



THE SOUTH AFRICAN SOCIETY FOR LABOUR LAW

TERMS AND CONDITIONS

Website Terms and Conditions of Use Relating to www.saslaw.org.za

These Terms and Conditions (“the Terms and Conditions”) govern your (“the User”) use of the SASLAW - **South African Society for Labour Law** (“Provider”) website located at the domain name **saslaw.org.za** (“the Website”) and associated domains. 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 or the partner to whom the content is copyright.

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.

E-Commerce and Privacy

The Website saslaw.org.za may sell 3rd services online and may provide access at its discretion to any data stored on its systems in the interest of the party providing the personal information. The use of any product or service acquired 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 confidential information required for executing our business processes is stored on a secure platform, namely the User’s personal information, contact, educational and work details and history. Delivery address and telephone numbers will be kept in the strictest confidence by the Provider and not sold or made known to anonymous third parties without initial consent acquired on sign-up. Only the necessary information, that is the delivery address and contact phone number will be made known to third parties delivering any products where courier services may be required or in order to promote the user in the realm of professional resources. 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.

The Provider will supply all goods to the delivery company in good order. The Provider will not be held liable for the condition of goods arriving at the User's chosen delivery address; physically or digitally.

The Protection of Personal Information Act of 2013 ("POPIA")

The Provider undertakes that its processing of personal information, including through its website, are compliant with POPIA and in line with its conditions for lawful processing.

Members, contractors, vendors, stakeholders, and the users (collectively referred to as the "Parties" under this section) agree that as part of the conclusion and performance of contract with the Provider, or on any other justified ground as recognised by POPIA, the Provider is entitled and justified to process personal information transmitted to the Provider in a way which is consistent with SASLAW's mandate.

Where the Parties provide the the transmission or processing of personal information from other data subjects, which includes personal information to or from the Republic of South Africa, the Parties acknowledge that they have a duty to comply with any relevant statutory provisions dealing with data privacy either in the Republic of South Africa or in any foreign country to which the Personal Information is transmitted. The Parties warrant that they have obtained the consent of any third party for the use and processing of that party's personal information in this way, or otherwise that such processing is lawful, and indemnifies the Provider from any claim brought by such third party as a result of its failure to do so.

The Provider will use reasonable endeavours in accordance with POPIA to ensure the safekeeping of any personal information or content which may be uploaded to SASLAW's servers from time to time, such as and without being limited to, photographs, websites, videos and e-mail messages (hereinafter collectively referred to as "your data"). However, the Provider does not provide any guarantees against data loss, and as such you agree to retain your own backups of your personal information and indemnify and hold harmless the Provider from any claims as a result of your personal information being lost for whatsoever reason.

The Provider shall immediately delete all of your personal information from the Provider servers upon termination of SASLAW's mandate or engagement, unless the retention of such information is in accordance with a legislative or legal requirement or based on some other justification for the retention of personal information. It is thus your responsibility to ensure that you have made local copies of all of your personal information prior to the termination of mandate or engagement. The Provider shall not retain backups of any kind once there is a termination.

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. Moreover, users consent, or otherwise acknowledge based on a lawful basis, to the collection of their personal information for purposes of processing as is justified on the grounds of SASLAW's mandate or engagement.

Where personal information is provided to a third party operator for purposes of lawful processing, it will be compliant with POPIA.

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 on the Website. Content currently or anticipated to be displayed at this Website address 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.

We respect the privacy of your information, documents and correspondence and will always use discretion in our remote dealings and note share your content and information. We may be required in certain instances to backup and therefore copy some of your information. Such instances will always be explained but are hereby expressed and therefore noted and accepted. Please note that in an instance where criminal activities are found to be conducted on the remote device, law requires us to report such content or activities to the appropriate authorities to conduct the necessary legal proceedings.

Cookies

A Cookie file is – according to Wikipedia - a small piece of data sent from a website and stored in a user's web browser while a user is browsing a website. When the user browses the same website in the future, the data stored in the cookie can be retrieved by the website to notify the website of the user's previous activity. Cookies were designed to be a reliable mechanism for websites to remember the state of the website or activity the user had taken in the past. This can include clicking particular buttons, logging in, or a record of which pages were visited by the user even months or years ago. More information on that topic can be find on Wikipedia.

Purposes of storage and gaining access to cookies:

Website personalisation (for example: saving font size, sight challenged version of website or template version)

Saving data or user's decisions (for example: no need to enter login and password on every website, remembering login during the next visit, keeping information on products added to cart)

Social websites integration (for example: displaying your friends, fans or post publishing on Facebook or Google+ directly from the website), adjusting adverts that are display on the website, creating website's statistics and flow statistics between different websites.

Due to vast number of technological solutions, it is not possible to publish clear guidelines how to set the conditions of storage and gaining access to cookies using settings of all available devices and software installed on them. However, in most cases, select "Tools" or "Settings" and there find the section that corresponds to the configuration settings for cookies or for the management of privacy. Detailed information is usually provided by the manufacturer of the device or browser in a manual or on their website.

To the extent applicable, cookies on this website will be compliant with POPIA.

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. **Any use of the Website is entirely at the own risk of the user.** 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, **or any utilization of the products or services listed or provided thereon**, even if Provider is expressly advised thereof. **The Provider does not provide any professional or legal advice to any user of the Website, and any use of the Website cannot in any manner be construed or regarded as providing such advice.**

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 regarding the use of the Content and this Website.

Customer Privacy policy

As set out above, the Provider shall take all reasonable steps to protect the personal information of users/Parties (as referenced in the POPIA section). For the purpose of this clause, "personal information" shall be defined as detailed in the Protection of Personal Information Act of 2013 (POPIA).

Customer details separate from card details

Customer details will be stored by SASLAW separately from card details which are entered by the client on the payment processors secure site.

Merchant Outlet country and transaction currency

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

Variation

SASLAW may, in its sole discretion, change this agreement or any part thereof at any time without notice.

Country of domicile

This website is governed by the laws of South Africa and SASLAW chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, **PO BOX 4858, Cresta, 2118**.

Company and administrative information

The SASLAW PRO BONO PROJECT is a Non-Profit Company based in South Africa with registration number 2013/192122/08 and Directors as stipulated with the Companies and Intellectual Property Commission and changed from time-to-time on the relevant public page on the SASLAW website.

The SASLAW PRO BONO PROJECT is administrated by General Manager Clare Fincham with contact details below. Each regional chapter is administrated by an assigned "Chapter Admin" which may change from time-to-time with contact information available publicly on each regional chapter page.

SASLAW contact details:

Name of NPO :	SOUTH AFRICAN SOCIETY FOR LABOUR LAW (SASLAW)
NPO No.:	047-618
Postal address:	PO BOX 4858, Cresta, 2118
Telephone:	074 457 5840 / 082 364 5976
Website:	https://www.saslaw.org.za/
Email:	accounts@saslaw.org.za
SASLAW National President:	Anastasia Vatalidis
	Telephone: 011-535-8000
	Fax: 011-535-8600
	Email: avatalidis@werksmans.com
SASLAW National Vice President:	Venolan Naidoo
	Telephone: 011 586 6085
	Fax: 011 586 6185
	Email: vnaidoo@fasken.com
SASLAW Administrator:	Fatima Rustin
	Telephone: 021 704 0561
	Fax: 086 590 0675
	Email: westerncape@saslaw.org.za