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Terms of Use

The terms that apply when you use the website of The Well Digger (Pty) Ltd.

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01 About these terms

These Terms of Use apply to your use of www.thewelldigger.com (the “website”), which is owned and run by The Well Digger (Pty) Ltd, registration number 2016/094046/07 (“we”, “us” or “our”).

By using the website you agree to these terms. If you do not agree with them, please do not use the website.

These terms are read together with our Privacy Policy, our Cookie Policy and our PAIA Manual, which form part of them. Our Privacy Policy explains how we process the personal information you share with us through the website.

02 Who we are

In line with section 43 of the Electronic Communications and Transactions Act 25 of 2002, these are our details:

Full name	The Well Digger (Pty) Ltd
Legal status	Private company, registered in South Africa
Registration number	2016/094046/07
Physical address	20 Potchefstroom Street, Fochville, 2515, Gauteng
Registered office	10 Munt Street, Workshop 03, Industrial Park, Fochville, 2515
Telephone	+27 18 000 5795
Email	info@thewelldigger.com
Website	www.thewelldigger.com

03 Information on this website

The website describes our services: mobile toilet hire, cleaning services and cleaning products, container conversions, fencing, welding, building, renovations and plant hire. We take care to keep it accurate and up to date, but it is provided as general information only and it may change without notice.

The photographs on the website show work we have done. They illustrate our services and are not a promise that every job will look the same, because every site and every brief is different.

Our Insights articles, FAQs and guides are general guidance. They are not professional advice for your particular project, and you should ask us, or a suitably qualified professional, before relying on them for a specific decision.

04 Quotes, hire and orders

There are no prices or online payments on this website. Everything you send us through it, including contact and quote requests, quote lists from our shop and quote builder, and messages sent through our WhatsApp buttons, is an enquiry. It does not create a contract and it does not oblige you or us to go ahead.

A contract only comes into being once we have sent you a written quotation or agreement and you have accepted it. Prices, availability, delivery, lead times and payment terms are confirmed in that quotation or agreement.

The work, hire or products we supply are governed by the terms of that quotation, hire agreement or other written agreement. If they conflict with these Terms of Use, the quotation or agreement applies.

Nothing in these terms limits any right you have as a consumer under the Consumer Protection Act 68 of 2008 or the Electronic Communications and Transactions Act 25 of 2002.

05 Forms, applications and messages

When you send us a form, apply for a vacancy, sign up for our newsletter or message us, you confirm that:

- the information you give us is true, accurate and your own, or you are allowed to share it.
- you are authorised to act for any business or organisation you name.
- any file you upload, such as a CV, is yours to share and is free of viruses and other harmful code.

Applying through our careers page does not guarantee an interview or a job. Signing up for our newsletter is voluntary, it needs your consent, and you can ask us to remove you at any time.

06 Acceptable use

You may use the website for lawful purposes only. You agree not to:

- use the website in a way that breaks any law or infringes anyone else's rights.
- send false, misleading or offensive information, or use another person's details without their permission.
- try to gain unauthorised access to the website, its servers or any system connected to it, including our staff systems.
- upload or send viruses or any other code that could harm the website or another person's device.
- interfere with the website's operation, or place an unreasonable load on it, for example through automated requests.
- copy or extract the website's content in bulk for commercial use without our written permission.

07 Intellectual property

The content of the website, including its text, photographs, logos, the name The Well Digger and the design of its pages, belongs to us or is used with permission, and is protected by South African copyright and trade mark law.

You may view, print and download the website's content for your own use or to deal with us, for example to keep a copy of a policy or share a quote list with a colleague. You may not otherwise reproduce, publish, change or sell it, or use our name or logo, without our written permission.

08 Links to other websites

The website links to websites and services we do not control, such as WhatsApp, Instagram, LinkedIn and OpenStreetMap. We provide these links for convenience. We are not responsible for their content, availability or practices, and your use of them is governed by their own terms.

09 Availability and security

We aim to keep the website available and working properly, but we cannot guarantee that it will always be available, uninterrupted or free of errors. We may change, suspend or withdraw any part of it at any time.

We take reasonable steps to keep the website secure, but no website can be guaranteed free of viruses or other harmful code. Please use up-to-date security software on your own devices.

10 Limitation of liability

As far as the law allows, we are not liable for any loss or damage arising from your use of the website, from not being able to use it, or from relying on its general information, unless it is caused by our gross negligence or wilful misconduct.

This does not exclude or limit any liability that cannot lawfully be excluded or limited, including under the Consumer Protection Act 68 of 2008. Our liability for work, hire or products we supply is set out in the quotation or agreement for them.

You agree to compensate us for any loss, damage or claim that results from your breach of these terms or your unlawful use of the website.

11 Changes to these terms

We may change these Terms of Use from time to time, for example when the website changes or the law requires it. The version displayed on our website at the time you use it will be applicable.

12 General

- These terms are governed by the laws of the Republic of South Africa, and the South African courts have jurisdiction over any dispute about them.
- If any part of these terms is found to be invalid or unenforceable, the rest of the terms remain in force.
- If we do not enforce any part of these terms straight away, we have not given up our right to enforce it later.
- These terms, together with the policies they refer to, are the whole agreement between you and us about your use of the website.

If you have a question about these terms, please contact us at the details below.

13 Contact us

EMAIL	info@thewelldigger.com
TELEPHONE	+27 18 000 5795
ADDRESS	20 Potchefstroom Street, Fochville, 2515, Gauteng
WEBSITE	www.thewelldigger.com