

# LIFTING EQUIPMENT ENGINEERING ASSOCIATION OF SOUTH AFRICA



Tel: + 27 (0)79 658 5602  
Email: [admin@leeasa.co.za](mailto:admin@leeasa.co.za)  
Website: [www.leeasa.co.za](http://www.leeasa.co.za)

## LEEASA Website Terms of Use Policy

**Effective Date:** 01/07/2026

**Website:** LEEASA Website

**Organisation:** Lifting Equipment Engineering Association of South Africa NPC / LEEASA

**Contact Email:** [admin@leeasa.co.za](mailto:admin@leeasa.co.za)

### 1. Introduction

These Terms of Use govern the use of the LEEASA website, online membership platform, online store, event registration system, training booking platform, digital resources, downloadable documents, online forms, AI tools, and any other online services provided by LEEASA.

By accessing, browsing, registering on, purchasing from, submitting information through, or otherwise using the LEEASA website, the user agrees to be bound by these Terms of Use and all other policies published by LEEASA from time to time.

If a user does not agree with these Terms of Use, the user must not use the LEEASA website or any online services provided through the website.

### 2. Related Policies

These Terms of Use must be read together with LEEASA's other applicable policies, including but not limited to:

- Refund, Cancellation and Returns Policy;
- Privacy Policy;
- PAIA Manual;
- Membership Rules, Code of Conduct or Constitution, where applicable;
- Training and Event Terms;
- Online Store Terms;
- Any other notices or conditions published on the LEEASA website.

Where there is a conflict between these Terms of Use and any specific terms relating to a membership application, product purchase, training course, event or service, the specific terms will apply to that transaction, unless otherwise required by law.

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## 3. Use of the Website

The LEEASA website may only be used for lawful purposes and in a manner that does not infringe the rights of LEEASA, its members, directors, employees, service providers, partners, course providers, sponsors, or any third party.

Users agree not to:

- use the website for fraudulent, unlawful, abusive or harmful purposes;
- submit false, misleading, inaccurate or incomplete information;
- interfere with the operation, security or functionality of the website;
- attempt to gain unauthorised access to any system, account, database, server or restricted area;
- upload malicious code, viruses, spam, corrupted files or harmful content;
- copy, scrape, harvest or extract website data without written permission;
- misuse LEEASA's name, logo, content, documents, certificates, course material or intellectual property;
- impersonate another person or organisation;
- use the website in a way that may damage LEEASA's reputation or operations.

LEEASA reserves the right to restrict, suspend or terminate access to the website or any related service where misuse, abuse, non-payment, fraud, security risk or breach of these Terms of Use is suspected.

## 4. User Accounts and Login Details

Certain parts of the LEEASA website may require users to create an account, register as a member, log into a member portal, submit personal information, or create a profile.

Users are responsible for ensuring that all information submitted to LEEASA is accurate, complete and up to date.

Users are responsible for keeping their usernames, passwords and account access details confidential. LEEASA will not be liable for any loss or damage arising from unauthorised use of a user's account where such unauthorised use results from the user's failure to protect their login details.

Users must notify LEEASA immediately if they become aware of any unauthorised access to or use of their account.

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## 5. Membership Applications and Renewals

Membership applications, renewals and related submissions made through the LEEASA website are subject to LEEASA's membership rules, approval processes, eligibility criteria, Constitution, Code of Conduct and any applicable administrative requirements.

Submission of a membership application does not automatically guarantee acceptance as a member.

LEEASA reserves the right to request supporting documents, verify information, decline an application, suspend a membership, terminate a membership, or refuse renewal where permitted by LEEASA's rules, policies or applicable law.

Membership fees are non-refundable once paid, unless otherwise required by applicable South African law or expressly approved by LEEASA in writing.

Membership of LEEASA does not automatically grant any statutory registration, professional registration, licence, appointment, certification, competency status, ECSA registration or legal authorisation unless expressly confirmed by the relevant authority or law.

## 6. Training Courses and Events

Training courses, seminars, workshops, conferences, webinars, meetings and LEEASA events booked through the website are subject to availability, payment confirmation and any event-specific terms.

LEEASA reserves the right to:

- change event dates, venues, speakers, presenters, course content or delivery format where reasonably necessary;
- cancel or postpone an event or training course;
- refuse attendance where payment has not been received;
- withhold certificates or attendance confirmations where attendance, assessment or payment requirements have not been met;
- remove any attendee whose conduct is disruptive, unsafe, unlawful or contrary to LEEASA's standards.

Completion of a course, attendance at an event, or receipt of a certificate does not automatically mean that the attendee is legally competent, professionally registered, authorised to inspect lifting

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machinery, or approved by any  
stated by the relevant authority or applicable law.

statutory body, unless this is expressly

Refunds and cancellations for training courses and events will be handled in accordance with LEEASA's Refund, Cancellation and Returns Policy.

## 7. Online Store and Product Purchases

Products purchased through the LEEASA online store are subject to product availability, pricing, payment confirmation, delivery arrangements and applicable South African consumer protection laws.

LEEASA will take reasonable steps to ensure that product descriptions, prices, images, specifications and availability information are accurate. However, product images may be for illustration purposes only and may differ slightly from the actual product.

LEEASA reserves the right to:

- correct pricing errors, product descriptions or technical errors;
- decline or cancel an order where a product is unavailable;
- decline or cancel an order where payment has not been received or verified;
- limit quantities where reasonably necessary;
- refuse orders suspected of fraud, abuse or misuse of the website.

Products remain the property of LEEASA or the relevant supplier until paid for in full.

Returns, exchanges and refunds for products purchased through the LEEASA online store will be handled in accordance with LEEASA's Refund, Cancellation and Returns Policy, the Consumer Protection Act, 68 of 2008, and any other applicable South African legislation.

Nothing in these Terms of Use limits any statutory rights that a consumer may have under South African law.

## 8. Payments

Payments made through the LEEASA website may be processed through third-party payment gateways, banks, card processors or other authorised payment service providers.

Users agree to provide accurate billing and payment information and confirm that they are authorised to use the payment method selected.

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LEEASA is not responsible for delays, failed payments, declined transactions, banking errors, payment gateway interruptions, currency conversion charges, card fees, bank charges or third-party processing issues outside LEEASA's reasonable control.

An order, membership renewal, event booking or course registration may only be confirmed once payment has been received or verified by LEEASA.

## 9. Electronic Communications and Records

By using the LEEASA website, users agree that LEEASA may communicate with them electronically, including by email, website notices, online forms, member portal notifications, invoices, receipts or other electronic messages.

Electronic communications, electronic records and online submissions may be used by LEEASA for administrative, legal, membership, training, event, transactional and record-keeping purposes.

Users are responsible for ensuring that the email address and contact details provided to LEEASA are correct and regularly monitored.

## 10. Personal Information and Privacy

LEEASA may collect and process personal information submitted through the website, including information provided during membership applications, event bookings, training registrations, online purchases, contact forms, newsletter subscriptions, payment processes or other website interactions.

LEEASA will process personal information in accordance with its Privacy Policy and applicable South African data protection laws, including the Protection of Personal Information Act, 4 of 2013.

By using the website, the user acknowledges that LEEASA may process personal information for legitimate organisational purposes, including:

- processing membership applications and renewals;
- managing member records;
- processing training and event registrations;
- issuing invoices, receipts and certificates;
- processing online store orders;
- communicating with users;
- maintaining compliance records;
- improving LEEASA services;
- complying with legal and regulatory obligations.

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Users should refer to LEEASA's Privacy Policy for more information on how personal information is collected, used, stored, shared and protected.

## 11. Cookies and Website Analytics

The LEEASA website may use cookies, analytics tools or similar technologies to improve website performance, understand user interaction, maintain security, remember user preferences and support online functionality.

Users may disable cookies through their browser settings, but this may affect the functionality of certain parts of the website.

## 12. Intellectual Property

All website content, including text, graphics, logos, icons, images, documents, forms, policies, training material, videos, course content, product information, software, website layout, downloadable resources and other materials, is owned by or licensed to LEEASA unless otherwise stated.

Users may view and download website content for lawful personal, professional or internal business use only.

Users may not, without prior written permission from LEEASA:

- copy, reproduce, publish, distribute or sell LEEASA content;
- modify, adapt or create derivative works from LEEASA content;
- use LEEASA's logo, name, branding or materials for commercial purposes;
- remove copyright notices or ownership markings;
- present LEEASA content as their own;
- use LEEASA documents, certificates, training material or technical content in a misleading or unauthorised manner.

All rights not expressly granted are reserved.

## 13. Technical, Legal and Industry Information

Information published on the LEEASA website may include industry updates, technical guidance, training information, legislative references, professional notices, standards-related content and general lifting industry information.

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This information is provided for general information and educational purposes only. It must not be treated as professional engineering advice, legal advice, statutory interpretation, inspection instruction, safety approval, competency confirmation or a substitute for consulting the relevant legislation, standards, competent persons, registered professionals, inspectors, legal practitioners or statutory authorities.

Users remain responsible for verifying any information before relying on it in a legal, technical, safety-critical, professional or commercial context.

LEEASA will take reasonable steps to keep website information accurate and current, but LEEASA does not guarantee that all information will always be complete, updated, error-free or suitable for every purpose.

## 14. AI Tools and Automated Assistance

Where LEEASA provides access to AI tools, chatbots, automated assistants or digital guidance systems through the website, such tools are provided for general support and information purposes only.

AI-generated responses may be incomplete, outdated, inaccurate or unsuitable for a specific situation. Users must not rely solely on AI-generated responses for technical, legal, safety, engineering, inspection, certification or compliance decisions.

Any AI tool provided through the LEEASA website does not replace professional judgement, statutory requirements, inspection procedures, competent person assessment, applicable standards, ECSA requirements, Department of Employment and Labour requirements, or any other regulatory obligation.

LEEASA reserves the right to monitor, update, suspend, limit or remove AI tools at any time.

## 15. Third-Party Links and Services

The LEEASA website may contain links to third-party websites, payment gateways, event platforms, training provider websites, sponsor websites, external resources or social media platforms.

These links are provided for convenience only. LEEASA does not control third-party websites and is not responsible for their content, accuracy, security, privacy practices, availability, products or services.

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Users access third-party websites and services at their own risk and should review the applicable third-party terms and privacy policies.

## 16. Website Availability and Security

LEEASA will take reasonable steps to maintain the availability, security and functionality of the website. However, LEEASA does not guarantee that the website will always be uninterrupted, secure, error-free or free from viruses or technical issues.

The website may be unavailable from time to time due to maintenance, updates, technical failures, cyber incidents, service provider issues or circumstances beyond LEEASA's reasonable control.

Users are responsible for using appropriate antivirus software, secure devices, secure internet connections and safe browsing practices when accessing the website.

## 17. User-Submitted Content

Where users submit information, documents, comments, forms, photographs, CVs, motivations, applications, technical documents, company information or any other content to LEEASA through the website, the user confirms that:

- the information is accurate, lawful and not misleading;
- the user has the right to submit the information;
- the submission does not infringe the rights of any third party;
- the submission does not contain unlawful, defamatory, offensive, discriminatory, confidential or harmful material;
- LEEASA may use the submission for the purpose for which it was provided.

LEEASA reserves the right to remove, reject or refuse to process any user-submitted content that breaches these Terms of Use or applicable law.

## 18. Limitation of Liability

To the fullest extent permitted by South African law, LEEASA will not be liable for any direct, indirect, incidental, special or consequential loss arising from:

- use of or inability to use the website;
- reliance on website content;
- technical errors, interruptions or downtime;
- unauthorised access to user accounts due to user negligence;

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- third-party services, websites or payment gateways;
- inaccurate information submitted by users;
- delays or failures beyond LEEASA's reasonable control.

Nothing in these Terms of Use limits or excludes liability where such limitation or exclusion is prohibited by law, including liability that may not be excluded under applicable consumer protection legislation.

## 19. Indemnity

Users agree to indemnify and hold LEEASA, its directors, officers, employees, representatives, service providers and partners harmless from any claim, loss, liability, damage, cost or expense arising from:

- the user's breach of these Terms of Use;
- misuse of the website;
- unlawful conduct;
- false or misleading information submitted by the user;
- infringement of third-party rights;
- unauthorised use of LEEASA's intellectual property;
- breach of any applicable law or regulation.

## 20. Suspension or Termination of Access

LEEASA may suspend, restrict or terminate a user's access to the website, member portal, online store, event booking system, training registration system or any online service if LEEASA reasonably believes that the user has:

- breached these Terms of Use;
- provided false or misleading information;
- failed to make payment;
- abused the website or services;
- engaged in fraud or unlawful conduct;
- created a security risk;
- acted in a manner contrary to LEEASA's interests, rules or standards.

Suspension or termination of website access does not affect any rights or obligations that arose before the suspension or termination.

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## 21. Changes to These Terms

LEEASA may update, amend or replace these Terms of Use from time to time.

The updated version will be published on the LEEASA website and will take effect from the date of publication, unless otherwise stated.

Users are encouraged to review these Terms of Use regularly. Continued use of the website after changes have been published will constitute acceptance of the updated Terms of Use.

## 22. Governing Law

These Terms of Use are governed by the laws of the Republic of South Africa.

Any dispute arising from the use of the LEEASA website, online services, membership platform, online store, training bookings or event registrations will be dealt with in accordance with South African law and, where applicable, the dispute resolution provisions contained in LEEASA's rules, policies or Constitution.

## 23. Contact Details

For questions regarding these Terms of Use, website access, membership, training, events, online purchases, refunds, privacy or related matters, users may contact LEEASA at:

**LEEASA**  
**Email:** [admin@leeasa.co.za](mailto:admin@leeasa.co.za)  
**Telephone:** [+27 (0) 64 507 6857  
**Physical Address:** 42 Amajuba Street, Noordheuwel, Krugersdorp,

## 24. Acceptance

By accessing or using the LEEASA website, creating an account, applying for membership, renewing membership, purchasing products, registering for training, booking events, submitting information or using any online service provided by LEEASA, the user confirms that they have read, understood and accepted these Terms of Use.