 657 1525)** for support.

If we compensate you for the full value of an Item in Our care, whether in the form of money or a replacement, we shall have the right to permanent ownership of the damaged Item.

15. Events Outside Our Control

1. We will not be liable for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an Event outside Our Control.
2. An Event Outside Our Control means any act or event beyond Our reasonable control, or the reasonable control of any of Our Service Providers including (without limitation) strikes, Lock-downs, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or closure or failure of public infrastructure or public or private telecommunications networks.
3. If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
 - a. We will contact you as soon as reasonably possible to notify you; and
 - b. Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control; or
 - c. You may cancel your Order under paragraph 5 or we may cancel it under paragraph 6.

16. Information about Us and how to contact Us

If you have any questions or if you have any complaints, please contact us. You can contact us by emailing us at orders@gianadrycleaners.co.za, on **Facebook** chat or via telephone **(012 657 1525)**.

If you wish to contact us in writing, or if any paragraph in these Terms requires you to give us notice in writing, you can send this to us by e-mail at orders@gianadrycleaners.co.za.

We will confirm receipt of this by email. If we have to contact you or give you notice in writing, we will do so by notification via the App or by e-mail to the address you provide to us in the Order.

17. How we may use your personal information

We will only use the personal information you provide to us as set out in Our Privacy Policy at <http://www.gianadrycleaners.co.za/wp/wp-content/uploads/2020/04/Privacy-Policy.pdf>

18. Quality Guarantee

We check each and every product before it is returned. However, if you are not completely satisfied then simply contact us within 72 hours of delivery and we guarantee to re-clean your Item(s) free of charge. Any re-clean requests submitted after 72 hours or without the dry-cleaning ticket attached will be considered on a discretionary basis.

To request re-cleaning for your Item(s) please email Our Customer Care Team at orders@gianadrycleaners.co.za, explain the problem and attach any relevant photos. A Customer Service agent may arrange a suitable time for

recollection. Please note that re-cleans take a minimum of 48 hours to be processed. And are charged at 50 percent price will be due if your complaint as exceed a period of 72 hours from collection (at our retail stores) or Online deliveries. Complaints with in a period of 72 hours will be no extra charge however the complaint should be reasonable that we have failed to follow out the service 100 percent satisfactory.

If you are a consumer, this guarantee does not affect your legislative rights.

19. Re-cleaning policy

The re-cleaning policy only applies to individual Items which have been cleaned by us. The original dry-cleaning, Laundry or alteration and dyeing tags, invoice or ticket must be attached.

Please note it is not always possible to remove stains. If we cannot remove a stain, you will be informed by means of the ticket which is attached to your Item(s). In this instance, we are not able to offer a complimentary re-clean.

20. Vouchers and Promotions

1. Vouchers are subject to expiry dates. Their validity may also be confined to particular promotions.
2. Vouchers cannot be used in conjunction with any other offer we make.
3. Only one Voucher or code may be used per transaction.
4. Vouchers are strictly non-transferable and have no cash value. Offering a Voucher for sale is strictly prohibited and renders the Voucher void.
5. We reserve the right to reject a Voucher with reasonable cause.
6. To redeem a Voucher, you must present the code found on the Voucher at checkout.
7. **The Minimum Order Value for orders using a Voucher code is R350.00**, including the Voucher, or any greater amount which is shown when you place an Order.
8. Vouchers are issued on and limited to a one per household basis.
9. Vouchers cannot be applied when purchasing Pre-paid bundles or other products that are already discounted.

21. Referral

If you refer a friend (a new customer) using the referral code created on our website, or via our direct mail vouchers, we will give both you and the referred friend a Referral Voucher.

Referral Vouchers have an expiry period of 365 days from the day that they are issued.

Mass distribution, distribution to strangers, or any other promotion of a referral code in a manner that would constitute or appear to constitute unsolicited proliferation of a code or "spam" is expressly prohibited, for example posting on a voucher site.

We reserve the right to verify referrals and require proof of eligibility.

The method by which customers may refer shall be at our absolute discretion.

Referral Vouchers are not available where the person referred is not a new customer, or where the person referred is the spouse, partner or dependant of the customer making the referral

22. Other important Terms

We may transfer our rights and obligations under these Terms to another organisation. We will notify you in writing if this happens. Any transfer will not affect your rights under these Terms.

The contract incorporating these Terms is between you and us. No other person shall have any rights to enforce any of the Terms.

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.



GIANA DRY CLEANERS & LAUNDRY