

# Natural Capital Consulting (Pty) Ltd Terms and Conditions

## Introduction

1. This website can be accessed at [www.natcapc.com](http://www.natcapc.com) and is owned and operated by Natural Capital Consulting (Pty) Ltd hereafter referred to as ("NCC").
2. These website terms and conditions govern the relationship between the client requiring independent research services, possible training and facilitation as well as consultations, as well as the use of the website for a number of countries, including but not limited to South Africa.
3. These terms and conditions are binding and enforceable against every person that accesses or uses this website. By using this website, the client acknowledges that they have read, and agree to be bound by these terms and conditions.
4. Below, are the terms and conditions of NCC. Should you have any queries regarding these terms and conditions, please email NCC at [info@natcapc.com](mailto:info@natcapc.com)

## Important Notice

5. These terms and conditions apply to clients who are consumers for the purposes of the Consumer Protection Act, Act 68 of 2008 (the "CPA").
6. These terms and conditions contain certain provisions that may:
  - a) limit the risk or liability of NCC; and/or
  - b) create a risk or liability for the client; and/or
  - c) compel the user to indemnify NCC; and/or
  - d) serve as an acknowledgement, by the client of fact.
7. If there is a provision in the terms and conditions that the client does not understand, it remains the responsibility of the client to request clarification or an explanation from NCC before accepting the terms and conditions, or continuing with use of the website.
8. Nothing in the terms and conditions is intended, or should be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created either for the client or NCC in terms of the CPA.
9. NCC permits the use of this website subject to the terms and conditions. By making use of this website in any way, the client is deemed to have accepted the terms and conditions unconditionally.

## Use of the website

10. By using the website, the client warrants that he/she is not younger than 18 (eighteen) years of age and is of full legal capacity.
11. The client agrees not to, in any way, use any device, software or other instrument to interfere or attempt to interfere with the proper working of the website.

12. The client agrees not to, in any way, display, publish, copy, print, post or otherwise use the website and/or the information contained therein without the express prior written consent of NCC.

#### Electronic communications

13. By visiting the website, and/or the submission of e-mails by the client to NCC, the user consents to receive communications from NCC and/or any partners of NCC electronically in accordance with the privacy policy of NCC.

#### Costing and payment

14. The costing of any services rendered will be at the price as per NCC's quotation.

15. Any advertisements placed by NCC are for guideline purposes only and will not be binding on NCC. NCC further has the right, from time to time, for any reason and without notice to the client, to change the costing of any services.

16. Notwithstanding the request for the rendering of services by the client, and the acceptance thereof by NCC, NCC may revise the quotations or costing with or without notice to the client, *inter alia* in the event of an increase in the rendering of such services or currency fluctuations which occur after the date of request.

17. The client will pay to NCC the amount agreed upon, into an account specified by NCC to the client in writing from time to time, free of deduction, demand, set-off, bank charges or commission.

18. All amounts due and payable to NCC will be made directly to NCC. No payment made to NCC's employees, agents or third parties will be regarded as proper payment to NCC.

19. No discount or rebate granted to the client will be binding on NCC unless the Director has agreed to such discount or rebate in writing.

20. Should the client fail to make any payment, or any portion thereof, timeously, NCC will be entitled at its sole discretion to withdraw or reverse any agreed upon discount or rebate.

21. Unless the client objects to any amount due and payable within 7 (seven) days of the issued invoice, the client will be deemed to accept that the invoice is correct.

22. Notwithstanding the timeous raising of a dispute of liability by the client, the client may under no circumstances, be entitled to withhold payment in respect of the services rendered by NCC, pending the resolution of such dispute.

#### Instructions for services to be rendered

23. All instructions for the rendering of any services must be done in writing.

24. All verbal instructions may be accepted by NCC, however, NCC will not be responsible for any errors or misunderstandings occasioned by the client's failure to reduce such instructions to writing.
25. NCC may require a deposit to be paid when an instruction is submitted.

### Ownership and Copyright

26. The contents of the website, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade marks, patents, designs and service marks which are displayed on or incorporated in this website are protected by law, including but not limited to copyright and trade mark law. The website content is the property of NCC.
27. The client will not acquire any right, title or interest in or to the website or the contents thereof.
28. Any use, distribution or reproduction of the website and/or its content is strictly prohibited, unless expressly authorised in terms of these terms and conditions, or otherwise provided for in law.
29. Where any of the website content has been licensed to NCC or belongs to any third party, the clients' rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time. The client hereby agrees to such terms and conditions.

### Disclaimer

30. The use of this website is entirely at the clients' risk, and the clients assume full responsibility for any risk or loss resulting from use of the website or reliance on any information on the website.
31. Whilst NCC takes all reasonable measures to ensure that the content of the website is accurate and complete, NCC makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the website or as to the accuracy, completeness or reliability of any information on the website. If any such representation or warranties are made by NCC's representatives, NCC will not be bound by it.
32. NCC disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with the clients' access to or use of the website and/or any content therein, unless otherwise provided by law.
33. In addition to the disclaimers contained elsewhere in the terms and conditions, NCC also makes no warranty or representation, whether express or implied, that the information available on the website are free of viruses, spyware, malware, Trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security, functionality or content of the clients' computer system, computer network, hardware or software in any way.

The client accepts all risks associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or the clients' hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of NCC, its employees, agents or authorised representatives. NCC thus disclaims all liability for any damage, loss or liability of any nature whatsoever, arising out of, or in connection with the clients' access to use of the website.

#### Linking to third party websites

34. This website may contain links or references to other websites which are outside the control of NCC. These terms and conditions do not apply to those websites and NCC is not responsible for the practices and/or privacy policies of those websites or the 'cookies' that those sites may use.
35. Despite the fact that this website may refer to other websites, the clients' use of such websites is entirely at the risk of the client, and NCC will not be responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the clients' use of such website or the clients' reliance on any information contained therein.

#### Limitation of liability

36. NCC cannot be held liable for any inaccurate information published on the website, except where such liability arises from the gross negligence or wilful misconduct of NCC, its employees, agents or authorised representatives.
37. NCC will not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from the clients' use of, or reliance on, the website or the content contained in the website, or the clients' inability to use the website, and/or unlawful activity on the website and/or any linked third party website.
38. The client hereby indemnifies NCC against any loss, claim or damage which may be suffered by the client or any third party arising in any way from the clients' use of this website, and/or any linked third party website.

#### Availability

39. NCC will use reasonable endeavours to maintain the availability of the website, except during scheduled maintenance periods, and reserves the right to discontinue providing the website or any part thereof with or without notice to the client.

## Governing law and jurisdiction

40. These terms and conditions and the relationship between NCC and the client, and/or any dispute arising from or in connection with these terms and conditions will be governed and interpreted in accordance with the laws of the Republic of South Africa. The clients' continued use of the website will constitute the clients' consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these terms and conditions.
41. In the event of any dispute arising between the client and NCC, the client hereby consents to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Johannesburg) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.
42. Nothing in this clause or the terms and conditions limits the clients' right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

## Notices

43. NCC hereby selects 306 Northcliff Atrium, 189 Beyers Naude Drive, Northcliff, 2195 as its address for the service of all formal notices and legal processes in connection with these terms and conditions. NCC may change this address from time to time by updating these terms and conditions.
44. Notices must be sent either by hand, prepaid registered post or email and must be in English. All notices sent -
  - a. by hand will be deemed to have been received on the date of delivery;
  - b. by prepaid registered post, will be deemed to have been received 10 days after the date of posting; and
  - c. by email will be deemed to have been on the date indicated in the "read receipt" notification. All email communications between the client and NCC must make use of the "read receipt" function to serve as proof that an email has been received.

## Information

45. For the purposes of the ECT Act, NCC's information is as follows, which should be read in conjunction with other terms and conditions contained on the Website:
  - a. Full name: Natural Capital Consulting (Pty) Ltd registered in South Africa with registration number 2016/181930/07.
  - b. Main business: Research, Consulting and Advisory services

- c. Physical address for receipt of legal service: 306 Northcliff Atrium, 189 Beyers Naude Drive, Northcliff, 2195 or P O Box 1750, Randburg, 2125.
- d. Official email address: info@natcapc.com
- e. PAIA: The manual published in terms of section 51 of the Promotion of Access to Information Act 2000 is under development.

## General

- 46. NCC may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the website.
- 47. Any failure on the part of the client or NCC to enforce any right in terms hereof will not constitute a waiver of that right.
- 48. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- 49. No variation, addition, deletion, or agreed cancellation of the terms and conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.
- 50. No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show, grant or allow to the other (the "grantee") will constitute a waiver by the grantor of any of the grantor's rights and the grantor will not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.
- 51. These terms and conditions contain the whole agreement between the client and NCC and no other warranty or undertaking is valid, unless contained in this document between the parties.