



JOHANNESBURG HOUSING COMPANY

WEBSITE TERMS AND CONDITIONS

IN TERMS OF SECTION 11(3) OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS (ECT) ACT 25 OF 2002, THESE TERMS AND CONDITIONS ARE BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE JHC WEBSITE OR ANY PART THEREOF.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS YOU MUST LEAVE THE JHC WEBSITE IMMEDIATELY, AS FURTHER USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS.

DEFINITIONS AND INTERPRETATION

- a) **“JHC”** means the Johannesburg Housing Company, a Non-Profit Company, including its subsidiaries and business units is incorporated under section 21 of the Companies Act 71 of 2008;
- b) **“JHC website”** means the Johannesburg Housing Company NPC website located at www.jhc.co.za and includes any part or element thereof;
- c) **“User”** means any person who enters or uses the JHC website, notwithstanding the fact that such a person only visited the home page of the JHC website;
- d) References herein to the singular include the plural and vice versa; and
- e) Notwithstanding the fact that hyperlinks in these terms and conditions to copyright notices and legislation should be deemed part of these terms and conditions in terms of section 11 of the ECT Act, the fact that some or all of the hyperlinks may be non-operational, shall not play a role in determination of the validity and interpretation of these terms and conditions.

1. GENERAL

JHC is a Non-Profit Company and an accredited Social Housing Institution in terms of the Social Housing Act (No. 16 of 2008).



2. ALLOWED USE AND LICENSE

- 2.1 JHC licenses the User to view, download and print the content of JHC's website, provided that such content is used for personal, educational and/or non-commercial purposes only;
- 2.2 Content from JHC's website shall not be used or exploited by Users for any commercial and non-private purposes;
- 2.3 Users may only access and use the JHC website for lawful purposes;
- 2.4 The caching of the JHC website shall only be allowed if:
 - 2.4.1 The purpose of the caching is to make the onward transmission of the content from the JHC website more efficient;
 - 2.4.2 The cached content is not modified in any manner whatsoever;
 - 2.4.3 The cached content is updated at least every 12 (twelve) hours; and
 - 2.4.4 The cached content is removed or updated when so required by JHC.
- 2.5 If any User uses content from the JHC website in breach of the provisions detailed herein:
 - 2.5.1 JHC reserves the right to claim damages from the User;
 - 2.5.2 JHC reserves the right to institute criminal proceedings against the User; and
 - 2.5.3 JHC shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.
- 2.6 Hyperlinks to the JHC website from any other source shall be directed at the home page of the JHC website. JHC shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content from the JHC website, if such content was accessed through a hyperlink not directed at the home page of the JHC website. Persons that wish to link to content beyond the home page of JHC's website shall do so at their own risk and indemnify JHC against any loss, liability or damage that may result from the use of content from the JHC website, if such content was accessed through a hyperlink not directed at the home page of the JHC website;
- 2.7 No person may frame JHC's website, in any manner whatsoever, without the prior written consent of JHC;
- 2.8 Apart from bona-fide search engine operators and use of the search facility provided on the JHC website by Users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search or copy content from the JHC website for any purposes, without the prior written consent of JHC; and
- 2.9 All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by JHC at any time without giving reasons therefore.



3. INTELLECTUAL PROPERTY RIGHTS AND DOMAIN NAME USE

All intellectual property on the JHC website, including but not limited to content, trademarks, domain names, patents, design elements, software, databases, text, graphics, icons and hyperlinks are the property of or licensed to the JHC and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 2, all other rights to intellectual property on the JHC website are expressly reserved.

4. SOFTWARE AND EQUIPMENT

It is the responsibility of the User to acquire and maintain, at his/her own expense, the computer hardware, software, lines and access accounts required to access the Internet and the JHC website and/or download content from this website.

5. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT

Access to the services, content, software and content downloads available from the JHC website is classified as “electronic transactions” in terms of the ECT Act and therefore Users have the rights detailed in Chapter 7 of the ECT Act and the JHC has the duty to disclose the following information:

- 5.1 **The full name and legal status of the website owner:** Johannesburg Housing Company NPC
- 5.2 **Company Registration Number:** 1995/013843/08;
- 5.3 **VAT registration number:** 4070155140;
- 5.4 **Street address:** 141 Lilian Ngoyi Street, Corner Miriam Makeba Street, Johannesburg, 2001;
- 5.5 **Postal address:** P. O. Box 61738, Marshalltown, 2107;
- 5.6 **Physical address for receipt of legal service:** 141 Lilian Ngoyi Street, Corner Miriam Makeba Street, Johannesburg, 2001;
- 5.7 **Telephone Number:** +27 (0) 10 593-0200;
- 5.8 **Board of Directors:** Click [here](#) to view a list of JHC’s board of directors.
- 5.9 **Main business:** JHC is committed to urban regeneration through the provision of quality, value for money accommodation and service for all who choose to live in JHC projects and neighbourhoods, in a manner that is both sustainable and promotes growth.
- 5.10 **The website address of the JHC website is:** www.jhc.co.za;
- 5.11 **The official e-mail address of the JHC website is:** info@jhc.co.za;
- 5.12 **Membership of self-regulatory or accreditation bodies:**
 - 5.12.1 [National Association of Social Housing Organisations](#); and



5.12.2 [South African Property Owners Association](#);

5.12.3 [Social Housing Regulatory Authority \(SHRA\)](#)

5.12.4 [Estate Agency Affairs Board \(EAAB\)](#)

5.13 **Codes of conduct to which the JHC subscribes:** The internal code of conduct (business style) that JHC adheres to can be obtained by submitting a written request to Ms Elize Stroebel, JHC Chief Executive Officer - elize@jhc.co.za

5.14 **Copies of the Manual published in terms of section 51 of the Promotion of Access to Information Act 2 of 2000:** [Click here](#) to access and view JHC's Information Manual;

5.15 **Alternative dispute resolution:** Subject to urgent and/or interim relief, all disputes regarding:

5.15.1 access to the JHC website;

5.15.2 the inability to access the JHC website;

5.15.3 the services and content available from the JHC website; or

5.15.4 these terms and conditions,

shall be referred to arbitration in terms of the [expedited rules](#) of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Johannesburg in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client.

5.16 **The costs associated with the access and use of the JHC website are as follows:**
Free;

5.17 **Cooling-off period:** In terms of the operation of section 42(1)(d) of the ECT Act, the cooling-off provisions of the ECT Act do not apply to this web site; and

5.18 **Users may lodge complaints** concerning the JHC website at info@jhc.co.za. Users hereby assign the copyright in such complaints to the JHC and understand that the JHC may use, disclose and publish such complaints and is furthermore under no legal duty to answer, address or resolve such complaints.

6. CHANGES AND AMENDMENTS

JHC expressly reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice:

6.1 change these terms and conditions;

6.2 change the content and/or services available from the JHC website;

6.3 discontinue any aspect of the JHC website or service(s) available from the JHC website; and/or

6.4 change the software and hardware required to access and use the JHC website.



7. HYPERLINKS TO THIRD PARTY SITES

- 7.1 JHC may provide hyperlinks to websites not controlled by JHC (target sites) and such links do not imply any endorsement, agreement on or support for the content of such target sites; and
- 7.2 JHC does not editorially control the content on such target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access or content available on or through such target sites.

8. SECURITY

- 8.1 JHC shall take all reasonable steps to secure the content of the JHC website and the information provided by and collected from Users from unauthorised access and/or disclosure. However, JHC does not make any warranties or representations that content shall be 100% safe and secure;
- 8.2 JHC is under no legal duty to encrypt any content or communications from and to the JHC website and is also under no legal duty to provide digital authentication of any page on the JHC website;
- 8.3 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the JHC website or the server and computer network that support the JHC website;
- 8.4 Notwithstanding criminal prosecution, any person who delivers any damaging code to the JHC website, whether on purpose or negligently, shall, without any limitation, indemnify and hold JHC harmless against any and all liability, damages and losses JHC and its partners / affiliates may suffer as a result of such damaging code;
- 8.5 Users may not develop, distribute or use any device to breach or overcome the security measures of the JHC website and JHC reserves the right to claim damages any and all persons concerned with a security failure or breach; and
- 8.6 Any User who commits any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by the JHC and its partners / affiliates.

9. DISCLAIMER AND LIMITATION OF LIABILITY

- 9.1 Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, JHC (including its directors, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:
- 9.1.1 access to the JHC website;
 - 9.1.2 access to websites linked to the JHC website;
 - 9.1.3 inability to access the JHC website;



- 9.1.4 inability to access websites linked to the JHC website;
 - 9.1.5 content available on the JHC website;
 - 9.1.6 services available from the JHC website;
 - 9.1.7 downloads and use of content from the JHC website; or
 - 9.1.8 any other reason not directly related to JHC's gross negligence.
- 9.2 The JHC website is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy himself or herself, prior to entering into this agreement with JHC, that the content available from and through the JHC website meets the User's individual requirements and is compatible with the User's computer hardware and/or software;
- 9.3 Information, ideas and opinions expressed on the JHC website should not be regarded as professional advice or the official opinion of JHC and Users are encouraged to seek professional advice before taking any course of action related to the information, ideas or opinions expressed on the JHC website;
- 9.4 JHC does not make any warranties or representations that content and services available from the JHC website will in all cases be true, correct or free from any errors. JHC shall take all reasonable steps to ensure the quality and accuracy of content available from the JHC website and encourages Users to report incorrect and untrue information subject to the right of JHC to rely on its free expression rights and determine, in its sole and absolute discretion, the contents of this website; and
- 9.5 JHC does not make any warranties or representations that the JHC website shall be available at all times. Users acknowledge that the JHC website may be unavailable due to updates or other causes beyond the reasonable control of JHC, including, but not limited to virus infection, unauthorised access, power failure or other "acts of God."

10. REMOVAL AND CORRECTION OF CONTENT

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the JHC website to JHC and JHC undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

11. INTERCEPTION OF COMMUNICATIONS

- 11.1 Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User agrees to the JHC's right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the User to the JHC website, its staff and employees; and
- 11.2 The User agrees and acknowledges that the consent provided by the User in clause 12.1 satisfies the "writing" requirement as detailed in the ECT Act and the RIC Act.



12. ENTIRE AGREEMENT AND SEVERABILITY

- 12.1 Any failure by JHC to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision; and
- 12.2 In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

13. APPLICABLE AND GOVERNING LAW

Subject to clause 5.4, the JHC website is hosted, controlled and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use or inability to use the JHC website, its content, services and these terms and conditions.

14. LEGAL COSTS

JHC shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.

13 July 2021

