
WEBSITE TERMS AND CONDITIONS

Workserv (Pty) Ltd t/a WorkServe Cleaning & Solutions

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1. INTRODUCTION

Welcome to the WorkServe Cleaning & Solutions website ("Website").

These Terms and Conditions govern your access to and use of this Website, including any content, services, quotation requests, employment applications, forms, communications and information made available through the Website.

By accessing or using this Website, you acknowledge that you have read, understood and agree to be bound by these Terms and Conditions.

If you do not agree to these Terms and Conditions, you should discontinue use of this Website immediately.

2. DEFINITIONS

For purposes of these Terms and Conditions:

"**WorkServe**", "**Company**", "**we**", "**our**", or "**us**" means Workserv (Pty) Ltd t/a WorkServe Cleaning & Solutions, including its directors, officers, employees, representatives, franchisees and authorised agents.

"**Website**" means www.workserve.co.za and all associated pages, content, forms and online services.

"**User**", "**you**" or "**your**" means any person who accesses or uses the Website.

"**Services**" means cleaning, outsourcing, placement, recruitment, facilities support and any related services offered by WorkServe.

3. ACCEPTANCE OF TERMS

By using this Website, submitting an enquiry, requesting a quotation, applying for employment, uploading documents or communicating electronically with WorkServe, you agree to these Terms and Conditions.

If you are using the Website on behalf of a company, organisation or other legal entity, you warrant that you have authority to bind that entity to these Terms and Conditions.

4. WEBSITE USE

Users agree to use the Website only for lawful purposes.

You may not:

- Use the Website for unlawful, fraudulent or misleading purposes;
- Attempt to gain unauthorised access to any part of the Website, server, network or database;
- Interfere with the operation, security or functionality of the Website;
- Upload malicious code, viruses, malware or harmful software;
- Use automated systems, bots, scrapers or similar technology to extract Website content without written consent;
- Misrepresent your identity or submit false information;
- Engage in conduct that may damage the reputation of WorkServe.

WorkServe reserves the right to restrict or terminate access to the Website where misuse is suspected.

5. INFORMATION PROVIDED ON THE WEBSITE

Information contained on this Website is provided for general information purposes only.

While reasonable efforts are made to ensure accuracy, WorkServe does not warrant that all information is complete, accurate, current or free from errors.

Information may be updated, modified or removed without notice.

Users should not rely solely on Website content when making business, legal, employment or financial decisions.

6. SERVICES

WorkServe provides professional services which may include:

- Residential cleaning services;
- Commercial cleaning services;
- Industrial cleaning services;
- Facilities support services;
- Staff outsourcing services;
- Recruitment and placement services;
- Contract staffing solutions;
- Franchise opportunities;
- Related support services.

The availability of specific services may vary by region, franchise territory and operational requirements.

7. QUOTATIONS AND PRICING

Any quotation provided by WorkServe is based upon information available at the time of quotation.

Quotations:

- Are provided without obligation;
- May be subject to site inspections;
- May be subject to scope verification;
- May be withdrawn or amended prior to acceptance;
- Are generally valid for the period stated in the quotation.

Additional services, changes in scope, changes in client requirements, access restrictions or unforeseen circumstances may result in revised pricing.

Acceptance of a quotation may result in a separate service agreement governing the relationship between WorkServe and the client.

8. EMPLOYMENT APPLICATIONS

The submission of a CV, application form or employment enquiry does not guarantee employment.

Applicants warrant that all information submitted is true, complete and accurate.

WorkServe reserves the right to:

- Verify qualifications;
- Verify references;
- Conduct background screening where legally permissible;
- Reject any application without providing reasons.

Applicants remain responsible for the accuracy of all information submitted.

9. INTELLECTUAL PROPERTY

All Website content including:

- Logos;
- Trademarks;
- Branding;
- Graphics;
- Text;
- Images;
- Documents;
- Marketing materials;
- Website design elements;
- Proprietary systems;

remain the property of WorkServe or its licensors and are protected by applicable intellectual property laws.

No content may be copied, reproduced, modified, distributed, published, transmitted or commercially exploited without prior written consent from WorkServe.

Unauthorised use may result in legal action.

10. WEBSITE AVAILABILITY

WorkServe makes reasonable efforts to ensure Website availability but does not guarantee uninterrupted access.

The Website may be suspended, modified, restricted or withdrawn at any time without notice.

WorkServe shall not be liable for any loss resulting from Website downtime, maintenance, technical failures or interruptions.

11. THIRD-PARTY LINKS

The Website may contain links to third-party websites.

Such links are provided for convenience only.

WorkServe does not endorse, control or accept responsibility for the content, privacy practices, accuracy or availability of external websites.

Users access third-party websites entirely at their own risk.

12. ELECTRONIC COMMUNICATIONS

By communicating electronically with WorkServe, you consent to receiving communications electronically.

Electronic communications, notices, quotations, agreements and records may satisfy any legal requirement that communications be in writing.

WorkServe shall not be responsible for delays or failures in electronic communications beyond its reasonable control.

13. PRIVACY AND DATA PROTECTION

Personal information is processed in accordance with:

- The Protection of Personal Information Act, 4 of 2013 ("POPIA");
- Applicable South African legislation;
- WorkServe's Privacy Policy.

Users are encouraged to review the WorkServe Privacy Policy available on this Website.

14. WEBSITE SECURITY

While WorkServe implements reasonable security measures, no Website, server or electronic communication system can be guaranteed completely secure.

Users acknowledge the inherent risks associated with internet communications and electronic data transmission.

Use of the Website is at the User's own risk.

15. DISCLAIMER OF WARRANTIES

To the fullest extent permitted by law, the Website and its content are provided on an "as is" and "as available" basis.

WorkServe makes no warranties, representations or guarantees regarding:

- Website availability;
 - Website accuracy;
 - Website functionality;
 - Freedom from viruses or malware;
 - Suitability for any particular purpose.
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16. LIMITATION OF LIABILITY

To the fullest extent permitted by law, WorkServe shall not be liable for any direct, indirect, incidental, consequential, special or punitive damages arising from:

- Use of the Website;
- Inability to access the Website;
- Reliance on Website information;
- Technical failures;
- Service interruptions;
- Data loss;
- Cyber incidents;
- Unauthorised access beyond WorkServe's reasonable control.

Nothing in these Terms and Conditions shall exclude or limit liability to the extent that such exclusion or limitation is prohibited by applicable law.

17. INDEMNITY

You agree to indemnify, defend and hold harmless WorkServe, its directors, employees, franchisees, contractors and representatives against any claims, losses, damages, liabilities, costs or expenses arising from:

- Your breach of these Terms;
 - Your misuse of the Website;
 - Your violation of applicable laws;
 - Information submitted by you;
 - Any act or omission attributable to you.
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18. FORCE MAJEURE

WorkServe shall not be liable for any failure or delay in performance resulting from circumstances beyond its reasonable control, including:

- Natural disasters;
 - Severe weather;
 - Fire;
 - Flood;
 - Civil unrest;
 - Strikes;
 - Labour disputes;
 - Government action;
 - Utility failures;
 - Load shedding;
 - Telecommunications failures;
 - Internet disruptions;
 - Cyber incidents.
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19. ACCESS TO INFORMATION

Requests for access to information held by WorkServe may be submitted in accordance with the Promotion of Access to Information Act, 2 of 2000 ("PAIA").

Where applicable, WorkServe's PAIA Manual may be requested from the Information Officer.

20. GOVERNING LAW

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

Any dispute arising from the use of the Website shall be subject to the jurisdiction of the South African courts.

21. SEVERABILITY

If any provision of these Terms and Conditions is found to be invalid, unlawful or unenforceable, the remaining provisions shall remain in full force and effect.

22. ENTIRE AGREEMENT

These Terms and Conditions, together with the WorkServe Privacy Policy and any other policies expressly incorporated by reference, constitute the entire agreement between WorkServe and the User regarding use of the Website and supersede any prior understandings or communications relating thereto.

23. CHANGES TO THESE TERMS

WorkServe reserves the right to amend these Terms and Conditions at any time.

Updated versions will be published on the Website and become effective upon publication.

Continued use of the Website following publication of updated Terms constitutes acceptance of those changes.

24. RESERVATION OF RIGHTS

Any rights not expressly granted in these Terms and Conditions are reserved by WorkServe. Failure by WorkServe to enforce any provision of these Terms shall not constitute a waiver of such rights.

25. CONTACT DETAILS

Workserv (Pty) Ltd t/a WorkServe Cleaning & Solutions

Email: hello@workserve.co.za

Website: www.workserve.co.za

OUR COMMITMENT

WorkServe is committed to operating with professionalism, integrity, accountability and service excellence. These Terms and Conditions are intended to create a transparent framework governing the use of our Website while protecting the rights and interests of both WorkServe and its users.

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