

Terms of Use -SAQCC Gas CoC App

1) Definitions & Interpretation

- 1.1.1) **"the Associations"** means collectively or individually as the context may infer LPGSA NPC; SACGA NPC; SARACCA NPC and SAGA NPC;
- 1.1.2) **"CoC/CoCs"** means the Certificates of Conformity issued by Practitioners on the SAQCC Gas CoC App;
- 1.1.3) **"SAQCC Gas CoC App"** means the Application provided by the **SAQCC Gas** available for download on The Play Store, Apple iStore and Huawei Gallery allowing for the online issuing of CoCs in the following industries, Natural Gas, Liquefied Petroleum Gas, Air Conditioning and Refrigeration Gas, Compressed Industrial and Medical Gases by practitioners registered and in good standing with the SAQCC Gas ;
- 1.1.4) **"PER"** means the Pressure Equipment Regulations issued in terms of the Occupational Health and Safety Act 85 of 1993;
- 1.1.5) **"Practitioner"** means a person duly registered as a Gas practitioner with the SAQCC Gas and authorised to issue CoCs in one or more of the following industries Natural Gas, Liquefied Petroleum Gas, Air Conditioning and Refrigeration Gas, Compressed Industrial and Medical Gases;
- 1.1.6) **"Personal Information"** has the same meaning assigned to this term POPIA;
- 1.1.7) **"POPIA"** means the Protection of Personal Information Act No 4 of 2013;
- 1.1.8) **"SAQCC Gas"** means SAQCC Gas NPC with Registration Number 2008/027203/08
- 1.1.9) **"Terms of Use"** means these Terms of Use governing the use of the SAQCC Gas CoC App;
- 1.1.10) **"Intellectual Property"** means all intellectual property, with a registered, pending registration or unregistered including but not limited to copyright, patents, proprietary material, trademarks, logos, designs, software programs, systems, know-how, trade secrets, new proprietary and secret concepts, methods, techniques, processes, adaptations, ideas, technical specifications and testing methods.

2) Introduction

- 2.1) SAQCC Gas is a Non-Profit Company that has been formed by the Associations to establish a central database which displays details of registered and authorised Practitioners to work on Gas and Gas systems. The Company has been officially appointed and mandated by the Department of Employment and Labour to register Gas practitioners, on their behalf, within the following Gas industries: Natural Gas; Liquefied Petroleum Gas; Air Conditioning and Refrigeration Gas and Compressed Industrial and Medical Gases
- 2.2) The practitioners who "REGISTER" with the SAQCC Gas belong to the different Associations and could be members of those Associations. Registration is compulsory in terms of the OHS Act specifically concerning the PER.
- 2.3) The SAQCC Gas is responsible for ensuring that anyone working on Gas Systems, is competent to do so in terms of the PER.
- 2.4) SAQCC Gas provides the SAQCC Gas CoC App, available for download by Practitioners allowing them to issue CoCs.
- 2.5) The Practitioner will be granted a limited right to utilise the SAQCC Gas CoC App as set out in these Terms of Use to purchase and issue CoCs to its Customers or End Users.

3) Obligations of the Practitioner

- ☞ Please pay specific attention to this specifically marked clause! These clauses either require an **acknowledgement of fact** by you the Practitioner, the Practitioner taking on any **risk or liability** or **limiting the risk or liability of the SAQCC Gas**.
- 3.1) **The Practitioner will utilise the SAQCC Gas CoC App strictly for the purposes provided in these Terms of Use and only for lawful purpose.**
- 3.2) **The Practitioner will secure any pin or password in a safe and secure environment necessary to utilise the SAQCC Gas CoC App.**
- 3.3) **A CoC must not be amended post final submission either through SAQCC Gas CoC App or in any other manner. The CoC on the SAQCC Gas CoC will be the final and admissible version and the records of the Practitioner must correspond.**
- 3.3) **In the event of an error on a CoC, the Practitioner must issue a new CoC which will replace the prior and incorrect CoC.**
- 3.4) **It's the Practitioner's responsibility to manage, maintain and to save all documentation generated by the SAQCC Gas CoC App which is not provided to its users as a storage application.**
- 3.5) **The Practitioner specifically accepts responsibility for and assumes all risk relating to fraudulent transactions, acts and or omissions arising out of their use of the SAQCC Gas CoC App.**
- 3.6) **The Practitioner will at all times comply with the Code of Good Practice for Gas Practitioners failing which they will be subject to disciplinary action and penalisation in terms of the SAQCC Code of Conduct for Gas Practitioners.**
- 3.7) **The Practitioner must ensure that they update the SAQCC Gas CoC App as required to allow for proper functionality and assumes all risk in not doing so. It is imperative that the Practitioner synchronises all offline CoCs before updating the SAQCC Gas CoC App, failing which previously issued CoCs and draft CoCs may become lost to the Practitioner.**
- 3.8) **For sake of convenience functionality to allow for copying and pasting of certain fields may be implemented on the SAQCC Gas CoC App however the Practitioner assumes ultimate responsibility for ensuring that all information recorded on the SAQCC Gas CoC App is true and correct.**

- 3.9) **The Practitioner acknowledges and understands that only a registered Gas practitioner can issue a CoC.**
- 4) **Obligations of SAQCC Gas**
- 4.1) Subject to the provisions of these Terms of Use the SAQCC Gas will maintain and provide the SAQCC GAS CoC App.
- 5) **Intellectual Property**
- 5.1) The Practitioner will have no right or claim in and to the Intellectual Property of the SAQCC Gas CoC App and same remains the sole and exclusive property the SAQCC Gas.
- 6) **Indemnity, Risk & Disclaimer**
- ⚠ Please pay specific attention to this specifically marked clause! These clauses either require an acknowledgement **of fact** by the Practitioner, the Practitioner taking on any **risk or liability** or **limiting the risk or liability** of the SAQCC Gas.
- 6.1) **The Practitioner indemnifies SAQCC Gas as far as law permits, against any claim whatsoever which may be made against the SAQCC Gas arising out of or in connection with any act or omission of the Practitioner, including those acts and omissions which transgress the provisions of Code of Good Practice for Gas Practitioners or which are related, in any way whatsoever to use by the Practitioner of the SAQCC Gas CoC App.**
- 6.2) **SAQCC Gas will not be liable for any indirect, incidental, special or consequential damages arising in connection with the use by the Practitioner of the SAQCC Gas CoC App.**
- 6.3) **SAQCC Gas makes no representations whatsoever as to the availability and correctness of content of the SAQCC Gas CoC App. Any malfunctions and or errors can be reported to coc@saqccgas.co.za however save to rectify same within a reasonable period, SAQCC Gas will in no way be responsible for any loss or damages to the Practitioner for such malfunctions and or errors.**
- 6.4) **Without detracting from the remaining provisions of this clause, SAQCC Gas will not accept liability for incorrect details the Practitioner submits on the SAQCC Gas CoC App.**
- 6.5) **The Practitioner acknowledges that once a CoC is issued it is non-refundable.**
- 6.6) **If the Practitioner's status on the SAQCC Gas CoC App is changed to: Retired, No longer in the industry, license is expired or there's pending disciplinary proceedings, then that Practitioner will only have access to view the history of issued CoCs. They will not be able to purchase and issue a new CoC or complete a non-completed CoC.**
- 7) **Personal Information**
- ⚠ Please pay specific attention to this specifically marked clause!
- 7.1) **The Practitioner consents to SAQCC Gas collecting its Personal Information and where lawful and reasonable, from public sources for business, fraud and compliance purposes. Where the Practitioner gives SAQCC Gas Personal Information about or on behalf of another person the Practitioner confirms that it is authorised to give SAQCC Gas the Personal Information for their legitimate business purposes.**
- 7.2) **It is the Practitioners responsibility and obligation to manage the security for all personal information in the Practitioners environment and comply with all legislation and regulations applicable in relation thereto, as amended from time to time. The Practitioner must notify SAQCC Gas of any breach of security of personal information of a data subject/s in relation to the SAQCC Gas CoC App.**
- 8) **Breach**
- 8.1) If any party breaches any material provision of these terms and remains in breach seven days after having received written notice to remedy such breach by any other party to these terms, the aggrieved party shall be entitled to:
- 8.1.1) sue for specific performance of the defaulting obligations;
- 8.1.2) or to cancel these terms in which case written notice of cancellation shall be given, and in either case the aggrieved party shall be entitled to claim damages as it has suffered.
- 8.2) Any costs incurred by a party pursuant to the breach of the other will be capable of being claimed by the aggrieved party on the attorney and own client scale.
- 9) **General**
- 9.1) SAQCC Gas may add to, amend or replace all or any of the terms of this document by notice to the Practitioner whether by way of email, telephone call, statement message or any other viable means.
- 9.2) It is the Practitioner's responsibility to maintain up to date contact details with SAQCC Gas and give reasonable notice of any change being not less than seven days.
- 9.3) No contract varying, adding to, deleting from or cancelling these terms and no waiver of any right hereunder shall be effective unless reduced to writing and signed by or on behalf of the parties.
- 9.4) Should any provision of these terms be invalid, unlawful and unenforceable, such provision will be severable from the remaining provisions of this agreement.
- 9.5) The termination of these terms will not affect the provisions of this agreement that are provided to operate after the termination of this agreement.
- 9.6) Nothing in these terms create a relationship of partnership, joint venture, agency, sales representative, or employment between the SAQCC Gas and the Practitioner.