

Terms and conditions

Home/Store/Terms and conditions

Terms and conditions: Installation and Return Policy

Terms and Conditions:

1. Introduction:

This website can be accessed at www.toti-ally.co.za, related Mobi-sites and software applications (the "Website")

1. These Website Terms and Conditions ("Terms and Conditions") govern the ordering, sale and delivery and installation of Goods, and the use of the Website.
2. These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website ("you", "your" or "user"), including without limitation each user who registers as contemplated below ("registered user"). By using the Website and by clicking on the "Register Now" button on the Website, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.
3. The Website enables you to shop online for an extensive range of goods including air conditioning and associated accessories ("Goods").

2. General:

Toti-Ally Group may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user's right to use the Website or any of its contents subject to us processing any orders then already made by you.

1. You may not cede, assign, or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
2. Any failure on the part of you or Toti-Ally Group to enforce any right in terms hereof shall not constitute a waiver of that right.
3. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
4. No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.
5. No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show grant or allow to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.
6. These Terms and Conditions contain the whole agreement between you and Toti-Ally Group, and no other warranty or undertaking is valid, unless contained in this document between the parties

3 Conclusion of Sale and availability of stock

1. Users may place orders for Goods, which Toti-Ally Group may accept or reject. Whether or not Toti-Ally Group accepts an order depends on the availability of Goods, correctness of the information relating to the Goods (including without limitation the price) and receipt of payment or payment authorisation by Toti-Ally Group for the Goods.

2. NOTE: Toti-Ally Group will indicate the acceptance of your order by delivering the Goods to you or allowing you to collect them, and only at that point will an agreement of sale between you and Toti-Ally Group come into effect (the "Sale"). This is regardless of any communication from Toti-Ally Group stating that your order or payment has been confirmed. Toti-Ally Group will indicate the rejection of your order by Toti-Ally Group itself by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.

3. Prior to delivery or your collection of the Goods, you may cancel an order at any time provided you do so before receiving a dispatch or delivery notice. After delivery or your collection of the Goods, you may return the Goods only in accordance with the Returns Policy.

4. Placing Goods in a wish list or shopping basket without completing the purchase cycle does not constitute an order for such Goods, and as such, goods may be removed from the shopping basket if stock is no longer available, or the price thereof might change without notice to you. You cannot hold Toti-Ally Group liable if such Goods are not available or are not available at the particular price when you complete or attempt to complete the purchase cycle at a later stage.

5. You acknowledge that stock of all Goods on offer is limited, and that pricing may change at any time without notice to you. In the case of Goods for sale by Toti-Ally Group, Toti-Ally Group will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are discontinued on the Website. However, we cannot guarantee the availability of stock. When Goods are no longer available after you have placed an order, Toti-Ally Group will notify you and you will be entitled to a refund of any amount already paid by you for such Goods.

6. In the case of Services provided by a Third-Party Installer, Toti-Ally Group relies on installation availability information supplied by the relevant Third-Party Installer and Toti-Ally Group accordingly bears no liability for any inaccuracies in the information supplied to it. Consequently, should you order any Services from a Third-Party Installer which are in fact inaccurate, any resulting dispute should be resolved between you and the relevant Third-Party Installer, your respective rights and obligations being as set out in these Terms and Conditions.

4 Payment

We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.

Goods are for sale by Toti-Ally Group payment can be made for Goods via –

1. debit card.
2. credit card.

where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation your order for the Goods will be cancelled. You warrant that you are fully authorised to use the credit card supplied for purposes of paying the Goods. You also warrant that your credit card has sufficient available funds to cover all the costs incurred because of the services used on the Website.

3. direct bank deposit or electronic funds transfer: if you pay via direct bank deposit or electronic funds transfer, payment must be made within 5 (five) days of placing your order. Toti-Ally Group will not accept your order if payment has not been received.

4. Instant EFT.

You may contact us to obtain a full record of your payment. We will also send you email communications about your order and payment.

Once you have selected your payment method (save for cash on delivery or direct bank deposit), you will be directed to a link to a secure site for payment of the applicable purchase price for the Goods.

5 Delivery of goods

Toti-Ally Group offers 2 (two) methods of delivery of Goods to you. You may elect delivery via:

1: courier or self-collection

2: Our delivery charges are subject to change at any time, without prior notice to you. You will see the applicable delivery charges in your cart or on the product page when you check out.

3: Where it accepts your order, Toti-Ally Group or the Third-Party Seller will deliver the Goods to you as soon as reasonably possible, but no later than 30 (thirty) days of receipt of your payment ("Delivery Period"). We will notify you if we are unable to deliver the Goods during the Delivery Period. You may then, within 7 (seven) days of receiving such notification elect whether or not to cancel your order for the Goods. If you elect to cancel your order, we will reimburse you for the purchase price.

4: Toti-Ally Group's obligation to deliver a product to you is fulfilled when we deliver the product to the physical address nominated by you for delivery of the order. Toti-Ally Group is not responsible for any loss or unauthorised use of a product, after it has delivered the product to the physical address nominated by you.

5: Errors

We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of Goods on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect

purchase price – to the extent of refunding you for any amount already paid, or otherwise as set out in the Returns Policy.

Toti-Ally Group shall not be bound by any incorrect information regarding our Goods displayed on any third-party websites.

7: Third Party Installers

Toti-Ally Group will indicate on relevant product pages estimated installation cost. In such cases Toti-Ally Group only provides contact details of recommended accredited Third-Party Installers for Toti-Ally Group customers. Toti-Ally Group is neither the buyer nor the seller of these Services unless otherwise specified.

1. The Sale formed on acceptance of your order for Services that are provided by a Third-Party Installer is therefore solely between the registered user and such Third-Party Installer. Toti-Ally Group is not a party to that sale.
2. The Third-Party Installer is solely responsible for fulfilment of delivery of the Services. The Third-Party Installer is also responsible to provide an invoice to the registered user if required.
3. Not all Third-Party Installer are registered VAT (Value-Added Tax) vendors. Only Third-Party Installers who are registered VAT vendors may charge VAT on Services sold and issue a tax invoice in respect thereof. If a Third-Party Installer is not a registered VAT Vendor, it may not charge VAT on Services sold and will not be in a position to issue a tax invoice in respect thereof.
4. Because Toti-Ally Group wants the registered user to have a safe and consistent experience, Toti-Ally Group will handle any returns under the CPA or the Electronic Communications and Transactions Act 2002 (“ECT Act”), by the registered user arising out of or in connection with the Sale between a registered user and a Third Party Installer on behalf of the Third Party Installer according to Toti-Ally Group’s own Returns Policy. Should such claim escalate into being a dispute, although Toti-Ally Group is entitled to become involved in an attempt to resolve it, Toti-Ally Group is not obliged to do so, and any disputes must be resolved between you and the relevant Third Party Installer alone.

8 Privacy Policy:

We respect your privacy and will take reasonable measures to protect it, as more fully detailed below.

1. Should you decide to register as a user on the Website, we may require you to provide us with personal information which includes but is not limited to –

- your name and surname.
- your email address.
- your physical address.
- your gender.
- your mobile number.

- your date of birth.

2. Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update your personal information.

3. You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

4. We will not, without your express consent:

4.1.1 use your personal information for any purpose other than as set out below:

4.1.2 in relation to the ordering, sale, and delivery of Goods.

4.1.3 to contact you regarding current or new Goods or services or any other goods offered by us or any of our divisions and/or partners (unless you have opted out from receiving marketing material from us).

4.1.4 to inform you of new features, special offers and promotional competitions offered by us or any of our divisions and/or partners (unless you have opted out from receiving marketing material from us); and

4.1.5 to improve our product selection and your experience on our website by, for example, monitoring your browsing habits, or tracking your sales on the Website; or

4.1.6 disclose your personal information to any third party other than as set out below:

4.1.7 to our employees and/or third-party service providers who assist us to interact with you via our website, email or any other method, for the ordering of Goods or when delivering Goods to you, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently.

4.1.8 to our divisions and/or partners (including their employees and/or third party service providers) in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new goods or services, new features, special offers or promotional items offered by them (unless you have opted out from receiving marketing material from us);

4.1.9 to law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity, or to investigate violations of these Terms and Conditions.

4.1.10 to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us and not for their own benefit;

4.1.11 to our suppliers in order for them to liaise directly with you regarding any faulty Goods you have purchased which requires their involvement; and

4.1.12 to any Third Party Installer for purposes of sending you an invoice for any Goods purchased from such Third Party Installer which disclosed information will be limited to your email address.

4.1.13 We are entitled to use or disclose your personal information if such use or disclosure is required to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property. In the event of a fraudulent online payment, Toti-Ally Group is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

4.1.14 We will ensure that all our employees, third party service providers, divisions and partners (including their employees and third-party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations in relation to your personal information.

4.1.15 Ratings and Reviews: When you provide a rating or review of a Product, you consent to us using that rating or review as we deem fit, including without limitation on the Website, in newsletters or other marketing material. The name that will appear next to that rating or review is your First Name, as you would have provided upon registration. If you do not agree to this, please do not put any ratings or reviews on the Website. We will not display your Last Name, nor any of your contact details, with a rating or review.

5. We will –

5.1 treat your personal information as strictly confidential, where we are entitled to share it as set out in this policy.

5.2 take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.

5.3 provide you with access to your personal information to view and/or update personal details;

5.4 promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;

5.5 provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and upon your request, promptly return or destroy any and all of your personal information in our possession or control, for that which we are legally obliged to retain.

6. We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

7. Toti-Ally Group undertakes never to sell or make your personal information available to any third party other than as provided for in this policy.

8. Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.

9. If you disclose your personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than Toti-Ally Group, Toti-Ally Group SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD PARTY. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.

10. This website makes use of “cookies” to automatically collect information and data through the standard operation of the Internet servers. “Cookies” are small text files a website can use (and which we may use) to recognise repeat users, facilitate the user’s on-going access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content, and to display more focused advertising to a user by way of third party tools. The type of information collected by cookies is not used to personally identify you. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note that cookies may be necessary to provide you with certain features available on our Website, and thus if you disable the cookies on your browser you may not be able to use those features, and your access to our Website will therefore be limited. If you do not disable “cookies”, you are deemed to consent to our use of any personal information collected using those cookies.

11 Marketing

When you visit the Website or send emails to us, you consent to receiving communications from us or any of our divisions or partners electronically in accordance with our privacy policy. Changes to these terms and conditions:

Toti-Ally Group may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the

12. Website

Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.

13 Link to third party websites

This Website may contain links or references to other websites (“Third Party Websites”) which are outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third-Party Websites and Toti-Ally Group is not responsible for the practices and/or privacy policies of those Third-Party Websites or the “cookies” that those sites may use.

Notwithstanding the fact that the Website may refer to or provide links to Third Party Websites, your use of such Third-Party Websites is entirely at your own risk and we are not responsible for any loss,

expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information contained thereon

14 Limitation of liability:

Toti-Ally Group cannot be held liable for any inaccurate information published on the Website and/or any incorrect prices displayed on the Website, where such liability arises from the gross negligence or wilful misconduct of Toti-Ally Group, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors.

1. Toti-Ally Group shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from your use of, or reliance upon, the website or the content contained in the website; or your inability to use the website, and/or unlawful activity on the website and/or any linked third party website.

2. You hereby indemnify Toti-Ally Group against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of this website and/or any linked third party website

15 Availability or termination:

We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and are entitled to discontinue providing the Website or any part thereof with or without notice to you.

1. Toti-Ally Group may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that Toti-Ally Group will not be liable to you in the event that it chooses to suspend, modify or terminate this Website other than for processing any orders made by you prior to such time, to the extent possible.

2. If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of the price of an order for any Goods, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.

3. Toti-Ally Group is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing the Website and/or have created multiple user profiles to take advantage of a promotion or Coupon intended by Toti-Ally Group to be used once-off by you, to blacklist you on its database (including suspending or terminating your access to the Website), refuse to accept or process payment on any order, and/or to cancel any order concluded between you and Titan Air-Conditioning, in whole or in part, on notice to you. Titan Air-Conditioning shall only be liable to refund monies already paid by you (see Titan Air-Conditioning's Returns Policy in this regard), and accepts no other liability which may arise as a result of such blacklisting and/or refusal to process any order.

4. At any time, you can choose to stop using the Website, with or without notice to Toti-Ally Group

16 Governing law and jurisdiction:

These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

1. In the event of any dispute arising between you and Toti-Ally Group you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Gauteng Local Division, Johannesburg) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

2. Nothing in this clause or the Terms and Conditions limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

17 Notices:

Toti-Ally Group hereby selects 10 Wittebook Street, Brackendowns, Alberton, 1448 as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions ("legal address"). Toti-Ally Group may change this address from time to time by updating these Terms and Conditions.

1. You hereby select the delivery address specified with your order as your legal address, but you may change it to any other physical address by giving Toti-Ally Group not less than 7 days' notice in writing.

2. Notices must be sent either by hand or email and must be in English. All notices sent –

1. by hand will be deemed to have been received on the date of delivery;

2. by email will be deemed to have been on the date indicated in the "Read Receipt" notification. ALL EMAIL COMMUNICATIONS BETWEEN YOU AND US MUST MAKE USE OF THE "READ RECEIPT" FUNCTION to serve as proof that an email has been received.

18 Complaints:

If you have a complaint about the goods or services provided by us or require information regarding our internal complaints-handling process, please get in touch with us via the Website or you can contact us via email info@toti-ally.co.za

19 Disclaimer

The use of the Website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.

1. Whilst Toti-Ally Group takes reasonable measures to ensure that the content of the Website is accurate and complete, Toti-Ally Group makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website. If any such

representations or warranties are made by Toti-Ally Group's representatives, Toti-Ally Group shall not be bound thereby.

2. Toti-Ally Group disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.

3. Although Goods sold from the Website may, under certain specifically defined circumstances, be under warranty, the Website itself and all information provided on the Website is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.

4. Any views or statements made or expressed on the Website are not necessarily the views of Toti-Ally Group, its directors, employees and/or agents.

5. In addition to the disclaimers contained elsewhere in these Terms and Conditions, Toti-Ally Group also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of Toti-Ally Group, its employees, agents or authorised representatives. Toti-Ally Group thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in in connection with your access to or use of the Website.