

## **TERMS AND CONDITIONS**

### **Website Terms and Conditions of Use Relating to [www.ROMA GAZ.co.za](http://www.ROMA GAZ.co.za)**

These Terms and Conditions ("the Terms and Conditions") govern your ("the User") use of the **ROMA GAZ (PTY) LTD** ("Provider") website located at the domain name **www.ROMA GAZ.co.za** ("the Website"). By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. The User may not access, display, use, download, and/or otherwise copy or distribute Content obtained on the website for marketing and other purposes without the consent of the Provider.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, IMMEDIATELY STOP ACCESSING THIS SITE.**

### **Electronic Communications**

By using this Website or communicating with the Provider by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.

### **Disclaimer of Warranty**

You expressly agree that use of the Site is at your sole risk and discretion. The Site and all content and other information contained on the Site is provided on an "AS IS" and "AS AVAILABLE" basis without warranty of any kind, whether express or implied. Bell crescent properties makes no warranty that (I) the Site and content or information will be uninterrupted, timely, secure or error-free, (II) the results that may be obtained from use of this Site will be effective, accurate or reliable. The Site may include technical mistakes, inaccuracies or typographical errors. Bell crescent properties reserves the right to change the Site content and information at any time without notice.

### **Exchange Cylinders and Cylinder Condition**

The Provider reserves the right to reject the exchange cylinder provided by the user, should the condition be deemed to be unsafe, stolen or from a source other than the general exchange program. Cylinders remain property of the filling company and are never owned by the user. By paying the deposit on is simply entering the exchange program.

Cylinders delivered will be of various conditions however liability is transferred to the Filling Company should there be any occurrence resulting from the failure/rupture of that cylinder.

ROMA GAZ (Pty) Ltd will not fill any LPG bottles, filling is done off site by a filler of our choice.

## **E-Commerce & Privacy**

The Website [www.ROMAGAS.co.za](http://www.ROMAGAS.co.za) sells **LP Gas and associated equipment** online. The use of any product or service bought from this Website is at the purchaser's risk. The purchaser/ user indemnifies and holds the Provider harmless against any loss, injury or damages which may be sustained as a result of using the products sold on the Website.

The private information required for executing the orders placed through the e-commerce facility, namely the User's personal information and credit card details, delivery address and telephone numbers will be kept in the strictest confidence by the Provider and not sold or made known to third parties. Only the necessary information, that is the delivery address and contact phone number will be made known to third parties delivering the product. Credit card details are not kept by the Provider under any circumstances.

The Provider cannot be held responsible for security breaches occurring on the User's electronic device (Personal Computer or other electronic device used to browse the Website), which may result due to the lack of adequate virus protection software or spyware that the User may inadvertently have installed on his/her device.

## **Online Payment – MyGate Payment Gateway**

All online credit card payments are processed by PayFast. Card Holders may go to [www.payfast.co.za](http://www.payfast.co.za) to view Payfast security policies.

## **Refund and Return Policy**

The provision of goods and services is subject to availability. In cases of unavailability, the provider will refund the client in full within 30 days. Cancellation of orders by the client will attract a 10% charge for administration costs.

The Provider reserves the right to cancel an order for which payment has already been received. This may occur if stock is insufficient or the quality of goods ordered does not meet the Provider's standards. Should the Provider exercise this right, the User will receive a full refund with no deductions.

All cylinders ordered and delivered through the ROMA GAZ service will always have a plastic seal around the valve of the cylinder. This seal is your guarantee that the cylinder has passed a final check in our filling process and is the correct weight and in a safe working condition.

ROMA GAZ does not refund stock that was correctly invoiced and delivered. Should a cylinder have been ordered and subsequently discovered to be the wrong size ROMA GAZ will exchange the cylinders for the correct size as long as the original cylinder still has its plastic seal around the valve in-tact. The delivery charge for the exchange will be for the customer's account.

Please feel free to contact us personally in regards to your individual situation should you wish to discuss refunds or exchanges in more detail. Any complaints regarding the standard and quality of the product or products bought by consumers through the e-commerce facility should be directed to the Director MARK ANDREW , [mark@romafuel.co.za](mailto:mark@romafuel.co.za)

## **DELIVERY AND RISK**

All deposit cylinders and industrial rental cylinders, remain the property of their respective owners at ALL times and are NEVER sold. ROMA GAZ accepts no responsibility for any cylinders that do not belong to us. Any claims will be forwarded to the owners of the cylinder in question.

The gas refill (product) remains the property of ROMA GAZ until payment has been received in full.

ROMA GAZ reserves the right to refuse replacement of an industrial gas cylinder if a valid rental agreement for that cylinder cannot be produced at any time.

By signing our branded invoices, the customer confirms that the goods or services on the invoice duly represent the goods or services ordered by the customer at the price agreed to by the customer, and where delivery/ performance has already taken place, that the goods or services were inspected and that the customer is satisfied that these conform in all respects to the quality and quantity ordered AND are free from defects.

Any delivery note, or waybill (copy or original) signed by the customer or a third party engaged to transport goods held by ROMA GAZ shall be conclusive proof that delivery was made to the customer.

The risk of damage to, destruction or theft of goods shall pass to the customer on receipt of any order placed in terms of these this agreement.

Delivery, installation and performance times given are merely estimates and are not binding on ROMA GAZ. All goods taken on an evaluation or consignment basis by the customer are deemed sold if not returned within 30 days of issue in the original condition and packaging and with all accessories, manuals etc.

The customer shall return any defective portable goods to the premises of ROMA GAZ at the customer's own cost and packed in the original packaging of the goods and all risks for the duration of the repair remain with the customer.

ROMA GAZ does not accept any liability for accidental damages caused to property or persons by delivery crews, drivers or vehicles.

## **Updating of these Terms and Conditions**

Provider reserves the rights to change, modify, add 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.

## **Copyright and Intellectual Property Rights**

Provider provides certain information at the Website. Content currently or anticipated to be displayed at this Website is provided by Provider, its affiliates and/or subsidiary, or any other third party owners of such content, and includes but is not limited to Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematograph Films, Sound and Television Broadcasts, Program-Carrying Signals, Published Editions and Computer Programs (“the Content”). All such proprietary works, and the compilation of the proprietary works, are copyright the Provider, its affiliates or subsidiary, or any other third party owner of such rights (“the Owners”), and is protected by South African and international copyright laws. The Providers reserve the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any times and without notice. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and Conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

## **Limitation of liability**

The Website and all Content on the Website, including any current or future offer of products or services, are provided on an “as is” basis, and may include inaccuracies or typographical errors. The Owners make no warranty or representation as to the availability, accuracy or completeness of the Content. Neither Provider nor any holding company, affiliate or subsidiary of Provider, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, even if Provider is expressly advised thereof.

## **Privacy: casual surfing**

The User may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. Provider uses this information to determine use of the Website, and to improve Content thereon. Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

## **Choice of Law**

This Website is controlled, operated and administered by Provider from its offices within the Republic of South Africa. Access to the Website from territories or countries where the Content or purchase of the products sold on the Website is illegal is prohibited. The User may not use this Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Witwatersrand High Court in the event of any dispute. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between the Provider and the User with regard to the use of the Content and this Website.