

## **TERMS AND CONDITIONS OF USE**

***IMPORTANT: YOUR USE OF THIS WEB SITE IS SUBJECT TO THESE TERMS AND CONDITIONS. BY USING THIS SITE YOU AGREE/ SHALL BE DEEMED TO HAVE AGREED TO BE BOUND BY AND COMPLY WITH THESE TERMS & CONDITIONS, INCLUDING ANY PRIVACY AND OTHER POLICIES WHICH APPEAR ON THIS WEB SITE OR ANY LINKED WEBSITE.***

***IF YOU DO NOT WISH TO BE BOUND BY SUCH TERMS AND CONDITIONS THEN YOU SHOULD IMMEDIATELY DESIST FROM USING THIS WEB SITE.***

### **1 DEFINITIONS AND INTERPRETATION**

- 1.1 "We" means Attorney Andre Leask, practising under the name and style of Andre Leask & Associates Attorneys ("Leask Attorneys") and "us" and "our" shall have corresponding meanings.  
"user" means any natural person or juristic person accessing any part of this Web site and "you" and "your" shall have corresponding meanings.  
"this Web site" means [www.alalaw.co.za](http://www.alalaw.co.za) and all sub pages thereof, including any third party sites accessible via this Web site.  
"ECT Act" means the South African Electronic Communications & Transactions Act 25 of 2002;  
"Terms and Conditions" shall mean these terms and conditions and "terms" shall have a corresponding meaning;
- 1.2 Unless otherwise defined in these terms or indicated by the context, all terms and definitions shall have the meaning ascribed to them in the ECT Act or, as the case may be, the relevant governing South African statute or law.
- 1.3 Headings in these terms form a legally binding part of these terms.

### **2 PURPOSE AND USE OF THIS SITE**

- 2.1 This Web site serves to provide the user with information regarding the law practice of Andre Leask & Associates Attorneys, based in Cape Town, South Africa.
- 2.2 It is intended to provide the user with insight into the services and areas of expertise of Andre Leask & Associates Attorneys, the areas of legal practice in which we specialise and how best we may be of service to any user rather than to serve as an ad hoc source of advice for a specific set of circumstances.
- 2.3 You may only use this Web site for lawful purposes and you warrant that you shall not:
  - 2.3.1 use the Web site to receive or transmit material which is in violation of any law or regulation, which is obscene, threatening, racist, menacing, offensive, defamatory, in breach of confidence, in breach of any intellectual property rights, or otherwise objectionable or unlawful in any jurisdiction in which you may use it; or
  - 2.3.1 use the Web site other than for your personal and non-commercial use, store on your computer, or print copies of extracts from this Web site, "mirror" or cache information provided via this website on your own server, or copy, adapt, modify or re-use the text, graphics or any other form of content from this website without our prior written permission (obtained via [info@alalaw.co.za](mailto:info@alalaw.co.za)).

### **3 NO SUBSTITUTE FOR LEGAL ADVICE**

- 3.1 Any information, including any information accessible by links to this Web site is intended for information purposes only and is not intended to constitute or be a substitute for personal legal advice, provided upon instructions and with reference to specific circumstances.

### **4 YOUR FEEDBACK OR QUESTIONS**

- 4.1 We pride ourselves on a prompt, personalised and professional service to our clients. Accordingly, we welcome your feedback either in person or via [info@alalaw.co.za](mailto:info@alalaw.co.za) as to how we may improve our services and/or this Web site.
- 4.2 In addition, if you have any questions, do not understand anything in these terms or require a copy of them, you are invited to communicate with us via [info@alalaw.co.za](mailto:info@alalaw.co.za) and we will respond to you as soon as reasonably possible.

## **5 YOUR USE OF THIS WEBSITE CREATES A BINDING ELECTRONIC CONTRACT BETWEEN US**

- 5.1 WHEN YOU USE THIS WEBSITE FOR THE FIRST TIME YOU WILL BE DEEMED TO HAVE ENTERED INTO A BINDING ELECTRONIC AGREEMENT BETWEEN UPON THESE TERMS AND CONDITIONS (THE "AGREEMENT").
- 5.2 This agreement will become binding upon the user and us at the time you make use of the website for the first time and all elements of the contract, including offer by us, acceptance by you and the communication of acceptance shall all be deemed to have been made or noted at the place of the location of our Principal Place of Business, as set out in clause 9 below ("Principal Place of Business").
- 5.3 Save to the extent amended by these terms and conditions, in terms of section 21 of the ECT Act, the ECT Act shall apply to these terms and conditions.
- 5.4 Data messages, including e-mail messages, sent by users to Leask Attorneys shall be deemed to have been received at our Principal Place of Business and only at a time when acknowledged or responded to in writing.
- 5.5 A data message sent by Leask Attorneys to a user shall be regarded as having been received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient. In the absence of any non-receipt message received by Andre Leask and Associates, the recipient shall be deemed to have received such data message at the date and time of its transmission.
- 5.6 A certificate signed by any practising attorney or associate of Andre Leask and Associates Attorneys, in the absence of proof to the contrary, shall constitute prima facie proof of any fact or evidence necessary to be proved for purposes of supporting a claim for summary judgement or provisional sentence.

## **6 PRIVACY POLICY AND SECURITY OF PERSONAL INFORMATION**

- 6.1 We respect the privacy of users' personal information. By using this website the user consents to the use by Leask Attorneys of the user's personal information in the manner set out in our [Privacy Policy], [Insert hyperlink] which policy forms part of these Terms and Conditions.
- 6.2 Please ensure you familiarise yourself with our Privacy Policy, which clearly sets out whether and how we may use any of the user's personal information.

## **7 DISCLAIMER OF LIABILITY FOR USE, INCLUDING THIRD PARTY CONTENT , SECURITY AND VIRUSES**

- 7.1 Subject to these terms and conditions, this Web site may allow users to submit or download content, provide comments or request further information or from time to time may contain content submitted by third parties, including but not limited to advertising (collectively, "third party content"). Leask Attorneys has not been involved in producing any third party content and accordingly excludes, to the fullest extent permissible under applicable law, any responsibility or liability arising out of or in any manner relating to such third party content.
- 7.2 WHILST REASONABLE EFFORTS ARE MADE TO PRESERVE THE INTEGRITY AND SECURITY OF THIS WEBSITE, NO WARRANTY, WHETHER EXPRESS OR IMPLIED, IS GIVEN THAT ANY FILES, DOWNLOADS OR APPLICATIONS AVAILABLE VIA THIS SITE ARE FREE OF VIRUSES, TROJAN HORSES, BOMBS, TIME-LOCKS OR ANY OTHER DATA OR CODE WHICH HAS THE ABILITY TO CORRUPT OR AFFECT THE OPERATION OF YOUR COMPUTER, DATABASE, NETWORK OR OTHER INFORMATION SYSTEM
- 7.3 ACCORDINGLY:
  - 7.3.1 THE USER MAKES USE OF ALL OR ANY PART OF THIS WEB SITE AT OWN RISK AND ON AN "AS IS" BASIS. WHILE EVERY EFFORT HAS BEEN MADE TO ENSURE THE ACCURACY THEREOF LEASK ATTORNEYS MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, AS TO THE ACCURACY OR SUITABILITY OF ANY INFORMATION CONTAINED IN OR ACCESSED VIA THIS WEB SITE.
  - 7.3.2 SUBJECT TO THE PROVISIONS OF CHAPTER 7 OF THE ECT ACT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LEASK ATTORNEYS, ITS PROPRIETERS, EMPLOYEES, SUPPLIERS, ISPS, ASSOCIATES OR AGENTS, SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS OR LIABILITY, HOWSOEVER ARISING, INCLUDING BUT NOT LIMITED TO DIRECT, ECONOMIC, CONSEQUENTIAL LOSS OR LOSS OF PROFITS, INCURRED BY USERS OR ANY OTHER PERSONS RESULTING FROM THE USE OR INABILITY TO USE THIS WEB SITE ON ACCOUNT OF ANY SECURITY BREACHES, HARMFUL CODE OR DATA OR ANY LOSS OF WHATSOEVER NATURE RELATING TO THE USE OF THIS SITE.

7.4 Leask Attorneys reserves the right, in its sole and absolute discretion, to approve or refuse any submission or to remove any submissions on such grounds as it may deem fit.

## **8 ACCEPTABLE USE AND INDEMNITY**

8.1 The user agrees to use this Web site in compliance with all applicable laws and these terms and conditions.

8.2 THE USER INDEMNIFIES AND HOLDS HARMLESS LEASK ATTORNEYS, ITS OFFICERS, EMPLOYEES, ISPs, SERVANTS, SUBCONTRACTORS, PARTNERS, SUBSIDIARIES AND AFFILIATES FROM ANY CLAIM, INCLUDING ATTORNEYS FEES ON AN ATTORNEY AND OWN CLIENT SCALE AND OTHER COSTS, MADE BY ANY THIRD PARTY AND ARISING OUT OF OR IN CONNECTION WITH THE USERS USE IN ANY MANNER OF THIS WEB SITE, INCLUDING ANY LINKED THIRD PARTY WEB SITE.

## **9 DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT**

Name and Status of Web site owner: Attorney Andre Leask, is a sole practitioner practising in association as Andre Leask and Associates

The main business of the firm is the provision of legal advisory services as Attorneys, Notaries and Conveyancers, which services will be provided by personal appointment.

VAT Registered Number: 442 0222 673

Tel: + 27 21 555 4150

Fax: + 27 21 555 4151

E-mail address: [info@alalaw.co.za](mailto:info@alalaw.co.za)

Web site address: [www.alalaw.co.za](http://www.alalaw.co.za)

Physical Address, Principal Place of Business and address for services of legal documents and notices : 6 Jacana Avenue, Century View, Milnerton, CAPE TOWN 7441

Postal Address: PO Box 349, Century View, Milnerton 7441

Membership of self-regulatory bodies: Law Society of the Cape of Good Hope, Law Society of England and Wales.

Codes of conduct applicable to Leask Attorneys: Cape Law Society Rules and Practice Guidance. All Codes of Conduct applicable to Solicitors of the High Court of England & Wales.

Alternative dispute resolution: See clause 16.2.

Cooling –off period for consumers (section 44 of the ECT Act): Not applicable.

## **10 MONITORING AND INTERCEPTION OF DATA MESSAGES**

10.1 In order to provide a relevant and secure service, and where required to do so under law, including without limitation the Regulation of Interceptions and Communications Related Data Act, 2002, Leask Attorneys may monitor and/or intercept electronic communications such as e-mail which are sent to this Web site. To the fullest extent necessary under law, the user hereby acknowledges that he or she is aware of such potential monitoring and/or interception and consents thereto.

## **11 NOTICE OF OBJECTION REQUIRING REMOVAL OF CONTENT**

11.1 If Leask Attorneys receives a valid notice of objection relating to any content that is posted on this Web site then Leask Attorneys, subject to the provisions of this clause, will remove the content as contained on the Web site.

11.2 A valid notice of objection must be emailed or faxed to Leask Attorneys and to be deemed a valid notice, must include: (i) the objector's full names and address, (ii) full details of the right that has been infringed, (iii) identification of the material or activity that infringes this right, (iv) the remedial action required, (v) the telephone and electronic contact details, (vi) a statement that the complainant is acting in good faith, and (vii) a statement from the objector that the information is true and correct.

11.3 Leask Attorneys shall be entitled but not obliged to remove the content and inform the complainant and, if necessary, the third party that posted that material immediately. Leask Attorneys reserves the right in its sole discretion to remove or not to remove any content and, to the fullest extent permitted by applicable law, shall have no liability whatsoever for any liability which may arise as a result of such removal or non-removal of content.

## **12 INTELLECTUAL PROPERTY RIGHTS**

- 12.1 All copyrights and other intellectual property rights, including without limitation any patents, trade marks, design rights, domain names, database rights, in all information, logos, source code and any other original material contained in this Web site, vests in or is licensed to Leask Attorneys. Users may use the materials for non-commercial purposes solely and exclusively as permitted by these terms or any applicable copyright and other intellectual property laws. All other rights are expressly reserved to Leask Attorneys or its licensors and any other use is subject to the express prior consent of Leask Attorneys (which can be obtained via [info@alalaw.co.za](mailto:info@alalaw.co.za)).
- 12.2 Leask Attorneys grants to users a personal, non-exclusive, non-assignable and non-transferable license to view, copy, download, forward (where permitted by website functionality), print and display all content and information on any machine of which the user is the primary user provided that such use: (i) Is for information purposes only; (ii) Is for non-commercial purposes; and (i) any such reproduction acknowledges this Web site and its hyperlink as the source and copyright owner of the information.

### **13 HYPERLINKS, DEEP LINKS AND FRAMING**

- 13.1 Users may link to this Web site, on condition that (i) you request our permission by e-mail and mail the proposed hyperlink to [info@alalaw.co.za](mailto:info@alalaw.co.za) and (ii) the link is to the home page of this web site and not to any other (i.e. by deep linking). This permission is granted strictly subject to the disclaimers of liability for any third party content (including any third party linked sites) contained in these terms and we reserve the right to withdraw permission granted to link to this Web site at any time and for any reason.
- 13.2 We do not permit the framing of this website but you may send a motivated request for our consideration by e-mailing [info@alalaw.co.za](mailto:info@alalaw.co.za).

### **14 BREACH**

- 14.1 Should the user ("the defaulting party") commit a breach of any provision of this agreement and fail to remedy such breach, or if the breach is not capable of remedy, fail to implement remedial action acceptable to the other party within 7 (seven) days, or within 4 (four) hours in the case of matters requiring urgent action, of receiving a written notice from the other party ("the aggrieved party") requiring the defaulting party to do so, the aggrieved party shall be entitled in addition to its other remedies in law or in terms of this agreement to require a specific performance of this agreement or to cancel this agreement forthwith and/or delete any offending material, without prejudice to its rights to claim damages from the defaulting party.

### **15 TERMINATION**

- 15.1 Leask Attorneys reserves the right, in its sole and absolute discretion and without prior notification, to terminate the provision of this Web site and/or to terminate the access rights of any user. This would include but not be limited to circumstances where, (i) Leask Attorneys regards any act or omission of a user to constitute a breach of these terms and conditions or a wrongful act or omission in law; or (ii) on account of circumstances beyond the reasonable control of Leask Attorneys, including technical failures, prevent the continuing provision of the Web site.
- 15.2 Notwithstanding anything to the contrary contained herein, either party shall be entitled to terminate this agreement immediately upon notice to the other party. Such termination shall be without prejudice to any rights accrued prior to such termination.

### **16 GOVERNING LAW AND JURISDICTION**

- 16.1 The parties agree that this agreement and all and any matters relating to the use of this Web site shall be governed by the laws of South Africa.
- 16.2 All elements of the contract, including offer, acceptance, communication of acceptance and the delivery of the any services shall be deemed for all purposes to have been effected at Leask Attorneys above Principal Place of Business, in the magisterial district of Cape Town, South Africa. The user and the Leask Attorneys consent the jurisdiction of the magistrate's court, notwithstanding the fact that a matter might otherwise have been beyond its jurisdiction. This shall not prevent either party from approaching the High Court of South Africa or by attempting, without prejudice to its rights, to resolve any dispute amicably by means of a pre-agreed dispute resolution procedure.

### **17 NOTICES AND DOMICILIA**

- 17.1 The parties choose as their respective domicilia citandi et executandi their respective physical addresses set out in this clause for all purposes arising out of or in connection with this agreement at which addresses all processes and notices arising out of or in connection with this agreement, its breach or termination may validly be served upon or delivered to the parties.
- 17.2 For purposes of this agreement the parties' respective physical and postal addresses and facsimile numbers shall be: as regards (i) the user at its branch office address in Cape Town, if applicable and/or failing this, at its principal place of business in South Africa, and /or at its IP address or any e-mail address, with which it has communicated with this website and/or its principal fax number at any of the foregoing addresses ; and  
(ii) as regards Andre Leask and Associates Attorneys, at its Principal Place of Business, fax and e-mail addresses set out in Clause 9 above (Disclosures Required by Section 43).  
or at such other address, not being a post office box or poste restante, of which the party concerned by notifying the other/s in writing.
- 17.3 Any notice given in terms of this agreement shall be in writing and shall (i) if delivered by hand or by fax be deemed to have been duly received by the addressee on the date of delivery or transmission; or (ii) if posted by prepaid registered post be deemed to have been received by the addressee on the 4th (fourth) day following the date of such posting.
- 17.4 Notwithstanding anything to the contrary contained in this agreement, a written notice or communication actually received by one of the parties from another including by way of telex or facsimile transmission shall be adequate written notice or communication to such party and shall be deemed to be received on the date, time and place of actual receipt.

## **18 ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS**

- 18.1 These terms and conditions and any policies linked to this website constitute the entire agreement between the user and Leask Attorneys. Any failure by Leask Attorneys to exercise or enforce any right or provision of these Terms and Conditions shall in no way constitute a waiver of such right or provision.
- 18.2 Leask Attorneys shall be entitled, at any time, without notice to any user to amend these Terms and Conditions. By accessing this site you are bound to the version of the conditions published on this Website at the time of any visit to this site. You agree to view the current version each time you access the site.
- 18.3 These current terms (Version 1 November 2005) and any previous versions shall be accessible on this website and may be downloaded from the following links:
- Terms & Conditions - Version 1 November 2005 (you are reading the downloaded version)  
Privacy Policy - Version 1 November 2005
- 18.4 A certificate signed by any practising attorney or associate of Andre Leask and Associates Attorneys will be prima facie proof of the date of publication and content of the current version and all previous versions of the conditions.