

BSF WEBSITE TERMS OF USE

Welcome to the Bedfordview Safety Forum (BSF) website. This website is operated by BSF Volunteers (hereinafter referred to as “BSF”, or “we” or “us” or “our”).

The use of this site is not a substitute for any professional services, nor does it create any professional service relationship nor is it a solicitation to offer professional services.

All visitors, users and account holders (if applicable) are bound by these terms and conditions (“T&Cs”). By registering, or using the site at all, you recognise that you have read, accepted and agreed to be bound by these T&Cs. Should there be any clause in these T&Cs that you do not understand, the onus is on you to ask BSF to explain the relevant clause to you before you accept the T&Cs by using or donating from the site.

The Website is not intended for anyone under the age of 18 years of age. By using the Website, you are confirming that you are 18 years and older, or an emancipated minor or possess the necessary legal parental or guardian consent. You can review the most current version of the T&Cs at any time on this page. We reserve the right to amend this agreement or any parts thereof at any time and without notice. Amendments to this agreement take effect 24 hours after the agreement has been amended on our web site, and your continued use of the site implies your acceptance of the agreement as amended.

1. Definitions and Interpretation

1.1. Definitions

- 1.1.1. Terms means the terms, consisting of these terms of use; and any other relevant specific terms, policies, disclaimers, rules and notices agreed between the parties, (including any that may be applicable to a specific section or module of the Website).
- 1.1.2. We, Us, or Our, means BSF, and includes affiliated companies and organisations, as well as volunteers, contractors and agents where the terms limit or exclude our liability.
- 1.1.3. You or Your means any visitor to this Website, including any other person, Website, business or agent (including any virtual or robotic agent) associated with the visitor.

1.2. Interpretation of the Terms and Conditions

In the T&C's, unless inconsistent with the context:

- 1.2.1. The singular includes the plural and vice versa.
- 1.2.2. A natural person includes an artificial person and vice versa.
- 1.2.3. Any expression which refers to one gender includes the other gender.
- 1.2.4. Any reference to legislation or a statute in the Terms and Conditions will be a reference to the relevant legislation or statute and its regulations as amended, varied or re-enacted from time to time.
- 1.2.5. Any reference in the T&C's to any other agreement will be to such agreement as amended, supplemented, varied, or replaced from time to time.
- 1.2.6. Headings are for convenience only and do not affect the interpretation of the T&C's.
- 1.2.7. If the meaning of any general term conflicts with any other relevant specific term, the specific term will apply. Specific terms apply to a specific section of the Website or have been specifically agreed between you and us.

2. Limitation of liability

- 2.1. Any commentary, advice, information, suggestions, opinions, answers or any other information posted on the Website is not intended to nor shall it be interpreted to amount to advice on which you should rely. Such items are posted merely as a guideline. You make use of any such information at your own discretion and risk.
- 2.2. You are encouraged to contact us to report any possible malfunctions or errors by way of email to

info@bedfordviewsafetyforum.org.za. We will endeavour to fix any fault in this Website as soon as reasonably practical after we find out about it. This is the limit of our responsibility and liability for any fault on the Website.

- 2.3. BSF shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from use of, or reliance upon, the Website or the content in the Website; or your inability to use the Website, and/or unlawful activity on the Website and/or any linked third-party Website.
- 2.4. You hereby indemnify BSF affiliated companies and organisations, as well as volunteers, contractors, agents, service providers or licensors, against any loss, claim or damage which may be suffered by yourself or any third-party arising in any way from your use of this Website and/or any linked third-party Website.

3. Intellectual Property

- 3.1. You accept and agree that all content and materials accessible on the site are fully protected by copyrights, trademarks, service marks, patents, trade secrets or any additional proprietary rights and laws that may apply. Unless granted permission by BSF, you agree not to sell, license, rent, alter, distribute, copy, reproduce, communicate, publicly display, publicly perform, publish, adapt, edit or create derived works from any material or content featured on the website.
- 3.2. Reproduction, copying or redistribution any design elements or material is strictly prohibited for commercial purposes, unless granted express written permission by the BSF.
- 3.3. For information on having any special requests to this nature granted, please contact us at info@bedfordviewsafetyforum.org.za.

4. Disclaimer of Warranties

- 4.1. We do not guarantee, represent or warrant that your use of our Website will be uninterrupted, timely, secure or error-free.
- 4.2. We do not warrant that the results that may be obtained from the use of the Website will be accurate or reliable.
- 4.3. You agree that from time to time we may remove the Website for indefinite periods of time or cancel the Website at any time, without notice to you.
- 4.4. You expressly agree that your use of, or inability to use, the Website is at your sole risk.
- 4.5. In no case shall BSF, members, volunteers, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Website or any services or products procured following using the Website, or for any other claim related in any way to your use of the Website or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Website or any content (or product) posted, transmitted, or otherwise made available via the Website, even if advised of their possibility.
- 4.6. These Terms do not intend to, nor shall they be interpreted to, limit the liability of BSF in any way which would be against the law for BSF to exclude or attempt to exclude or where such exclusion is banned by any law in force from time to time in the Republic of South Africa.

5. General

5.1. Terms and policy updates

Please note it is your responsibility to check the Website regularly to determine whether any changes have been made to the T&C's and your continued use of the Website will be deemed your acceptance of the T&C's.

5.2. Submission of personal information

Using the Website, you acknowledge and agree that you submit all and/or any of your personal information willingly on our Website and for the use of such information by us as provided for in accordance with these T&C's.

5.3. Volunteer Group

If you have any queries regarding volunteering or if you wish to remove yourself from a volunteer group, please email us on info@bedfordviewsafetyforum.org.za and we will respond accordingly.

5.4. Framing

You may not frame or utilise framing techniques to enclose any Trademark, logo, or other proprietary information (including images, text, page layout, or form) belonging to us and our affiliates without our prior written consent.

5.5. Linking

You may only link to the home page of this Website. You may not deep link (link to any other page) or link in any way that could suggest that we endorse or support you, or that you have any rights in our Website or intellectual property.

5.6. Virtual agents

You may not use any technology (including spiders, crawlers, bots and similar virtual agents) to search or gain any information from this Website.

5.7. Termination

We may in our sole discretion terminate your account or restrict your access to the Website. If we do this, you may be prevented from accessing all or parts of the Website, your account or other content contained in your account. We will not be liable to you or any third-party for doing so.

5.8. Jurisdiction and Choice of Law

These T&C's are governed by and interpreted in accordance with South African law. You hereby consent to obligatory arbitration in South Africa to resolve any disputes that may arise under these T&C's. These T&C's are further deemed to form part of any message in terms of Section 11 of the South African Electronic Communications and Transactions Act, No. 25 of 2002 as amended.

6. Queries and Contact Information

If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply have a query, you can contact BSF at info@bedfordviewsafetyforum.org.za.