

## **TERMS and CONDITIONS**

When you click to make a purchase with us, legal obligations arise and your right to refund of monies charged to your credit card or paid in any other way agreed by us, are limited by our terms & conditions. You must not make any purchase through this site unless you understand and agree to all our terms and conditions. Once payment is made for the purchase, it is deemed that you have read and understood the terms and conditions for such purchase.

If you have any queries please contact us before making any purchase for any service through this website.

### **1. About us**

Love2Learn Curriculum is a Christian homeschooling curriculum, looking to Jesus as the centre, recognising home-schooling as a ministry of discipleship to our children, to prepare them for life.

Using beautiful, full-colour, living books, packed with exciting hands-on activities, including International as well as South African History and Geography components, we aim to instil in your child a lifelong passion for learning!

Love2Learn is literature-rich, catering for Visual, Auditory and Kinaesthetic learners, including internet links and videos. We employ the one-room schoolhouse approach so that you can teach different ages all at the same time, remaining true to the principles of Charlotte Mason.

Our Curriculum spans Grades 00 - IGCSE (Grades 10 and 11) - the world's most popular international qualification for 14 – 19 year olds; and AS-Levels (Grade 12/ Matric) and provides a Tutor Support and testing service for these last three years of schooling, so that you are not on your own!

Written for passionate homeschoolers by another passionate homeschooler who understands what you face daily.

### **2. Use of Site**

You may only use this site to browse the content, make legitimate purchases and shall not use this site for any other purposes, including without limitation, to make any speculative, false or fraudulent purchase. This site and the content provided in this site may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. 'Deep-linking', 'embedding' or using analogous technology is strictly prohibited. Unauthorized use of this site and/or the materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws.

### **3. Disclaimer of Warranty**

The contents of this site are provided "as is" without warranty of any kind, either expressed or implied, including but not limited to warranties of merchantability, fitness for a purpose and non-infringement.

The owner of this site, the authors of these contents and in general anybody connected to this site in any way, from now on collectively called "Providers", assume no responsibility for errors or omissions in these contents.

The Providers further do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy, correctness or completeness of these contents. The Providers shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including -without limitation- data loss, lost revenues and lost profit) which may result from the inability to use or the correct or incorrect use, abuse, or misuse of these contents, even if the Providers have been informed of the possibilities of such damages. The Providers cannot assume any obligation or responsibility.

The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

Although Love2Learn offers resources which facilitate education to an extremely high standard, Love2Learn makes no warranties that its materials meet educational or legal requirements. Please note that Love2Learn has no control over the diligence and dedication of parents within the home environment to utilise the curriculum in the manner intended. The responsibility for meeting legal and educational requirements therefore rests solely with the family and/or individual making the purchase.

In the case of private schools who purchase Love2Learn Curriculum, Love2Learn makes no warranty on behalf of the school that the school making the purchase is registered with the Department of Education.

In the case of a private tutor who purchases Love2Learn Curriculum for the purposes of offering private tutoring services, Love2Learn makes no warranty on behalf of the tutor that he/she is qualified or competent to teach. The responsibility rests with the parents enrolling their children at the school or appointed tutor to determine the legal status and competence of that institution and/or person.

#### **4. Our Rights**

We reserve the right to:

- 4.1. modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
- 4.2. change these Conditions from time to time, and your continued use of the Website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.
- 4.3. We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.

## **5. Privacy Policy**

We are committed to protecting your privacy. This privacy policy applies to all the web pages related to this website.

All the information gathered in the online forms on the website is used to personally identify users that subscribe to this service. The information will not be used for anything other than that which is stated in the Terms & Conditions of use for this service. None of the information will be sold or made available to anyone.

The Site may collect certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the Site; the pages that you access while at the Site and the Internet address of the Web site from which you linked directly to our site. This information is used to help improve the Site, analyse trends, and administer the Site.

We may need to change this policy from time to time in order to address new issues and reflect changes on our site. We will post those changes here so that you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer back to this policy regularly. If you have any questions or concerns about our privacy policy, please send us an E-mail.

By using this website, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our site. Your continued use of the website following the posting of changes to these terms will mean that you accept those changes.

## **6. Cookie/Tracking Technology**

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

## **7. Third Party Links**

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

## **8. Product availability and Delivery Lead Times**

Love2Learn Curriculum has no control over the availability of titles that it does not publish directly. Components of the curriculum packages may thus change without prior notice.

### **8.1 Love2Learn Curriculum Orders**

Love2Learn Curriculum operates on a delivery lead time of approximately 8 (eight) weeks from date of receipt of payment for an order.

As a result of holiday closures both locally and internationally, any orders placed over Christmas/New Year, will attract further delays in delivery. Please factor this into your scheduling. There may be delays over the Easter period as well.

(We fully appreciate the eagerness of families to obtain their books as soon as possible after order, and we certainly do strive to supply books in as short a time as possible; however sometimes publishers are out of stock, books are in reprint and consequently orders are unavoidably delayed.)

### **8.2 Backorders / Out of Stock Orders**

Sometimes backorders on imported titles are unavoidable. These will be dispatched to you as soon as possible. On occasions, a book may be completely out of stock with the publisher itself, but not out of print. In a case like this one may have to wait for a book to be reprinted by the publisher. This can take a few months. Regrettably, Love2Learn Curriculum has no control over this and accepts no liability should this type of situation arise.

Every effort is made to effect shipment of your order timeously however unforeseen circumstances may cause delays. Should we be faced with such an occurrence Love2Learn Curriculum will contact you via email and provide a revised shipping schedule.

## **9. Delivery Policy**

Subject to your selection of a "Place of Delivery" from our list of centres reflected on our Online Order Form; all orders quoted include a "Fulfillment" charge which will cover administration, packaging, delivery etc. of your order at the eight week deadline. You will thus not be charged anything more for delivery of your order either via courier (for your initial bulk order delivery) or post (back-orders).

Kindly note if you are based outside of South Africa, or if you are living in South Africa but cannot find a "Place of Delivery" suitable to your needs on our list of towns or city names from the drop-down box on our Online Order Form and instead you select "Other", then Love2Learn will only be in a position to quote you for "Fulfillment" once your order is complete and ready for dispatch. Please note that deliveries to areas not listed attract a significant premium. In these instances, these delivery costs will need to be paid before any resources are released either via courier or post.

The "Fulfillment" cost quoted does not make provision for early, part-delivery of an order, viz. should you for any reason whatsoever elect to take part-delivery of your order prior to the eight week deadline, Love2Learn will supply you with a quote for delivery of those resources that have arrived. This quoted amount is to be paid prior to your part-delivery being dispatched.

### **9.1 Shipping**

SA counter to counter

Please ensure the correct shipping address is provided from the outset as title and risk will pass to you once the order has left our premises.

### **9.2 Undeliverable packages**

Occasionally packages are returned to us undeliverable. Should this event take place every attempt will be made to contact you to make arrangements for re-shipment.

### **9.3 Order processing**

Order processing will not begin until we receive a confirmed order and full payment.

## **10. Refunds/Returns and Duplicate Resources Policy**

Upon receipt of your payment against your quotation, Love2Learn will supply you with a "List of Subjects and their Resources" report, which will list ALL of the Subjects that you've ordered, as well as ALL of the individual Resources that make up those subjects.

This will give you the opportunity to CHECK the resources listed and ensure that none of the titles listed are duplicates of books/resources that you may already own.

(Love2Learn does not publish its book-list; and this checking opportunity is our way of assisting families so that they are not lumbered with duplicate resources).

If you require any CHANGES to Subjects or Resources/Software, you must notify us by return e-mail **within 2 working days** of this email to avoid any **handling fees**. We will then make the necessary changes and pass the required credits immediately; NO HANDLING FEE will apply. This credit will not be refunded; instead it will be retained by Love2Learn and you are most welcome to use it to offset future orders and/or delivery fees.

If, for any reason, you CANCEL your ENTIRE order within the 2 working days, you will be required to pay a CANCELLATION FEE of 15% to cover administration costs.

Kindly note that should you NOT alert us to the fact that your subjects are incorrect or that there are duplicate titles and/or incompatible Software within the 2 working day deadline and you subsequently wish to change your subjects or credit a resource, you can still do so up until your order is dispatched, but a nominal handling fee of 10% will apply. (Once again, no refunds will be done; the credit will be left on your account and can be used to offset future orders and delivery fees.)

If, for any reason, you CANCEL your ENTIRE order at this stage (after the 2 working day deadline and up until the time your order is dispatched) you will be required to pay a CANCELLATION FEE of 25% (10% handling fee and 15% administrative costs). In addition, any surcharges which banks may impose, in regard to bank charges and levies of any nature related to transferring funds internationally, will also be for your account.

**IMPORTANT: NO RETURNS OR CREDITS can be done AFTER your order has been dispatched.**

All deliveries of orders include a list of items being delivered. Any discrepancies as regards the printed list of titles being supplied when compared with the actual items delivered e.g. short delivery; must be communicated to Love2Learn within seven days of taking delivery of your order. Love2Learn reserves the right to waive any discrepancies that are communicated after this seven day “window” period.

### **11. Copyright – Photocopying a Criminal Offence**

Copyright law protects all materials sold by Love2Learn. Unless otherwise stated, photocopying of any material not only contravenes Biblical and moral principles, but is also a Criminal Offence; and as such is liable to criminal prosecution and civil claims for damages. Additional copies of workbooks may be purchased from Love2Learn for use by siblings.

### **12. Resale of Curriculum**

Love2Learn Curriculum is licensed to a single purchaser and may not be resold to any other party. Families who have completed aspects of the curriculum and would like to pass on their material are welcome to contact the Love2Learn office and donate these resources to Missionaries and under-privileged families that Love2Learn has association with.

### **13. All Printing and Typing Errors Excepted**

### **14. Home-Schooling Co-Operatives, Small Schools and Tutor Groups**

Love2Learn is licensed to a single purchaser to operate in a **single family** situation, in a similar way that software is licensed for use on a single computer. In the case of a home-schooling co-operative (several families working together) or a business concern operating a small school, or a tutor teaching a group of learners (and serving home-educating families); and wanting to use Love2Learn Curriculum, please note that each family in the co-operative, and each student in the small school, or tutor group, is required to purchase their own set of books. Contravention of this clause constitutes a breach of contract and will make the relevant parties liable to criminal prosecution and civil claims for damages. Love2Learn has no control over the legal status of small schools and it is the sole responsibility of the purchaser of this curriculum to ensure that the school offering tuition to their child is registered with the Department of Education.

### **15. Note to Afrikaans Love2Learn Users:**

Love2Learn does not purport to be a full-fledged Afrikaans Curriculum. Certain subjects in each “Kern” contain a combination of both Afrikaans and English titles; and where applicable, the Engine Room (Lesson Plans) refers to the English titles only. Some of the English books referred to in the Engine Room have been removed and replaced with Afrikaans titles. Page numbers in the Engine Room correlate for all English Titles only. All Engine Rooms are currently only available in English, unless otherwise stated. Please refer to the description on the Online Price List for clarification as to the mix of English and Afrikaans titles offered per subject. This combination is subject to change without prior notification.

### **16. Items Not Supplied as Standard:**

In the interests of cost-savings, Love2Learn does not automatically include the following items in the curriculum

- Gospel worship CD's.
- Classical music CD's.
- Coffee table style books on the subject of Art.
- World Atlas or Globe.
- English or Afrikaans Dictionaries.

Love2Learn assumes that most families are in possession of their own versions of these items, or that they will acquire these in the course of time. Love2Learn is able to supply Atlases and Dictionaries upon specific request.

For access to art pictures on the internet, free of charge, please visit [www.abcgallery.com](http://www.abcgallery.com). In addition, there are a host of internet sites that offer sound bytes of classical music free of charge.

Love2Learn does not supply general stationery. Please obtain this from your local stationery supplier.

### **17. Love2Learn Bridging Programme**

Once your Love2Learn order has been received and processed, Love2Learn will supply all first-time Love2Learn users with a Bridging Programme, electronically via e-mail. This Programme is supplied free-of-charge as a courtesy, to help tide you over while you wait for your Love2Learn Order to arrive. The material covered in the Bridging Course, while constituting valuable learning, is not the same as that covered in your Love2Learn Curriculum. It is not supplied with an Engine Room or teacher guidelines, but is designed as a scheme of work to be covered for each subject per week over a twelve week period. (You won't have to use it that long – but the course spans this period of time anyway.) It requires you to obtain books from the library or access relevant material from the Internet; and to develop your own lesson plans around these books/ information, until such time as your Love2Learn Curriculum order arrives. The Love2Learn Bridging Programme does not replace or attempt to replace Love2Learn Curriculum. In essence, it is designed to be a tool to assist you in the transition period from “school” to “home-school” and to provide you with themes of study while you await the arrival of your Love2Learn Curriculum Order.

### **18. Curriculum and Assessment Policy Statement (CAPS) Books and Love2Learn Curriculum**

A number of CAPS books that are prescribed within mainstream schools are incorporated as standard into Love2Learn Curriculum Core Studies from Core 2 onwards, but they are not the focal point of Love2Learn Curriculum. For reference, Core 2 incorporates Grade 4 CAPS books, Core 3, Grade 5 CAPS books and so on. Coverage of these books across the year is catered for in the Engine Room; however should you elect to incorporate a different grade of CAPS books to what is planned and designed into a Core as standard, e.g. Grade 5 CAPS books with Core 2, then the pages and content of the new grade of CAPS books will not correlate with the Engine Room for that Core. Love2Learn reserves the right to remove any and all CAPS titles without prior notification. Please contact the Love2Learn office should you require further clarification in this regard.

## 19. Disclosure of outlet country at time of payment

South Africa  
Standard Bank

## 20. Payment Options and Pricing

All transactions will be processed in South African Rand (ZAR).

Payment is only to be made once you have received an acknowledgement of your online order and an official Quotation from Love2Learn Curriculum.

Payment may then be made via any of the following options:

### 20.1 Credit Card

We accept MasterCard and Visa credit cards. If you do not have a credit card please utilise one of the other payment options – refer 20.2 and 20.3, below. Please e-mail your proof of payment to [info@love2learn.co.za](mailto:info@love2learn.co.za) or fax it to us on 086 511 8407 (SA only) to ensure your payment is confirmed and order processing can commence as quickly as possible.

### 20.2 EFT (Electronic Fund Transfer)

One of the most widely used ways of sending money online. On receipt of your online order, Love2Learn will compile a Proforma Invoice (Quotation) which will be e-mailed to you within 24 – 72 hours for your consideration, together with a “Reference Number” and “link” to our secure online payment portal. Should you wish to accept this Proforma Invoice, you can then click on the “link” and select the option to pay via EFT. You will then have to load Love2Learn Curriculum cc as a beneficiary on your internet banking and use the unique “Reference Number” for your payment. Please e-mail your proof of payment to [info@love2learn.co.za](mailto:info@love2learn.co.za) or fax it to us on 086 511 8407 (SA only) to ensure your payment is confirmed and order processing can commence as quickly as possible.

Banking Details:

Bank:	SBSA Fourways Crossing
Branch No.:	009953
Account Name:	Love2Learn Curriculum cc
Account No.:	421490772
Account Type:	Cheque / Current
Swift code:	sbzazajj

### 20.3 Direct Deposit and Cash

You may pay for your products through a direct deposit. It’s exactly the same as doing an EFT payment, except you will have to go into your bank and physically make your direct deposit there. Please e-mail to [info@love2learn.co.za](mailto:info@love2learn.co.za) or fax through your deposit slip to us on 086 511 8407 (SA only) to ensure your payment is confirmed and order processing can commence as quickly as possible.

Payments in CASH must include 1.5 % of the value of the deposit to cover bank charges.

**Banking Details:**

Bank:	SBSA Fourways Crossing
Branch No.:	009953
Account Name:	Love2Learn Curriculum cc
Account No.:	421490772
Account Type:	Cheque / Current
Swift code:	sbzazajj

Love2Learn Curriculum cc reserves the right to change pricing at any time without prior notice.

**For more information about how to order, special order requirements and other payment options, please contact our office on Fax 086 511 8407 or email [info@love2learn.co.za](mailto:info@love2learn.co.za).**

**21. Security Policy**

Virtual Card Services process all credit card transactions. All credit card transactions are 128 bit Secure Socket Layers (SSL) encrypted. The company registration documents and the site's registered domain name are checked and verified by Thawte, ensuring the cardholder and merchant that nobody can impersonate VCS to obtain confidential information.

Virtual Card Services is committed to providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. Virtual Card Services Internet servers are protected by firewalls and intrusion detection systems.

The Merchant does not have access to credit details.

Virtual Card Services continually reviews and enhances its security in line with technological changes.

**22. Monitoring**

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

**23. Law**

The Conditions will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

**24. Updating of these Terms and Conditions**

We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates.

The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

## **25. Consent**

I understand that all the designs and trademarks are registered to Love2Learn Curriculum cc and hereby accept the terms and conditions. I undertake not to copy/duplicate the trademarks and designs directly or indirectly in anyway and understand the legal implications thereof. Should I be found to be in violation of this agreement I understand that I will be held liable for all legal costs incurred by Love2Learn Curriculum cc for any civil action or any legal action deemed necessary against me.

## **26. Contact Details**

### **Physical address:**

60 Macbeth Avenue  
Witkoppen Ext. 21  
Fourways  
Gauteng  
South Africa

### **Postal address:**

PO Box 1171  
Lonehill  
2062  
Gauteng  
South Africa

### **Email address:**

info@love2learn.co.za

### **Phone numbers:**

+27 11 465 6049

### **Fax number:**

086 511 8407 (SA only)

A copy of the ECT Act is available at <http://www.polity.org.za/pol/acts/2002>