



**AGREEMENT FOR THE PURCHASE OF HARDWARE BETWEEN  
BESIGE BREINTJIES (PTY) LTD AND  
CONSUMER (INSTALMENT SALE WITHOUT INTEREST)  
(GENERAL TERMS AND CONDITIONS)**

**CONSUMER PROTECTION LAW NOTICES:**

Dear Consumer, you are directly affected by some of these clauses because they: Limit or exclude our liability. Limit or exclude your rights and remedies against Besige Breintjies. Make you accept risk and/or liability. Make you acknowledge and voluntarily agree to certain statements.

Please read all the conditions carefully, as you will forfeit any claims you may have against us or other parties for certain losses, liabilities, or damages. We may have claims against you and hold you liable for any additional sums owed to us, including any charges or damages that we are required to pay. You must willingly confirm and agree to all the applicable clauses' assertions.

**1. DEFINITIONS**

Unless inconsistent with the context, the following expressions shall have the meanings set forth against them, namely: -

- 1.1. "Administration fee" means the initial fee payable by the consumer at the start of the agreement to obtain the hardware (non-refundable deposit) and the administrative charges to register and conclude this contract.
- 1.2. "BB's website" or "our website" means the official website of Besige Breintjies (Pty) Ltd with domain [www.besigebreintjies.co.za](http://www.besigebreintjies.co.za).
- 1.3. "Bubblégum" or "our supplier" means our third party supplier that powers and supplies the hardware
- 1.4. "Business Day" means a day other than a Saturday, Sunday, or a public holiday.
- 1.5. "Consumer" or "you" means the purchaser of the hardware.
- 1.6. "Contract" means the verbal mandate and the conditions set out herein.
- 1.7. "Cooling off period" means the right to cancel this contract without consequence within seven (7) days after the date of receipt of the goods in accordance with section (16) of the Consumer Protection Act, 68 of 2008, read with section 44 of the Electronic Communications and Transactions Act, 25 of 2002, provided that the hardware is returned in its original condition.
- 1.8. "CPA" means the Consumer Protection Act, 68 of 2008, as amended, together with the regulations and notices published from time to time in terms thereof.

- 1.9. "Day" means a calendar day.
- 1.10. "Debit order" and/or "Debit order mandate" means the debit order authorised by you in our favour for the payment due and owing to us, which payment we may deduct from your bank account.
- 1.11. "Hardware" means the 7-inch Tablet powered by Bubblegum and/or 10-inch Tablet powered by Bubblegum and/or laptop powered by Bubblegum.
- 1.12. "ICASA" means the Independent Communications Authority of South Africa (or successor body).
- 1.13. "Original condition" means that the hardware is unopened, all the seals are intact and the hardware is in its original state and packaging and unused by the consumer.
- 1.14. "Owner of the Hardware" means Besige Breintjies (Pty) Ltd.
- 1.15. "POPIA" means the Protection of Personal Information Act, 4 of 2013.
- 1.16. "Verbal mandate" means the terms and conditions and conclusion of the sale of the hardware over the telephone via our telemarketer.
- 1.17. In the contract, "BB" or "we" or "us" or "our" means Besige Breintjies (Pty) Ltd (2015/075712/07).

## 2. PREAMBLE

- 2.1. The verbal mandate concluded by our telemarketers and you, the consumer, and the terms and conditions contained herein constitute the agreement between BB and the consumer.
- 2.2. By concluding the sale with us you agree willingly to all the terms and conditions incorporated herein.
- 2.3. If any of the contract documents or verbal indications by the telemarketer contradict each other, the provisions herein will take precedence.
- 2.4. We reserve our right to update these terms and conditions with prior notice to you and the most recent product and service terms and conditions will apply and will be available on our website.
- 2.5. All contract documentation is available online at [www.besigebreintjies.co.za](http://www.besigebreintjies.co.za). You are required to keep copies of all the documents we provide to you.

## 3. COMMENCEMENT OF AGREEMENT

- 3.1. Once the verbal mandate is concluded, the parties agree that the payment of the administration fee will constitute an acceptance of the terms and conditions hereof.
- 3.2. This agreement is concluded at our premises when the administration fee is received by us.

## 4. SALE

- 4.1. BB hereby sells to the consumer who hereby purchases on an instalment sale the hardware subject to the terms and conditions set out herein.
- 4.2. The hardware is purchased free from interest and the consumer agrees that this sale will not be regulated by the National Credit Act, 35 of 2005, as amended, nor will we be liable to send a section 129 notice if you default on the payments agreed to herein.

## 5. PRODUCT DESCRIPTION AND CONTRACT PERIOD

TABLE 1					
ITEM CODE	PRODUCT	PAYMENT PERIOD	TOTAL VALUE	ADMINISTRATION FEE	AMOUNT PER MONTH
BB1	7-inch Bubblegum tablet	18 months	R8572.00	R599.00	R469.00
BB2	10-inch Bubblegum tablet	18 months	R9082.00	R599.00	R499.00
BB3	LAPTOP	24 months	R16 876.00	R799.00	R699

## **6. PURCHASE PRICE**

- 6.1. The purchase price of the hardware is the sum referred to in the "total value" column of table 1 inclusive of VAT (if applicable), which shall be payable as set out hereunder.
- 6.2. An administration fee, applicable to your item code, shall be payable on the date agreed upon in the verbal mandate.
- 6.3. The balance of the total value shall be payable in the monthly instalments as set out in table 1 under the item code of the hardware you purchased.
- 6.4. The first instalment will be payable on the date designated by you and arranged in terms of the verbal mandate and subsequent instalments will be payable on that designated day of every succeeding month.
- 6.5. You shall be entitled to make a payment before the date on which it is due in terms of this contract or to make larger payments than the payments for which this contract provides to settle the debt on an earlier date.
- 6.6. You have the option of paying by authorising a debit order against your bank account in our favour.
  - 6.6.1. Your bank (or another third party) acts as your agent if you pay by debit order or other electronic methods.
  - 6.6.2. You are responsible and carry the risk for the payment until we receive it in our bank account.
  - 6.6.3. You will pay a debit order return fee if your bank sends us returned debit orders.
  - 6.6.4. You agree that we may process your payments as a Early Debit Order (EDO) by the use of Authenticated Collections/DebiCheck. This means that on or after 00:00:01 (AM) on the date agreed in the verbal mandate we may process the payment.
  - 6.6.5. If there are insufficient funds in your account to meet your obligations, we are entitled to double debit you on the next month's debit order run or we may track your account and re-present the instruction for payment as soon as sufficient funds are available in your account.
- 6.7. Should you dispute any charges, you are still liable to pay any undisputed amounts immediately.

## **7. PLACE OF PAYMENT**

All instalments due by you to us in terms of the contract shall be payable into our bank account, as detailed by the debit order mandate, without deduction or demand or at such other place as we may from time to time by written notice indicate.

## **8. SOFTWARE**

- 8.1. When you purchase software in conjunction with this contract for the sale of hardware, the terms and conditions for the use of our software accessible by you on BB's website should be read in conjunction with this contract as if specifically incorporated and/or mentioned herein.
- 8.2. You acknowledge that you have read and understood BB's Software terms and conditions found at <https://www.besigebreintjies.co.za/> . You also agree that these terms and conditions may be revised from time to time as and when necessitated by the changes in our growing business and updated versions of this notice will be posted on our website and be made available via email on request.
- 8.3. We reserve the right to cancel the software subscription should you default on your payment thereof.

## **9. CONSENT TO CREDIT CHECK & DEFAULT LISTING (IF NECESSARY)**

You agree that we may use a third party (such as a credit bureau) to record, analyze, or monitor your payments to us and list your default (if any) within twenty-one (21) days after due notice to you.

## **10. OWNERSHIP**

- 10.1. Ownership of the hardware will vest in BB, however, all risk of theft, loss, or damage passes to you when the hardware is delivered.
- 10.2. At the end of the contract period and/or on receipt of the total value (table 1) of the hardware, ownership of the hardware will pass to you.
- 10.3. If you terminate your contract early, ownership will pass to you once you have paid the termination fees as

specified and subject to the provisions of repossession as set out hereunder.

- 10.4. Should you fail to settle termination costs and/or pay any outstanding amounts due, owing, and payable on your account, BB retains the right to, among other rights we may have, to blacklist you as a defaulter and to blacklist and/or block and/or disable the device.

## **11. REPOSSESSION**

- 11.1. If you elect to cancel this contract within thirty (30) days from the date on which you (or any person chosen by you to accept the delivery thereof) took possession of the hardware, we reserve our right to repossess or reclaim the hardware (in your possession and delivered to you) directly from you within 48 hours from the date of such cancellation.
- 11.2. Our right to repossess the hardware is conditional thereon that the hardware is in its original condition, unopened and unused. Should the hardware not be in its original condition and packaging you will be liable for the termination fees as set out hereunder.
- 11.3. You will be liable for the cost of any repairs, damage, or loss as well as the repossession cost together with the termination cost and/or any other outstanding amounts due, owing, and payable on your account.

## **12. THEFT, LOSS OR DAMAGE**

- 12.1. When the hardware is delivered to you (or to any person chosen by you to accept the delivery thereof), you assume all risk relating to any loss, use, damage, or theft.
- 12.2. If your hardware is lost or stolen, you must contact us to have it disabled.
- 12.3. You shall report the crime to the South African Police Services
- 12.4. You shall insure your hardware against any loss, theft, or damage at your own cost.
- 12.5. You will remain liable to pay the instalments and for all expenses and charges if you have elected not to insure the hardware against these losses and/or damages.
- 12.6. We do not accept any liability or obligation to tender, broker or otherwise facilitate the insurance of the hardware, the duty, payment of the insurance installment, and risk remains your responsibility as agreed to between you and your insurer.

## **13. REPAIRS ON SCREEN**

- 13.1. If the screen of the hardware under code number BB1 and BB2 (7-inch tablet/10-inch tablet), for whatsoever reason, breaks, cracks, chips or is damaged in any other way you consent and agree to have all repairs done by BB subject to the terms and conditions of the quotation provided for the repairs, which amount will be paid to us upon demand whilst the monthly instalment and other charges detailed on your invoice remains payable.
- 13.2. If the screen of the hardware under code BB3 (laptop), for whatsoever reason, breaks, cracks, chips or is damaged in any other way you are liable for all repairs and the cost of repairs will be for your own account. You may illicit the services of any authorised third party to affect the repairs.
- 13.3. The aforesaid repairs are further subject to our "screen repair top-up" service which is an optional extra.
- 13.4. The "screen repair top-up" service will not be applicable to hardware under code BB3 (laptop).

## **14. LIMITATION OF LIABILITY**

- 14.1. Neither we nor our suppliers will be liable to you for any liability, loss(es) and/or damages and/or costs and/or expenses whatsoever suffered whether directly, indirectly, or consequential by the use thereof.

## **15. INTELLECTUAL PROPERTY RIGHTS**

- 15.1. Nothing in this agreement constitutes a license or transfer to you of any of BB's or our suppliers' rights including copyright and/or trademarks relating to the name BB, the hardware, the hardware supplier, or the software on the hardware.

## **16. USE OF YOUR PERSONAL INFORMATION AND DIRECT MARKETING**

- 16.1. By concluding this contract, you consent and acknowledge that we, our suppliers, partners, and affiliate companies that are required to comply with the provision of the POPIA, amongst other things, to safeguard your privacy and personal information as defined in POPIA.
- 16.2. For purposes of this agreement, you consent and acknowledge that: -
  - 16.2.1. You disclose and provide your Personal Information to us free and voluntarily and consent and authorise us to collect, use, process, share and/or transfer your Personal Information under BB's Privacy Policy accessible by you on BB's website and the terms thereof which should be read in conjunction with this contract as if specifically incorporated and/or agreed to herein.
  - 16.2.2. Your personal information may be used by our attorneys and/or debt collection agencies if you are in breach of this agreement.
- 16.3. You consent and acknowledge that BB may contact you in respect of their direct marketing campaigns about similar and/or related products and/or services, under the provisions concerning direct marketing as set out in the CPA, as amended and its regulations including POPIA and the provisions relating to the direct marketing registry.
- 16.4. You acknowledge that you have read and understood BB's Privacy Policy found at [https://www.besigebreintjies.co.za/Privacy-Policy\\_Updated\\_BB.pdf](https://www.besigebreintjies.co.za/Privacy-Policy_Updated_BB.pdf). You also agree that this Privacy Policy may be revised from time to time as and when necessitated by the changes in our growing business and updated versions of this notice will be posted on our website and be made available via email on request. If you wish to receive this privacy policy by email you may do so by request to our information officer at [informationofficer@besigebreintjies.co.za](mailto:informationofficer@besigebreintjies.co.za).

## **17. "SCREEN REPAIR TOP-UP PACKAGE"**

- 17.1. If you have opted to take our "screen repair top-up" with the hardware as an optional extra, you will receive up to two (2) screen repairs within a period of 18 months for an additional fee the terms and conditions and acceptance thereof by you will be offered and explained by the telemarketer in the verbal mandate.
- 17.2. The "screen repair top-up" package is only available at the conclusion of the verbal mandate and will not be available to you after conclusion of the verbal mandate.
- 17.3. The "screen repair top-up" is subject to the above clause in respect of screen repairs. Should you require more than two (2) repairs within 18 months, you will be liable to present the hardware under code BB1 and BB2 to us for repairs (which repairs will be for your own account).
- 17.4. The "screen repair top-up" excludes the following:
  - 17.4.1. Water damage;
  - 17.4.2. Intentional damage or destruction;
- 17.5. The "screen repair top-up" will not be applicable to code BB3 hardware. The terms and conditions as set out in the screen repair clause above will apply.

## **18. HARDWARE – RULES OF USE**

- 18.1. When using our hardware, you agree to comply with the following rules:
  - 18.1.1. You:
    - 18.1.1.1. Shall use the hardware for lawful purposes only;
    - 18.1.1.2. Shall use hardware which is approved by ICASA or any other relevant authorities;
    - 18.1.1.3. Shall not reverse engineer, decompile, modify, or tamper with any hardware and you must prevent anyone else from doing so.
    - 18.1.1.4. Shall not use our hardware for any fraudulent or other unlawful purposes.
    - 18.1.1.5. Shall not use our hardware or services, to retain any direct financial gain, for example, the sale of the hardware for a profit.
    - 18.1.1.6. Shall not sell, attempt to sell, or otherwise provide commercial services with the hardware to any third party without our express prior written consent first being obtained.
- 18.2. If we suspect that you are not complying with the above-listed rules, we will cancel your contract immediately without notice to you and you will be liable for the termination costs and/or any outstanding

sums due, owing, and payable to us on your account.

## **19. CHARGES**

- 19.1. You agree that you have been informed about the package choice or pricing plan as set out in table 1, that you understand it, and that you voluntarily consent and accept it.
- 19.2. You agree to accept the charges associated with each package selection or pricing plan of your own volition.
- 19.3. You must pay all relevant charges to us at the rates contained in table 1 and such other rates that may be applicable may be agreed upon from time to time.
- 19.4. We may change instalment amounts from time to time by notifying you in advance, and if you do not accept it, you may cancel the contract by contacting us subject to termination costs and/or any outstanding sums due, owing, and payable on your account.

## **20. YOUR RIGHT TO TERMINATE**

- 20.1. You may terminate this contract without consequence under the cooling-off period as stipulated in the CPA subject to the proviso that you will return all hardware to us if it was delivered to you during the cooling-off period and the repossession fees as referred to above will become payable.
  - 20.1.1. You shall notify us by telephone and email of your intention to exercise your cooling-off right and the cancellation of this contract within the provided period relevant to the aforesaid right.
- 20.2. You may terminate the contract by prior notice to us, which notice shall be in writing and transmitted to us via email and the notice period shall be thirty (30) days before your intended cancellation.
- 20.3. You may terminate the contract by prior notice before the end of the initial contract period, but you will be responsible for the payment of the termination fees.
- 20.4. Should we fail to remedy any alleged breach of this contract, you may terminate the contract, if you:
  - 20.4.1. Notify us of the alleged breach;
  - 20.4.2. Specify the nature and extent of the breach; and
  - 20.4.3. state your intention to terminate the contract if we do not remedy the breach within (30) days.
- 20.5. By prior notice to you in advance, we may change, withdraw, amend or substitute:
  - 20.5.1. the contract or the charges;
  - 20.5.2. any repair, replacement or refund terms;
  - 20.5.3. the charges or price list for the amendments;
  - 20.5.4. any product terms and conditions or services forming part of your package option or price-plan. If you do not accept them, you may terminate the contract by notifying us, subject to termination costs and/or any outstanding sums due, owing, and payable on your account.

## **21. TERMINATION PAYMENTS**

- 21.1. You shall pay a termination fee if you breach the contract or terminate it before the expiration date thereof which costs will be subject to the cancellation terms as set out hereunder.
- 21.2. By cancelling the contract, you will be liable for the following payments:
  - 21.2.1. Should you elect to cancel the contract within thirty (30) days of the conclusion thereof we reserve our right to repossess the hardware (as stated above and if it is in its original condition and packaging), alternatively you may elect to retain the hardware and pay the balance of the value of the hardware in your possession and be liable to pay the full outstanding balance due and owing thereof.
  - 21.2.2. Should you cancel the contract after thirty (30) days after the receipt of the hardware the repossession clause stated above will not be applicable. You will be obligated to pay the balance of the value of the hardware in your possession and you will be liable to pay the full outstanding balance due and owing thereof.
  - 21.2.3. We will retain your administration fee paid at the conclusion of the verbal mandate.
  - 21.2.4. We may levy a further fee to process your cancellation, which fee may include the cost of the cancellation of the software, the cost associated with the cancellation of the debit order and such

other costs associated with the administrative procedure to effect render the cancellation effective.

- 21.2.5. All other amounts that may be due on your account and any other charges that we are entitled to recover in terms hereof including the arrear cost for the use of our software
- 21.2.6. Any collection fees and legal costs calculated on an attorney and own client scale which includes the cost of blacklisting you and/or the removal of any blacklisting upon receipt of full payment of the termination fees.
- 21.3. The above does not exclude our right to claim damages against you for the loss, damage or destruction of the hardware or any other legal action taken for the recovery of our losses, the cost of the legal action will become payable upon demand calculated on attorney and own client scale.
- 21.4. You will only become the lawful owner of the hardware upon receipt of the payment of the full outstanding balance due and owing thereof (as set out in the "ownership" clause above).

## **22. OUR RIGHT TO TERMINATE**

- 22.1. BB may, by prior notice to you, and without limiting any of our other rights, cancel the contract immediately if:
  - 22.1.1. You fail to make any payment in terms of the invoice provided on its due date;
  - 22.1.2. You fail to comply with the hardware – rules of use;
  - 22.1.3. You contravene any applicable laws or binding rules, codes, or standards (especially electronic communication regulations);
  - 22.1.4. You are deprived of legal capacity, including provisional or final sequestration or liquidation or business rescue or placed under curatorship;
  - 22.1.5. Our license or any agreement with our third-party suppliers who empower us to provide you with the hardware is withdrawn or cancelled;
  - 22.1.6. You breach any of the terms and conditions as set out in this contract;
  - 22.1.7. You fail to remedy any material breach of this contract within (10) days after we notify you to remedy your breach.

## **23. INABILITY OF PERFORMANCE**

- 23.1. We do not accept liability for any breach or failure to comply with any of the terms and conditions contained herein arising from or caused by actions or omissions beyond our control, which include:
  - 23.1.1. controls, regulations, restrictions, and prohibitions whether provincial or national.
  - 23.1.2. Fraudulent or criminal actions by third parties.
  - 23.1.3. Scams, phishing, spamming or any other related unlawful activities by third parties, which include spyware, malware and/or ransomware attacks.
  - 23.1.4. Third-party defaults by our suppliers, agents or sub-contractors
  - 23.1.5. Coercive collective action includes strikes, lockouts, or protests.

## **24. HARDWARE WARRANTY**

- 24.1. Any hardware supplied to you that does not function properly or is defective because of design, material or workmanship may be the subject to a warranty of the manufacturer or relevant legislation for (12) months from the date of delivery of the hardware to you.
- 24.2. You agree and understand that you may forfeit and lose any applicable warranty if you use the hardware for purposes other than those for which its use is intended or if you fail to adhere to our rules of use or breach any other provision of this agreement.

## **25. BALANCE CERTIFICATE**

A computerized statement of account as certified by a manager or other authorised employee of BB (whose authority BB need not be proved) will be, on its mere presentation and face value, be acceptable evidence of the amount(s) due by you in terms of this contract.

## **26. THIS AGREEMENT AND ITS TERMS AND CONDITIONS**

You acknowledge that you have read and understood all the terms and conditions contained in this contract, that they

are binding on you and that you voluntarily agree to abide by and be bound by the contents, duties and obligations as set out herein.

## **27. LEGAL COST**

If BB elects to take any legal action against you arising from the breach of the terms and conditions as set out herein, you will be held liable for the cost associated with the mandating of an attorney and/or advocate and/or tracing agent and all other relevant legal costs and/or disbursements calculated on a scale as between attorney and own client.

## **28. NOTICES**

- 28.1. All notices given in terms of this contract will be in writing and shall be sent to the address(es) indicated by the consumer in the verbal mandate. The consumer bears the onus to inform BB of any change of address, which must be in writing.
- 28.2. The consumer agrees that BB may deliver all notices by SMS or email to the designated cell phone number and/or email address of the consumer.
- 28.3. All notices transmitted via SMS or email will be delivered and received:
  - 28.3.1. If delivered by SMS within 24 hours after transmission.
  - 28.3.2. If delivered by email, the provisions as stated in section 23(b) of the Electronic Communication and Transaction Act, 2002, will apply stating that delivery on your server will constitute proper delivery.
- 28.4. Any legal notice given to you by BB which is of particular interest shall be send via registered post to your address provided to us in your verbal mandate and you will be deemed to have received them within 10 days after posting.

## **29. MISCELLANEOUS**

- 29.1. Except where this contract states otherwise, these terms and conditions constitute the entire agreement between you and BB and no amendment, deletion or addition will be valid unless it is reduced to writing and published on our website as an "updated term of use".
- 29.2. BB may by prior notice to you, change, alter or make additions to this agreement if necessary and required by law or regulation to do so. The updated terms will be published on our website as an "updated term of use."
- 29.3. Should you dispute any of the "updated terms of use" you may cancel the agreement subject to your payment of the termination cost and other charges as set out herein.
- 29.4. You acknowledge that this contract creates benefits on behalf of other third parties (i.e., our suppliers and affiliates) and that each person shall, to the extent that they are not an express party to this agreement, are entitled to accept the benefits stipulated on their behalf at any time during the duration of this contract on notice to you.

## **30. SEVERABILITY**

Should any of the terms contained herein be unenforceable, illegal, void, or contrary to regulation or another governing statute that term, word, sentence, or clause will be deleted from this contract. The remainder of the provision will remain binding and of full force and effect.

## **31. INDULGENCES**

No indulgence, leniency or extension of time which BB may grant to the Purchaser in any way shall preclude BB from exercising its rights in terms of this contract and shall not be a waiver of BB's rights herein.

## **32. RENEWALS AND FURTHER AGREEMENTS**

The terms and conditions as set out herein will apply to any further agreements for the sale of additional hardware to you, or for the renewal of your existing contract or for the sale of further hardware after the expiry of the initial contract period.