

DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES'

Terms and Conditions of Use and Privacy Policy for DAFF Online Certification Systems

IMPORTANT NOTICE

- THESE TERMS AND CONDITIONS APPLY TO ALL USERS (AS DEFINED IN 1.1.31 OF THESE TERMS AND CONDITIONS).
- IT IS ESSENTIAL THAT YOU READ THESE TERMS AND CONDITIONS CAREFULLY AND ENSURE THAT YOU UNDERSTAND THEM, ESPECIALLY (BUT NOT ONLY) THOSE PROVISIONS WHICH ARE HIGHLIGHTED IN **BOLD**.

1. DEFINITIONS AND INTERPRETATION

Definitions:

1.1 For the purposes of these Terms and Conditions, unless the context requires otherwise:

- 1.1.1. **“Bug”** means faults, defects and problems encountered in the DAFF Online Certification Systems;
- 1.1.2. **“Consumer Protection Act”** means the **Consumer Protection Act No. 71 of 2008**, as amended from time to time;
- 1.1.3. **“Cookies”** means files with a small amount of data, which may include an anonymous unique identifier;
- 1.1.4. **“DAFF”** means the Department of Agriculture, Forestry and Fisheries (being a government department and organ of State of the Republic of South Africa) together with its duly authorised representatives;
- 1.1.5. **“DAFF Online Certification Systems”** means the Internet online database applications used by DAFF for the creation and management of documents required for Certification purposes, which data base applications include: (i) E-Cert; and (ii) PhytClean;
- 1.1.6. **“DAFF’s Privacy Policy”** means DAFF’s privacy policy as detailed in clause 12 of these Terms and Conditions;
- 1.1.7. **“DAFF Website”** means the Home Page and Web Pages used by a User to access the DAFF Online Certification Systems, which Website is accessible **www.phytclean.co.za** or **www.ecert.co.za**;

- 1.1.8. **“E-Cert”** means the administration of export certificates and eligibility documents for the export supply chain of agricultural products (including but not limited to fruit and fruit products);
- 1.1.9. **“Electronic Communications and Transactions Act”** means the **Electronic Communications and Transactions Act, No. 25 of 2002**, as amended from time to time;
- 1.1.10. **“General Data Protection Regulation”** means the **General Data Protection Regulation 95/46/EC**;
- 1.1.11. **“Home Page”** has the meaning assigned in the Electronic Communications and Transactions Act;
- 1.1.12. **“Internet”** has the meaning assigned in the Electronic Communications and Transactions Act;
- 1.1.13. **“ISPM 12”** means International Standards for Phytosanitary Measures – Guidelines for Phytosanitary Certificates ISPM No. 12;
- 1.1.14. **“Intellectual Property”** means without limitation, all patents, trademarks, designs, design rights, copy right (including all copyright in any designs and computer software), source codes, proprietary material, Know-How, ideas, concepts, trade secrets, methods, techniques, rights in databases, and all other intellectual property rights and rights of a similar character, whether registered or capable of registration, rights in the nature of any of the aforesaid items in any country or jurisdiction and all applications and right to apply for protection of any of the same;
- 1.1.15. **“Intellectual Property Rights”** means a Party’s rights in respect of its Intellectual Property;
- 1.1.16. **“Juristic Person”** means a body corporate; or a partnership; or an association; or a trust as defined in the **Trust Property Act No. 57 of 1988**, as amended from time to time;
- 1.1.17. **“Know-How”** means all the proprietary information of DAFF including information reduced to material form, which is available to the public but compiled into a usable and/or valuable format by the use of labour, skill and effort;
- 1.1.18. **“Laws”** means any and all laws in force (whether in the Republic of South Africa or, where applicable, any other country or region whatsoever) including but not limited to statutes and the common law and further specifically including but not limited to the **Consumer Protection Act, the Electronic Communications and Transaction Act, the Promotion of Access to Information Act, the Promotion of Administrative Justice Act, the Protection of Personal Information Act** and the **General Data Protection Regulation** (to the extent applicable);
- 1.1.19. **“Log-in”** means the granting of access to the DAFF Online Certification Systems by means of the User Authentication System and **“Logged-in”** shall have a corresponding meaning;
- 1.1.20. **“Natural Person”** means a human being;
- 1.1.21. **“Overseas Market Access Requirements”** means the access requirements for countries and markets that have agreements in place with the Republic of South Africa for products entering their borders;
- 1.1.22. **“Party”** means either DAFF or the User, as the context indicates and **“Parties”** shall mean both of them;
- 1.1.21 **“Person”** means a Natural Person, a Juristic Person and the State;
- 1.1.22 **“Personal Information”** means the personal information of the User as defined in the Protection of Personal Information Act but specifically excludes:-
- information which has been permanently de-identified in that it does not relate and/or cannot be traced back to the User specifically;
 - information collected and compiled by DAFF which is non-personal and statistical; and

- Information voluntarily provided by the User in an open, public environment or forum (which information is then open to unknown third parties and so does not enjoy the protections offered by clause 12 of these Terms and Conditions);
- 1.1.23 **“Password”** means the confidential and unique sequence of numerals and/or letters, which forms part of the User Authentication System and enables the User to have access to aspects of the DAFF Online Regulation Systems;
- 1.1.24 **“PhytClean”** means the DAFF online platform used for administration, and to demonstrate compliance to the export requirements, to issue export certificates for agricultural products (including but not limited to fruit and fruit products);
- 1.1.25 **“Promotion of Access to Information Act”** means the Promotion of Access to Information Act No. 2 of 2000;
- 1.1.26 **“Promotion of Administrative Justice Act”** means the Promotion of Administrative Justice Act No. 3 of 2000;
- 1.1.27 **“Protection of Personal Information Act”** means the Protection of Personal Information Act No. 4 of 2013;
- 1.1.28 **“Resource”** means the DAFF Website and the DAFF Online Certification Systems;
- 1.1.29 **“State”** means a local authority, a provincial authority or the National authority;
- 1.1.30 **“Terms and Conditions”** means these terms and conditions of use and privacy policy, as amended from time to time;
- 1.1.31 **“User”** means any Person who has been provided with a User ID, and includes such person’s employee’s, agents and other authorised representatives;
- 1.1.32 **“User Authentication System”** means the system by which the identification of the User is verified by means of the User ID and Password;
- 1.1.33 **“User ID”** means the alphabetical and/or numerical identifier issued to the User, which forms part of the User Authentication System and enables the User to have access to aspects of the DAFF Online Regulation Systems;
- 1.1.34 **Virus** means in relation to the DAFF Online Certification Systems, a Bug, device or thing (including any software, code, file or programme), which: (i) may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network (including any computer software, hardware or network comprising the DAFF Online Certification Systems), any telecommunications service, equipment or any other service or device; (ii) prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or (iii) adversely affect the user experience, including worms, Trojan Horses, viruses and other similar things or devices;
- 1.1.35 **“Web Page”** has the meaning assigned in the Electronic Communications and Transactions Act; and
- 1.1.36 **“Web Site”** has the meaning assigned in the Electronic Communications and Transactions Act.

1.2 Interpretation:

References herein to –

- 1.2.1. any gender includes the other genders; and
- 1.2.3. the singular includes the plural and vice versa.

2 INTRODUCTION

DAFF is the owner of the DAFF Website and the DAFF Online Certification Systems through which it is able to provide Users with access to E-Cert and PhytClean. These Terms and Conditions apply to all Users in their access to, interactions with and use of the DAFF Website and the DAFF Online Certification Systems.

3 AMENDMENT OF TERMS AND CONDITIONS AND REMOVAL OF CONTENT

- 3.1 **DAFF may change or modify these Terms and Conditions at any time in its sole and absolute discretion. The latest Terms and Conditions (whether amended from these Terms and Conditions or not) which are published by DAFF on the DAFF Website as at the time of each Log-in by the User shall be applicable to the User's access to, interactions with and/or use of the DAFF Website and the DAFF Online Certification Systems up and until the time of the User's next Log-in.**
- 3.2 DAFF shall be entitled to remove any content, material or information whatsoever from the DAFF Website and/or the DAFF Online Certification Systems at any time.

4 USER AUTHENTICATION PROCESS AND ACCESS TO THE DAFF ONLINE CERTIFICATION SYSTEMS

- 4.1 Access to the DAFF Online Certification Systems is restricted to those persons who have been approved by or on behalf of DAFF and to whom a User ID has been issued. DAFF shall be entitled to take reasonable steps to validate the identity of and the information provided by any person who attempts to register as a User through the DAFF Website.
- 4.2 Subject to any Laws (including but not limited to the Consumer Protection Act), on no account shall DAFF be obliged to accept any person's application to register as a User and any such acceptance or approval shall be at DAFF's sole and absolute discretion.
- 4.3 The User shall be required to enter its Password in order to access the DAFF Online Certification Systems.
- 4.4 **The User warrants and agrees that it shall:**
 - 4.4.1 **not disclose its User ID or Password to any third party whatsoever;**
 - 4.4.2 **not leave any device which has access to the Internet unattended and Logged-In unless the User has enabled a password-protected screensaver and such password is only known by the User;**
 - 4.4.3 **access the DAFF Online Certification Systems only for its own personal or business purposes;**
and
 - 4.4.4 **immediately notify DAFF upon it becoming aware of, or reasonably suspecting that unauthorised access has been obtained to the User's User ID and/or Password and shall take steps to mitigate any harm which may result therefrom.**

5 FEES AND OTHER CHARGES DUE TO DAFF

All fees and charges due to DAFF by the User as per the DAFF Website shall be paid in full (free of any deductions or the application of 'set-off'), on demand.

6 INTELLECTUAL PROPERTY RIGHTS AND USE OF DOMAIN NAME

All Intellectual Property Rights in and to the Resource are the property of or are licensed to DAFF. The User agrees that it shall:

- 6.1 not do anything to infringe DAFF's Intellectual Property Rights or attempt to discover the source codes of any of DAFF's technology, including but not limited to by reverse engineering, decompiling or disassembling such technology;
- 6.2 not post, copy, reproduce, retransmit, distribute, disseminate, sell, publish or otherwise circulate or exploit DAFF's Intellectual Property (which includes but is not limited to the Resource); and
- 6.3 comply with all laws applicable to DAFF's Intellectual Property Rights.

7 DAFF'S OBLIGATIONS

- 7.1 DAFF shall:
 - 7.1.1 use reasonable care and skill in respect of making the Online Certification Systems available to Users; and
 - 7.1.2 comply with all Laws insofar as they are applicable to DAFF and/or the Resource.
- 7.2 DAFF may from time to time provide additional functionality in or through the Resource to accommodate the efficient transfer and re-use of data. This additional functionality does not constitute a responsibility on the part of DAFF to continue to provide this additional functionality and nor does it indicate acceptance of any related liability arising from a failure thereof.

8. THE USER'S WARRANTIES, RESPONSIBILITIES AND UNDERTAKINGS

- 8.1 The User **warrants and undertakes** that it shall:
 - 8.1.1 maintain the confidentiality of its access to the DAFF Online Certification Systems as well as the data, forms and templates provided by the DAFF Online Certification Systems, PhytClean and E-Cert and/or on the DAFF Website;
 - 8.1.2 only access the Resource for lawful purposes and in accordance with the terms of these Terms and Conditions;
 - 8.1.3 **only use the Resource in a manner which is consistent with ISPM 12 and Overseas Market Access Requirements and which assists in the transfer of data between approved agencies in the import/export supply chain;**
 - 8.1.4 neither intentionally nor negligently upload, distribute or make available any Viruses, corrupted files or any other similar software or programs that may damage the Resource or any portion thereof;
 - 8.1.5 not copy, reproduce, translate, adapt or modify any aspect of the Resource;
 - 8.1.6 not decompile, disassemble or reverse-engineer any aspect of the Resource for any purpose;
 - 8.1.7 not write or develop any derivative of any software comprising the Resource or any other software program based on such software or derived from it, for any purpose;

- 8.1.8 not alter or erase DAFF’s copyright, trademark (both registered and unregistered), service marks, logos and other proprietary notices on any complete or partial copies of the Resource or wherever else same appears; and
- 8.1.9 ensure that the reputation and goodwill of DAFF is in no way damaged through the User’s use of the Resource.
- 8.2 **Except and only to the extent that the Consumer Protection Act or any other Law limits or prohibits such indemnity (but otherwise, notwithstanding anything to the contrary contained in these Terms and Conditions), the User hereby indemnifies DAFF against any and all claims by third parties of any nature whatsoever arising out of the User’s breach of any one or more of the above undertakings and warranties.**

9. VOETSTOOTS

- 9.1 The Resource is (subject to the provisions of the Consumer Protection Act, if applicable) provided on an “as is” basis. Although DAFF shall take all reasonable steps to ensure the availability, quality and accuracy of the Resource, its technology and the material, content and services available on and through it are supplied free of any warranties or guarantees.
- 9.2 The Resource has not been compiled to meet the User’s individual requirements. It is the User’s responsibility to ensure that the DAFF Website and the DAFF Online Certification Systems meet its individual requirements and is compatible with its own technology.
- 9.3 DAFF does not make any warranties or representations that the Resource shall be available at all times.
- 9.4 Certain links in the Resource may lead to resources maintained by third parties over whom DAFF has no control. DAFF makes no representations or warranties as to the accuracy of, or any other aspect relating to, those resources and does not necessarily endorse any view expressed within them.

10. LIABILITY AND INDEMNITY

IMPORTANT NOTICE

- The User is obliged to read the whole of this clause 10 carefully since it limits DAFF’s liability in relation to these Terms and Conditions and the Resource.
- If the User does not understand any of the terms under this clause it is advised to obtain legal advice before using the Resource.

- 10.1 **Despite anything to the contrary in this these Terms and Conditions, no term in these Terms and Conditions shall affect those legal rights of the User which cannot be lawfully limited or excluded in law, including but not limited to the User’s rights in terms of the Consumer Protection Act, to the extent that it is applicable.**
- 10.2 **Except and only to the extent: (i) necessarily required by the Consumer Protection Act (if applicable); sections 43(5) and 43(6) of the Electronic Communications and Transactions Act and/or any other Law; or (ii) that a claim is attributable to DAFF’s fraudulent actions or omissions or gross negligence, but otherwise, notwithstanding anything to the contrary contained in these Terms and Conditions, neither DAFF nor its officers, agents, representatives or employees will be liable for any claim of any nature whatsoever which arises, directly or indirectly, from:**
- 10.2.1 **the User’s use of or reliance on the Resource or any aspect thereof;**

- 10.2.2 **the User’s use of or reliance on any information obtained from the DAFF Website;**
- 10.2.3 **the User’s acts or omissions or a breach by the User of these Terms and Conditions (including but not limited to a breach of the User’s warranties and undertakings as set out in clause 8.1);**
- 10.2.4 **DAFF acting on the User’s instructions;**
- 10.2.5 **any mistake, error, use or omission in respect of information provided to DAFF by the User;**
- 10.2.6 **any Viruses; and/or**
- 10.2.7 **the User’s inability to access or use the Resource for whatever reason.**
- 10.3 The User will not be liable for any liability or damage to the extent that such liability or damage is attributable to DAFF’s breach of these Terms and Conditions or its unlawful acts or omissions.
- 10.4 **Except and only to the extent necessarily required by the Consumer Protection Act (if applicable), sections 43(5) and 43(6) of the Electronic Communications and Transactions Act and/or any other Law but otherwise, notwithstanding anything to the contrary contained in these Terms and Conditions, DAFF will not be liable for any indirect or consequential losses or damages whatsoever and howsoever they may arise.**
- 10.5 **Except and only to the extent that the Consumer Protection Act (if applicable), the Electronic Communications and Transactions Act and/or any other Law prohibits a limitation of liability but otherwise, notwithstanding anything to the contrary contained in these Terms and Conditions, DAFF’s maximum liability in respect of any cause of action arising out of these Terms and Conditions and/or the Resource shall be limited to the sum of R 40.**
- 10.6 **Except and only to the extent that the Consumer Protection Act (if applicable) and/or any other Law prohibits an indemnity but otherwise, notwithstanding anything to the contrary contained in these Terms and Conditions, the User indemnifies DAFF against any claim by a third party which is caused by or attributable to the User’s breach of these Terms and Conditions, its acts or omissions or your use of the Resource, except to the extent that such claim is as a result of DAFF’s fraudulent actions or gross negligence.**

11. LAWS AND GUIDELINES

- 11.1 The User shall be entitled to all such rights and remedies as are granted to it under the Laws (insofar as they are applicable), subject to any lawful limitations on such rights and/or remedies as are contained in these Terms and Conditions.
- 11.2 In addition to the User’s rights as referred to in the clauses 12 and 13 of these Terms and Conditions, the User’s attention is particularly drawn to:
 - 11.2.1 its right to procedurally fair administrative action (to the extent that such action affects its rights or legitimate expectations) in terms of the **Promotion of Administrative Justice Act**; and
 - 11.2.2 its right to certain records in terms of and as defined in the **Promotion of Access to Information Act**.
- 11.3 It is recorded that DAFF seeks to, as far as reasonably possible and practicable, follow the guidelines set out in **ISPM No. 12** in regard to E-Cert and PhytClean.

12. PRIVACY POLICY

- 12.1 All the information which the User provides to DAFF via the Resource shall be protected by DAFF's Privacy Policy, which is set out in the remainder of this clause 12. The User's use of the Resource is conditional upon its acceptance of DAFF'S Privacy Policy.
- 12.2 **The User gives its consent to DAFF collecting, using, storing, processing and disclosing the User's Personal Information within the bounds of DAFF's Privacy Policy. The User agrees that on the termination of the Terms and Conditions and/or the relationship between the Parties, DAFF may retain such of the information as has already collected from the User but only for the purposes of (i) record-keeping; and (ii) such purposes as are set out in clauses 12.5.5 and 12.5.6 below.**
- 12.3 **The User agrees that DAFF may electronically collect, store and use the following Personal Information:**
- 12.3.1 the information provided by the User in compliance with the Terms and Conditions and/or via the User Authentication System, which information shall include but not be limited to the User's identity, contact details and employer;
- 12.3.2 additional information provided by the User on a voluntary basis; and
- 12.3.3 information such as the User's computer Internet protocol address, browser type, browser version, the pages of the DAFF Website and the DAFF Online Certification Systems which the User visits, the time and date of such visit, the time spent on those pages and other statistics and information, which may be automatically collected and recorded from the User's system.
- 12.4 **DAFF collects such Personal Information:-**
- 12.4.1 when the User actively submits such information to DAFF (for example by means of the User Authentication System);
- 12.4.2 via the User's browser which sends such information to DAFF whenever the User accesses the Resource;
- 12.4.3 through the use of third party services or tracking technology that collects, monitors and analyses data (such as the data referred to in clause 12.3.2);and
- 12.4.4 through Cookies. Cookies are sent to the User's browser from a Website and stored on the User's computer's hard drive. The User may instruct its browser to refuse Cookies but then it may not be able to use some portions of the Resource.
- 12.5 **DAFF collects this Personal Information in order to fulfil a number of functions including but not limited to:-**
- 12.5.1 fulfilling its contractual and legal obligations;
- 12.5.2 operate, maintain, enhance and provide all of the features of the Resource;
- 12.5.3 manage and administer the User's use of the Resource;
- 12.5.4 verify the User's identity and contact details;
- 12.5.5 compile statistics and high-level reporting in regard to the fruit and wine sectors;
- 12.5.6 for risk management purposes within the fruit and wine sectors, including but not limited to for the conduct of risk analysis; and
- 12.5.7 comply with the Laws.

The User specifically gives DAFF permission to use the Private Information for the abovementioned purposes.

- 12.6 DAFF undertakes to follow generally accepted standards to protect the User’s Personal Information, such as the use of firewalls, data encryption and other safeguards to its systems.
- 12.7 **Notwithstanding the foregoing undertaking, the User acknowledges that no method of transmission over the Internet, or method of electronic storage, is absolutely secure. DAFF therefore does not guarantee the absolute security of the User’s Personal Information and it shall not be liable for any loss or damage sustained by the User due to the unlawful access to or dissemination of any of the User’s Personal Information by a third party or due to a loss of data during transmission.**
- 12.8 **The User gives DAFF permission to disclose its Personal Information to the following third parties:**
- 12.8.1 **service providers who are appointed by DAFF to provide administrative and communication services for DAFF and on its behalf and/or to enhance the Resource;**
- 12.8.2 **the officers, employees and agents of DAFF;**
- 12.8.3 **Any person to whom DAFF is required to disclose such information in Law; and**
- 12.8.4 **PBSA (Pty) Ltd, otherwise known as pbVerify, who provide a commercial service for DAFF for the validation of identification information against the Department of Home Affairs databases.**

13. DATA PROTECTION IN TERMS OF THE GENERAL DATA PROTECTION REGULATION

The User shall not be entitled to a User ID or to any access to the DAFF Online Certification Systems whatsoever until it has acknowledged that it has read DAFF’s Data Protection Policy (available at www.daff.gov.za) and has answered the questions indicated therein.

14. BREACH AND SUSPENSION

- 14.1 Unless otherwise provided in these Terms and Conditions should either Party (“**Defaulting Party**”) breach any of the terms of these Terms and Conditions and fail to remedy the breach 7 (seven) days after delivery by the aggrieved Party (“**Aggrieved Party**”) to the Defaulting Party of a written notice requiring the Defaulting Party to remedy such breach, then the Aggrieved Party may, without prejudice to any other right or remedy which may be available to the Aggrieved Party in terms of these Terms and Conditions or in law:
- 14.1.1 immediately cancel any agreement between the parties relating to the Resource and claim and recover from the Defaulting Party such damages (subject to the limitations of liability contained in these Terms and Conditions) as the Aggrieved Party has sustained as a result of such default, breach and/or cancellation; or
- 14.1.2 institute action for specific performance of the provisions of these Terms and Conditions and/or for damages (subject to the limitations of liability contained in these Terms and Conditions).
- 14.2 Should either DAFF or the User be successful in any legal claim against the other Party in the enforcement of its right/s in terms of these Terms and Conditions, such successful Party shall also be entitled to claim legal costs on an ‘attorney and client’ scale.
- 14.3 Notwithstanding clause 14.1 or any other clause in these Terms and Conditions, DAFF may at any time, unilaterally suspend and/or withdraw a User’s right to access the DAFF Online Certification Systems should such User fail to comply strictly with these Terms and Conditions.

15. TERMINATION OF IN TERMS OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT

- 15.3 If the User is a consumer in terms of the Electronic Communications and Transactions Act and such Act is applicable, the User may cancel these Terms and Conditions and any related credit transaction without reason and without penalty within 7 (seven) days of conclusion of these Terms and Conditions, in which event the User will no longer be entitled to have access to the DAFF Online Certification Systems.
- 15.4 The termination or expiry of these Terms and Conditions will not affect those provisions of these Terms and Conditions which of necessity must continue to have effect after such expiry or termination, notwithstanding that the clauses themselves do not expressly provide for this.

16. CIRCUMSTANCES BEYOND DAFF'S CONTROL (FORCE MAJEURE)

- 16.1 The term "force majeure" in these Terms and Conditions includes: the downtime of any external telecommunications line, power failure, Virus, fire, explosion, flood, riot, war, terrorist attack, accident, act of God, embargo, legislation, regulation or directive having the force of law, civil commotion, unrest or disturbance, non-availability of electricity, labour disputes, strikes, lock-out or any other cause resulting in the impossibility of performance in terms of these Terms and Conditions which is beyond DAFF's reasonable control whether similar or dissimilar to the causes described above ("**Force Majeure Event**").
- 16.2 If DAFF, despite its reasonable efforts, is prevented or hindered directly or indirectly by a Force Majeure Event from performing its obligations in terms of these Terms and Conditions, DAFF shall be relieved of having to perform such obligations as a direct result of the Force Majeure Event.
- 16.3 During the period that the Force Majeure Event exists and only to the extent that DAFF is prevented or hindered from performing its obligations in terms of these Terms and Conditions, DAFF will not be liable for any loss or damage whether direct, general, special, or consequential which the User may suffer as a direct result of the Force Majeure Event.

17. GENERAL

- 17.1 **Neither party may rely on or be bound by any representation, warranty, or promise that is not recorded in these Terms and Conditions.**
- 17.2 Subject to DAFF's rights in clause 3 above, no addition to, variation, novation or agreed cancellation of these Terms and Conditions shall be of any force or effect unless reduced to writing and signed by or on behalf of both DAFF and the User.
- 17.3 No waiver shall be of any force or effect unless reduced to writing and signed on behalf of both DAFF and the User.
- 17.4 No indulgence which either party may grant to the other party shall constitute a waiver of any of the rights of the grantor unless reduced to writing and signed by both parties.
- 17.5 The provisions of these Terms and Conditions shall bind the successors-in-title and the permitted assigns of the parties.
- 17.6 These Terms and Conditions supersede and cancel all prior agreements and or arrangements relating to the subject matter of these Terms and Conditions.
- 17.7 **The User may not assign or cede any of your rights or obligations in terms of these Terms and Conditions without DAFF's prior written consent. DAFF is entitled to cede, transfer and/or assign its rights and obligations in terms of these Terms and Conditions to its successor's in title or to any third party.**

17.8 Each term or condition of these Terms and Conditions is severable and in the event that any one or more of the terms and / or conditions is found to be unenforceable, then the remaining terms and conditions shall remain valid and enforceable.

17.9 These Terms and Conditions shall be binding and enforceable by and against the estates, heirs, executors, administrators, trustees, assigns and liquidators of the parties as fully and effectually as if they had signed these Terms and Conditions in the first instance and reference to any party shall be deemed to include such party’s executors, administrators, trustees, assigns or liquidators, as the case may be.

18. INFORMATION PROVIDED IN TERMS OF ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT:

The following information is disclosed by DAFF:

Full name and legal status:	Department of Agriculture, Forestry and Fisheries, an organ of State of the Republic of South Africa
Office bearers:	Ms P.T Schoole Chief Information Officer Department of Agriculture, Forestry and Fisheries Private Bag X250 Pretoria 0001
Place of business:	Agriculture Place 20 Steve Biko (Formerly Beatrix) Street Arcadia Pretoria 0002
Website:	www.daff.gov.za
Physical Address for receipt of legal service:	Agriculture Place 20 Steve Biko (Formerly Beatrix) Street Arcadia Pretoria 0002
Postal Address:	Agriculture Place 20 Steve Biko (Formerly Beatrix) Street Arcadia Pretoria 0002
Email Address:	CIO@daff.gov.za
Contact Telephone Number:	(012) 319 6527
Website at which the Manual published in terms of section 14 of the Promotion of Access to Information Act is available:	www.daff.gov.za/daffweb3/About-Us/Access-to-information

END OF TERMS AND CONDITIONS