

DISCLAIMER

Terms and conditions for the use of this website

These terms and conditions are binding and enforceable against all persons that access the Garden Route District Municipality website or any part thereof of the Garden Route District Municipality web in terms of section 11 of the Electronic Communications and Transactions (ECT) Act 25 of 2002.

Should you not agree to these terms and conditions, kindly leave the Garden Route District Municipality website now, as further use will automatically bind you to these terms and conditions.

Definitions and interpretation

- a. "Garden Route District Municipality website" means the Garden Route District Municipality website located at www.gardenroute.gov.za and includes any page, part or element thereof;
- b. "User" means any person who enters or uses Garden Route District Municipality website, notwithstanding the fact that such a person only visits the home page of Garden Route District Municipality website;
- c. References herein to the singular includes the plural and vice versa; and
- d. Notwithstanding the fact that hyperlinks in these terms and conditions to copyright notices and legislation should be deemed part of these terms and conditions in terms of section 11 of the ECT Act, the fact that some or all of the hyperlinks may be non-operational, shall not play a role in determination of the validity and interpretation of these terms and conditions.

1. General: Allowed use and license

1.1 Garden Route District Municipality licenses the User to view, download and print the content of Garden Route District Municipality website, provided that such content be used for private, personal, educational and/or non-commercial purposes only.

1.2 Content from Garden Route District Municipality website shall not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of Garden Route District Municipality.

1.3 Users may not access, browse and use Garden Route District Municipality website for illegal purposes.

1.4 The caching of Garden Route District Municipality website shall only be allowed if:

1.4.1 The purpose of the caching is to make the onward transmission of the content from Garden Route District Municipality website more efficient;

1.4.2 The cached content is not modified in any manner whatsoever;

1.4.3 The cached content is updated at least every 12 (twelve) hours; and

1.4.4 The cached content is removed or updated when so required by Garden Route District Municipality.

1.5 If any User uses content from Garden Route District Municipality website in breach of the provisions detailed herein:

1.5.1 Garden Route District Municipality reserves the right to claim damages from the User;

1.5.2 Garden Route District Municipality reserves the right to institute criminal proceedings against the User; and

1.5.3 Garden Route District Municipality shall not be liable, in any manner whatsoever for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.

1.6 Hyperlinks to Garden Route District Municipality website from any other source shall be directed at the home page of Garden Route District Municipality website.

1.7 Garden Route District Municipality shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content from Garden Route District Municipality website, if such content was accessed through a hyperlink not directed at the home page of Garden Route District Municipality website. Persons that wish to link to content beyond the home page of Garden Route District Municipality website shall do so at their own risk and indemnify Garden Route District Municipality against any loss, liability or damage that may result from the use of content from Garden Route District Municipality website, if such content was accessed through a hyperlink not directed at the home page of Garden Route District Municipality website. Garden Route District Municipality's nonliability for deep linking is based on the fact that deep links bypass these terms and conditions.

1.8 Users may quote small and reasonable amounts of content available from Garden Route District Municipality website only if such quote is placed in inverted commas and acknowledged.

1.9 No person may frame Garden Route District Municipality website, in any manner whatsoever, without the prior written consent of Garden Route District Municipality.

1.10 Apart from bona-fide search engine operators and use of the search facility provided on Garden Route District Municipality website by Users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search, collect or copy content from Garden Route District Municipality website for any purposes, numbers without the prior written consent of Garden Route District Municipality. E-mail addresses, names, telephone numbers and fax published on Garden Route District Municipality website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on Garden Route District Municipality website may be used to communicate unsolicited communications to Garden Route District Municipality and all rights detailed in section 45 of the ECT Act is reserved.

1.11 All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by Garden Route District Municipality at any time without prior notice or giving reasons therefore.

3. Intellectual property rights All intellectual property on Garden Route District Municipality website, including but not limited to content, trademarks, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are the property of or licensed to Garden Route District Municipality and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 2, all other rights to intellectual property on Garden Route District Municipality website are expressly reserved.

4. Software and equipment It is the responsibility of the User to acquire and maintain, at his/her own expense, the necessary computer hardware, software, communication lines and Internet access accounts required to access the Internet and Garden Route District Municipality website and/or download content from Garden Route District Municipality website.

5. Disclosures required by section 43 of the ECT Act Access to the services, content, software and downloads available from Garden Route District Municipality website may be classified as "electronic

transactions" as defined in terms of the ECT Act and therefore Users have the rights detailed in Chapter 7 of the ECT Act and Garden Route District Municipality has, amongst others, the duty to disclose the following information:

- 5.1 The full name and legal status of the website owner: Garden Route District Municipality;
- 5.2 Street address: 54 York Street, George, South Africa;
- 5.3 Postal address: PO Box 12, George, 6530, South Africa;
- 5.4 Physical address for receipt of legal service: 54 York Street, George, South Africa;
- 5.5 Main business: Garden Route District Municipality's
- 5.6 The website address of Garden Route District Municipality website is:
www.gardenroute.gov.za;
- 5.7 The official e-mail address of Garden Route District Municipality website are:
info@gardenroute.gov.za;
- 5.8 Membership of self-regulatory or accreditation bodies: [Available on demand];
- 5.9 Codes of conduct to which Garden Route District Municipality subscribes: [Available on demand];
- 5.10 The Manual published regarding section 51 of the Promotion of Access to Information Act 2 of 2000 of the owner of Garden Route District Municipality website may be downloaded from: www.gardenroute.gov.za;
- 5.11 Management: see www.gardenroute.gov.za;
- 5.12 The costs associated with the access and use of Garden Route District Municipality website are as follows: Free.
- 5.13 Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding:
 - 5.13.1 access to Garden Route District Municipality website;
 - 5.13.2 the inability to access Garden Route District Municipality website;
 - 5.13.3 the services and content available from Garden Route District Municipality website; or
 - 5.13.4 these terms and conditions, shall be referred to arbitration regarding the expedited rules of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted regarding the South African law in Johannesburg in English. The arbitration ruling shall be final, and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client. The expedited rules of the Arbitration Foundation of South Africa may be downloaded from the following website:
www.arbitration.co.za;
- 5.14 Cooling-off period: Regarding the operation of section 42(1)(d) of the ECT Act, the cooling-off provisions of the ECT Act do not apply to this website;
- 5.15 Users may lodge complaints concerning Garden Route District Municipality website with Garden Route District Municipality at Web Contact

6. Changes to website

Changes and amendments Garden Route District Municipality reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:

6.1 change these terms and conditions;

6.2 change the content and/or services available from Garden Route District Municipality website; 6.3 discontinue any aspect of Garden Route District Municipality website or service(s) available from Garden Route District Municipality website; and/or;

6.4 change the software and hardware required to access and use Garden Route District Municipality website.

7. Privacy

7.1 Garden Route District Municipality shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: www.polity.org.za/html/govdocs/legislation/2000/act2.pdf

7.2 Garden Route District Municipality may electronically collect, store and use the following personal information of Users:

7.2.1 name and surname;

7.2.2 contact numbers;

7.2.3 non-personal browsing habits and click patterns;

7.2.4 e-mail address;

7.2.5 IP address; and/or

7.2.6 User selected username and password.

7.3 Garden Route District Municipality collects, stores and uses the abovementioned information for the following purposes:

7.3.1 To Communicate requested information to the User;

7.3.2 To Provide the User with access to restricted pages on this website; and

7.3.3 To compile non-personal statistical information about browsing habits, click-patterns and access to Garden Route District Municipality website.

7.4 Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings.

7.5 Garden Route District Municipality may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:

7.5.1 Garden Route District Municipality shall not disclose personal information from Users unless the User consents thereto;

7.5.2 Garden Route District Municipality shall disclose information without the User's consent only through due legal process; and

7.5.3 Garden Route District Municipality may compile, use and share any information that does not relate to any specific individual.

7.6 Garden Route District Municipality owns and retains all rights to non-personal statistical information collected and compiled by Garden Route District Municipality.

8. Hyperlinks to third party sites

8.1 Garden Route District Municipality may provide hyperlinks to websites not controlled by Garden Route District Municipality (target sites), and such links do not imply any endorsement, agreement on or support for the content of such target sites.

8.2 Garden Route District Municipality does not editorially control the content on such target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access or content available on or through such target sites.

9. Security

9.1 Garden Route District Municipality shall take all reasonable steps to secure the content of Garden Route District Municipality website and the information provided by and collected from Users from unauthorised access and/or disclosure. However, Garden Route District Municipality does not make any warranties or representations that content shall be 100% safe and secure.

9.2 Garden Route District Municipality is under no legal duty to encrypt any content or communications from and to Garden Route District Municipality website and is also under no legal duty to provide digital authentication of any page on Garden Route District Municipality website.

9.3 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to Garden Route District Municipality website or the server and computer network that support Garden Route District Municipality website.

9.4 Notwithstanding criminal prosecution, any person who delivers any damaging code to Garden Route District Municipality website, whether on purpose or negligently, shall, without any limitation, indemnify and hold Garden Route District Municipality harmless against any and all liability, damages and losses Garden Route District Municipality and its partners / affiliates may suffer as a result of such damaging code.

9.5 Users may not develop, distribute or use any device to breach or overcome the security measures of the Product and Garden Route District Municipality reserves the right to claim damages any and all persons concerned with a security failure or breach.

9.6 Any User who commits any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Garden Route District Municipality and its partners/affiliates.

10. Disclaimer and limitation of liability

10.1 Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, Garden Route District Municipality (including its owners, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:

10.1.1 access to Garden Route District Municipality website;

10.1.2 access to websites linked to Garden Route District Municipality website; 10.1.3 inability to access Garden Route District Municipality website;

10.1.4 inability to access websites linked to Garden Route District Municipality website;

10.1.5 content available on Garden Route District Municipality website;

10.1.6 services available from Garden Route District Municipality website;

10.1.7 downloads and use of content from Garden Route District Municipality website; and/or

10.1.8 any other reason not directly related to Garden Route District Municipality's gross negligence.

10.2 Garden Route District Municipality website is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy himself or herself, prior to entering into this agreement with Garden Route District Municipality, that the content available from and through Garden Route District Municipality website meet the User's individual requirements and is compatible with the User's computer hardware and/or software.

10.3 Information, ideas and opinions expressed on Garden Route District Municipality website should not be regarded as professional advice or the official opinion of Garden Route District Municipality and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on Garden Route District Municipality website.

10.4 Garden Route District Municipality does not make any warranties or representation that content and services available from Garden Route District Municipality website will in all cases be true, correct or free from any errors. Garden Route District Municipality shall take all reasonable steps to ensure the quality and accuracy of content available from Garden Route District Municipality website.

10.5 Garden Route District Municipality does not make any warranties or representations that Garden Route District Municipality website shall be available at all times. Users acknowledge that Garden Route District Municipality website may be unavailable due to updates or other causes beyond the reasonable control of Garden Route District Municipality, including, but not limited to virus infection, unauthorised access (hacking), power failure or other "acts of God".

11. Removal and correction of content Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from Garden Route District Municipality website to Garden Route District Municipality and Garden Route District Municipality undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

12. Interception of communications

12.1 Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User agrees to Garden Route District Municipality's right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the User to the Garden Route District Municipality website, its staff and employees.

12.2 The User agrees and acknowledges that the consent provided by the User in clause

12.1 satisfies the "writing" requirement as detailed in the ECT Act and the RIC Act.

13. Entire Agreement and Severability

13.1 These terms and conditions constitute the entire agreement between Garden Route District Municipality and the User and shall take precedence over any disclaimers and/or legal notices attached to any communications and/or postings received by Garden Route District Municipality from the User.

13.2 Any failure by Garden Route District Municipality to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.

13.3 In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

14. Agreement in terms of Section 21 of the ECT Act The User and Garden Route District Municipality agree that:

14.1 the User shall be bound to these term and conditions and such agreement is concluded in Johannesburg (South Africa) at the time the User enters Garden Route District Municipality website for the first time;

14.2 data messages (as defined in the ECT Act) addressed by the User to Garden Route District Municipality shall only be deemed to have been received if and when responded to;

14.3 data messages (as defined in the ECT Act) addressed to the User by Garden Route District Municipality shall be deemed to be received by the User as detailed in section 23(b) of the ECT Act;

14.4 data messages (as defined in the ECT Act) addressed by the User to Garden Route District Municipality shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa;

14.5 electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and Garden Route District Municipality; and

14.6 the User agrees and warrants that data messages that are sent to Garden Route District Municipality from a computer, IP address or mobile device normally used by or owned by the User, was sent and/or authorised by the User personally.

15. Applicable and governing law Garden Route District Municipality website is hosted, controlled and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use or inability to use Garden Route District Municipality website, its content, services and these terms and conditions.

16. Legal costs Garden Route District Municipality shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.