



WEBSITE TERMS AND CONDITIONS OF USE

Version # 1.0 . Version Date October 2026.

The use of this Website is subject to the terms and conditions set out below. By accessing or using this Website, you agree to observe all these Terms and Conditions, including the Privacy Policy or any other policies which may appear elsewhere on this Website. If you do not agree with any term, you must cease your access of this Website immediately.

1. Definitions and Interpretation

- 1.1 **Company** means the Cape Town Children's Choir, a non-profit company incorporated in the Republic of South Africa under registration number: 2024/656897/08.
- 1.2 **Privacy Policy** means the Company's privacy policy published on the Website, as amended from time to time.
- 1.3 **You** or the **user** means any person who accesses or uses this Website for any purpose.
- 1.4 **Website** means the Company's website at <https://www.ctcchoir.co.za/> or such other URL as the Company may choose from time to time.

2. Use Subject to these Terms and Conditions

- 2.1 Your use of and access to this Website is at all times governed by these Terms and Conditions. By accessing this Website, you agree to adhere to them. Your agreement to these Terms and Conditions will be deemed to have been given on the date when you first accessed this Website.
- 2.2 If you do not agree to these Terms and Conditions, you must stop using this Website immediately.
- 2.3 These Terms and Conditions incorporate the Privacy Policy by reference.
- 2.4 Due to legal and other developments, the Company may be required to amend these Terms and Conditions from time to time. It is your duty to remain apprised of the current version published on the Website. Continued use of the Website after publication of an amended version constitutes acceptance of that amended version.

3. Content

- 3.1 The Website and its content are provided for general information purposes only and are made available on an "as is" and "as available" basis, subject to any rights that cannot lawfully be excluded.
- 3.2 Website content is provided for general information purposes only. You should verify any information that is material to you and obtain independent advice where appropriate.
- 3.3 Any use of or reliance on this Website, the contents of this Website or the information provided through this Website will be at your sole risk. The Company takes reasonable care to keep Website content accurate and up to date, but does not guarantee that all content is complete, current, accurate or suitable for a particular purpose.

- 3.4 The Company may change, suspend, remove or update Website content, information about activities or events, and Website functionality at any time without notice.
- 3.5 The Company does not guarantee that the Website, its hosting environment or any third-party services used in connection with the Website will always be available, uninterrupted, error-free or free from viruses or other harmful components. You will be entirely responsible for any resulting damage to your devices, software or computer systems and/or any resulting loss of data caused as a result of any use of this Website.
- 3.6 Information about auditions, applications, choir activities, events, fees, tours or other opportunities on the Website does not constitute an offer capable of acceptance. An application or enquiry submitted through the Website does not, by itself, create a right of admission, membership, participation or any contractual relationship with the Company.
- 3.7 If you submit information about a child through the Website, including through an external application form linked from the Website, you confirm that you are the child's parent, guardian or otherwise authorised to provide that information.

4. Third Party Sites

- 4.1 The Website may contain hyperlinks to, or embed content from, third-party websites and services, including Wix, Google Forms, Google Drive, Mailchimp, YouTube/Google, Facebook, Instagram, external application forms, social-media platforms, mailing-list platforms and video-hosting platforms. These third parties are not owned or controlled by the Company.
- 4.2 The Company is not responsible for the content, availability, terms, privacy practices or security of third-party websites and services. A link or reference does not mean that the Company endorses, sponsors or is affiliated with the relevant third party.
- 4.3 The Company does not accept liability in connection with any third-party websites or services linked to from the Website. Your use of third-party websites and services is subject to their own terms and privacy policies, which you should review before submitting information or using their services.

5. Intellectual Property

- 5.1 Except where stated otherwise, the Company owns or is licensed to use the copyright and other intellectual-property rights in the Website and its content, including HTML, text, graphics, logos, photographs, audio clips, video clips, design elements and other materials. All rights are reserved. Access to or use of this Website will not result in an assignment or licence of any intellectual property owned by the Company or any other party.
- 5.2 The contents of this Website may not be transmitted, transcribed, reproduced, stored or translated into any other form without the prior written permission of the Company. You may display Website content on your device and print, download or use reasonable extracts of the Website content for personal, non-commercial use, provided that:
 - 5.2.1 you do not modify the content;
 - 5.2.2 you acknowledge the Website as the source; and
 - 5.2.3 you do not remove any copyright, trademark or other proprietary notice.
- 5.3 This permission may be revoked at any time by the Company.
- 5.4 No other use of Website content is permitted without the Company's prior written permission. In particular, you may not use Website content for commercial purposes, reproduce it on another website, create derivative works from it, include Website content in or with any product that you create or distribute, or use photographs, audio or video of choristers in a way that infringes the rights of the Company or any other person.

6. **Linking, Framing and Crawling**

- 6.1 You may link to the home page of the Website in a fair and lawful manner that does not damage the Company's reputation or take unfair advantage of it. You may not create a link that suggests endorsement, approval or association where none exists.
- 6.2 Permission to link to this Website is given without assumption of any liability. The Company may withdraw permission to link to the Website at any time for any reason. Requests relating to links other than the home page may be sent to info@ctcchoir.co.za.
- 6.3 You may not frame the Website, any page of the Website or any Website content without the Company's prior written permission. Requests may be sent to info@ctcchoir.co.za.
- 6.4 Except for bona fide search-engine operators and ordinary use of Website functionality by users, you may not use or attempt to use automated technologies, including web crawlers, spiders, scrapers or bots, to access, search, copy, monitor or extract Website content without the Company's prior written consent.

7. **Security**

- 7.1 You may not deliver or attempt to deliver destructive code to the Website, interfere with the Website, gain or attempt to gain unauthorised access to any part of the Website, or otherwise use the Website unlawfully. The Company may take appropriate legal action in response to such conduct.
- 7.2 While the Company takes reasonable security precautions, it cannot guarantee that the Website will be free from malicious code or other harmful components. To the extent permitted by law, the Company will not be liable for damage caused by malicious use of the Website or destructive data or code transmitted through its use.

8. **Personal Information**

Further information about the manner in which the Company processes personal information is contained in the Privacy Policy published on the Website.

9. **Disclaimer and Indemnity**

- 9.1 Subject to clause 9.2, and to the maximum extent permitted by law, the Company will not be liable for any direct, indirect, special, incidental or consequential loss or damage arising from access to, use of or inability to use the Website, or reliance on Website content, including loss arising from inaccuracies, interruptions, errors, omissions, outdated information or third-party content. even if such loss was reasonably foreseeable and the Company had been advised of the possibility of the same. Consequential and indirect loss and damage will include but not be limited to loss of profits, loss of goodwill, and wasted expenditure.
- 9.2 Nothing in these Terms and Conditions excludes or limits liability that cannot lawfully be excluded or limited.
- 9.3 You indemnify and hold harmless the Company, its directors, employees, volunteers, advisers, subcontractors and service providers against losses, claims, liabilities, damages and reasonable costs arising out of or in connection with your use of or access to this Website, your breach of these Terms and Conditions, or your infringement of the rights of the Company or any third party.

10. **Governing Law and Jurisdiction**

These Terms and Conditions are governed by and construed in accordance with the laws of the Republic of South Africa. Subject to applicable law, you and the Company submit to the jurisdiction of the courts of the Republic of South Africa in relation to any dispute arising from use of the Website.

11. **General**

- 11.1 These Terms and Conditions record the entire agreement between you and the Company in respect of access to and use of the Website.

- 11.2 If any provision of these Terms and Conditions is invalid, unlawful or unenforceable, that provision will be severed to the extent necessary and the remaining provisions will remain in force.
- 11.3 A failure or delay by the Company to exercise any right under these Terms and Conditions does not constitute a waiver of that right unless expressly accepted by the Company in writing.
- 11.4 Hyperlinks to documents referred to in these Terms and Conditions are incorporated by reference to the extent permitted by the Electronic Communications and Transactions Act 25 of 2002. The validity or interpretation of these Terms and Conditions will not be affected if a hyperlink is temporarily unavailable.