



CAPE CHAMBER

OF COMMERCE & INDUSTRY

Member Deals - Terms and Conditions of Limited Liability

1. These terms and conditions explicitly exempts the Chamber of Commerce & Industry (the 'Chamber') from liability that may arise from either the provider of the deal and the recipient member taking up the deal; hereinafter referred to as the 'Provider' and the 'Member' respectively.
2. The Chamber Member-to-Member Deals are only available to Providers and Members who are active paid-up members of the Chamber subject to the terms and conditions of the Constitution of the Chamber available [here](#).
3. The deal is only available to all permanent staff and directors employed by the Member.
4. The Provider may request the Member to supply his/her Cape Chamber membership number as a reference when redeeming the deal.
5. The deal may be subject to a limited time only and may unilaterally be terminated by the Provider at any time.
6. The Providers may have their own applicable terms and conditions, in relation to the products and/or services they offer, however these terms and conditions for the Member-to-Member deals supersede any form of liability to which the Chamber may be exposed to in the agreements that are entered into between any of the parties.
7. The Provider reserves the right at any time to alter the terms and conditions in respect of the deal, and is obligated to inform the Chamber immediately upon such change.
8. Unless otherwise provided for in any further written agreement in reference to these terms and conditions, the Chamber shall not be held liable to the Provider or the Member or any other parties they may transact with, for any indirect, consequential, special, incidental or punitive damages, including without limitation, loss of use or lost business, revenue, profits, anticipated savings, reputation or goodwill arising in connection with the contracted work, the services, related products, documentation and/ or the intended use thereof under any theory of delict, contract, warranty, strict liability or negligence even if the Party has been advised, knew or should have known of the possibility of such damages.
9. Nothing in these Terms and Conditions shall restrict either party's liability for:
 1. Fraud; or
 2. Death or personal injury caused by its negligence or intentional or willful act;
 3. Damage to real or tangible personal property caused by its negligence or intentional or willful misconduct; or
 4. Any breach of obligations under these Terms and Conditions in respect of confidentiality and intellectual property; or
 5. Any other liability that cannot be excluded by law.
10. The limitation of liability contained in this paragraph shall apply to the fullest extent permissible in law and shall be for the benefit of the parties and their directors, employees and agents in relation to the performance of the Member-to-Member deal or any other goods or services that may be transacted between the Provider and the Member.

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OF COMMERCE & INDUSTRY

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