



government
printing

Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

WEBSITE TERMS AND CONDITIONS OF USE FOR NON-CONSUMERS

Government Printing Works

Public Web Project

APPLICABLE TO

JURISTIC PERSONS (BODIES CORPORATE, PARTNERSHIPS, ASSOCIATIONS OR TRUSTS)
WITH AN ASSET VALUE OR ANNUAL TURNOVER, AT THE TIME OF THE TRANSACTION, OF
TWO MILLION SOUTH AFRICAN RAND OR MORE (THE CURRENT THRESHOLD)

Version 1.1



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1. Parties

The Government Printing Works (GPW), classified as a Government Component in accordance with Section 7(5)(c) of Schedule 3 of the Public Service Act, 1994 (Proclamation 103 published in GG 15791 of 3 June 1994); and

You, the visitor to or user of the GPW Websites located at <http://www.gpw.gov.za> and <http://www.gpwonline.co.za> .

2. Introduction

GPW is a South African security-printing specialist that deals with the printing of passports, visas, birth certificates, smart card identification documents and examination materials, as well as government stationery and publications. GPW also functions as the publisher and editor of the South African Government Gazette and uses its additional capacity to print non-security printed matter such as posters, annual reports, brochures and high volume standard forms that are used by government departments for administration purposes.

GPW provides goods and services to:

- South African Government Departments, Provincial Institutions and Local Authorities;
- Consumers;
- Non-consumers; and
- Various international natural and juristic persons and governments.

3. Applicability

This Agreement applies to Non-consumers and serves to govern the rights and obligations with respect to the use of the GPW Websites.

IF YOU AS A NON-CONSUMER AND VISITOR TO OR USER OF THE GPW WEBSITES DO NOT AGREE WITH THESE WEBSITE TERMS AND CONDITIONS OF USE, YOU SHOULD LEAVE THE GPW WEBSITE. CONTINUED USE CONSTITUTES AGREEMENT.

4. Interpretation

The headings to the clauses of this Agreement are for reference purposes only.

Unless the context requires otherwise, the words and expressions will be interpreted as set out below and related expressions will be interpreted with corresponding meanings:

- "AFSA" means the Arbitration Foundation of Southern Africa;
- "Acceptance Date" means the date on which You visit and / or use the GPW Websites and agree to these Terms and Conditions of Use either by browsing or by clicking "I agree";



- "Agreement" means this Website Terms and Conditions of Use Agreement;
- "CPA" means the Consumer Protection Act, 68 of 2008;
- "Non-consumer" means a juristic person (bodies corporate, partnerships, associations or trusts) with an asset value or annual turnover, at the time of the transaction, equal to or exceeding two million South African Rand (ZAR 2m), the current threshold determined by the Minister of Trade and Industry in terms of section 6(1) of CPA.
- "Domain Name" means an identification label that defines administrative autonomy, authority or control on the Internet and includes host names that identify Internet protocol resources such as websites and WAP sites;
- "ECT" means the Electronic Communications and Transactions Act 25, of 2002;
- "GPW" means the Government Printing Works;
- "GPW Marks" means any trade marks, service marks, logos, domain names or other marks of GPW, whether registered or not and includes the coats of arms, badges, other emblems of State for which GPW is custodian;
- "GPW Service Offering" means but is not limited to editorial services where legal notices are submitted for publication; sales, subscription and access services to published copies of Government Gazettes and Notices; and sales of Government Publications marketed by catalogue and brochure and published on the GPW Websites;
- "GPW Websites" means the websites owned and operated by GPW located at <http://www.gpw.gov.za> and <http://www.gpwonline.co.za>
- "Goods" means goods as defined in CPA including but not limited to any tangible object or medium upon which anything may be written or encoded, such as literature, information, data, photographs, software, code or, intangible product written or encoded on any medium or a licence to use any such intangible product or information such as a website or WAP site, and includes electronic copies of Government Gazettes Notices and forms;
- "Government Printer" means the Chief Executive Officer of GPW and the editor of the Government Gazette;
- "Intellectual Property" means the rights in and to copyright in any work in terms of the Copyright Act, 98 of 1978 and includes without limitation the right to reproduce that work; the rights in respect of the Heraldry Act, 18 of 1962 for the registration and protection of the coats of arms, badges and other emblems of State; the rights in respect of a trade mark conferred by the Trade Marks Act, 194 of 1993; the rights in respect of a design conferred by the Design Act 195 of 1993, the rights conferred by the Patents Act, 57 of



1978, including any applications for any of these and any names, licenses, know-how, trade secrets and data associated with the these and, rights to domain names;

- "Legal Notices" means this Agreement together with any other notices published on the GPW Websites from time to time including, but not limited to the GPW Privacy Notice, Consumer Rights Protection Notice and Email Legal Notice;
- "Parties" means GPW and You, and "Party" means either one of these as the context requires;
- "Promote" means to advertise, display or represent a willingness or inducement by GPW to a person or to all or part of the public for the supply or potential supply of Goods or Services for consideration or for free and in the ordinary course of business and includes the publication of information, catalogues, brochures and access to the GPW Service Offering published on the GPW Websites;
- "RICA" means the Regulation of Interception of Communications and Provision of Communication-related Information Act, 70 of 2002;
- "Record" means information required to be retained in compliance with South African law, GPW business or information that may be required as evidence;
- "Service" means service as defined in CPA and includes but is not limited to any work or undertaking by GPW for the benefit of another, the provision of information, consultation and the provision of or access to intangible products and electronic communication infrastructure such as the information and eGovernment services available via the GPW Websites;
- "Signed" means a signature executed by hand with a pen and without any electronic process or intervention.
- "Transaction" means business of either a commercial or non-commercial nature and includes the provision of information and eGovernment Services, specifically, information concerning the supply or potential supply of goods or performance of services that are promoted via the GPW Websites;
- "Uncontrollable Event" means fire, flood, earthquake, acts of nature or of God, riots, civil disorder, rebellions or revolutions in any country or any other cause beyond the control of GPW including the disruption, suspension or termination of services provided by a third party to GPW that may result in the GPW Websites not being available;
- "WAP Site" means a collection of web pages containing information, images, videos other digital assets accessed through a web browser using the Wireless Application Protocol as an open international standard to provide WAP browser or WAP Site functionality for small mobile devices through software applications;



- "Website" means a collection of web pages containing information, images, videos other digital assets accessed through a web browser and displayed on a monitor or mobile device hosted on a web server and accessible via the Internet and will, in this Agreement, include WAP Sites;
- "Writing" means a written document that excludes, either wholly or partly, any part of a data message as defined in ECT; and
- "You" means the visitor to or user of the GPW Websites, acting individually or on behalf of a Non-consumer company, partnership, association or trust;

Any reference in this Agreement to:

- A "clause" will, subject to any contradiction, be interpreted to mean a clause in this Agreement;
- A "law" will be interpreted to include the common law, statute law, the 1996 Constitution of South Africa, decrees, judgements, treaties, regulations, directives, by-laws, orders or any other legislative measure; and
- A "person" will be interpreted to include a natural or juristic person.

Unless inconsistent with the context, an expression which denotes:

- Any one gender includes the other genders; and
- The singular includes the plural and *vice versa*.

Any reference to an enactment in this Agreement is to that enactment as at the Acceptance Date and as amended or re-enacted from time to time.

The rule of construction that, in the event of ambiguity, the contract shall be interpreted against the Party responsible for the drafting or preparation of the Agreement, shall not apply.

5. Purpose of GPW Websites

GPW Promotes the GPW Service Offering via the GPW Websites.

Certain GPW Goods and Services are available by transacting on the GPW Websites. These include:

- Access to certain published copies of Government Gazettes and Notices that are made available to the public free of charge; and
- Access to online forms required for editorial and other services.

Other GPW Goods and Services are not available on the GPW Websites. To enter into a legally binding agreement You will need to contact the responsible person or department indicated on the Websites and conclude an offline agreement in Writing. These include:



- Editorial services where legal notices are submitted for publication; and
- Subscription services to and sales of paper versions of published copies of Government Gazettes and Notices.

Nothing in this Agreement constitutes an offer. The Promotion of the GPW Goods and Services merely an invitation to do business or the provision of information.

GPW GRANTS YOU A LIMITED LICENCE TO USE THE GPW WEBSITES SUBJECT TO THE TERMS OF THIS AGREEMENT.

6. Commencement, Availability and Termination

This Agreement will commence on the Acceptance Date and continue indefinitely until amended or terminated by GPW.

GPW reserves the right to amend this Agreement as and when necessary and entirely at GPW's discretion. Each time an amendment is made to this Agreement GPW will place a prominent Notice on the Website bringing the amendment to your attention.

Each amended version of this Agreement, current at the time You visit or use the Website, will be the applicable version of the Agreement between GPW and You and will govern the Transaction which took place at that time.

GPW reserves the right to change or to discontinue any aspect or feature of the GPW Websites at any time including, but not limited to content, availability and access requirements.

GPW will take all reasonable steps to ensure that You have access to all archived versions of this Agreement.

7. English Language

GPW websites are currently available only in English.

It is your responsibility to ensure that you properly understand this Agreement and the Legal Notices.

Neither the Government Printer nor GPW, its personnel, consultants, advisers or stakeholders shall be liable for losses or claims arising from Your inability to understand English.

8. Intellectual Property on the GPW Websites

The GPW Websites comprise Intellectual Property including, but not limited to Domain Names, copyright, trade mark, design and patent, protected under South African law and international treaties. Unless otherwise indicated GPW reserves all rights in and to the Intellectual Property owned, licensed and entrusted to GPW.

You may make a temporary copy of part or all of the Website on Your computer or WAP site on



Your mobile device for the purpose of viewing it. You may print limited hard copy versions for personal use provided that any copyright, trade mark, coats of arms or other intellectual property notices are not removed and the material is appropriately attributed to GPW. Subject to the limited license granted to You by GPW, You may not in any form or by any means, without the prior written consent of GPW:

- Commercially exploit reproduce, distribute, display, transmit, publish or broadcast any GPW Website content;
- Claim ownership of all or any part of the GPW Website content;
- Modify or repost the GPW Website content;
- Create a link to the GPW Websites from another website; or
- Copy, incorporate, store, frame or embed all or any part of the GPW Website content on another Website or retrieval system.

GPW Business Names and Marks referenced on the GPW Website are the registered or unregistered Intellectual Property of GPW and / or Intellectual Property entrusted to GPW as custodian of South African Intellectual Property assets. Any unauthorised use of these assets is strictly forbidden.

Third party Intellectual Property assets, including but not limited to patents, names, goods and services referenced on the GPW Website are the Intellectual Property of the respective third parties. Any unauthorised use of these assets is strictly forbidden.

9. Copyright and Electronic Versions of the Government Gazette and Notices

Section 12 (8) of the Copyright Act, 98 of 1978, determines that no copyright shall subsist in texts of a legislative, administrative or legal nature or in official translations of these texts, with the result, that the textual content of the Government Gazettes and Notices (works) is not afforded copyright protection.

You nevertheless acknowledge and agree that You will:

- Not act as if it You are the owner of any copyright in these works;
- Not in any way exploit the public when dealing with the reproduction of these works;
- Acknowledges the right of the public to obtain these works at a minimum cost; and
- State on all reproductions of the works, the source of the works as GPW.

Section 5(2) of the Copyright Act confers copyright on work eligible for copyright and made under the direction or control of the state. Copyright other than in legislative texts and other exclusions,



which vests in the state, vests in the Government Printer. No rights or licenses are accorded to You in this regard other than provided for in 8 above.

10. Information and Record Retention

GPW is committed to complying with legal, business and evidential requirements for information and record retention.

GPW will use reasonable endeavours to ensure the security, including the confidentiality, integrity and availability of any information that you provide to GPW through the registration, "contact us" or email functionality associated with the GPW websites. It is nevertheless your responsibility to keep records and backups of your information and communications.

Any personal information you provide will be processed in line with the GPW Privacy Notice published on the GPW Websites as a Legal Notice.

11. Acceptable Use of the Website and Email Functionality

The Websites include functionality that enables You to contact GPW by email and for GPW to respond by email.

You hereby agree to generally acceptable website and email etiquette. In this regard you will be deemed to have read the GPW Email Legal Notice and other Legal Notices published on the GPW Websites and incorporated into this Agreement by reference.

GPW is committed to complying with legislation and ensuring the availability of its Websites and related email functionality to the public at large. The acceptable use provisions of this Agreement seek to support these objectives. As such, You agree not to use the Websites and related email functionality in a way that:

- Is unlawful, incites criminal acts, is harmful or interferes with the confidentiality, integrity and availability of GPW's systems and networks;
- Interferes with the use or enjoyment of other persons access to or use of the GPW Websites and related email functionality;
- Infringes Intellectual Property rights;
- Results in the publication of threatening or offensive material that is disrespectful of the rights of others;
- Results in unsolicited communications;
- Creates a security risk; or
- Violates privacy rights.

You remain personally liable for the consequences of any contravention of these provisions and / or



failure to comply with law.

You warrant that you are authorised by your employer to access the GPW Websites.

Should You become aware of any unacceptable use of the Website or related email functionality, please contact abuse@gpw.gov.za or abuse@gpwonline.co.za

12. Monitoring, Interception and Access to Information

To comply with law and in line with international standards and best practice relating to the use of information technology in its business, GPW monitors and intercepts live communications such email and website activity in compliance with RICA.

Subject to the provisions of ECT, South African and international privacy principles, GPW will where necessary and if required by law, access static information created, received, communicated and stored by GPW as part of its business.

Subject to the provisions of RICA and ECT, You agree to monitoring, interception and access to information relating to the use of the GPW Website, email functionality and related services.

13. Limited Expectation of Privacy

The result of GPW's practice of monitoring and intercepting live email communications and website activity is that you have no expectation of privacy with respect to visiting and using the websites or email communications to and from GPW. If you do not agree to this limitation of your constitutional right to privacy, regulated in terms of RICA, you should not communicate with GPW via email or use the website service.

14. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

15. Complaints

You agree to submit all complaints relating to this Agreement to GPW first, in order to afford us an opportunity to resolve the complaint before you proceed to any relevant authority.

In this regard, please:

- Direct all complaints to complaints@gpw.gov.za or complaints@gpwonline.co.za .

16. Alternative Dispute Resolution

Subject to clause 15 above, and without restriction on any of your rights to approach a competent court or forum of your choice, relating to a dispute arising from this Agreement, you agree to confidential arbitration prior to proceeding to a court or other forum.



You agree that any dispute arising from or in connection with this Agreement shall be finally resolved in accordance with the rules of the AFSA by an arbitrator or arbitrators appointed by the foundation and that such proceedings shall be held in Pretoria or Johannesburg in English.

Nothing herein shall preclude either Party from approaching a court of competent jurisdiction for an interdict or for relief on an urgent basis.

17. Enforceability

This Agreement derives legal force and effect from section 11 of the Electronic Communications and Transactions Act, 25 of 2002.

This Agreement constitutes the entire agreement between GPW and You in regard to the subject matter thereof and no addition to, variation, modification or consensual cancellation of this Agreement shall be of any force or effect unless recorded in a Written document and Signed by or on behalf of the duly authorised representatives of the Parties.

Any data message as defined in ECT, or a copy, printout or extract of such a message Signed by an authorised GPW officer will be absolute proof of the contents of the copy, printout or extract of such a message.

No failure or delay on the part of any Party in exercising any right in terms of this Agreement shall operate as a waiver nor, shall any single or partial exercise of any right prevent any other or further exercise thereof, or the exercise of any other right.

Should any clause or term of this Agreement be invalid, unenforceable or illegal, the remaining terms and provisions of the Agreement shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of this Agreement.

18. Limitation of Liability

To the fullest extent permitted in law, you understand, acknowledge and agree that use of the GPW websites are at your sole discretion and risk. The Government Printer, GPW, its public officers, stakeholders, employees, consultants, agents, licensors and service providers, shall not be liable for any direct, indirect or consequential damages suffered by you, whether arising from a visit to or use of the website, this Agreement or otherwise.

19. Links to external Third Party Websites

GPW may provide links from the GPW Website to external third party websites. Any such link is provided for your use and convenience and does not constitute an endorsement, recommendation or certification by GPW of the external link. Likewise, the presence of links should not in any way be construed as a suggestion that the external link has a relationship with GPW. GPW is not responsible for the content or practices of any such website accessed from the GPW Website through these external links.



20. No Warranty

The GPW Websites have not been customised for any specific industry or individual need and are provided to the public as a whole with the result that the information is provided without warranty of any kind, expressed or implied, including but not limited to warranties of reliability, fitness for purpose, timeliness, accuracy, completeness or non-infringement of third party rights. GPW will endeavour to take all reasonable care to ensure the accuracy of information and the availability of the Websites, but makes no representations, warranties or guarantees. As such, the websites are provided on an "as is" and "as available" basis.

21. Indemnity

To the fullest extent permissible in law, you hereby unconditionally and unreservedly indemnify and hold the Government Printer, GPW, its public officers, stakeholders, employees, consultants, agents, licensors and service providers, harmless against all loss, damages, claims, liability and / or costs, of whatsoever nature, howsoever and whensoever arising, as a result of and without limitation, the following:

- Visiting or using the Websites;
- Downloading electronic versions of the government gazettes and / or notices;
- Downloading any data, text or images;
- Accessing or using electronic forms;
- Reliance on the Website content;
- Links to other GPW or third party websites;
- Hardware, software, system or network malfunction;
- Uncontrollable Event; or
- Any other cause whatsoever arising from or relating to visiting or using the GPW Websites.

22. Skill, Diligence and Care

GPW will exercise reasonable skill, diligence and care as may reasonably be expected from a similar website provider.

23. Information on GPW and How to Contact GPW

Details	
Name	Government Printing Works (GPW)
Legal form of entity	In accordance with Schedule 3 of the Public Service Act – Section 7(5)(c), the Government Printing Works is classified as a government component
Organisational registration number	Not Applicable



Details	
Place of registration	Not Applicable
VAT registration number	4220102869
Government printer	Yes
Chief executive officer	Prof AD Mbewu
Registered office	149 Bosman Street Pretoria 0002
Physical address	149 Bosman Street Pretoria 0002
Postal address	Private Bag X 85 Pretoria 0001
Website address	http://www.gpw.gov.za http://www.gpwonline.co.za
Phone number	+27(0)12 334 4500
Facsimile number	+27(0)12 323 0009
Email address	webmaster@gpw.gov.za webmaster@gpwonline.co.za
Auditors	The Auditor-General of South Africa
Bankers	ABSA Reserve Bank
Accounting officer	Prof AD Mbewu
Membership of self-regulatory or accreditation bodies and contact details	Not Applicable
Code of conduct subscribed to and access to the code	None
Goods and services	Access to the information published on the GPW, Websites