



Terms & Conditions of Service

1. Introduction

Welcome to Memento Books Pty (LTD), a company registered under registration number 2022/752528/07. These Terms and Conditions govern your use of our website, mementobooks.co.za, and the services provided by us. By accessing or using our services, you agree to be bound by these Terms and Conditions.

2. Scope of Services

Memento Books provides services for the digitisation of physical artworks and the creation of softcover books from artworks. Our services are available exclusively to customers within South Africa. We accept all types of artworks that can be safely shipped, subject to packaging and shipping limitations.

3. Order Process

- **Placing Orders:** Orders can be placed through our website by selecting the desired service, providing the required information, and completing the payment process.
- **Order Modifications and Cancellations:** Orders can be cancelled up to the point before artwork pickup has been scheduled. After this point, cancellations are not possible. Customers will have the opportunity to make one modification to book layouts during the digital proofing stage.
- **Guest Checkout:** Customers may complete orders as guests, though they will not be able to access or modify personal information after checkout.

4. Payment Terms

- **Payment Methods:** We accept payment via Yoco and Ecwid, which support various methods such as credit card and EFT.
- **Full Payment Requirement:** Full payment is required at the time of order. No deposits or partial payments are accepted.

5. Pricing

- **Currency and Tax:** All prices are listed in South African Rand (ZAR) and are not subject to VAT at this time. Prices may change periodically, and promotions or discounts may be available.

- **Discount Codes:** We may offer discount codes during promotions. These must be applied at checkout and are subject to terms specific to each promotion.

6. Shipping & Delivery

- **Initial Pickup:** The initial pickup of artworks is included in the service price but is subject to size limitations. If a shipment exceeds these limitations, the customer will be liable for additional costs.
- **Final Delivery:** The cost of delivering the final product (book) is not included in the service price. Delivery costs will be added at the time of layout approval.
- **Lost or Damaged Items:** If artworks are lost or severely damaged during the initial shipment to us, we will issue a full refund. If a book is damaged during delivery, we will reprint and resend it at no extra cost, provided sufficient evidence of the damage is provided.

7. Refunds and Returns

- **No Refund or Return Policy:** Due to the customised nature of our services, we do not offer refunds or accept returns on completed products, including digital and physical products, unless otherwise specified under our shipping policy.

8. User Obligations

- **Accurate Information:** Customers are required to provide accurate and up-to-date shipping and payment information.
- **Adherence to Packaging Guidelines:** Customers must follow our packaging guidelines for sending artworks. Failure to do so may result in waiving rights to refunds or replacements for damages caused by improper packaging.
- **Approval of Digital Proofs:** Customers are responsible for carefully reviewing digital proofs of book layouts. Once approved, the final printed book will reflect the approved proof, and we will not be liable for errors present in the proof.

9. Intellectual Property

- **Ownership:** Customers retain full ownership of their digitised artwork. By submitting artwork, customers confirm they have the necessary rights to do so.

- **Marketing Use:** We will only use customers' digitised artworks for marketing purposes with explicit permission from the customer.

10. Limitation of Liability

- **Shipping Risks:** While we take all reasonable precautions, we are not liable for the loss or damage of artworks during shipping. We will, however, offer reimbursement or replacement as outlined in our shipping policy.
- **Third-Party Liability:** We are not responsible for financial losses resulting from issues with third-party service providers, including payment gateways. We will assist in resolving issues within reasonable capacity.

11. Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of South Africa. Any disputes arising from or relating to these terms will be subject to the jurisdiction of South African courts.

Last Updated: 12/10/2024