

# PROVINCE OF KWAZULU-NATAL DEPARTMENT OF EDUCATION

## WEBSITE DISCLAIMER

### Terms and conditions of Use

**Any person accessing this website (user) is subject to, and agrees to, the terms and conditions set out in this legal notice. If the user does not wish to be bound by these terms and conditions, the user may not access, delay, use, download and/or otherwise copy or distribute content obtained on this website.**

#### 1. Usage and copyright

- 1) Users may view, copy, download to a local drive, print and distribute the content of this website, or any part thereof only for non-commercial informational or reference purposes.
- 2) Users who wish to use content from this site for commercial purposes may only do so with the prior written permission obtained from the web manager at telephone number +27 0338465475 or email [admin@kzndoe.gov.za](mailto:admin@kzndoe.gov.za). Any reproduction and/or copy of the content or portion thereof for commercial purposes must include this copyright notice in its entirety: © KZNDOE2010: ALL RIGHTS RESERVED.
- 3) All moral and any other rights of the Government Communication and Information System inclusive of KwaZulu-Natal Department of Education or other legal entity in respect of which content is contained on this site not expressly granted are reserved.

#### 2. Intellectual property rights

All content, data and trademarks, including, but not limited to, software, technology, databases, know-how, text, graphics, icons, hyperlinks, private information, designs, program, publications, products, processed, or ideas described in this website may be the subject of other rights, including other intellectual property rights, which are the property of or licensed to the KwaZulu-Natal Department of Education, or a legal entity, and as such are protected from infringement by South African legislation and international treaties and conventions. Subject to the rights afforded to the user herein, all other rights to all intellectual property on this website are expressly reserved. By accessing data on this website the user is not licensed or authorized.

#### 3. Disclaimer

- 1) The information on this website is intended to provide general information on a particular subject or subjects and is not an exhaustive treatment of such subject(s).
- 2) It is the sole responsibility of the user to satisfy itself prior to accessing this website that the website will meet the user's individual requirements and be compatible with the user's hardware and/or software. Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of the KZNDOE or any legal entity in respect of which information, ideas and opinions are expressed on this website. Users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this site.
- 3) The KZNDOE makes no representations or warranties, implied or otherwise, that, among others, the content and technology available from this site are free from

errors or omissions, that the service will be 100% uninterrupted and error-free or will meet any particular criteria of performance or quality. This site is provided 'as is'. The KwaZulu-Natal Department of Education expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy. It makes no express implied representations or warranties regarding the content of the website and that the website has been compiled or supplied to meet the user's individual requirements. Users are encouraged to report any possible errors, malfunctions or offensive material by using the 'feedback/comment' link.

- 4) The use of the content of this website is at the user's own risk. The user assumes full responsibility and risk of loss resulting from the use of the content of this site. The KZNDOE or any of the legal entities in respect of which information are contained on this site, or employees of the KZNDOE or such entity, will not be liable for any special, indirect, incidental, consequential, or punitive damages or any other damages whatsoever, whether in an action of contract, statute, tort (including, without limitation, negligence), or otherwise, relating to the use of this document or information. If any of the foregoing is not fully enforceable for any reason, the remainder shall nonetheless continue to apply. Subject to sections 43 (5) and 43 (6) of the [Electronic Communications and Transactions Act, 2002](#) (Act 25 of 2002), the KZNDOE shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this website or the services or content provided from and through this website.
- 5) Certain links in the web server lead to resources maintained by third parties over whom the KZNDOE has no control. The KZNDOE makes no representations or warranties as to the accuracy of, or any other aspect relating to, those resources.
- 6) The provisions of Part 2 of Chapter III of the Electronic Communications and Transactions, 2002 is hereby excluded from applying to any electronic communications and data messages that a user sends to the KZNDOE via this website. Any communications or data message that a user sends to the KZNDOE when receipt is acknowledged in writing. If the user does not receive a response within a reasonable period of time, the user should follow it up with the KZNDOE. The KZNDOE shall not be liable for any failure to respond.
- 7) If a user requires any information from the KZNDOE regarding its services or the content of this website, the 'feedback/comment' link could be used.

#### **4. Security**

##### **1) Protection**

The KZNDOE has in place reasonable commercial standards of technology and operational security to protect all information provided by users from loss, misuse, alteration or destruction. All reasonable steps will be taken to secure a user's information. Authorised employees, who are responsible for the maintenance of any sensitive data submitted, are required to maintain the confidentiality of such data. The policy applies to all employees of the KZNDOE or public bodies that may receive such information from the KZNDOE. It is expressly prohibited for any person, business or entity to gain or attempt to gain unauthorized access to any page on this website, or to deliver or attempt to deliver any unauthorized, damaging or malicious code to this website. If a person delivers or attempts to deliver any unauthorized, damaging or malicious code to this website or attempts to gain unauthorized access to any page on this website, a criminal charge will be laid against that person, and, if the KZNDOE or any public body should suffer any damage or loss, civil damages will be claimed.

##### **2. Linkage and framing**

We welcome third-party websites to link to the information that is hosted on these pages.

It is expressly prohibited for any person, business, entity or website to frame any page on this website, including the home page, in any way whatsoever, without prior written approval of the KZNDOE.

### 3. Links to third-party websites

The KZNDOE may provide links to other websites only as a convenience and may only do so with the prior written permission obtained from the web manager. The inclusion of any link does not imply the KZNDOE's endorsement of such sites. Linked websites or pages are not subject to the control of the KZNDOE. The KZNDOE is not responsible or liable, directly or indirectly, in any way for the content, use, or inability to use or access any linked websites or any links contained in a linked website.

## 5. Privacy

### 1. Introduction

The privacy statement applies to the KZNDOE and any legal entity, which control, verify or make use of information that may be collected via this site.

A user may visit this site without providing any personal information. A user, however, agrees to the use of such data in accordance with this privacy statement. Please note that this site may contain links to other sites which are not being governed by this privacy statement.

If a user has any questions or concerns regarding this privacy statement or the user's privacy while using this website, the 'feedback/comment' link could be used.

### 2. Cookies

The KZNDOE may use cookies (small text files stored in a user's browser) or web beacons (electronic images that allow this website to count users who have accessed a particular page and to access certain cookies) to ensure that the website is well managed and to facilitate improvement of the site. The KZNDOE or its service-provider(s) may use cookies to collect aggregate data. The KZNDOE may use such devices from time to time to track information on its systems and identify categories of users by items such as IP addresses, domains, browser types and pages visited. The web administrator uses the information to analyze the number of users of different areas of the site and to ensure that this site is serving as a useful and effective information source.

Neither cookies nor web beacons collect personal information such as the user's name or e-mail address. A user may reject cookies as most browsers permit individual to decline cookies. Under certain circumstances, users may be denied access to some parts of this website if their browsers are set to decline cookies.

### 3. Personal information use

Personal information is used only for limited purpose e.g. when a user registers with the website to request future communications about KZNDOE's areas of interest. The KZNDOE may use this information to create a personal profile to customize its response to further requests or enquires and to improve the website. When a user chooses to register online for a KZNDOE-hosted event, the KZNDOE will use the information the user submit to respond to the user. In addition, the web administrator may, when necessary, use a user's information for various site-related tasks. The KZNDOE will ensure that any marketing activities comply with applicable law and that it is implemented with procedures to obtain the necessary consent before sending the user's e-mail containing information about the KZNDOE's services. The user may at any time request that KZNDOE discontinues sending such material to the user by using the 'feedback' or 'unsubscribe' link.

#### 4. Disclosure to third parties

Although the KZNDOE may provide users' information to service-providers that handle information on its behalf, it will usually not share the information with third parties or other public entities for secondary or unrelated purposes unless otherwise disclosed at the point of collection.

Personal information may be transmitted internationally through the KZNDOE or to third parties for the purposes identified above. This will not include transfer to countries without data protection rules similar to those in effect in the user's country of residence. By providing information to the KZNDOE through this website, the user is consenting to such transfers.

Where appropriate, personal information may be disclosed to law enforcement, regulatory or other government agencies, or third parties where necessary or desirable to comply with legal or regulatory obligations or requests or for the purposes identified above.

#### 5. Access to personal information

If personal information has been submitted to this website, users who wish to review their personal information may do so by requesting such a review through the 'feedback/comment' link. Users will then be able to access their user profile, correct and update their details, or unsubscribe at any time. Users who have any problem accessing their profiles, or would like to request a copy of their personal information should contact the web administrator using the feedback link. In all cases KZNDOE will treat requests to access information or change information in accordance with applicable legal requirements.

#### 6. No agreement

Nothing contained herein creates or is intended to create a contract or agreement between the KZNDOE and user visiting the website.

#### 7. Children's privacy protection

The KZNDOE recognizes the importance of protecting children's privacy in the interactive online world.

### **6. Severability**

These terms and conditions of use constitute the entire professional or other relationship between the KZNDOE and the user of this website. Any failure by the KZNDOE to exercise or enforce any right or provision of these terms and conditions of use shall in no way constitute a waiver of such right or provision. If any term or condition of the use of this website is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

### **7. Updating of these terms and conditions**

The KZNDOE reserves the right to change, modifies, add to or remove from 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.

8. Information about website and owner

The full name and legal status of the website owner is:

KwaZulu Natal Department of Education a Provincial Government Department of the Republic of South Africa, as represented by the Chief Executive Officer of the KwaZulu-Natal Department of Education

The website address of this website is: <http://www.kzneducation.gov.za/>

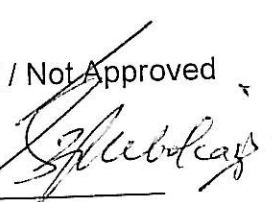
Contact details of website owner:

Postal address:  
KZN Department of Education  
Private Bag X 9137  
Pietermaritzburg  
3201

Street Address:  
247 Burger Street  
Pietermaritzburg  
3200

Tel No: +27 33 392 100  
Fax No: +27 33  
Email: [admin@kzndoe.gov.za](mailto:admin@kzndoe.gov.za)

Approved / Not Approved

  
\_\_\_\_\_  
Dr. SZ Mbokazi  
Acting Superintendent-General

21/2/11  
\_\_\_\_\_  
Date