

## Terms & Conditions



### **WE GUARANTEE THE BEST DEAL ON ANY PRODUCT\***

We will match any applicable price and deliver the product for free\*

Free delivery applies to gauteng area only

Best price promise subject to same products only

Excludes shop soiled or second hand stock

Only applicable to products currently stocked by rochester furniture

All rights reserved for prices matched

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### **CREDIT TERMS**

JD Financial Services a division of Pepkor Trading (Pty) Ltd an authorised Financial Services Provider (FSP3247) duly authorised to act on behalf of Century Capital (Pty) Ltd a registered Credit Provider (NCPCP 74) t/a Rochester Furnishes, Abacus Life Ltd and Abacas Insurance Ltd. T's & C's: Monthly instalment and total credit price shown include interest as shown, basic insurance, initiation fee, service fee and VAT. Delivery charges, deposit, comprehensive insurance and extended warranties are excluded. Credit and "No Deposit" offers remain subject to credit approval, an affordability assessment as required by the National Credit Act and a debit order where relevant. INTEREST RATE, DEPOSIT, INSTALMENT AND CREDIT PRICE MAY VARY BY CREDIT PROFILE AND TERM LOAN.

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### **PRIVACY POLICY**

#### 1. INTRODUCTION

Rochester respects the privacy of its customers and takes precaution in ensuring that any information submitted to Rochester via this website shall be dealt with in accordance with the Protection of Personal Information Act, 4 of 2013, and any other legislation relating to matters of privacy.

#### 2. COLLECTION OF PERSONAL INFORMATION

By using this website you consent to the collection of your personal information including, inter alia, your cell phone number, email address, IP address and the name of your internet service provider ("Information") for marketing, research, historical and/or statistical purposes only, which Rochester pledges not to publish in an identifiable form. Rochester undertakes not to transfer any of your Information obtained via the use of this website to third parties without your prior written consent, unless we are required by law to do so. Rochester undertakes to destroy, delete or de-identify all Information as soon as reasonably practicable as soon as Rochester is no longer authorised to retain such information. The collection of Information shall be reasonable and lawful and shall be done in a manner that will not infringe on your privacy.

Subject to the provisions of the Regulation of Interception of Communications Act, 70 of 2002, you hereby consent to us intercepting, blocking, filtering, reading, deleting, disclosing and using all communications sent or posted by you to our staff and employees on this website.

If you want to withdraw your consent and opt out from receiving any further marketing messages from Rochester, please send a request in writing to [unsubscribe@rochester.co.za](mailto:unsubscribe@rochester.co.za)

#### 3. COOKIES

Information is collected either electronically through the use of cookies or collected manually through the information voluntarily provided to us by yourself. Cookies are small amounts of data that are sent to your browser from a web server and are stored on your computer's hard drive. Cookies enable us to tailor our products and services to suit your personal interests by facilitating navigation, estimate our audience size, assist our online merchants to track visits to our website and to analyze your visiting patterns. You can configure your browser to decline cookies or to notify yourself when you are sent a cookie. Details on how to implement the aforesaid configuration can be found in the instructions for your web browser.

#### 4. THIRD PARTY WEBSITES

This website may contain hyperlinks referring to other websites managed by companies other than Rochester and over whom Rochester does not exercise any control. Rochester does not endorse these third party websites and disclaims any liability in respect of damages arising out of such use.

This website contains links to the search engine website "Google" and the external social network website "Facebook". You can recognize the links by the buttons illustrated on the bottom of our website homepage.

## Google

This website uses Google Analytics, which in turn uses cookies to enable the website to analyse how users use the site. The information generated by the cookie will be transmitted to and stored by Google. This information enables Google to evaluate your website activity and to provide other services relating to such website activity. Google may also transfer this information to third parties where required to do so by law or where such third parties process the information on Google's behalf. You can prevent Google from collecting and processing cookie-generated data by selecting the appropriate settings on your web browser.

## Facebook

When you click on the Facebook button, it becomes active and the Facebook plug-ins are activated. Your browser then sets up a direct link to the Facebook servers. Facebook then gets the information that you have accessed from this website with your IP address. If you are logged in on Facebook, your visit can be associated to your Facebook account. If you interact with the plug-ins, for example, if you click on the 'Like' button or post a comment, the corresponding information is transmitted directly from your browser to Facebook and saved there. As the transmission is direct, we obtain no information as to the data transferred. For information on the purpose and extent of the data captured by Facebook as well your rights in this regard and how to protect your personal privacy, refer to <http://www.facebook.com/policy.php>.

Note that the functions assigned to the Google and Facebook links, in particular the transfer of information and user data, do not become active just by visiting our website, but only when you activate the respective buttons.

## Instagram

<https://www.instagram.com/about/legal/privacy/>

## Twitter

<https://twitter.com/privacy?lang=en>

## Pinterest

<https://about.pinterest.com/en/privacy-policy>

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# GENERAL SALE TERMS AND CONDITIONS

## 1. INTRODUCTION

Except where otherwise agreed to in writing, all transactions concluded between Rochester and the Customer, including all notices sent to the Customer, shall be subject to these general sale terms and conditions, collectively, these "Terms". These Terms will be subject to the CPA and the NCA to the extent that they are applicable to the supply of Goods by Rochester. These Terms constitute an agreement between you, the Customer, and Rochester, so please ensure that you understand all of them. If you do not understand a Term, please contact Rochester Head Office to assist you.

**IMPORTANT TERMS WHICH MAY LIMIT OUR RESPONSIBILITY OR INVOLVE SOME FORM OF RISK ARE DISPLAYED IN BOLD FONT. YOU ARE ADVISED TO PAY SPECIAL ATTENTION TO THESE TERMS.**

## 2. DEFINITIONS

In these Terms:

**CPA** – Consumer Protection Act 68 of 2008, as amended.

**Customer** or "**you**" - the person purchasing the Goods from Rochester, and includes the Customer's representatives.

**Delivery** - delivery of the Goods to the Customer or the collection of Goods by the Customer or the Customer's agent and will include delivery in part.

**Deposit** – the amount to be paid as stated on the Quote.

**Goods** - any new goods, Used Goods, Special Order Goods or shop soiled goods which you purchase from Rochester.

**Lead Time** - the estimated time of arrival or time frame required to manufacture or source the Goods ordered by the Customer.

**NCA** - the National Credit Act 34 of 2005, as amended.

**Order** – the order placed for Goods by you.

**Payment Due Date** - the date on which payment by the Customer is due for the Goods.

**Price** - the price for the Goods you owe us as stated on the Order which prices are inclusive of Value-Added Tax and which prices are quoted in South African Rand.

**Quote** – the written quotation provided by us in respect of the Goods you wish to purchase.

**Rochester, "us", "we" or "our"** - Peplcor Trading (Pty) Ltd, trading as Rochester Furniture, registration number 1958/003362/07, or its successors in title.

**Special Order Goods** - goods which Rochester had to source, create or alter to specifically satisfy your requirements.

**Used Goods** - goods which Rochester has previously supplied to a customer and sold at a discounted Price or goods which Rochester has displayed in a store as "shop soiled goods".

## 3. QUOTES

**BY SIGNING THE QUOTE AND PAYING THE DEPOSIT YOU ACCEPT THAT YOU ARE BOUND BY THESE TERMS.**

We will not be obliged to process your Order until such time as we receive the Deposit and a signed copy of the Quote from you. The Prices on the Quote are valid for 14 days from the date of the Quote and we are not entitled to withdraw the Quote in that period. If you have not accepted the Quote or paid the Deposit within the 14 days, the Quote is automatically withdrawn and we do not have to notify you of this. Subject to the 14 days', an increase in the quoted prices will be communicated to you within a reasonable period of time once Rochester becomes aware of the increase.

## 4. DEPOSIT

For Rochester to order or make the Goods you want, the Deposit must be paid.

If you have paid part of the Deposit, we accept that you have accepted the Quote that you will pay the rest of the Deposit on demand. You agree that we may use the Deposit in relation to the Order, and you, the Customer, shall not have any claim against Rochester for interest or unjust enrichment or any similar claim in respect of the Deposit.

## 5. PRICE, PAYMENT and INTEREST

### **PRICE**

Rochester shall take all reasonable efforts to accurately indicate prices displayed on Goods. The price of Goods shall be as marked or in the Order provided to the Customer. However, should the Goods be erroneously offered at incorrect prices Rochester will not be obliged to sell those Goods at such incorrect prices, but shall refund monies paid by you, should you not wish to proceed with the purchase at the correct price.

## PAYMENT

All amounts you owe us must be paid to us without deduction or set-off to the bank account advised by Rochester. A statement reflecting the amount due and owing by you to us for any Quote or Order, or any other payment due, will be sufficient and prima facie proof of the amount owed by you.

## INTEREST

Unless otherwise agreed in writing, any amount not paid on Payment Due Date shall bear interest at a rate of 2.0% per month or such other maximum rate that may be prescribed from time to time in terms of the NCA from Payment Due Date until date of payment, both days included. Should the Customer fail to make any payment on Payment Due Date then all amounts owing by the Customer to Rochester from whatsoever cause, whether or not the date for payment has arrived, will immediately become due and payable by the Customer.

## 6. DELIVERY

Rochester will only Deliver once you have paid the balance of the Price, the Delivery fee and any interest (if applicable).

Delivery of Goods is an additional service provided by Rochester and will be charged for at rates provided to you by Rochester.

You will be contacted by a Rochester distribution Centre to arrange Delivery on a weekday or Saturday. We do not deliver on Sundays, public holidays or after working hours. If you are not at home when we Deliver on the agreed date, **you will be liable for an additional Delivery fee for us to return and Deliver the Goods on a different day.**

Rochester will do all that it reasonably can to meet the stipulated dates and time for Delivery. Notwithstanding this, Rochester shall not be liable for failure to perform or delay in performance hereunder resulting from any cause beyond Rochester's control, fire, labour difficulties, transportation difficulties, interruptions in power supply (including but not limited to what may be termed "load shedding" or "black-outs") and delays in usual sources of supply, major changes in economic conditions, breakdown of machinery or any cause beyond Rochester's control, or whether caused by negligence or otherwise. We will use reasonable endeavors to continue to perform in terms of these Terms as soon as performance becomes possible. Rochester may contact you to agree on alternative dates for Delivery, but we will not require you to accept Delivery at an unreasonable time.

**Should the Customer fail to take the Goods within 2 weeks from the date of Rochester advising you of its availability, Rochester will charge storage charges at a rate of R250.00 per day for a maximum of 4 weeks, after which the Order shall be taken as cancelled.**

In addition, the Customer assumes the risk in the Goods once the Customer:

- has been advised by Rochester that the Goods are ready for collection;
- had a reasonable opportunity to examine the Goods; and
- has accepted Delivery of the Goods.

## INSPECTION ON DELIVERY

The Customer shall immediately upon receiving the Goods be allowed to inspect the Goods and the Customer must inform Rochester of any errors or defects by way of written notice to be received by Rochester within 10 business days of receipt of the Goods by you, unused and in original packaging. **Should you fail to notify Rochester of any claim you may have in terms hereof within the specified 10 day business period, you will have waived your claim.**

The Customer or the person taking Delivery on your behalf will be required to sign proof of delivery (POD) and, unless indicated to the contrary on the POD or reported in writing to us, within 10 business days of Delivery, it is deemed that the Goods have been delivered and received in good condition.

**Please note that when Delivering, Rochester may elect to correct minor imperfections or damages in respect of the Goods.**

## PART AND SPLIT DELIVERIES

Every Delivery, even if part Delivery, will be seen as a separate and divisible agreement subject to these Terms.

Your order may result in us having to undertake multiple Deliveries to you. Should this be necessary, Rochester will not charge for the additional Delivery.

## 7. GOODS SPECIFICATIONS

We do our best to provide the exact measurements, dimensions and sizes of all our Goods. **We will not replace or refund you your monies if the Goods do not fit into a room or through a door. You must make sure of all measurements and sizes before ordering the Goods.**

We warrant that the characteristics and capabilities of the Goods will be substantially the same as advertised or displayed, but make no other warranties or representation in terms of the Goods.

**Natural materials, such as leather and wood have natural differences in colour (dye lots vary, grains vary) and natural "flaws" e.g scars, scratches, scuff marks, cracks, and you acknowledge that we cannot guarantee the uniformity in texture and colour of these materials.**

Some Goods are made from reclaimed and/or recycled materials and will therefore have markings, colour variations, scratches and dents. These Goods may also have holes, nails and material caps due to the fact that materials have been recycled or reclaimed from their original use and are often hand crafted. These characteristics are not defects or signs of damage.

Rochester is not responsible for any damages to the Goods caused by:

- regular wear and tear to the Goods;
- your moving the Goods around; and/or
- your negligence, mishandling, disassembling or alteration of the Goods.

## 8. GENERAL CARE

The Goods are to be used for the purpose and in the manner for which they were designed. The care and maintenance advice supplied with the Goods must be read and followed. **Rochester will accept no responsibility for any damages caused by cleaning if the care and maintenance instructions have not been followed.**

## 9. OWNERSHIP AND RISK

Notwithstanding Delivery, the Customer shall not become the owner until Rochester has received payment of the full Price and/or all amounts payable under these Terms.

## 10. INSTALLATION AND ASSEMBLY

Rochester is under no obligation to install or assemble the Goods at the premises of the Customer. However, if Rochester agrees in writing, to effect installation or assembly of the Goods, the following terms and conditions shall apply, unless otherwise agreed in writing:

- Rochester may use a contractor or sub-contractor of its choice to do the installation or assembly;
- **Any deposit in respect of the installation or assembly, which may be requested by Rochester will, in addition to any other rights which Rochester may have in law, be forfeited by the Customer as liquidated damages in the event of a breach by the Customer of any of these Terms;**

- To the extent applicable, Rochester shall not commence installation or assembly unless the area in which the Goods will be installed or assembled has been prepared according to the specifications of Rochester. **Rochester shall not be responsible for any delays or additional costs arising out of the failure of the Customer to procure that the relevant area complies with the specifications of Rochester;**
- Rochester will use all reasonable endeavors to ensure that installation or assembly is completed as soon as is reasonably possible after the date on which installation or assembly commences, but time for the completion of installation or assembly shall only be of the essence if a completion date is agreed in writing with Rochester. Notwithstanding this, **no responsibility will be accepted by Rochester for delays due to forces beyond its reasonable control.**

## 11. CANCELLATION, RETURN, REPAIRS AND REFUNDS CANCELLING YOUR ORDER AFTER 7 DAYS OF PLACING YOUR ORDER

Goods made to order have been produced specifically for you, therefore no refunds or exchanges will be made after 5 business days from the date of placing your Order, unless there was an error on our part regarding the product specification or the Goods were found to be faulty.

**We warrant that Goods, excluding Used Goods and shop soiled Goods, will be free from apparent defects and will be of the quality you would reasonably be entitled to expect from new or Special Order Goods.**

When new and Special Order Goods are delivered to the Customer, the Customer may request a reasonable opportunity to examine those Goods for the purposes of ascertaining whether the Customer is satisfied that the Goods:

- are in accordance with the type and quality ordered by the Customer;
- the Goods correspond in all material respects and characteristics with samples and/or description;
- in the case of Special Order Goods, reasonably conform to the material specifications of the special order; or
- are suitable for the purpose for which they have been bought.

If the Customer returns the Goods for any lawful reason other than a product failure or defect, the Customer must do so within 10 business days after the date of purchase, together with proof of payment. Subject to applicable law, Rochester retains the right to charge the Customer a reasonable amount for use of the Goods during the time they were in the Customer's possession, for any consumption or depletion of the Goods and for necessary restoration costs to render the Goods fit for re-stocking. The Customer will not be entitled to return the Goods and receive a refund if:

- for reasons of public health or otherwise, a public regulation prohibits the return of those Goods; or
- after having been supplied to the Customer, the Goods have been partially or entirely disassembled, physically altered, permanently installed, affixed, attached, joined or added to, blended or combined with, or embedded within, other goods or property.

If the Customer wishes to return the Goods due to a product failure or defect, the Customer must do so within 6 (six) months of the date of purchase, provided that the Customer is able to provide proof of payment. Rochester will, at the Customer's direction, repair or replace the Goods, or refund the amount paid for the Goods.

**In respect of new Goods, other than Special Order Goods, if you cancel these Terms, Rochester may charge you a reasonable cancellation fee as provided for in section 17 of the CPA. We will subtract from the Deposit the cancellation charge, any Delivery charges and/or impose and subtract a collection fee for services rendered and refund you the balance. If the cancellation charge exceeds the Deposit, you must pay any shortfall within 7 days of demand.**

## ADDITIONAL PROVISIONS IN RESPECT OF SPECIAL ORDER GOODS

Special Order Goods are made to your exact specifications and you are not allowed to return them in terms of the CPA. Please ensure that you measure the area of the room where the Special Order Goods will be put as well as the doors through which it has to fit to ensure that you order the correct item or size.

**Please be aware that your right to cancel an advance order in terms of section 17 and the provisions of overselling and overbooking in terms of section 47 of the CPA do not apply to Special Order Goods and you are not entitled to cancel other than when we materially breach these Terms. Orders placed are irrevocable once the Deposit has been paid. In the event of Rochester agreeing to refund monies paid either prior to or post Delivery due to circumstances unrelated to product quality or Lead Times, the Customer will be liable for a reasonable cancellation fee calculated on the Price of the Special Order Goods which Rochester reserves the right to subtract from the Deposit.**

## CANCELLING OF YOUR ORDER BY ROCHESTER

**Rochester reserves the right to cancel your Order if conditions affect us obtaining the Goods change or local market conditions change and you have no claim for any direct or indirect damages you have suffered because of this. Your claim for cancellation will be limited to a refund of the Deposit paid.**

## 12. WARRANTY

Subject to these Terms, all Goods carry an implied warranty in accordance with the CPA which gives the Customer the right to return unsafe and defective Goods in terms of section 20 read with section 56 of the CPA. Our Goods also carry a manufacturers' warranty for a period of 12 months from the date of Delivery in respect of faulty workmanship or defective materials, which will run concurrently with any warranty in terms of the law.

## CPA WARRANTY PERIOD

If Goods are found to be defective within the first 6 months from the date of Delivery, you may return the Goods to your nearest Rochester store for repair, replacement or a refund of the Price paid for the Goods at the time of purchase. Please note that we may have to first return the Goods to the manufacturer, supplier or service provider, in order to confirm hardware or manufacturer's fault and to eliminate any Customer induced damage.

## MANUFACTURER WARRANTY PERIOD

If applicable, if Goods are found to be defective after the first 6 months from the Delivery date but still within the manufacturer's warranty you may return the Goods to your nearest Rochester store for a repair. We will return the unit on your behalf to the manufacturer, supplier or service provider to provide a warranty repair.

**The CPA warranty, as well as the manufacturer's warranty, will not apply to Goods which, once Delivered, are:**

- not used in accordance with maintenance and care advice;
- misused;
- abused;
- damaged by accident or negligence.

**To the extent that the Customer wants to have the Goods repaired, the costs of repair and related transport costs will be for the Customer's account.**

## 13. TERMINATION

The Customer will be in default of these Terms if:

- the Customer does not pay any amount payable to Rochester under these Terms on due date; or
- the Customer breaches any of the Terms and the Customer fails to remedy the breach within 7 days of receiving written notice to do so; or

- any representation or warranty made in connection with these Terms or any other documents supplied by the Customer is materially incorrect or false;
- the Customer, being an individual:
  - ◊ publishes notice of the voluntary surrender of his estate or dies;
  - ◊ is placed under administration or commits an act of insolvency as defined in the Insolvency Act 24, 1936;
  - ◊ has any application or other proceedings brought against or in respect of him in terms of which he is sought to be sequestrated or placed under curatorship, in any event whether provisionally or finally and whether voluntarily or compulsory;
- the Customer, not being an individual:
  - ◊ is wound up, liquidated, dissolved or deregistered, whether provisionally or finally and whether voluntarily or compulsory, or passes a resolution providing for any such event;
  - ◊ is deemed to be unable to pay its debts;
  - ◊ resolves that it begin business rescue proceedings or has any business rescue proceedings commenced against it;
  - ◊ has a judgment of a competent court against the Customer for the attachment of assets or for payment of any amount is not satisfied for more than 7 days after the date on which it is issued; or
  - ◊ compromises or attempts to compromise with its creditors generally or defer payment of debts owing by the Customer to the Customer's creditors.

If the Customer is in default and these Terms are subject to the NCA, Rochester may:

- give the Customer written notice of such default and may propose that the Customer refer these Terms to a debt counsellor, alternative dispute resolution agent, consumer court or ombud with jurisdiction, with the intent that the parties resolve any dispute under these Terms or develop and agree on a plan to bring repayments up to date ("the default notice");
- commence legal proceedings to enforce these Terms including exercising its rights in terms of any of the securities and recover collection costs and default administration charges as defined in the NCA if:
  - ◊ it has given the Customer the default notice or it has given notice to terminate any debt review process under section 86 of the NCA which may then be underway in respect of these Terms;
  - ◊ the Customer is and has been in default under these Terms for at least 20 business days; and
  - ◊ at least 10 business days have elapsed since Rochester delivered the default notice; and
  - ◊ in the case of a default notice, the Customer:
    - has not responded to that notice; or
    - responded to the notice by rejecting Rochester's proposal.

If the Customer is in default of these Terms and these Terms are not subject to the NCA Rochester may exercise its rights, as may be permissible in law and without prejudice to any of Rochester's other rights, which include any one or more of the following:

- suspending the delivery and provision of Goods;
- demanding immediate payment of overdue amounts;
- terminating these Terms; and
- enforcing any security furnished in respect of these Terms.

**The Customer will be liable for all legal costs, as may be permissible in law, incurred by Rochester in recovering any amount that the Customer owes Rochester.**

#### 14. ADDRESSES FOR NOTICES

The Customer chooses as the Customer's domicilium citandi et executandi ("domicile address") for all purposes the physical address set out in the Quote or Order. The Customer authorises Rochester to deliver notices, statements or invoices by hand, e-mail, facsimile or post to the addresses provided.

For purposes of these Terms all notices shall be in writing. Any notice given by either party to the other:

- which is delivered by hand shall be presumed to have been received at the time of delivery;
- if sent by ordinary or pre-paid registered post, 7 days after the date of posting.

A notice actually received by a party shall be an adequate notice to it notwithstanding that it was not delivered to its domicile address.

The parties may at any time by written notice vary their respective domicile addresses to any address within the Republic of South Africa.

#### 15. GOVERNING LAW AND JURISDICTION

These Terms and any other contracts concluded between Rochester and the Customer shall be subject to the laws of the Republic of South Africa.

In terms of section 45 of the Magistrates' Courts Act 32 of 1944, the Customer consents to the jurisdiction of any Magistrates' Court in the area which the Customer resides or works, notwithstanding the amount involved. This does not prevent Rochester from bringing legal proceedings in a High Court that has jurisdiction.

#### 16. DECLARATIONS AND WARRANTIES BY THE CUSTOMER

The Customer warrants and declares that

- the Customer has been given an adequate opportunity to read and understand these Terms and is aware of all these Terms thereof, particularly those printed in bold. The Customer understands and accepts its risks and costs as well as its rights and obligations under these Terms;
- the Customer has full power and authorisation to effect and carry out the obligations in terms of these Terms and, if the Customer is a corporate entity, association, partnership or a trust, that all necessary corporate and/or other actions were taken to authorise the execution of these Terms and the Customer will provide Rochester with the originals or certified copies of all documents confirming such authorisation;
- all the information the Customer provided to Rochester in connection with the conclusion of these Terms is true, complete and accurate and the Customer is not aware of any material facts or circumstances not disclosed to Rochester and which, if disclosed, may adversely affect the decision to enter into these Terms;
- entering into these Terms will not cause it to become over indebted as contemplated in the NCA;
- the Customer has fully and truthfully answered all and any requests for information addressed to it by or on behalf of Rochester leading up to the conclusion of these Terms;
- the Customer has the necessary legal capacity to enter into these Terms and is not subject to an administration order referred to in section 74(1) of the Magistrates Court Act, any sequestration, liquidation or judicial management order or any business rescue proceedings;
- Rochester did not make an offer to the Customer which would automatically have resulted in an agreement if the Customer had not declined the offer;
- Rochester has not induced, harassed or forced the Customer to enter into these Terms;
- these Terms were completed in full at the time of the Customer signing these Terms; and
- the Customer is aware that, if these Terms become subject to the NCA, Rochester must report the relevant details required in terms of section 69 (2) of the NCA to the National Credit Register or a registered credit bureau.
- the Customer is aware that, if these Terms become subject to the NCA, Rochester must report the relevant details required in terms of section 69 (2) of the NCA to the National Credit Register or a registered credit bureau.