

WEBSITE TERMS AND CONDITIONS

Introduction

The South African National Energy Development Institute (“SANEDI”) has developed a web based register (“the database”) for the classification of Energy Service Companies for use by municipalities in South Africa to find suitable service providers to implement the Division of Revenue Act of 2014 funded energy efficiency programmes.

The database will be updated on an annual basis-by SANEDI for the benefit potential service providers who wish to register and upload their details and business information for use by the various municipalities as possible Energy Service Companies. SANEDI shall on a yearly basis invite additional service providers who wish to form part of this database to register and upload their details and business information. SANEDI however reserves the right to close off the yearly invite.

The website is also made available for use by the general public.

These terms and conditions govern your use of this website; by using this 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 this website.

This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to our SANEDI's use of cookies in accordance with the terms of SANEDI's privacy policy.

The term “you” and “your” shall be used throughout this document and shall refer to the party accessing the website for purposes of referencing to the database or the party uploading their details and business information in order to be selected as an Energy Service Company by a municipality operating within the Republic of South Africa.

License to use website

Unless otherwise stated, SANEDI and/or its licensors own the intellectual property rights in the website and material on the website.

Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

Protection of Personal Information Act of 2013 (“POPI”) and [Confidentiality](#)

You hereby consent as per the requirements of POPI and [various privacy laws](#) to SANEDI uploading your details and business information [which may be classified as confidential on](#) the website [to be made](#) available to municipalities operating in South Africa and the general public.

SANEDI shall not alter or re-distribute your information [whether confidential or not](#) except for purposes set out in these terms and conditions.

In the event that you want to revoke SANEDI's right to uploading your details and business information, please send an email to _____ and your request shall be attended to within 14 working days from receipt thereof.

User content

[You hereby acknowledge and warrant that all details and business information uploaded is accurate and truthful.](#)

SANEDI reserves the right to edit or remove any material submitted to this website, or stored on SANEDI servers, or hosted or published upon this website.

Notwithstanding SANEDI's rights under these terms and conditions in relation to user content, SANEDI does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

No warranties

This website is provided “as is” without any representations or warranties, express or implied. SANEDI makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, SANEDI does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading; or
- the uploaded database is an endorsement of and/or recommendation of any of the listed service providers.

Limitations of liability

SANEDI will not be liable to you (whether under the law of contract, the law of delict or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if SANEDI has been expressly advised of the potential loss.

Reasonableness

By using this website, you agree that the warranties and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other parties

You accept that, SANEDI has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against SANEDI's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect SANEDI's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as SANEDI.

Unenforceable provisions

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Indemnity

You hereby indemnify SANEDI and undertake to keep SANEDI indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by SANEDI to a third party in settlement of a claim or dispute on the advice of SANEDI's legal advisers) incurred or suffered by SANEDI arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to SANEDI's rights under these terms and conditions, if you breach these terms and conditions in any way, SANEDI may take such action as SANEDI deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

SANEDI may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

SANEDI may transfer, sub-contract or otherwise deal with SANEDI rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Entire agreement

These terms and conditions constitute the entire agreement between you and SANEDI in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with the laws of the Republic of South Africa, and any disputes relating to these terms and conditions will be subject to the non-exclusive jurisdiction of the court of the South Gauteng High Court.