



# Murray & Roberts Holdings

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## Website Terms and Conditions

THESE TERMS AND CONDITIONS ARE BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE MURRAY & ROBERTS WEBSITE OR ANY PART THEREOF (THE MURRAY & ROBERTS WEBSITE) IN TERMS OF SECTION 11(3) OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS (ECT) ACT 25 OF 2002 ([http://www.acts.co.za/ect\\_act](http://www.acts.co.za/ect_act))

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

### DEFINITIONS AND INTERPRETATION

- a) **"Murray & Roberts"** means Murray & Roberts Holdings, a public company incorporated in terms of the Companies Act 61 of 1973;
- b) **"Murray & Roberts website"** means the Murray & Roberts Holdings website located at [www.murrob.com](http://www.murrob.com) and includes any part or element thereof;
- c) **"User"** means any person who enters or uses the Murray & Roberts website, notwithstanding the fact that such a person only visited the home page of the Murray & Roberts 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

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Murray & Roberts is a South African-based group of companies focused on selected construction economies and specialist natural resource markets.

## 2. ALLOWED USE AND LICENSE

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- 2.1 Murray & Roberts licenses the User to view, download and print the content of the Murray & Roberts website, provided that such content is used for personal, educational and/or non-commercial purposes only;
- 2.2 Content from the Murray & Roberts website shall not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of Murray & Roberts;
- 2.3 Users may only access and use the Murray & Roberts website for legal purposes;

- 2.4 The caching of the Murray & Roberts 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 Murray & Roberts 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 Murray & Roberts.
  
- 2.5 If any User uses content from the Murray & Roberts website in breach of the provisions detailed herein:
  - 2.5.1 Murray & Roberts reserves the right to claim damages from the User;
  - 2.5.2 Murray & Roberts reserves the right to institute criminal proceedings against the User; and
  - 2.5.3 Murray & Roberts 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 Murray & Roberts website from any other source shall be directed at the home page of the Murray & Roberts website. Murray & Roberts shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content from the Murray & Roberts website, if such content was accessed through a hyperlink not directed at the home page of the Murray & Roberts website. Persons that wish to link to content beyond the home page of the Murray & Roberts website shall do so at their own risk and indemnify Murray & Roberts against any loss, liability or damage that may result from the use of content from the Murray & Roberts website, if such content was accessed through a hyperlink not directed at the home page of the Murray & Roberts website;
  
- 2.7 No person may frame the Murray & Roberts website, in any manner whatsoever, without the prior written consent of Murray & Roberts;
  
- 2.8 Apart from bona-fide search engine operators and use of the search facility provided on the Murray & Roberts 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 Murray & Roberts website for any purposes, without the prior written consent of Murray & Roberts; 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 Murray & Roberts at any time without giving reasons therefore.

### **3. INTELLECTUAL PROPERTY RIGHTS AND DOMAIN NAME USE**

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All intellectual property on the Murray & Roberts 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 Murray & Roberts 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 Murray & Roberts website are expressly reserved.

#### **4. SOFTWARE AND EQUIPMENT**

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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 Murray & Roberts website and/or download content from this website.

#### **5. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT**

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Access to the services, content, software and content downloads available from the Murray & Roberts 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 Murray & Roberts has the duty to disclose the following information:

- 5.1 **The full name and legal status of the website owner:** Murray & Roberts Holdings Limited;
- 5.2 **Company Registration Number:** 1948/029826/06;
- 5.3 **VAT registration number:** 4630107995
- 5.4 **Street address:** 22 Skeen Boulevard, Bedfordview, 2007, Republic of South Africa;
- 5.5 **Postal address:** P O Box 1000, Bedfordview, 2008, Republic of South Africa;
- 5.6 **Physical address for receipt of legal service:** 22 Skeen Boulevard, Bedfordview, 2007, Republic of South Africa;
- 5.7 **Telephone Number:** +27 (0) 11 456 6200;
- 5.8 **Main business:** Murray & Roberts operates in more than 25 countries from Johannesburg South Africa and through London in the United Kingdom, with permanent international offices in Australia, Botswana, Canada, Namibia, Tanzania, United Arab Emirates and Zimbabwe. As global enterprise we strive to meet the expectations of our international markets, benchmarking our performance delivery against world class precedent, at all times conducting our business in terms of best practice governance standards.  
  
Murray & Roberts aspires to world class fulfillment in everything it does, is committed to sustainable earnings growth and value creation, delivering major projects and services primarily in the development of emerging economies and nations.
- 5.9 **The website address of the Murray & Roberts website is:**  
[www.murrob.com](http://www.murrob.com);

- 5.10 **The official e-mail address of the Murray & Roberts website is:**  
[webmaster@murrob.com](mailto:webmaster@murrob.com);
- 5.11 **Membership of self-regulatory or accreditation bodies:** Companies within the Murray & Roberts group have individual memberships and accreditations. Users are requested to access the Company Directory page for more information regarding individual membership and/or accreditation, which information may be available from the applicable company's websites. Where no information is made available, Users are encouraged to establish contact with the relevant company via the 'Contact Us' section of each website, so as to enquire as to how this information may be accessed electronically;
- 5.12 **Codes of conduct to which Murray & Roberts subscribes:** View Murray & Roberts' key core values at: <http://www.murrob.com/AboutUs>
- 5.13 **Copies of the Manual published in terms of section 51 of the Promotion of Access to Information Act 2 of 2000:** Access and view the Murray & Roberts Information Manual at [http://www.murrob.com/topnav\\_paia.asp](http://www.murrob.com/topnav_paia.asp)
- 5.14 **Management:** Access and view the Murray & Roberts Holdings Board at [http://www.murrob.com/au\\_directorate.asp](http://www.murrob.com/au_directorate.asp)
- 5.15 **Company Secretary:** Y Karodia;
- 5.16 **The costs associated with the access and use of the Murray & Roberts website are as follows:** Free;
- 5.17 **Alternative dispute resolution:** Subject to urgent and/or interim relief, all disputes regarding:
- 5.17.1 access to the Murray & Roberts website;
  - 5.17.2 the inability to access the Murray & Roberts website;
  - 5.17.3 the services and content available from the Murray & Roberts website; or
  - 5.17.4 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.
- 5.18 **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 website; and
- 5.19 **Users may lodge complaints** concerning the Murray & Roberts website at the Street or Postal Addresses referred to in clauses 5.3 and 5.4 respectively, or, alternatively, by emailing the Webmaster at [webmaster@murrob.com](mailto:webmaster@murrob.com) Users hereby assign the copyright in such complaints to Murray & Roberts and understand that Murray & Roberts may use, disclose and publish such complaints and is furthermore under no legal duty to answer, resolve or address such complaints.

## 6. CHIEF EXECUTIVE (CE) DISCUSSION FORUM

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- a) **“Discriminatory”** means offensive, untrue or provocative material based on race, gender, sex, pregnancy, marital status, ethnic or social origin, colour, sexual orientation, age, disability, religion, conscience, belief, culture, language and birth;
- b) **“Pornographic”** means all the content and actions, simulated or real, graphic or written detailed in Schedules 1, 2, 6, 7 and 11 of the Films and Publications Act 65 of 1996 (to download the Act click here: <http://www.polity.org.za/html/govdocs/legislation/1996/act96-065.html> );
- c) **“Illegal Content”** means material that is Pornographic, Discriminatory, oppressive, racist, hate speech, sexist, defamatory against any User or third party, offensive to any User or group, a violation of a User’s or a third party’s privacy, identity or personality, copyright infringement, malicious codes such as viruses and trojan horses, and content containing any Personal Information of third parties without their express consent and includes hyperlinks or other directions to such content;
- d) **“Personal Information”** means Personal Information as defined in the Promotion of Access to Information Act (click here to download the Act: <http://www.polity.org.za/html/govdocs/legislation/2000/act2.pdf>);

- 6.1 Users may take part in discussions and post announcements / topics to a discussion forum (the CE Discussion Forum) available on this website;
- 6.2 In order to protect the CE Discussion Forum and Users from legal prosecution, civil liability and to maintain an environment that encourages debate and discussion, inappropriate material and Illegal Content may not be posted to the CE Discussion Forum;
- 6.3 Murray & Roberts reserves the right, in its sole and absolute discretion, to amend, edit and remove any User postings;
- 6.4 Users hereby license Murray & Roberts to publish, use, sub-license, distribute, amend, update and store material posted to the CE Discussion Forum;
- 6.5 Murray & Roberts shall not be liable for any damage, loss, liability and/or harm incurred by any person where such damage, loss, liability and/or harm resulted from a User’s posting to the CE Discussion Forum;
- 6.6 Murray & Roberts does not monitor posting and/or discussions on the CE Discussion Forum and/or enforce editorial control over any material available on or through the CE Discussion Forum;
- 6.7 Users post material to the CE Discussion Forum entirely at their own risk, and hereby indemnify and hold Murray & Roberts harmless against any damage, loss, liability and/or harm incurred or suffered by Murray & Roberts if such damage, loss, liability and/or harm resulted from material posted to the CE Discussion Forum by such User’s;
- 6.8 Users waive all moral rights that may attach to material posted to the CE Discussion Forum;
- 6.9 Murray & Roberts shall remove material from the CE Discussion Forum and disclose the identity of users who posted material if:

- 6.9.1 A third party requests the removal of such material and reasonably substantiates and/or proves the illegal, infringing or incorrect nature of such material; and
- 6.9.2 The third party's request to remove material is reduced to writing and delivered to Murray & Roberts.

## **7. USE OF THE MURRAY & ROBERTS RECRUITMENT SYSTEM**

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- 7.1 Users may search for vacancies, without registering their profile, through the Murray & Roberts Recruitment System portal available from the Murray & Roberts website;
- 7.2 Users may apply for specific vacancies and/or upload Curriculum Vitae's by completing the New User Registration page and creating an account;
- 7.3 Users record, acknowledge and agree that:
- 7.3.1 Information provided and/or uploaded is materially and factually correct in all respects;
- 7.3.2 Murray & Roberts has the right to limit the size of attachments and/or other files;
- 7.3.3 Information found to be deceptive, misleading and/or unreliable may lead to:
- User profiles being deleted; and
  - Users being blacklisted from further Employment at Murray & Roberts; and
  - Criminal prosecution.
- 7.3.4 Users are personally responsible for the maintenance of and/or updates to their personal profiles and/or information uploaded to the Murray & Roberts Recruitment System Portal;
- 7.3.5 Murray & Roberts may contact registered Users in accordance with the contact method specified by Users during registration or updated in terms of clause 7.3.4 above;
- 7.3.6 Failure to respond to requests from Murray & Roberts to renew registration may result in the permanent removal of User profiles;
- 7.3.7 Registration on the Murray & Roberts Recruitment System Portal and applications for vacancies do not guarantee employment. Only candidates who possess the relevant skills, experience and qualifications required will be considered for advertised vacancies, and will further have to subject themselves to the Murray & Roberts recruitment process;
- 7.3.8 Notwithstanding electronic and/or other communication received from Murray & Roberts, Users are personally responsible for applying for vacancies prior to the closing date specified;

- 7.3.9 Failure to apply for an advertised vacancy prior to the closing date will result in the User not being considered for such a vacancy;
- 7.3.10 Murray and Roberts may contact, upon receipt of an application for employment:
- character and/or employment references in order to verify, without limitation, employment history and/or personal credentials; and
  - relevant educational institutions in order to verify, without limitation, academic records and/or qualifications obtained.
- 7.3.11 All the provisions of clause 6 above, which address the use of the CE Discussion Forum, shall equally apply to the Murray & Roberts Recruitment System portal available from this website;
- 7.4 Users may not share logon usernames and/or disclose passwords to any third party.

## **8. CHANGES AND AMENDMENTS**

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

- 8.1 change these terms and conditions;
- 8.2 change the content and/or services available from the Murray & Roberts website;
- 8.3 discontinue any aspect of the Murray & Roberts website or service(s) available from the Murray & Roberts website; and/or
- 8.4 change the software and hardware required to access and use the Murray & Roberts website.

## **9. PRIVACY**

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- 9.1 Murray & Roberts shall take all reasonable steps to protect the personal information of Users and 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);
- 9.2 Murray & Roberts may electronically collect, store and use, amongst other, the following personal information of Users:
- 9.2.1 name and surname;
  - 9.2.2 contact details;
  - 9.2.3 non-personal browsing habits and click patterns;
  - 9.2.4 e-mail address; and
  - 9.2.5 IP address.

- 9.3 Murray & Roberts collects, stores and uses the abovementioned information for the following purposes:
- 9.3.1 communicate requested information to the User;
  - 9.3.2 newsletter database;
  - 9.3.3 registration and / or authentication of Users; and
  - 9.3.4 to compile non-personal statistical information about browsing habits, click-patterns and access to the Murray & Roberts website;
- 9.4 Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings;
- 9.5 Murray & Roberts may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:
- 9.5.1 Murray & Roberts shall not disclose personal information from Users unless the User consents thereto;
  - 9.5.2 Murray & Roberts shall disclose information without the User's consent only through due legal process; and
  - 9.5.3 Murray & Roberts may compile, use and share any information that does not relate to any specific individual; and
- 9.6 Murray & Roberts owns and retains all rights to non-personal statistical information collected and compiled by Murray & Roberts.

## **10. HYPERLINKS TO THIRD PARTY SITES**

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- 10.1 Murray & Roberts may provide hyperlinks to websites not controlled by Murray & Roberts (target sites) and such links do not imply any endorsement, agreement on or support for the content of such target sites; and
- 10.2 Murray & Roberts 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.

## **11. SECURITY**

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- 11.1 Murray & Roberts shall take all reasonable steps to secure the content of the Murray & Roberts website and the information provided by and collected from Users from unauthorised access and/or disclosure. However, Murray & Roberts does not make any warranties or representations that content shall be 100% safe and secure;
- 11.2 Murray & Roberts is under no legal duty to encrypt any content or communications from and to the Murray & Roberts website and is also under no legal duty to provide digital authentication of any page on the Murray & Roberts website;

- 11.3 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the Murray & Roberts website or the server and computer network that support the Murray & Roberts website;
- Notwithstanding criminal prosecution, any person who delivers any damaging code to the Murray & Roberts website, whether on purpose or negligently, shall, without any limitation, indemnify and hold Murray & Roberts harmless against any and all liability, damages and losses Murray & Roberts and its partners / affiliates may suffer as a result of such damaging code;
- 11.4 Users may not develop, distribute or use any device to breach or overcome the security measures of the Murray & Roberts website and Murray & Roberts reserves the right to claim damages any and all persons concerned with a security failure or breach; and
- 11.5 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 Murray & Roberts and its partners / affiliates.

## **12. DISCLAIMER AND LIMITATION OF LIABILITY**

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- 12.1 Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, Murray & Roberts (including its owners, 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:
- 12.1.1 access to the Murray & Roberts website;
  - 12.1.2 access to websites linked to the Murray & Roberts website;
  - 12.1.3 inability to access the Murray & Roberts website;
  - 12.1.4 inability to access websites linked to the Murray & Roberts website;
  - 12.1.5 content available on the Murray & Roberts website;
  - 12.1.6 services available from the Murray & Roberts website;
  - 12.1.7 downloads and use of content from the Murray & Roberts website; or
  - 12.1.8 any other reason not directly related to Murray & Roberts's gross negligence.
- 12.2 The Murray & Roberts 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 Murray & Roberts, that the content available from and through the Murray & Roberts website meets the User's individual requirements and is compatible with the User's computer hardware and/or software;

- 12.3 Information, ideas and opinions expressed on the Murray & Roberts website should not be regarded as professional advice or the official opinion of Murray & Roberts and Users are encouraged to seek professional advice before taking any course of action related to the information, ideas or opinions expressed on the Murray & Roberts website;
- 12.4 Murray & Roberts does not make any warranties or representation that content and services available from the Murray & Roberts website will in all cases be true, correct or free from any errors. Murray & Roberts shall take all reasonable steps to ensure the quality and accuracy of content available from the Murray & Roberts website and encourage Users to report incorrect and untrue information subject to the right of Murray & Roberts to rely on its free expression rights and determine, in its sole and absolute discretion, the contents of this website; and
- 12.5 Murray & Roberts does not make any warranties or representations that the Murray & Roberts website shall be available at all times. Users acknowledge that the Murray & Roberts website may be unavailable due to updates or other causes beyond the reasonable control of Murray & Roberts, including, but not limited to virus infection, unauthorised access, power failure or other "acts of God."

### **13. REMOVAL AND CORRECTION OF CONTENT**

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Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the Murray & Roberts website to Murray & Roberts and Murray & Roberts 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.

### **14. INTERCEPTION OF COMMUNICATIONS**

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- 14.1 Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User agrees to Murray & Roberts's right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the User to the Murray & Roberts website, its staff and employees; and
- 14.2 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.

### **15. ENTIRE AGREEMENT AND SEVERABILITY**

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- 15.1 These terms and conditions constitute the entire agreement between Murray & Roberts and the User and shall take precedence over any disclaimers and/or legal notices attached to any communications and/or postings received by Murray & Roberts from the User;
- 15.2 Any failure by Murray & Roberts to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision; and
- 15.3 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.

## **16. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT**

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The User and Murray & Roberts agree that:

- 16.1 the User shall be bound to these terms and conditions and such agreement is concluded in Johannesburg (South Africa) at the time the User enters the Murray & Roberts website for the first time;
- 16.2 data messages (as defined in the ECT Act) addressed by the User to Murray & Roberts shall only be deemed to have been received if and when responded to;
- 16.3 data messages (as defined in the ECT Act) addressed to the User by Murray & Roberts shall be deemed to be received by the User as detailed in section 23(b) of the ECT Act;
- 16.4 data messages (as defined in the ECT Act) addressed by the User to Murray & Roberts shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa;
- 16.5 electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and Murray & Roberts; and
- 16.6 The User agrees and warrants that data messages that are sent to Murray & Roberts from a computer, IP address or mobile device normally used by or owned by the User, was sent and/or authorised by the User personally.

## **17. APPLICABLE AND GOVERNING LAW**

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Subject to clause 5.4, the Murray & Roberts 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 Murray & Roberts website, its content, services and these terms and conditions.

## **18. LEGAL COSTS**

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

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**VERSION: November 2007**