

# Website Disclaimer

## **(1) Introduction**

These terms and conditions govern your use of our website; by using our website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

## **(2) Licence to use website**

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages, images or documents from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- (a) republish material from this website (including republication on another website);
- (b) sell, rent or sub-license material from the website;
- (c) show any material from the website in public;
- (d) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- (e) edit or otherwise modify any material on the website; or
- (f) redistribute material from this website, except for content specifically and expressly made available for redistribution, such as our newsletter.

Where content is specifically made available for redistribution, it may freely and without restriction be redistributed.

## **(3) Limitations of warranties and liability**

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

Nothing in this disclaimer (or elsewhere on our website) will exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

Subject to this, our liability to you in relation to the use of our website or under or in connection with this disclaimer, whether in contract, tort (including negligence) or otherwise, will be limited as follows:

- (a) to the extent that the website and the information and services on the website are provided free-of-charge, excluding content provided in restricted areas that require a User Login and Password, we will not be liable for any loss or damage of any nature;
- (b) we will not be liable for any consequential, indirect or special loss or damage;
- (c) we will not be liable for any loss of profit, income, revenue, anticipated savings, contracts, business, goodwill, reputation, data, or information;

#### **(4) Variation**

We may revise this disclaimer from time-to-time. The revised disclaimer will apply to the use of our website from the date of the publication of the revised disclaimer on our website. Please check this page regularly to ensure you are familiar with the current version.

#### **(5) Entire agreement**

This disclaimer, together with our privacy policy, constitutes the entire agreement between you and us in relation to your use of our website, and supersedes all previous agreements in respect of your use of this website.

#### **(6) Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with South African law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of South Africa.

#### **(7) Registrations and authorisations**

We are registered with "The Registrar of Companies of South Africa". You can find the online version of the register at <http://www.cipro.gov.za>. Our registration number is 003-724 NPO.

Our VAT number is 4400108231.

#### **(8) Our details**

The full name of our company is **Santos Haven**.

We are a Sole Proprietorship governed by South African law.

Our registered address is: **Santos Haven, Heiderand, Mossel Bay, Western Cape Province, South Africa, 6511**.

You can contact us by email to [info@santoshaven.co.za](mailto:info@santoshaven.co.za).