

ONLINE RETURNS : TERMS AND CONDITIONS

1. DEFINITIONS

1.1 "log-in ID" means a valid log-in ID and password specifically granted to a participant;

1.2 "password" means the word or device or sign given by NBCRFI to the participant that will entitle the participant to gain access to the System;

1.3 "System" means the computer and peripheral devices, hardware, firmware, operating system software and equipment to be utilised for the transfer of information from the participant to the National Bargaining Council for the Road Freight Industry ("NBCRFI").

2. SYSTEM AVAILABILITY

NBCRFI shall use reasonable endeavors to keep its network available at all times; however, the participant agrees that the NBCRFI shall not be liable to the participant or any other person or entity whatsoever in respect of (and the participant or any such person or entity shall have no claim against NBCRFI and the participant hereby indemnifies and holds NBCRFI free from liability in respect of) any loss or damage resulting from the System not being available.

3. SECURITY

In order to ensure the security and reliable operation of the NBCRFI network to all participants, NBCRFI hereby reserves the right to take whatever action NBCRFI finds necessary to preserve the security and reliability of its network. The participant acknowledges that he/she is prohibited from utilizing NBCRFI services to compromise the security or tamper with system resources or account(s) on computer(s) at NBCRFI, or at any other site.

4. TERMINATION

This agreement will commence on the effective date and will continue for a period of 12 (twelve) months, where after it shall automatically renew for further periods of 12 (twelve) months, unless participant or NBCRFI advises the other in writing no less than 60 (sixty) days prior to the expiration of the relevant 12 (twelve) month period that same is not to renew. The agreement can be terminated upon prior written notice of 1 (one) calendar month by NBCRFI.

5. GENERAL CLAUSES

5.1 Notices And Domicilium.

The parties choose as their domicilia citandi et executandi their respective addresses set out on the cover sheet of this agreement for the purposes of giving any notice, the serving of any process and all other purposes arising from this agreement.

5.2 Governing Law and Jurisdiction.

The Agreement will be governed by and construed in accordance with the laws of the Republic of South Africa. The participant hereby irrevocably consents to the jurisdiction of the Magistrate's Court in the Republic of South Africa in respect of any proceedings that may be initiated by NBCRFI arising out of this agreement, provided that NBCRFI shall be entitled, in its sole discretion, to institute such proceedings in the High Court of South Africa and, in such event, the participant consents to the jurisdiction of the said court.

5.3 Whole Agreement.

This agreement constitutes the whole Agreement between the parties as to the subject matter hereof.

5.4 No indulgence.

No indulgence, leniency or extension of time which NBCRFI may grant or show to the participant, shall in any way prejudice NBCRFI or preclude NBCRFI from exercising any of its rights in the future.

5.5 Assignment.

The participant shall not cede any of his/her rights nor delegate any of his/her obligations hereunder. NBCRFI shall be entitled to cede and transfer or delegate to any third party at its absolute discretion all or any of its rights or obligations under this agreement.

5.6 Confidentiality.

NBCRFI shall not divulge to any third party information that is contained within the data submitted to it for transmission without the prior written consent of the participant.

5.7 Variation.

No addition to or variation, consensual cancellation or novation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.