

## **1. TERMS AND CONDITIONS FOR THE USE OF THE CCMA WEBSITE**

- 1.1. Any person ("the User") accessing this website and either perusing, downloading or seeking to apply any information of the Commission for Conciliation, Mediation and Arbitration (CCMA) or any information stored on the website is subject to, and agrees to the terms and conditions set out in this legal notice.
- 1.2. If the User does not wish to be bound by these terms and conditions, the User may not access, display, use or download and/or otherwise copy or distribute content obtained from this website as further use shall be automatically binding on such User.

## **2. GENERAL**

- 2.1. The CCMA website provides information, guidelines, services, and products relating to its mandate which emanates from the Labour Relations Act, 1995 (Act No. 66 of 1995), as amended.
- 2.2. The CCMA's electronic case referral and applications platform; known as the "*e-Referral Platform*" enables Users to refer a case, apply for condonation, and thereafter track the progress electronically.

## **3. INTELLECTUAL PROPERTY RIGHTS**

- 3.1. All content, except for legislation and the codes of good practice, but including, data, and trademarks, including software, technology, databases, graphics, icons, hyperlinks, private information, designs, programmes, publications, products, processes, or ideas described in the CCMA's website are subjected to intellectual property rights, which are the property of or licensed to the CCMA and as such are protected from infringement by South African legislation. As such the CCMA's rights are expressly reserved in respect of any use/reproduction of information infringing on the CCMA's intellectual property rights.

## **4. ALLOWED USE AND LICENSE**

- 4.1. The CCMA hereby grants the User permission to view, download and print the material and/or content made available on and through the CCMA website for the purposes of accessing the material or content, provided that such material or content is only used for personal knowledge, educational and/or non-commercial purposes. No further reproduction or any form of distribution of the material or content is allowed.
- 4.2. The CCMA hereby grants the User the right to use the CCMA's *e-Referral Platform* to refer a case for conciliation or arbitration, and to apply for condonation.
- 4.3. The CCMA's *e-Referral Platform* shall not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of the CCMA.
- 4.4. The CCMA reserves the right to take any legal action it deems necessary to protect its intellectual property and to address any other breach of the provisions detailed in this document.

## **5. DISCLAIMER**

- 5.1. Information on this website is intended to provide general information on a particular subject(s) and should not be regarded as an exhaustive, all-inclusive, up to date or the current position in law of the of subjects(s).
- 5.2. It is the sole and absolute responsibility of the User to ensure and satisfy him- / her- / itself that this website and / or its content will meet the User's requirements. The information, ideas and opinions expressed on this website are not the only positions, opinions or advice available on any specific subject matter to which these may relate, nor should this website and its content be regarded as any form of professional advice or opinion, which includes legal advice.
- 5.3. Notwithstanding the fact that the information on this website is aligned to the prevailing legislation, the information is not designed as a "one size fits all". Accordingly, Users are encouraged to seek professional advice or opinions related to a particular situation before taking any course of action related to information, ideas or opinions expressed on this website.
- 5.4. The CCMA makes no representations or warranties, implied or otherwise, that, amongst others, the content and information on this website is free from errors or omissions or that it will be capable of application and / or will meet the performance, quality, or other expectations of the User in relation to a

specific subject or criterion. The CCMA specifically records that information provided on this website is provided “as is” and therefore the CCMA will not be held liable for all warranties implied or expressly stated. Without limiting the aforementioned, the warranties being disclaimed by the CCMA, include, but are not limited to, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy. Users are encouraged to report any possible errors or malfunctions.

- 5.5. The use of this website and the content thereof is at the User’s sole and absolute risk, as such the User accepts full responsibility and risk for any damages or loss that the User may suffer as a direct or indirect use of this website or the content thereof. To avoid any confusion, the User’s attention is drawn to the fact that neither the CCMA, its stakeholders, employees or any other individual or legal entity in respect of who or which information is contained in this website shall be liable to the User for any special, indirect, incidental, consequential, or punitive damages or any other damages whatsoever or whosoever arising and irrespective if the cause of such damages are due to the negligence or otherwise of the CCMA, its stakeholders and employees.
- 5.6. If any of the foregoing is not fully enforceable for any reason whatsoever, the remainder shall nonetheless continue to apply.

## **6. PRIVACY**

- 6.1. Users are allowed to access the CCMA website without providing any personal information.
- 6.2. Users who make use of the CCMA’s *e-Referral Platform*, consent to providing personal information for purposes of dispute resolution services.
- 6.3. The CCMA may track information to identify categories of Users, by items such as IP addresses, domains, browser types and pages visited for the web manager to ensure that the website serves as a useful and effective information resource. Collected personal information such as the User’s name, e-mail address, telephone or mobile number will only be used for lawful purposes, for instance and not limited to the following: to respond to your query and add on the mailing list database as per User’s request and consent after completing subscription form.
- 6.4. If the website registers Users for a specific purpose (e.g., to register online for an event, request some advice on a labour matter, etc.), the User is assured that personal information will only be used for that purpose.
- 6.5. The CCMA may provide Users’ information to operators or persons acting under the authority of the CCMA in line with section 20 of Protection of Personal Information Act “POPIA” The operators or persons will only process such information with the knowledge or authorisation of the CCMA and will treat such information with confidentiality.

## **7. SECURITY**

- 7.1. The CCMA will take appropriate, reasonable technical and organisational measures to prevent; loss of damage to or unauthorised destruction of personal information; and unlawful access to or processing of personal information in line with the requirements of the **Protection of Personal Information Act, Act 4 of 2013** (“POPIA”).

## **8. UPDATING OF TERMS AND CONDITIONS**

- 8.1. The CCMA reserves the right to change, modify, add to or remove portions or the whole of these terms and conditions of use from time to time. Changes to these terms and conditions of use will take effect upon such changes being posted to this website. It is the User’s obligation to periodically check these terms and conditions of use at this website for changes or updates. The User’s continued use of this website following the posting of changes or updates will be considered notice of the User’s acceptance to abide by and be bound by these terms and conditions of use, including such changes or updates.

## **9. INFORMATION ABOUT THE CCMA WEBSITE AND ITS OWNER**

9.1. The full name and legal status of the website's owner is: The Commission for Conciliation, Mediation and Arbitration, represented by the Chief Information Officer.

1. The website address is: [www.ccma.org.za](http://www.ccma.org.za)
2. Contact details of website owner:

### **Postal address:**

Private Box X94

Marshalltown

2107

### **Street Address:**

Commission for Conciliation, Mediation and Arbitration

28 Harrison Street

Johannesburg

2001

South Africa

**Tel No:** +27 11 377 6650

**Fax No:** +27 11 834 7351

**E-mail:** [info@ccma.org.za](mailto:info@ccma.org.za)