

TERMS AND CONDITIONS

IMPORTANT NOTICE

Your use of this and any other website of the Sports Science Institute of South Africa (SSISA) is subject to Terms and Conditions as set out below. By registering for a course with SSISA Education Hub or by indicating your acceptance of this Agreement, and any documents referred to in any of the clauses below, you agree to these Terms and Conditions for Learners.

1. Background to Agreement

1.1. The rights that you have to register for a course are set out in this Agreement. You can only register for a course if you agree to the terms of this Agreement.

1.2. If you do not agree, or do not have authority to enter into this Agreement, you may not register for a course.

2. Definitions

The following words and phrases have these meanings in this Agreement:

2.1. "Agreement" means this document and the terms of the relevant course for which you register, which are all deemed to form part of the Agreement.

2.2. "CPA" means the Consumer Protection Act No. 68 of 2008.

2.3. "Course Content" means written content, photographs, images, vectors, films, videos, animations or other audio / visual media offered in respect of a course in any way and using any medium, and includes portions and adaptations thereof.

2.4. "Course Fee" means the listed amount payable by you for your participation in a course.

2.5. "Database" means the collection of related data including, but not limited to, text, images sound and video, all of which have been created and integrated using a method of connecting and displaying the data into a collection of interrelated independent files or data which are stored together.

2.6. "SSISA Education Hub Site" means the Internet website at URL <https://ssisa.ed.com> , or another URL that we may use for these purposes which is to provide access to and participation in our courses, and includes reference to the hardware and Software operated together as a system to constitute the website.

2.7. "Intellectual Property Rights" means copyright, patents, registered designs, trademarks (whether registered or not) , trade secrets, database rights, design rights, service marks and other intellectual property rights and rights to claim something as confidential information, including in other jurisdictions that grant similar rights.

2.8. “Knowledge Partner” means a third party with whom we contract to assist us with the development of Course Content, and course materials.

2.9. “Permitted Use” means the way you are allowed to participate in a course in terms of this Agreement.

2.10. “Party” means you or us, as the context requires, and “parties” shall have a corresponding meaning.

2.11. “Personal Information” is as defined in the Protection of Personal Information Act 4 of 2013.

2.12. "Profile" means your account on the SSISAed Moodle Site (SMS) and includes reference to your login credentials, and all information held by us that you can access via the SiSSAed moodle Site.

2.13. “Prohibited Use” means participation in a course that is not a Permitted Use and / or that is described as a prohibited use.

2.14. "Software" means any computer programme (whether source- or object code), as well as any database structure or content, artistic work, screen layout, cinematograph film, sound recording, preparatory material, user or technical documentation or any other work created in connection therewith and any modifications, enhancements or upgrades thereto.

2.15. “Us”, “we” or “our” means Sports Science Institute of South Africa NPC (SSISA), a company in terms of the company laws of the Republic of South Africa with registration number 1994/000250/08, and also includes reference to our holding company and its subsidiaries. The SSISA is a company that provides services and products in health and fitness industry. The company physical address is Boundary road Newlands, Cape Town. The contact number and email address are 021 659 5637, support@ssisaed.com.

2.16. “Use” in relation to the Course Content or materials means to reproduce, publish, perform, broadcast, transmit, adapt and / or create derivative works thereof.

2.17. “VAT” means value added tax payable in terms of the Value-Added Tax Act, No 89 of 1991, as amended.

2.18. “SSISAed Moodle Site” (SMS) means the Internet website at ssisaed.com which is the learner management system and payment system used to facilitate the interaction between you and us.

2.19. “Working Day” means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa.

2.20. “You” or “your” refers to you, or any other person or entity that you have full legal authority to bind and on whose behalf you may be accepting this Agreement.

3. Use of site

You may only use this site to browse content, make legitimate purchases and shall not use the site for any other purposes, including without limitation, to make any speculative false or fraudulent purchases.

By making use of this site, you acknowledge that you have read the terms and conditions and agree to be bound by and comply with them.

4. Copyright

All rights reserved. No part of this site and the content may be reproduced in any material form (including photocopying or storing it in any medium by electronic means and whether or not transiently or incidentally to some other use of this publication) without the written permission of the copyright owner, the Sports Science Institute of South Africa (SSISA).

The Sports Science Institute of South Africa and SSISA Education Hub strives to ensure at all times that the contents of its websites are accurate and up-to-date. The Sports Science Institute of South Africa and SSISA Education Hub does not accept any responsibility for how the contents of its websites and published products may be interpreted and/or applied and/or the outcome or consequence of any independent interpretation and/or application of the websites and published products.

The company has, where applicable made every effort to trace the copyright holders. If they have inadvertently been overlooked, they will be pleased to make the necessary arrangements at the first opportunity.

All contents on the Sports Science Institute of South Africa and SSISA Education Hub website that constitutes Intellectual Property, such as trademarks and logos (whether registered or unregistered), patents or designs, is either the property of Sports Science Institute of South Africa or is used by authority of the legal Proprietor thereof. You may not copy, display, reproduce, distribute, modify, transmit, republish, upload, post, transmit or otherwise use this Intellectual Property in any way for any public or commercial purpose, without the prior and express written consent of the legal proprietor of such Property. 'Deep-linking', 'embedding' or using analogous technology is strictly prohibited.

Unauthorised use of this site and/or materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws.

5. Agreement

5.1. Acceptance. By registering for a course, or by indicating your acceptance of this Agreement in any other way, you agree to the terms of this Agreement.

5.2. Separate Agreements. This is not a master agreement: each time you register for a course, you enter into a separate Agreement for that course subject to the terms of this Agreement.

5.3. Conflict. If there is any conflict between the contents of this document and the contents of the relevant course for which you register or any other of the documents that make up the Agreement, then the provisions of this document will prevail.

5.4. Minors. If you are a minor, that is, less than 18 years of age, you must obtain the assistance of an adult who is responsible for you and is your guardian for you to enter into this Agreement.

5.5 A Learner choosing to purchase any of the courses offered by SSISA Education Hub and electing to utilise the online learning platform, shall need to have access to a computer and/or laptop as well as a stable internet connection as the online platform cannot function without such a connection.

5.6 SSISA Education Hub cannot be held liable in any manner or form due to a Learner not having the required access to a computer or laptop and a stable internet connection.

6. Course Registration

6.1. Registration online. You must register for courses using the SSISA Education Hub Site and you may not register for a course without agreeing to the terms of this Agreement.

6.2. Accurate information. All information or data of any nature whatsoever that you provide to us when you register for a course must be true, accurate, and complete.

6.3. Suitability of course. Prior to participating in any course offered by us, you must satisfy yourself as to the relevance and suitability of the course for your requirements, and confirm with any relevant industry or commercial body, should you require this, that the course meets the necessary requirements set out by the industry or commercial body.

6.4. No liability for course outcomes. We cannot be held liable should the successful completion of the course not meet specific industry or body standards. We cannot guarantee your suitability for a particular course based on the levels of difficulty. We cannot be held liable if after the completion of a course, you are not able to obtain employment or promotion within your chosen field of study, or otherwise.

6.5. Commencement of courses. You will only receive confirmation as being registered for a course, and be allowed access to the SMS, once you have made payment for the course in accordance with the payment plan you select.

6.6. Suspension for non-payment. If you select a payment plan, where this is permitted, and you fail to make payment as agreed, then we may remove you from the course or suspend your participation in the course. In such cases you will lose access to the SMS and this will affect your learning activities until such time as the necessary payment has been made.

6.7. Reminders. We may contact you in relation to payment reminders by way of email, sms, telephone calls or other means as determined applicable.

6.8. Dispute. If there is a dispute between you and us relating to the payment of any course fee, or the way in which you use the SMS, we may at our sole discretion suspend your participation in the course for the period of the dispute.

7. Operation of Profile

7.1. Set-up of Profile. Upon registration for a course a Profile will be set up for you. If you already have a Profile, you will use your existing Profile for the new course.

7.2. Purpose. You agree that your member name and password are for your use only and that you will not share this information with anyone else.

7.3. Unauthorised Use. You agree and acknowledge that you will contact us immediately should you experience any unauthorised use of your Profile details.

7.4. Your Responsibility. You accept that you are responsible for the consequences of your use of your Profile, and for maintaining it and all information in it. We do take security seriously, but as the

user, you accept all risks of any unauthorised access that could occur regarding your personal information. Although this is not a likely scenario, we want you to be aware of every effort we take on your behalf.

7.5. Access.

7.5.1. You will have access to your Profile by means of a username and password.

7.5.2. Access to the Profile will allow you to participate in courses and other facilities provide via the SMS , and make changes to your personal information.

7.5.3. If you forget your username or password, we will only take steps that we regard as being secure to ensure that you re-gain access to your Profile.

7.5.4. If you are suspended from participation in a course we may suspend access to your Profile.

7.6. Use of Profile. You agree:

7.6.1. not to divulge your username or password to any other person; and

7.6.2. not to impersonate any other person in dealing with us, and particularly not to access the SMS using another user's username and password.

7.7. Disputes. If there is a dispute as to which party has the right to operate a Profile, we may:

7.7.1. Deny access to the Profile pending the outcome of the dispute to our satisfaction, and / or

7.7.2. Transfer the Profile to the party claiming a right to it if we are satisfied that the Profile was registered on behalf of that party.

8. Customer privacy policy

8.1. The SSISA shall take reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: http://www.polity.org.za/attachment.php?aa_id=3569.

8.2. Information gathered from the SMS. Information gathered when you register on or visit the SMS may include your member name and password, name, surname, identity number, date of birth, postal and physical address, email address, and telephone numbers.

8.3. Use of Personal Information. We will not, in any way, disclose or sell any of the Personal Information provided by you to a third party not affiliated with us although we may use the information within our company, for amongst other things to improve the content and usability of the SMS. We will share your Personal Information with the Knowledge Partner relevant to your course, if this is applicable to a course for which you register.

8.4. Unsubscribing from emails. We will use your Personal Information if required to provide you with customer service and in order to communicate with you regarding the course for which you are registered.

8.5. Disclosing of Personal Information. We may disclose your Personal Information to third party service providers who perform services on our behalf.

8.5.1. We may hire other companies to process payment, store data, host the SMS and the like, and these third party service providers will be permitted to obtain only the Personal Information they need to provide the service and must protect your Personal Information to the same extent as we do.

8.5.2. We reserve the right to disclose your Personal Information if required or permitted to do so by law.

8.5.3. We have partners with whom we have close associations and who provide us with course content, and with whom we contract in order to assist us with the management and presentation of the courses we offer.

8.5.4. We may provide marketing communications and notices to you electronically by posting them on the SMS or, at our election, by sending an email to the email address you provided to us when you registered or downloaded our content. You may withdraw your consent to receive communications from us electronically by clicking on the opt-out link provided in our emails.

9. Course content and delivery

9.1. Language Format. Course content is presented in English and all course material that is required for assessment purposes should be written by Learners in English.

9.2. Format of Courses. All courses are delivered entirely online by way of a virtual learning environment, and course-related documentation is provided in electronic format (e.g. PDF, MS Word) and can be accessed through our Site.

9.3. External websites. We are not responsible for technical support for any external websites. Courses that require you to use external websites do so to achieve the best learning outcomes for the Learners. You are required to contact the support services of the relevant external websites themselves.

9.4. Content format. Videos are provided in the majority of course modules. If you are using a slower internet connection, attempting to view these videos may be difficult.

9.5. Devices. Our course content and method of delivery to you may not be fully compatible with all mobile devices, and therefore to participate effectively in our courses, you must have access to a desktop computer or a laptop computer. You will be required to meet the cost of internet access yourself and of any upgrades required to your desktop computer.

9.6. Course presenter. Course-presentation based queries and are attended to by the course presenter from Monday – Friday, 8am – 5pm (South African time). The course presenter is available for queries by email. The course presenter will endeavour to respond to queries within a 48-hour period.

9.7 Administrative support services. Administrative based queries and are attended to by the administrator from Monday – Friday, 8am – 5pm (South African time). The administrator is available for queries by email. The administrator will endeavour to respond to queries within a 48-hour period.

9.8. Technical support. The Technical Support team is available to handle any technical related queries that you may have during your experience on the course. Support is offered from the Technical Support Officer who can be contacted by email and telephone. The Technical Support Officer will endeavour to respond to queries within 12 working hours from Monday – Friday, 8am – 5pm (South African time). All queries will come to the administrative support team and be elevated to technical support where required.

9.9. Retention of Rights. Despite anything that may appear elsewhere in this Agreement:

9.9.1. All rights in and to the course content, including Intellectual Property Rights, are retained by us.

9.9.2. Nothing in this Agreement is to be interpreted as an assignment of any Intellectual Property Rights in the Course Content to you or to any third party.

9.9.3. We will own the Intellectual Property Rights to any adaptations made to the course content.

9.10. Enquiries. If you are not certain whether a proposed activity is a Permitted Use or a Prohibited Use, you should contact us using the contact details published on the SMS.

9.11. Entry Requirements. In order to complete the course you must have a current email account, access to a computer and stable internet connection as well as be familiar with the internet and computers including: how to read documents in Adobe PDF Reader, view PowerPoint presentations, and read and create documents in Microsoft Office. In addition to this, you will need to install Adobe Flash Player to view the video lectures available in each module or have a browser that is HTML 5 compliant.

9.12. Additional Requirements. Certain courses may require additional software and resources, as stipulated by the course when you register and as communicated to you at the beginning of the course. You are required to obtain the necessary software and resources required. We are not responsible for providing these additional requirements.

9.13. Knowledge Partners. Certain courses presented by us are approved by a Knowledge Partner, and unless otherwise stipulated, are not accredited by that institution. Credits are therefore not awarded upon successful completion of the short course by the specific Knowledge Partner.

9.14. Permitted Use. Permitted Use of course content:

9.14.1. Only you are allowed to participate in the course.

9.14.2. Any other uses that we approve in advance in writing.

9.15. Prohibited Use. You may not do anything with the course content that is not expressly described as a Permitted Use. For the avoidance of doubt the following are prohibited:

9.15.1. to the extent that Software is contained within the course content or anywhere on the SMS, reverse engineer, decompile, or disassemble any part of such Software;

9.15.2. removal of any notice of copyright, trade-mark or other proprietary right from any place where it is on or embedded in the course Content (an example of this would be to edit the IPTC data);

9.15.3. sub-license, re-sell, rent, lend, assign, donate or otherwise transfer or distribute the course content or the rights granted under this Agreement;

9.15.4. make available copies of the course content on a network server or web server for Use by others; and

9.15.5. use, display or otherwise make available the course content, or any other materials, in an electronic format that enables it to be downloaded or distributed to any third party via mobile devices or shared in any peer-to-peer or similar file sharing arrangement, or by any other means.

10. Assessment

10.1. All assessments for the short courses are in a multiple choice format. There are usually four multiple choice questions per module. A person must get all questions correct before being able to receive a certificate of completion. There are no limits on how many times a person may take the assessment. Once a person has completed all the assessments they will be able to download a certificate of completion.

11. Feedback

11.1. Each student will be required to provide feedback on the specific short courses they have completed. This feedback will remain anonymous at all times and may be used for an internal review of the course or marketing purposes. If any comment is associated with a specific name, permission would be requested in writing.

12. Cancellations and refunds policy

12.1. Refunds. Refunds for cancellation will be paid in the following circumstances:

12.1.1. If a refund is requested within seven days of purchasing the course but no material has been accessed or downloaded : You will receive a full refund to the extent payment has been made, less 10% administration fee of the listed course fee

12.1.2. If a refund is requested but more than 50 % of the course has been accessed, you will be held liable for 50% of the listed course fee.

12.2 Learners who request refunds on an ongoing basis will not be allowed to register for courses.

12.3. Insufficient demand. We reserve the right to cancel the course if there is insufficient demand. In this case, you will receive a full refund, but no interest will accrue on any such amounts refunded.

13. Pricing, Payment & Delivery

13.1. Payment. You may only pay the course Fee by credit card

13.2 You will be redirected to the secure site of our payment gateway, which is not owned by the SSISA or under SSISA's control, and for which SSISA is not responsible in law. Card transactions will be acquired for SSISA via PayGate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy. You warrant that you are fully authorized to use the credit card

supplied for the purpose of paying for your purchase. Customer details will be stored separately by SSISA separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to www.paygate.co.za.

13.3 On receipt of payment the client will immediately has access to the short course they have selected.

13.4. Tax Invoices in Electronic Format. If we send you an invoice, or any similar document, you consent to us issuing to you, and the receipt by you, of such invoice or document in electronic format.

13.5. Credit card payments. We will request your credit card number and billing address when you make a purchase. This information is processed securely by us.

13.6. Merchant outlet country and transaction currency. The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. The price of courses is reflected in South African rand (ZAR), and no other currency will be accepted as payment from you.

13.7. Bank Charges. Payments made from any country or jurisdiction which entails the levy of bank charges for payments made to us are liable for the bank charges associated with international transactions and you must make provision for this additional cost when making payment to us.

13.8. Payment reference. When making payment to us, you must ensure that your invoice number is reflected as a reference on your payment, and we will not be held liable if we are unable to locate your payment and as a result, you are suspended from participation in a course.

13.9. Payment of VAT. Unless the contrary is stated, all listed course Fees are inclusive of VAT.

13.10. You hereby consent that in the event of any amount payable in terms hereof not being paid on due date, SSISA shall be entitled to transmit details, including personal and adverse information concerning you to a credit bureau regarding the manner in which you performed in complying with you obligations in terms hereof, and that the credit bureau may share such information with its customers and other registered credit providers, provided SSISA has given you at least 20 business days' notice of its intention to submit such information to the credit bureau.

13.11. In the event that SSISA is required to take any steps against you to recover any amounts that may be due or payable to SSISA, you agree to reimburse SSISA for all collection costs and / or for all legal costs incurred by SSISA on the Attorney and Own Client scale.

14. Certificates

14.1. Issue of Certificate. Certificates of completion are issued with your legal name if you successfully complete the course according to the stipulated requirements for award of certificate. No certificate will be issued if you do not meet the stipulated requirements for the award of certificate. A person will have access to the course content and certificate for a year.

15. Plagiarism

15.1. Definition. Plagiarism can be defined as the intentional or unintentional use of another's work without providing reasonable and appropriate credit to the author or source of the work. Plagiarism includes, but is not limited to, the use of another's words, ideas, opinions, theories or data.

15.2. Refraining from Plagiarism. You must refrain from dishonest conduct in completing your activities and must not copy the work of fellow Learners or published sources, including from websites.

15.3. Declaration. Each activity will include a plagiarism declaration, which must be submitted together with your activity. You alone are accountable for your own work.

15.4. Reporting of Plagiarism. In addition, we may report to any applicable Knowledge Partner, any instances of plagiarism in which you engage.

15.5. Plagiarism consequences. If you are found guilty of plagiarism, we reserve the right in our sole discretion either: to issue you with a warning; impose a penalty on your activity; suspend or expel you from the course. Should you be expelled for plagiarism, we will not be liable for any refund of course fees paid.

16. Warranties - General

16.1. Intellectual Property Rights Warranty. We warrant that in providing you with course content and course materials to you on the terms set out in this Agreement we are not infringing any third party's Intellectual Property Rights.

16.2. Limited Warranty. Courses and their content are provided "as is" without representations or warranties of any kind, whether express or implied, in respect of this website and contents, and in particular makes no representations or warranties regarding the quality of the course content or the fitness of the course content for the purpose for which you acquired it.

16.3. The owner of this site, the authors of these contents and in general anybody connected to this site in any way, from now on collectively known as the 'Providers', shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including – without limitation – data loss, revenue lost and lost profit) which may result from the inability to use or the correct or incorrect use, abuse or misuse of these contents, even if the Providers have been informed of the possibility of damages. The Providers cannot assume any responsibility or obligation.

The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

16.4. Consumer Protection Act (CPA). If the CPA is applicable to this Agreement, the provisions of this Agreement or of this clause will not be interpreted so as to exclude your rights under sections 54, 55, and 56 of the CPA, which are admitted only to the minimum possible extent. Unless the contrary is stated elsewhere in this Agreement, you will have no rights in respect of quality of service, safe & good quality goods or implied warranty of quality beyond those explicitly stated in this Agreement or the aforementioned sections.

17. Limitations of liability and indemnity

17.1. Limitation of Liability. You agree that we will not be liable for any damages that you or any third party might suffer that relate to or arise from this Agreement, whether or not anyone anticipated or should have anticipated that the damages would occur. The excluded damages include direct damages, as well as indirect or consequential damages (such as loss of profits, business, goodwill, revenue or anticipated savings).

17.2. Indemnity. You agree to indemnify and hold us harmless in respect of any claim that a third party might bring against us that relates to or arises from this Agreement.

17.2.1. This indemnity includes claims arising from use of your Profile that does not comply with clause 5, or if we transfer your profile to another person, or if another person accesses your profile without your consent.

17.2.2. This indemnity also includes all liability or loss that we might suffer as a result of a claim, including legal costs on the scale as between attorney and own client and any additional legal costs.

18. Termination

18.1. Plagiarism. We may terminate your participation in any course in the event that you are found guilty of plagiarism. Plagiarism is deemed a breach of contract and no refunds will be issued should your participation be terminated.

18.2. Termination for Breach. If you commit any other material breach of this Agreement and fail to remedy the breach within 5 (five) Working Days after having received a written notice to do so, we may terminate this Agreement without further notice to you, and you will not be able to participate further in the course for which you have registered, and you will not be entitled to any refund of the Course Fee.

18.3. Right to Claim Damages. Termination of this Agreement will not affect our right to claim damages against you for breach of this Agreement and / or copyright infringement.

19. Disputes

19.1. Arbitration. Any dispute between you and us arising out of or in connection with this Agreement will be submitted to confidential arbitration. The arbitration will be held in Cape Town (South Africa), subject to the arbitral law of South Africa. The parties consent to the sole jurisdiction of the High Court of South Africa in adjudicating disputes arising from or connected with the arbitration. The Arbitration Foundation of South Africa will act as the appointing authority.

19.2. Urgent relief. Nothing will restrict Our right to apply to a competent court for relief should Our Intellectual Property Rights be violated or threatened, and the parties consent to the jurisdiction of the Western Cape Division of the High Court of South Africa for such purposes.

19.3. CPA. If the CPA prevents Us from choosing which tribunal hears disputes with you, then this clause will not restrict you from approaching a tribunal as described in the CPA.

20. Force Majeure

20.1. Neither party will be liable for any delay in performing or any failure to perform any obligations under this Agreement due to any cause beyond their reasonable control, including but without being limited to any of the following: strikes, lock outs or other industrial action, sabotage, terrorism, civil commotion, riot, invasion, war, threat of or preparation for war, fire, explosion, failure of electrical supply, storm, flood, subsidence, epidemic or other natural physical disaster, impossibility of the use of railways, shipping aircraft, motor transport or other means of public or private transport; any act or policy of any state or government or other authority having jurisdiction over either party, sanctions, boycott or embargo.

21. Domicilium and notices

21.1. This website is governed by the laws of South Africa and SSISA chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

21.2. The parties choose domicilium citandi et executandi ("domicilium") for the purposes of giving any notice, the serving of any process and for any other purpose arising from this Agreement as follows:

- SSISA at Boundary Road, Newlands, 7700
- You at the address as indicated on registration.

21.3. Each of the parties shall be entitled from time to time by written notice to the other to vary its domicilium to any other address within the Republic of South Africa.

21.4 Any notice required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.

21.5. Any notice given and any payment made by one party to the other ("the addressee") which:

- is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
- is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being, shall be presumed, until the contrary is proved, to have been received by the addressee on the seventh day after the date of posting;
- is given by telefax, shall be deemed (in the absence of proof to the contrary) to have been received within 1 (One) hour of transmission where it is transmitted during normal business hours of the receiving instrument and within 48 (Forty-eight) hours of transmission where it is transmitted outside those business hours.

22. Interpretation & General

22.1. Whole Agreement. This Agreement is the whole of the agreement between the parties hereto, and no document or statement not mentioned above will form part of it. Only a written variation, waiver or cancellation agreed to by both parties will be of any effect.

22.2. Applicable Law & Jurisdiction. The law of the Republic of South Africa will apply to this Agreement, its interpretation and any matter or litigation relating to or arising from it, and the parties consent to the jurisdiction of the courts of Republic of South Africa in this regard.

22.3. Survival. For the avoidance of doubt, any provision of this Agreement that anticipates any right or duty extending beyond the termination or expiry of this Agreement will survive the termination or expiry of this Agreement and continue in full force and effect.

22.4. No Indulgence. If one party chooses not to enforce any part of this Agreement, that does not mean that the party cannot enforce that part at a later time. If any part of the Agreement is found to be unenforceable, the rest will still be enforceable.

22.5. Representatives. The signatories hereto acting in representative capacities warrant that they are authorised to act in such capacities, and accept personal liability under this Agreement should they prove not to be so authorised.

22.6. Reading Down. If a provision of this Agreement is reasonably capable of an interpretation which would make that provision valid and enforceable and an alternative interpretation that would make it void, illegal, invalid or otherwise unenforceable, then that provision shall be interpreted, so far as is possible, to be limited and read down to the extent necessary to make it valid and enforceable.

22.7. Severance. In the event that any part of this Agreement is found to be partially or fully unenforceable because it does not comply with any law, or for any other reason, this will not affect the application or enforceability of the remainder of this Agreement.

23. Variation

23.1. SSISA may ,in its sole discretion, change this agreement or any part thereof at any time without notice