



---

# WEBSITE TERMS AND CONDITIONS

IN TERMS OF SECTION 11 OF THE [ELECTRONIC COMMUNICATIONS AND TRANSACTIONS \(ECT\) ACT 25 OF 2002](#) AND THE COMMON LAW OF CONTRACT, THESE TERMS AND CONDITIONS ARE VALID, BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE JEFFARES & GREEN WEBSITE, WEB PAGES OR ANY PART THEREOF.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS YOU MUST LEAVE THE JEFFARES & GREEN WEBSITE WITHOUT DELAY, AS FURTHER USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS.

## DEFINITIONS AND INTERPRETATION

- a) “the Jeffares & Green website” means the website, owned and operated by Jeffares & Green available at <http://www.jgi.co.za/>, including any page, part or element thereof;
- b) “Jeffares & Green” means Jeffares & Green (Pty) Ltd, reg. no. 1977/000524/07 of Jeffares & Green House, 37 Sunninghill Office Park, Peltier Rd, Sunninghill, 2157;
- c) “User” means any person who enters or uses the Jeffares & Green website, notwithstanding the fact that such a person only visits the home page of the Jeffares & Green website;
- d) References herein to the singular includes the plural and vice versa; and
- e) Hyperlinks herein to legal documents should be deemed part of these terms and conditions in terms of section 11(3) of the [ECT Act](#). The fact that some or all of the hyperlinks may, from time to time, be non-operational, shall not affect the validity and interpretation of these terms and conditions.

## 1. GENERAL

---

Jeffares & Green has offices throughout Southern Africa and focuses on consulting services in all fields of civil and structural engineering. The group includes several specialist companies concentrating on geotechnical and environmental services, pavement technology, traffic and transportation, water management and social development respectively. Jeffares and Green has been increasingly involved in turnkey projects in Africa where it has been part of the financing structure and has assumed the role of managing contractor.

## 2. ALLOWED USE AND LICENSE

---

- 2.1 Jeffares & Green licenses the User to view, download and print the content of the Jeffares & Green website, provided that such content is used for private, personal,



- educational and/or non-commercial purposes only.
- 2.2 Content from the Jeffares & Green website may not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of Jeffares & Green.
- 2.3 Users may only access, browse and use the Jeffares & Green website for legitimate personal or commercial purposes and may not use the Jeffares & Green website or any Jeffares & Green services and/or products for:
- 2.3.1 Harmful purposes;
  - 2.3.2 Illegal purposes;
  - 2.3.3 Disclosing, sharing or publishing material that may be offensive, defamatory, regulated, prohibited, infringing or damaging to any person; and/or
  - 2.3.4 The creation, storage and sending of unsolicited commercial communications.
- 2.4 The caching of the Jeffares & Green website shall only be allowed if:
- 2.4.1 The purpose of the caching is to make the onward transmission of the content from the Jeffares & Green website more efficient;
  - 2.4.2 The cached content is not modified in any manner whatsoever;
  - 2.4.3 The cached content is updated at least every 12 (twelve) hours; and
  - 2.4.4 The cached content is removed or updated when so required by Jeffares & Green.
- 2.5 If any User uses content from the Jeffares & Green website in breach of the provisions detailed herein:
- 2.5.1 Jeffares & Green reserves the right to claim damages from the User;
  - 2.5.2 Jeffares & Green reserves the right to institute criminal proceedings against the User; and
  - 2.5.3 Jeffares & Green 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.
- 2.6 Hyperlinks to the Jeffares & Green website from any other source shall be directed at the home page of the Jeffares & Green website. Links beyond the Jeffares & Green home page may only be used with Jeffares & Green's prior written consent.
- 2.7 Jeffares & Green shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content, products or services available from the Jeffares & Green website, if such content, products or services was



accessed through a hyperlink not directed at the home page of the Jeffares & Green website. Persons that wish to link to pages beyond the home page of the Jeffares & Green website without Jeffares & Green's prior written consent shall do so at their own risk and indemnify Jeffares & Green against any loss, liability or damage that may result from the use of such hyperlinks. Jeffares & Green's non-liability for deep linking is based on the fact that deep links bypass these terms and conditions.

- 2.8 Users may quote small and reasonable amounts of content available from the Jeffares & Green website and only if such a quote is placed in inverted commas and acknowledged.
- 2.9 No person may, without the prior written consent of the Jeffares & Green, frame the Jeffares & Green website in any manner whatsoever.
- 2.10 Apart from bona-fide search engine operators and use of the search facility provided on the Jeffares & Green website by Users, no person may use or attempt to use any technology or applications (including web crawlers, robots or web spiders) to search, collect or copy content from the Jeffares & Green website for any purpose whatsoever, without the prior written consent of the Jeffares & Green.
- 2.11 E-mail addresses, names, telephone numbers and fax numbers published on the Jeffares & Green 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 the Jeffares & Green website may be used to communicate unsolicited communications to Jeffares & Green and all rights detailed in 45 of the [ECT Act](#) are reserved.
- 2.12 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 Jeffares & Green at any time without prior notice or reasons.

### **3. INTELLECTUAL PROPERTY RIGHTS**

---

- 3.1 All intellectual property on the Jeffares & Green website, including but not limited to content, trademarks (or any confusingly similar trademarks), logos, pictures, video, downloads, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are the property of or licensed to Jeffares & Green 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 the Jeffares & Green website are expressly reserved.
- 3.2 No person may use logos, icons or trade marks from the Jeffares & Green website as hyperlinks or other purposes without Jeffares & Green's prior written consent.



#### 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 the Jeffares & Green website and/or download content from the Jeffares & Green website.

#### 5. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT

---

*These terms and conditions as well as product and / or service specific terms and conditions govern the sale of goods and / or the provision of services from or through the Jeffares & Green website.*

Access to the services, content, software and downloads available from the Jeffares & Green 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 Jeffares & Green has, amongst others, the duty to disclose the following information:

- 5.1 **The full name and legal status of the website owner:** Jeffares & Green (Pty) Ltd, reg. no. 1977/000524/07 of Jeffares & Green House, 37 Sunninghill Office Park, Peltier Rd, Sunninghill, 2157;
- 5.2 **Members:** S N Makhetha, M V Makhetha, C J Robinson, G Poswell, C J Meintjes, J D Sampson, D C Johnson (British), B S Marquis (British), P A Olivier, G J-P Thom, H H Tiganis, J A Coetzee, VGN Mkaza, A T Mokoatsi, C Scott, J C Norris and A Diemont;
- 5.3 **Street address:** Jeffares & Green House, 37 Sunninghill Office Park, Peltier Rd, Sunninghill, 2157;
- 5.4 **Postal address:** P.O. Box 1109, Sunninghill, 2157;
- 5.5 **Physical address for receipt of legal service:** Jeffares & Green House, 37 Sunninghill Office Park, Peltier Rd, Sunninghill, 2157;
- 5.6 **Telephone number:** (011) 807-0660;
- 5.7 **Fax number:** (011) 807-7006;
- 5.8 **Main business:** Jeffares & Green has offices throughout Southern Africa and focuses on consulting services in all fields of civil and structural engineering. The group includes several specialist companies concentrating on geotechnical and environmental services, pavement technology, traffic and transportation, water management and social development respectively. Jeffares and Green has been increasingly involved in turnkey projects in Africa where it has been part of the financing structure and has assumed the role of managing contractor.
- 5.9 **The website address of the Jeffares & Green website is:** <http://www.jgi.co.za>
- 5.10 **The official e-mail address of the Jeffares & Green website is:** [mail@jgi.co.za](mailto:mail@jgi.co.za)



- 5.11 **Information manual published at:** <http://www.jgi.co.za/aiajgi.htm>;
- 5.12 **Alternative dispute resolution:** Subject to urgent and/or interim relief, all disputes regarding:
- 5.12.1 access to the Jeffares & Green website;
  - 5.12.2 the inability to access the Jeffares & Green website;
  - 5.12.3 the services and content available from the Jeffares & Green website;  
or
  - 5.12.4 these terms and conditions,
- shall be referred to arbitration in terms of the [expedited rules of the Arbitration Foundation of South Africa](#) and such arbitration proceedings shall be conducted 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: <http://www.arbitration.co.za>;
- 5.13 **Cooling-off period:** Users may return goods or services within 7 (seven) days as detailed in section 44 of the [ECT Act](#) and only if such goods or services are not detailed in section 42(2) of the [ECT Act](#); and
- 5.14 **Users may lodge complaints** concerning the Jeffares & Green website with Jeffares & Green at: [webmaster@jgi.co.za](mailto:webmaster@jgi.co.za).

## 6. CHANGES AND AMENDMENTS

---

Jeffares & Green 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 the Jeffares & Green website;
- 6.3 discontinue any aspect of the Jeffares & Green website or service(s) available from the Jeffares & Green website; and/or
- 6.4 change the software and hardware required to access and use the Jeffares & Green website.

## 7. PRIVACY

---

- 7.1 Jeffares & Green 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).



- 7.2 Jeffares & Green may electronically collect, store and use the following personal information of Users:
- 7.2.1 name and surname;
  - 7.2.2 area code;
  - 7.2.3 street address;
  - 7.2.4 postal address;
  - 7.2.5 title;
  - 7.2.6 contact numbers;
  - 7.2.7 non-personal browsing habits and click patterns;
  - 7.2.8 e-mail address; and / or
  - 7.2.9 IP address.
- 7.3 Jeffares & Green collects, stores and uses the abovementioned information for the following purposes:
- 7.3.1 Communicate requested information to the User;
  - 7.3.2 Provide services to the User as requested by the User;
  - 7.3.3 Authenticate the User;
  - 7.3.4 Provide the User with access to restricted pages on this website; and
  - 7.3.5 Compile non-personal statistical information about browsing habits, click-patterns and access to the Jeffares & Green 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 Jeffares & Green may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:
- 7.5.1 Jeffares & Green shall not disclose personal information from Users unless the User consents thereto;
  - 7.5.2 Jeffares & Green shall disclose personal information without the User's consent only through due legal process; and
  - 7.5.3 Jeffares & Green may compile, use and share any information that does not relate to any specific individual.



- 7.6 Jeffares & Green owns and retains all rights to non-personal statistical information collected and compiled by the Jeffares & Green.

## **8. HYPERLINKS TO THIRD PARTY SITES**

---

- 8.1 Jeffares & Green may provide hyperlinks to websites not controlled by Jeffares & Green (“target sites”) and such hyperlinks do not imply any endorsement, agreement on or support of the content, products and/or services of such target sites.
- 8.2 Jeffares & Green does not editorially control the content, products and/or services on target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access, use, inability to use or content available on or through target sites.

## **9. SECURITY**

---

- 9.1 Jeffares & Green shall take all reasonable steps to secure the content of the Jeffares & Green website and the information provided by and collected from Users from unauthorised access and/or disclosure. However, Jeffares & Green does not make any warranties or representations that content shall be 100% safe or secure.
- 9.2 Subject to the provisions of sections 43(5) and 43(6) of the [ECT Act](#), if applicable, Jeffares & Green is under no legal duty to encrypt any content or communications from and to Users and is also under no legal duty to provide digital authentication of any pages on the Jeffares & Green website.
- 9.3 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, robots or spy ware, to the Jeffares & Green website or the server and computer network that support the Jeffares & Green website.
- 9.4 Notwithstanding criminal prosecution, any person who delivers or attempts to deliver any damaging code to the Jeffares & Green website, whether on purpose or negligently, shall, without any limitation, indemnify and hold Jeffares & Green harmless against any and all liabilities, damages, risks and losses that Jeffares & Green and its partners / affiliates may suffer as a result of such delivery, attempt or damaging code.
- 9.5 Users may not develop, distribute or use any device or programme designed to breach or overcome the security measures of the restricted pages, products and services on the Jeffares & Green website and Jeffares & Green reserves the right to claim damages from any and all persons involved, directly and indirectly, in the development, use and distribution of such devices or programmes.
- 9.6 Users who commit any of the offences detailed in sections 85 to 88 of the [ECT Act](#) shall, notwithstanding criminal prosecution, be liable for all resulting liabilities, losses, destruction or damages suffered and/or incurred by Jeffares & Green and its partners / affiliates due to or related to these illegal actions.



## 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, Jeffares & Green (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 the Jeffares & Green website;
  - 10.1.2 access to websites linked to the Jeffares & Green website;
  - 10.1.3 inability to access the Jeffares & Green website;
  - 10.1.4 inability to access websites linked to the Jeffares & Green website;
  - 10.1.5 content available on the Jeffares & Green website;
  - 10.1.6 services available from the Jeffares & Green website;
  - 10.1.7 products available from the Jeffares & Green website;
  - 10.1.8 downloads and use of content from the Jeffares & Green website; and/or
  - 10.1.9 any other reason not directly related to Jeffares & Green's gross negligence.
- 10.2 The Jeffares & Green 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 the Jeffares & Green, that the content available from and through the Jeffares & Green 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 the Jeffares & Green website should not be regarded as professional advice or the official opinion of Jeffares & Green and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the Jeffares & Green website.
- 10.4 Jeffares & Green does not make any warranties or representation that content and services available from the Jeffares & Green website shall in all cases be true, correct or free from any errors. Jeffares & Green shall take all reasonable steps to ensure the quality and accuracy of content available from the Jeffares & Green website.



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

## **11. COMMENTS**

---

Jeffares & Green does not edit or scan comments posted by the User or e-mails from the User to Jeffares & Green or the Jeffares & Green website and shall not be liable for any defamatory, illegal, infringing, hateful, pornographic or harmful postings.

## **12. REMOVAL AND CORRECTION OF CONTENT**

---

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the Jeffares & Green website to Jeffares & Green and Jeffares & Green 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.

## **13. INTERCEPTION OF COMMUNICATIONS**

---

- 13.1 Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User agrees to the Jeffares & Green’s right to intercept, block, filter, read, delete, disclose and use all communications (including all “data messages” as defined in the [ECT Act](#)) send or posted by the User to the Jeffares & Green website, its staff and employees. The RIC Act may be downloaded from: <http://www.info.gov.za/acts/2002/a70-02/>.
- 13.2 The User agrees and acknowledges that the consent provided by the User in clause 13.1 satisfies the “writing” requirement as detailed in the [ECT Act](#) and the RIC Act.

## **14. ENTIRE AGREEMENT AND SEVERABILITY**

---

- 14.1 These terms and conditions constitute the entire agreement between Jeffares & Green and the User and shall take precedent over any disclaimers and/or legal notices attached to any communications and/or postings received by Jeffares & Green from the User.
- 14.2 Any failure by Jeffares & Green to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.



- 14.3 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.

## **15. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT**

---

The User and Jeffares & Green agree that:

- 15.1 the User shall be bound to these term and conditions and such agreement is concluded in Pretoria (South Africa) at the time the User enters the Jeffares & Green website for the first time;
- 15.2 data messages (as defined in the [ECT Act](#)) addressed by the User to Jeffares & Green shall only be deemed to have been received if and when responded to;
- 15.3 data messages (as defined in the [ECT Act](#)) addressed to the User by Jeffares & Green shall be deemed to be received by the User as detailed in section 23(b) of the [ECT Act](#);
- 15.4 data messages (as defined in the [ECT Act](#)) addressed by the User to Jeffares & Green shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa;
- 15.5 electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and the Jeffares & Green; and
- 15.6 the User agrees and warrants that data messages that are sent to Jeffares & Green 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.

## **16. APPLICABLE AND GOVERNING LAW**

---

The Jeffares & Green website is hosted, controlled and operated from the Republic of South Africa and therefore, subject to clause 5.12, the South African law enforced by the South African courts governs the use or inability to use the Jeffares & Green website, its content, services, products and these terms and conditions.

## **17. LEGAL COSTS**

---

Jeffares & Green shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.



