

## GEORGE WHITEFIELD COLLEGE WEBSITE TERMS AND CONDITIONS

Field	Details
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Website	www.gwc.ac.za
Institution	George Whitefield College NPC
Registration number	2003/003197/08
NPO number	042885
DHET registration	Registered with the Department of Higher Education and Training as a private higher education institution under the Higher Education Act, 1997, Registration Certificate No. 2007/HE08/002.
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### Document Control

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## **1. Acceptance of these Terms**

By accessing, browsing, using, submitting information through, or interacting with the George Whitefield College website, you agree to be bound by these Terms and Conditions, as amended from time to time.

If you do not agree with these Terms, you must not use this website or submit information through it.

These Terms apply to the use of the GWC website and related online forms, enquiry forms, application links, digital content, downloadable documents, online communications and any website-linked service made available by GWC.

## **2. Purpose of the Website**

The GWC website provides general information about the College, its academic programmes, admissions processes, theological training, events, news, resources, donor information, contact channels and related services.

Information on the website is provided for general guidance only. It does not replace official policies, admission decisions, programme rules, academic regulations, student handbooks, fee schedules, contractual agreements or formal written communication issued by GWC.

### 3. Definitions

In these Terms:

“GWC”, “the College”, “we”, “us” or “our” means George Whitefield College NPC.

“Website” means [www.gwc.ac.za](http://www.gwc.ac.za) and any sub-pages, linked pages, online forms or website-linked services operated by or on behalf of GWC.

“User”, “you” or “your” means any person who accesses, browses, uses, submits information through or interacts with the website.

“Content” means text, images, videos, graphics, documents, forms, logos, icons, designs, software, databases, programme information, articles, resources and any other material made available on the website.

“Personal information” has the meaning assigned to it under the Protection of Personal Information Act, 2013.

### 4. Legal Disclosures and Electronic Transactions

For purposes of website use, electronic communications and online transactions, GWC provides the following legal information: George Whitefield College NPC, registration number 2003/003197/08, NPO number 042885, physical address 34 Beach Road, Muizenberg, 7945, Cape Town, South Africa, telephone +27 21 788 1652, website [www.gwc.ac.za](http://www.gwc.ac.za) and general email [info@gwc.ac.za](mailto:info@gwc.ac.za).

GWC’s DHET registration wording, certificate number, NPO number, legal status, office bearers, place of registration, legal service address and any applicable accreditation or professional body details must be verified before publication.

Where the website or a third-party platform enables an online application, enquiry, donation, booking, payment or other electronic transaction, users must be given a reasonable opportunity, where technically available, to review the transaction, correct mistakes and withdraw before final submission or payment.

Users are responsible for checking that all information submitted online is accurate, current, complete and lawful before final submission.

### 5. Permitted Use

You may access, view, download and print website content for lawful, personal, educational, informational or non-commercial purposes, if you do not remove copyright notices, alter the content in a misleading way, or use it in a manner that damages GWC’s reputation, rights or operations.

You may not use the website for any unlawful, fraudulent, harmful, abusive, disruptive or unauthorised purpose.

## 6. Prohibited Use

You may not:

- interfere with or disrupt the website, its systems, security controls or availability;
- attempt to gain unauthorised access to GWC systems, accounts, portals or data;
- upload malicious code, malware, viruses, scripts or harmful content;
- scrape, harvest or collect personal information, email addresses or contact details for marketing or other unauthorised purposes;
- misrepresent your identity or submit false, misleading or fraudulent information;
- copy, reproduce, sell, commercially exploit or redistribute GWC content without written permission;
- use GWC's name, logo, trademarks or materials in a manner that suggests endorsement without authorisation;
- submit defamatory, discriminatory, offensive, abusive, confidential, infringing or unlawful content through any website form or channel.

GWC may restrict, suspend or block access to the website where misuse, security risk or unlawful activity is suspected.

## 7. Intellectual Property

All website content, including text, images, designs, graphics, logos, videos, documents, resources, structure and layout, belongs to GWC or is licensed to GWC, unless otherwise indicated.

All rights are reserved. No right, title or interest in GWC's intellectual property is transferred to you by your use of the website.

You may not reproduce, adapt, publish, distribute, transmit, commercially exploit or create derivative works from the website content without GWC's prior written consent, except where permitted by law or expressly allowed on the website.

## 8. Applications, Enquiries and Online Forms

Where the website allows you to submit enquiries, sign up for communications, apply to study, upload documents, pay application fees or access external application systems, you agree that all information submitted by you must be accurate, current, complete and lawful.

Submitting an enquiry, application or document does not guarantee admission, acceptance, funding, registration or enrolment.

GWC may require supporting documents, entrance assessments, interviews, verification checks, payment of applicable fees and compliance with admission requirements before any application is finalised.

Applicants and students remain responsible for reading and complying with applicable programme requirements, admission rules, fee schedules, academic policies, RPL/CAT rules, student handbooks and official GWC communications.

Programme availability, accreditation status, entry requirements, lecturers, timetables, course content, delivery methods, dates and fees may change due to academic, regulatory, operational or institutional requirements. Official written communication and approved policies prevail over general website information.

## **9. Fees, Payments, Online Transactions and Refunds**

Where the website refers to application fees, study fees, donations, events or other payments, the applicable fee schedule, invoice, donation terms, event terms, refund/cancellation policy or official GWC communication will apply.

GWC may update fees and payment requirements from time to time. Users are responsible for checking the latest applicable fee information before making payment.

Where payments are processed online, payments may be processed by authorised third-party payment service providers. The payment provider, card storage practices, payment security controls and whether full card details are stored by GWC must be confirmed before publication.

Users should review the applicable payment provider's terms and privacy notice before making payment through a third-party platform.

Refunds, cancellations, deferrals or credits, where applicable, will be handled in accordance with GWC's official policies, fee schedules, event terms, donation terms, written agreements and applicable law.

GWC should confirm and publish transaction-specific refund wording for application fees, tuition fees, event payments, donations, short courses, merchandise or other online payments where applicable.

## **10. Donations**

Where the website allows users to make donations to GWC, donations are voluntary and are processed in accordance with the donor's instructions, GWC's finance procedures and the terms of the applicable payment provider.

Donors are responsible for ensuring that donor details, payment details, recurring donation instructions and communication preferences are correct.

Donation receipts, tax certificates, section 18A documentation or donor acknowledgements, where applicable, will be issued only in accordance with GWC's approved processes and applicable legal requirements. GWC must verify whether and when section 18A wording may be used.

Donation refunds, reversals or allocation corrections will be handled in accordance with GWC finance procedures, donor instructions, payment provider rules and applicable law.

## **11. Electronic Communications and Direct Marketing**

By using the website, submitting an online form, sending an email to GWC, applying online, donating, registering for an event or subscribing to GWC communications, you consent to GWC communicating with you electronically where necessary for institutional, administrative, application, academic, finance, event, donor, legal, security or service-related purposes.

Administration, application, academic, finance, payment, donor receipt, security and service-related communications may be necessary for the relevant relationship or transaction and may not always be optional.

Optional newsletters, fundraising communications, event invitations, prayer letters, campaign communications or marketing communications will be sent in accordance with applicable law and any consent or preference choices available to the user.

GWC must confirm the newsletter, fundraising, alumni and donor communication consent process used on the live website and ensure opt-out/unsubscribe links are operational.

Users may unsubscribe from non-essential electronic communications using the unsubscribe method provided or by contacting GWC.

## **12. Privacy and Protection of Personal Information**

GWC processes personal information in accordance with applicable South African privacy laws, including the Protection of Personal Information Act, 2013.

Personal information may be collected when user's complete forms, submit enquiries, apply to study, upload documents, subscribe to communications, interact with the website, make payments, donate, register for events or communicate with GWC.

GWC should only collect personal information that is reasonably necessary for legitimate institutional, educational, administrative, legal, operational, security, communication, donor, pastoral, student support or related purposes.

GWC may use personal information to respond to enquiries, process applications, manage admissions, administer programmes, communicate with users, manage events, process payments, issue donor records, maintain records, comply with legal obligations, protect systems, improve services and support institutional operations.

Personal information will not be sold. GWC may share personal information with authorised staff, service providers, regulators, professional advisers, payment processors, application platforms, IT providers or other third parties where lawful and necessary.

Users should consult GWC's Privacy Notice and PAIA Manual for more information regarding personal information processing, data subject rights and access to information procedures.

If there is any conflict between this privacy summary and GWC's Privacy Notice, the Privacy Notice applies to privacy processing matters.

Privacy Notice URL, PAIA Manual URL and Information Officer / privacy contact must be inserted and verified before publication.

## **13. Special Personal Information and Children's Information**

Some GWC forms or processes may request special personal information, including information relating to religious context, health, pastoral care, support needs, disciplinary matters or other sensitive information.

GWC will process such information only where lawful, necessary and appropriate for the relevant institutional, educational, pastoral, administrative, legal, safety or support purpose.

If a user is under 18, the user should use the website and submit information only with the involvement of a parent or legal guardian where required. GWC may require parent or guardian consent before processing certain applications, event registrations, payments or personal information relating to minors.

GWC must confirm whether any website forms collect information from minors, children, parents/guardians, emergency contacts, health, pastoral care or special personal information.

#### **14. Cookies and Website Analytics**

The website may use cookies or similar technologies to enable essential website functions, remember preferences, understand website usage, improve user experience, support analytics, embed third-party content and manage consent preferences where implemented.

Cookies may include essential cookies, functionality cookies, analytics cookies, embedded content cookies and marketing or campaign cookies where applicable.

Users may manage cookie preferences through the website consent tool where available, or through browser settings. Disabling certain cookies may affect website functionality.

GWC must confirm whether the live website has a cookie banner, consent tool, analytics tools, embedded videos, pixels, social media plugins or marketing cookies before publication.

#### **15. User Submissions and Uploaded Content**

Where users submit enquiries, documents, testimonials, application information, event details, prayer requests, feedback or other content through the website, users confirm that they have the right to submit that information and that it is accurate, lawful and not misleading.

Users must not upload third-party confidential information, unlawful material, malicious files, copyrighted content without permission, or content that infringes the rights of another person.

GWC may process submitted content for the purpose for which it was submitted and for related institutional, administrative, legal, security, recordkeeping and support purposes.

GWC may remove, restrict or decline to process content that is unlawful, offensive, misleading, infringing, unsafe, irrelevant or inconsistent with these Terms.

#### **16. External Links and Third-Party Services**

The website may contain links to external websites, platforms, payment services, application portals, social media pages, videos or third-party content.

These links are provided for convenience only. GWC does not control and is not responsible for third-party websites, content, privacy practices, security, availability or terms.

Users access external links and third-party services at their own risk and should review the applicable third-party terms and privacy notices.

GWC should verify third-party platforms used by the website, including application portals, payment gateways, Google Workspace / Microsoft links, YouTube/Vimeo, social media, analytics, event platforms and donor platforms.

## 17. Accuracy of Information

GWC takes reasonable steps to keep website information accurate and up to date but does not guarantee that all information will always be complete, current, error-free or available.

Programme information, fees, admission requirements, dates, events, policies, contact details, staff details and resources may change.

Official written communication, approved policies, student handbooks, fee schedules and formal notices take precedence over general website information.

## 18. Availability and Security

GWC does not guarantee uninterrupted, error-free or secure access to the website. Access may be suspended, restricted or unavailable due to maintenance, technical issues, security incidents, third-party service failures or circumstances beyond GWC's control.

Users are responsible for using secure devices, protecting their own credentials, avoiding phishing, and ensuring that documents or information submitted to GWC are lawful and appropriate.

Users must not attempt to test, bypass, exploit or interfere with the security of the website or any GWC system.

Suspected website vulnerabilities, phishing attempts, unauthorised access or security incidents should be reported to GWC through the nominated IT, privacy or security contact. GWC must insert the correct reporting contact.

## 19. Accessibility

GWC aims to make website content reasonably accessible and usable for visitors, applicants, students, donors and other stakeholders.

Users who experience accessibility difficulties may contact GWC using the website contact details so that GWC can consider reasonable steps to assist. GWC must confirm the correct accessibility contact and internal owner.

## 20. Limitation of Liability

To the maximum extent permitted by law, GWC will not be liable for any direct, indirect, incidental, consequential or special loss arising from use of, reliance on, or inability to use the website or website content.

This includes loss arising from errors, omissions, service interruptions, unauthorised access, malware, data loss, external links, third-party platforms, delays, incorrect information supplied by users, or reliance on general website information.

Nothing in these Terms excludes liability that cannot lawfully be excluded under South African law, including liability for fraud, willful misconduct, gross negligence where it cannot lawfully be excluded, or rights that cannot be excluded under applicable consumer, privacy or other legislation.

## **21. Indemnity**

You agree to indemnify and hold GWC harmless from any claim, loss, liability, cost or damage arising from your unlawful use of the website, breach of these Terms, infringement of intellectual property rights, submission of false information, misuse of GWC systems, or violation of applicable law.

## **22. Complaints and Escalation**

Users may raise website-related queries, transaction queries, application queries, payment queries, privacy queries or complaints through the contact details published on the website or in the relevant GWC policy, invoice, form or official communication.

GWC should insert separate contact routes for general website queries, applications, finance/payment queries, donations, privacy/PAIA/POPIA requests, accessibility issues and security reporting.

Privacy and access to information requests should be directed to the Information Officer or the privacy/PAIA contact published by GWC.

## **23. Amendments to these Terms**

GWC may update, amend or replace these Terms from time to time. Updated Terms will be published on the website and will apply from the effective date indicated, or from the date of publication if no date is stated.

Continued use of the website after changes are published means that you accept the updated Terms.

## **24. Governing Law and Jurisdiction**

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

The website is operated from South Africa, and any dispute relating to these Terms or the use of the website will be subject to the jurisdiction of the appropriate South African courts, unless otherwise required by law.

## **25. Severability**

If any provision of these Terms is found to be invalid, unlawful or unenforceable, that provision will be severed from the remaining provisions, which will continue to apply.

## **26. Entire Agreement for Website Use**

These Terms constitute the general agreement between GWC and users regarding use of the website.

Separate written agreements, application terms, student rules, fee schedules, event terms, donor terms, policies, handbooks or official notices may apply to specific transactions or relationships and will prevail where applicable.

## **27. Contact Information**

George Whitefield College NPC  
34 Beach Road

Muizenberg  
7945  
Cape Town  
South Africa

Telephone: +27 21 788 1652

Email: [info@gwc.ac.za](mailto:info@gwc.ac.za)

Website: [www.gwc.ac.za](http://www.gwc.ac.za)

For application-related queries: [applications@gwc.ac.za](mailto:applications@gwc.ac.za)

For privacy, PAIA or POPIA-related queries: [Informationofficer@gwc.ac.za](mailto:Informationofficer@gwc.ac.za)

For website security or vulnerability reports: [cybersecurity@gwc.ac.za](mailto:cybersecurity@gwc.ac.za)

For finance, payment or donation queries: [info@gwc.ac.za](mailto:info@gwc.ac.za)

## 28. Related Documents

These Terms should be read with GWC's applicable policies and documents, including where available:

1. Privacy Notice;
2. PAIA Manual;
3. Cookie Notice;
4. Student Handbook;
5. Application and Admissions Rules;
6. Fee Schedule;
7. Refund and Cancellation Policy;
8. Donation Terms;
9. Event Terms;
10. RPL/CAT Policies;
11. Website Cookie Consent settings;
12. Acceptable Use Policy;
13. Information Security Policy;
14. Data Protection / Data Security Policy.