



PLEDGE DONATION TERMS AND CONDITIONS OF USE

1. INTRODUCTION/ ABOUT US

1.1. The South African Institute of Architects is a voluntary association and is the natural successor to the Institute of South African Architects which was originally established in 1927 and renamed the South African Institute of Architects in 1996.

1.2. It incorporates eleven regional institutes (Border-Kei [Eastern Cape], ClfA [Western Cape], Eastern Cape, Free State, GIfA [Gauteng], KwaZulu-Natal, Limpopo, Mpumalanga, Northern Cape, North West and PIA [Gauteng].)

1.3. The mission of the Institute is to act as the collective voice serving the interests of its members in pursuit of excellence and responsible design.

1.4. SAIA aims to uphold the dignity of the architectural profession and contribute meaningfully to the enhancement of society and the environment. The fundamental principles of equality and justice are implicit in the constitution.

1.5. SAIA will use the funds donated to it through this website ("the Website") to further its vision of education future architects by, inter alia, providing bursaries and education support to prospective students to study towards an architectural qualification through an accredited Architectural Learning Site ("University/ Technicon") in the Republic of South Africa.

1.6. By accessing, using and making any donation on the Website, you ("the User") agree to be bound by these terms and conditions of use (collectively "the Terms").

1.7. In terms of section 11 of the Electronic Communications and Transactions Act 25 of 2002 ("the ECT") and the common law of contract, these terms and conditions are valid, binding and enforceable against all persons that access and use the services or any part thereof.

2. CONTENT AND USE OF THE WEBSITE

2.1. SAIA makes no warranties, representations, statements or guarantees whatsoever (whether express, implied in law or residual):

2.1.1 Regarding the Website or any information contained on or referenced by the Website;

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2.1.2 That the content of the Website is free from errors or omissions, and the Providers, assume no responsibility for errors or omissions in the Website's content; or

2.1.3 That the Website will be uninterrupted, error-free or safe from unauthorised access.

2.2. The Website has not been compiled or supplied to meet the User's individual requirements.

2.3. The User uses the Website at his own risk.

2.4. While every effort is taken to ensure that the Website is free from viruses, the Providers are not liable for any loss, liability, damage (whether direct or consequential) or expense of any nature whatsoever, in the unlikely event that a virus is transmitted to the User's computer systems.

2.5. The User may only use the Website to browse the content, make legitimate donations and must not use the Website for any other purposes, including without limitation, to make any speculative, false or fraudulent donations.

2.6. All right, title, and interest in and to the Website including all related intellectual property rights (excluding content provided by users) are and will remain the exclusive property of SAIA. The services are protected by intellectual property laws. Nothing in these terms and conditions gives you a right to use the SAIA name or any of the SAIA trademarks, logos, domain names, and other distinctive brand features.

2.7. SAIA reserves the right to amend these terms and conditions at any time, for any reason with or without notice to you. The amended terms and conditions shall enter into force on the date that they are published on the website.

2.8. The failure of SAIA to enforce any rights or provision of these terms and conditions will not be deemed a waiver of such rights or provisions. In the event of any provision of these terms and conditions is held to be invalid or unenforceable, the remaining provisions of these terms and conditions will remain in full force and effect.

3. DONATIONS

GENERAL

3.1. All donations must be in South African Rands ("ZAR").

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3.2. Donations may be made either by electronic funds transfer or cash deposit into the following bank account:

Bank:First National Bank – South Africa
Branch Name:Randburg (Commercial)
Branch Code:254005
Account Holder:The South African Institute of Architects
Account Number:5041 117 2196
Reference:Pledge + Donor Name & Surname

ELECTRONIC FUND TRANSFER

3.3. Donations can be made by way of electronic fund transfer ("EFT"), one of the most widely used ways of sending money online.

3.4. For more information about how to donate, please contact us: (011) 782-1315 or email: pledge@saia.org.za

CREDIT CARD DONATIONS

3.5. The option to make a Credit Card Donations via MasterCard; Visa credit cards and other credit cards is currently not available; however, SAIA is working on making that option available in the near future. SAIA apologises for any inconvenience caused.

4. LIMITATION OF LIABILITY AND INDEMNITY

4.1. SAIA will not be liable for any loss, liability, damage (whether direct or consequential) or expense of any nature whatsoever, which may arise from the User's inability to use, or the correct or incorrect use, abuse, or misuse of the Website, even if SAIA have been informed of the possibilities of such damages.

4.2. The User hereby indemnifies SAIA, and waives any rights the User may have against SAIA in respect of any loss, liability, damage (whether direct or consequential) or expense of any nature whatsoever, which may be suffered by the User and/or a third party as a result of, or which may be attributable directly or indirectly to the User's inability to use, or the correct or incorrect use, abuse, or misuse of the Website.

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5. EXTERNAL LINKS

5.1. External links to other websites may be provided for the User's convenience, however these websites are beyond the control of SAIA and no representations or warranties of any nature are made as to their content.

6. PRIVACY POLICY

6.1. SAIA is sensitive to the private nature of the information the User provides over the Website, and will take all reasonable steps to protect the User's personal information.

6.2. By using the Website, the User agrees that SAIA may use and disclose the User's personal information only:

6.2.1 for statistical purposes;

6.2.2 to improve and administer the Website; or

6.2.3 if SAIA is required by law or by a court to do so.

7. COOKIE AND TRACKING TECHNOLOGY

7.1. The Website may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Website, and understanding how visitors use the Website. Cookies can also help customise the Website for visitors.

7.2. Personal information cannot be collected via cookies and tracking technology. However, if the User previously provided personally identifiable information, cookies may be tied to such information.

8. THE TERMS

8.1. When the User clicks to make a donation to SAIA, legal obligations arise and the User's right to a refund of the amount donated or paid in any other way, is limited by the Terms.

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8.2. The User must not make any donation through the Website unless he/she understands and agrees to the Terms. Once a donation is made, it is deemed that the User has read and understood the Terms.

8.3. If the User has any queries, he/she should contact SAIA before making any donation through the Website.

8.4. By clicking through, you represent and warrant to SAIA that:

8.4.1 you have full power, authority, and legal capacity to enter into these terms and conditions and follow its obligations, and if you are registering on behalf of a company or other entity, you have the authority to bind your principal or employer company;

8.4.2 you will provide complete and accurate information to SAIA what you warrant is true and correct;

8.4.3 you will adhere to these terms and conditions; and

8.4.4 in the event that your use of the services is dependent on using a cellular phone, personal computer, bandwidth or such other device or technology of another person, you have the necessary permission from that person.

9. SAIA CONTACT DETAILS

9.1. Physical address: Bouhof Building, No31 Robin Hood Road, Robindale, Randburg,

9.2. Postal address: The SA Institute of Architects, Private Bag X10063, Randburg, 2125

9.3. Email address: pledge@saia.org.za

9.4 Telephone number: 011 782 1315

9.5. Fax number: 011 782 8771

10. APPLICABLE LAW

The Terms will be governed by and construed in accordance with the laws of the Republic of South Africa.