



WEBSITE TERMS AND CONDITIONS

Access and use of the van Gaalen Attorneys web site ("the website") is subject to the terms and conditions as set out below and constitutes a binding agreement when you access the website. It is important that you

NOTE: To assist you in the navigation of the Terms and Conditions it has been divided into a number of sections. To access each section please click on the links below.

1. Who are we:

Firm : van Gaalen Attorneys / Prokureurs

Partners : Gerrit van Gaalen and Johan van Gaalen

Physical Address : 113 Beyers Naude Drive, Northcliff, 2195 (also the address where we will receive service of legal documents)

Tel : +27 (0) 11 782 9511

Fax : +27 (0) 0866318898

Email : info@vangaalenlaw.co.za (for purposes of obtaining information or submitting comments)

Website address : www.vangaalenlaw.co.za

Type of Business : Law Firm, specializing in Information, Communication and Technology Law, Labour Law and Sports Law. For more information kindly refer to our Promotion of Access to Information Manual – [click here](#)

Membership : [Law Society of the Northern Province](#) – [click here](#) for contact details or phone tel : (012) 338-5800

Alternative Dispute resolution:

- **Attorney – client dispute** : We are regulated by the Law Society of Northern Province. If for any reason we are unable to resolve a problem between us and a client, our client may utilise the complaints and redress scheme operated by the Law Society (see contact details above);
- **Website (content, use or inability to use, or services related to the website) dispute** -

2. Definitions

“ECT Act” means the [Electronic Communications and Transactions Act 25 of 2002](#)

“Intellectual Property (“IP”)” means, but not limited to, patent, trademark, domain name, logos, trade name, software, content (copyright), icons, graphics, hyperlinks;

“content” means, but not limited to text, graphics, links and other similar material on the website;

“website” means the van Gaalen Attorneys website with website address : www.vangaalenlaw.co.za

“you” shall mean an user of this website.

3. License to use

3.1 The purpose of the internet is to share and promote creatively. This website is there for you to, subject to the License below, use, copy and share with other 3rd parties, therefore you are hereby provided a non-exclusive, non-transferable license to -

3.1.1 use, copy, download, print, distribute, display the *content* available from the website;

3.1.2 use the *content* available from the website for personal, educational and non-commercial purposes only;

3.2 License conditions:

3.2.1 For any re-use or distribution of the *content*, you must make clear to others the terms and conditions applicable to the content available from the website;

3.2.2 You are not allowed to reverse engineer, decompile or modify the website content or any part thereof;

3.2.3 You may not sublicense any of the IP available from the website. You must keep intact all notices that refer to this License and to the Limitation of Liability hereunder;

3.2.4 The copying of any article is only permitted if it is copied in full with no amendment or editing. Translation is permitted on the basis that you take full responsibility for the accuracy of the translation and provide full recognition to the source of the article;

3.2.5 In all of the aforesaid Licensed Rights, van Gaalen Attorneys must be acknowledged as the source of the material and the van Gaalen Attorneys' contact details must be reflected accordingly;

3.2.6 Any of these conditions can be waived if you get permission from the copyright holder (see par. 4.2 below);

3.2.7 We and our suppliers own the *software that runs this website*. Save to the extent expressly permitted by applicable laws, you must not copy, modify, download, distribute or de-compile the software without our consent.

3.3 No framing or deep linking is allowed;

3.4 No technology / applications / software such as spiders, robots, or web crawlers are allowed to search and / or copy certain quantities of content from the website, unless the necessary authorization has been provided or the aforesaid technology / applications / software are used by legitimate and authorized entities, e.g. Search engines;

3.5 Your fair use and other rights are in no way affected by the above;

4. Intellectual Property & license

4.1 Copyright © 2005, van Gaalen Attorneys - All rights reserved. All Intellectual Property available on the website is the property of - or license to van Gaalen Attorneys and may not be utilized outside the licensed terms as set out under paragraph 3 above;

4.2 Van Gaalen Attorneys would be pleased to consider requests for permission to disseminate or use van Gaalen Attorneys material outside the scope of the licence terms set out under paragraph 3 above provided that our written approval is obtained in advance. To obtain approval please contact us at: info@vangaalenlaw.co.za or on +27 (0)11 782 9511.

5. Services Online

5.1 The e-Attorney services and access to the secure client facility are only available to existing clients of van Gaalen Attorneys, that have agreed to the necessary License Agreement;

5.2 The e-Attorney services are for free and not obligatory;

6. Hyperlinks to and from

6.1 This Web site may contain links to other web sites operated by third parties. Van Gaalen Attorneys do not endorse, or approve of the operators and / or owners of Third Party Web Sites, or the information, graphics and material on those Third Party Web Sites.

6.2 Van Gaalen Attorneys make no warranties or representations:

6.2.1 regarding the quality, accuracy, reliability, legality, merchantability or fitness for purpose of Third Party Web site content or products or services available through Third Party Web Sites; or

6.2.2 that Third Party Web Site content does not infringe the intellectual property rights of any person. Van Gaalen Attorney are not authorising or endorsing or otherwise condoning the reproduction of Third Party Web Site content by linking to it.

6.3 Van Gaalen Attorneys expressly disclaims acting in any respect on behalf of Third Party Web Site operators and / or owners. Please note that third party sites may be subject to their own terms of use and privacy policies different from those of this site.

6.4 Hyperlinks to the van Gaalen Attorneys Web Site will be allowed, subject to the following conditions:

6.4.1 Submit request to hyperlink by completing and submitting the following form to van Gaalen Attorneys - [HYPERLINK REQUEST](#);

[On acceptance of your request you will receive a Linking Agreement to be signed and submitted to van Gaalen Attorneys. On receipt of this agreement we will forward you the necessary hyperlinks, logo(s), slogans etc.]

6.4.2 All hyperlinks to link to the van Gaalen Attorneys Web Site must link to the Homepage;

6.4.3 van Gaalen Attorneys can not be held liable for any damages, expenses or loss of profits as a result of actions or non actions resulted from the utilization of the van Gaalen Attorneys Web Site and its contents.

7. Software Downloads

Software downloads available via links from this Web Site are third party products. These products may be subject to a license agreement between you and the relevant product owner. Van Gaalen Attorneys accept no liability of whatsoever nature in respect of such third party products and provide no warranty and give no endorsement in respect of such products or any party connected to them.

8. Privacy Statement

8.1 *Personal Information*

- 8.1.1 We value your [personal information](#) and intend to give you as much control as possible over your personal information. In general, you can visit our Web site without telling us who you are or revealing any information about yourself.
- 8.1.2 There are times, however, when we may need information from you, such as your name and e-mail address, to correspond with you or provide you with advice or a subscription to for example our newsletter. If you choose to give us personal information via the Internet, it is our intent to let you know:
 - 8.1.2.1 Why we need such information;
 - 8.1.2.2 How we will use such information;
 - 8.1.2.3 What you can do to request us to hand back such information and no longer use same
- 8.1.3 If you tell us that you do not wish to have this information used as a basis for further contact with you, we will respect your wishes and remove your details from our database;
- 8.1.4 We will not, and are not allowed to, share your personal information or any other privileged client information with any 3rd party, unless:
 - 8.1.4.1 Required by law; or
 - 8.1.4.2 You have authorized us to share your information; or
 - 8.1.4.3 Shared information does not relate to you as individual.
- 8.1.5 We do keep track of the domains from which people visit us. We analyze this data for trends and statistics, and then we discard it;
- 8.1.6 Occasionally third parties may provide storage services to van Gaalen Attorneys. In those circumstances those third parties shall be required to enter into a Non Disclosure Agreement on no less stringent terms than found in this privacy statement and to process and protect your data solely in accordance with our instructions.

8.2 *Associates and Business Relationships*

- 8.2.1 van Gaalen Web site contains links to other Web sites. Van Gaalen or its partners are not responsible for the privacy practices or the content of such Web sites.

8.3 *Cookies*

- 8.3.1 There is a technology called "cookies" that can be used to provide you with tailored information from a Web site. A cookie is an element of data that a Web site can send to your browser, which may then store it on your system. This Web site use cookies so that we can better serve you when you return to our site. You can set your browser to notify you when you receive a cookie, giving you the chance to decide whether to accept it.

9. Security

- 9.1 It is important that your information or any communication between you and van Gaalen Attorneys is dealt with in the most secure manner reasonable possible;
- 9.2 Van Gaalen Attorneys stand under no legal obligation to provide encrypted - services or communications between you and itself. Despite the aforesaid van Gaalen Attorneys have incorporated encrypted communications between all e-Attorney users and itself to ensure adequate protected of the e-Attorney users' information;
- 9.3 To provide adequate security to all users of the website and compliance with [section 86](#) of the ECT Act you hereby agree to van Gaalen Attorneys right to intercept, monitor, block, read, delete or accesses all data sent to the website or any other van Gaalen Attorneys communication facility, e.g. email or Instant messaging applications, subject to conditions as set out under the Interception and Monitoring Prohibition Act, 1992 and the "*to be*" [Regulation of Interception of Communications and Provision of Communication related information act 70 of 2002](#);
- 9.4 It is our policy to virus check documents and files before they are posted on this website. However, we cannot guarantee that documents or files downloaded from this website will be free from viruses and we do not accept any responsibility for any damage or loss caused by any virus. Accordingly, for your own protection, you must use virus-checking software when using this website. You must not post or provide to us via this website, any document or file which you believe may contain a virus. You must virus check any document or file which you intend to post or provide to us via this website.

10. [Limitation of Liability](#)

- 10.1 **IMPORTANT NOTICE:** van Gaalen website and all materials found on the website are intended for information purposes and provided "as is" without any warranty, representation, condition, undertaking (see paragraph 10.2 below), or terms of any kind, express or implied, statutory or otherwise, including without limitation, the warranties of merchantability, non-infringement of intellectual property, or fitness for a particular purpose.
- 10.2 Nothing in this website is to be considered as either creating an attorney and client relationship between you and van Gaalen Attorneys or as rendering of legal advice for any specific matter, unless acknowledgement of receipt of instruction has been forwarded to you by any representative of van Gaalen Attorneys. If you intend to instruct van Gaalen attorneys, then clearly indicate in any communication from this website, e.g. from 'Contact us' page, the following words "*[the matter] – new instruction*". If van Gaalen Attorneys do receive a request to provide services without the aforesaid heading "new instructions" , an Attorney client relationship will only be formed once van Gaalen Attorneys have obtain all the client details as required by the Financial Intelligence Centre Act and van Gaalen Attorneys quotation has been accepted in writing or you have received a written confirmation and acceptance of new instruction from a van Gaalen Attorneys representative;
- 10.3 Please see the wording in individual documents available through the website to the effect that their contents are for general guidance only and do not contain definitive advice. No client or other user of this website should act or refrain from acting on the basis of any information contained on the van Gaalen Attorneys website without seeking appropriate legal or other professional advice on the particular facts and circumstances at issue;
- 10.4 Van Gaalen Attorneys further does not warrant the accuracy or completeness of the information, text, graphics, links or other items contained in the van Gaalen Attorneys' website, including the e-Attorney log-in facility. Van Gaalen Attorneys may make changes to the van Gaalen Attorneys' website, the policies, information described in the materials or content of these Terms and Conditions, at any time without notice. We reserve the right to vary or amend these terms and conditions from time to time. Any changes shall take effect upon posting to this website. Van Gaalen Attorneys makes no commitment to update the materials.
- 10.5 Van Gaalen Attorneys and its partners or service providers excludes liability for any special, indirect or consequential damages or any other damages whatsoever, including loss of profits or data, whether in an action in contract or delict, arising out of the use or performance of the van Gaalen

Attorneys' website, even if van Gaalen Attorneys have been advised of the possibility of such damages.

11. Termination

These Terms and Conditions and your access to the website may be terminated at any time by van Gaalen Attorneys without notice. All restrictions, disclaimers and limitations of liability by van Gaalen Attorneys will survive termination, however, you will no longer be authorised to access the website.

12. Breach

- 12.1 If you are in breach of the Terms and Conditions of this website, van Gaalen Attorneys reserves the right to, without prejudice to any rights which it may have in terms hereof or at law, to:
- 12.1.1 order for specific performance and damages;
 - 12.1.2 terminate this Agreement (also see paragraph 11 above) and claim damages;
 - 12.1.3 Institute criminal procedures where applicable and necessary;
- 12.2 All costs, charges and expenses of whatsoever nature which may be incurred by van Gaalen Attorneys in enforcing its rights in terms hereof including, without limitation, legal costs on the scale as between an attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from you if the above rights are successfully enforced.

13. Agreement in terms of Chapter III, Part 2 of the ECT Act

13.1 Formation and validity of this agreement

You agree that:

- 13.1.1 these Terms and Conditions are valid, binding, enforceable and concluded in Johannesburg, the moment you access / view the van Gaalen Attorneys website;
- 13.1.2 all information that are incorporated by using hyperlinks and / or other methods of reference form part of this agreement (see [section 11\(3\)](#) of the ECT Act);
- 13.1.3 If any term of this agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other term of this agreement;

13.2 Time and Place of communication, dispatch and receipt

- 13.2.1 [Data Messages](#) sent from van Gaalen Attorneys to you have been sent from van Gaalen Attorneys place of business (see paragraph 1 above);
- 13.2.2 Data Messages sent from van Gaalen Attorneys to you are deemed to be received when complete message enters an information system (including your information service provider's information system) designated or used for that purposes by yourself;
- 13.2.3 Data Messages from you to van Gaalen Attorneys are deemed to be received by van Gaalen Attorneys only when van Gaalen Attorneys respond thereto, and for the purposes of this clause an auto-response shall not be a response by van Gaalen Attorneys. Such acknowledgement further does not give legal effect to that message, unless specifically indicated by van Gaalen Attorneys that it does give legal effect to the Message

13.3 Expression of intent

13.3.1 You acknowledge that all agreements and authorization under this agreement satisfies the "writing" requirement as per [section 12](#) of the ECT Act;

13.3.2 For purposes of Electronic Communications between yourself and van Gaalen Attorneys no Electronic Signature is required; the mere sending of Data Messages or browsing of our website demonstrates your intent to be a party to this agreement

13.4 Attribution of data messages to originator

13.4.1 You agree and warrant that the data message sent, from any Computer or device that are owned by yourself or your employer or programmed by yourself or on your behalf, to van Gaalen Attorneys was sent by yourself or a person that had authority to act on your behalf in respect of the data message.

14. Applicable Law and Jurisdiction

Any dispute arising between you and van Gaalen Attorneys in relation to this website shall be governed by law of the Republic of South Africa and you submit to the jurisdiction of the Witwatersrand, Johannesburg courts.

15. Specialization

Our attorneys tend to limit their practice to certain areas of the law, e.g. ICT, Labour and Sports law. Except where specifically noted, none is certified by the applicable Law Society in which our Attorneys practice as a specialist in any area of practice.

Last update : 20 June 2005