



WEBSITE TERMS AND CONDITIONS

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1. Definitions and Interpretation

1.1.1. "ECT Act" refers to the Electronic Communications and Transaction Act No 25 of 2002, including any amendments.

1.1.2. "Frame" means organizing the website into distinct frames, where each frame shows a different HTML document, thereby breaking the link between the content and the URL.

1.1.3. "User" means any individual who accesses and/or utilizes the website of Chantelle van der Merwe Registered Dietitian / Essential Nutriments.

1.1.4. Essential Nutriments / Chantelle van der Merwe Registered Dietitians website means the website displaying authorized official content from Essential Nutriments and Registered Dietitians (Chantelle van der Merwe and Jeannine Stokes-Waller)

1.1.5 Chantelle van der Merwe Registered Dietitians refers to the registered medical practice of Chantelle van der Merwe , HPCSA Registration Number: DT0044709 in association with Jeannine Stokes Waller , HPCSA Registration Number DT0010529

1.1.6. "The Practice" refers to the registered medical practice of Chantelle van der Merwe , HPCSA Registration Number: DT0044709 in association with Jeannine Stokes Waller , HPCSA Registration Number DT0010529

1.1.7. "Site content" means textual, visual, or auditory content encountered during the user's experience.

1.1.8. "Website" means a collection of web pages (documents accessed via the Internet).

Unless explicitly stated otherwise, words referring to one gender include all genders; singular terms include plural terms and vice versa; and references to natural persons include corporate or unincorporated entities and the state, and vice versa.

2. Permitted Use and License

2.1. By accessing the Essential Nutriments/ Chantelle van der Merwe Dietitians website, the User agrees to abide by the terms and conditions outlined herein, as well as all applicable laws.

2.2. The Essential Nutriments/ Chantelle van der Merwe Dietitians website permits the User to view and print the website's content, provided such content is used exclusively for personal, educational, and/or non-commercial purposes.

2.3. Content on the website may not be used for any commercial or non-private purposes without the prior written consent of insert name's practice.

2.4. Users are permitted to access and use the website solely for lawful purposes.

2.5. No individual may frame this website in any manner without the express prior written consent of Chantelle van der Merwe's practice.

2.6. Users are prohibited from copying, reproducing, reusing, retransmitting, adapting, publishing, framing, posting, uploading, modifying, broadcasting, or distributing any Site content in any way.

3. Intellectual Property Rights and Domain Names

3.1. All intellectual property on the website, including but not limited to trademarks, domain names, patents, text, graphics, software, icons, hyperlinks, and design elements, belongs to Essential Nutriments/ Chantelle van der Merwe Dietitians and is safeguarded against infringement by both national and international legislation.

3.2. All Site content remains the exclusive property of its respective owner and is protected by all relevant copyright, trademark, patent, and other applicable laws.

3.3. Nothing on this Website should be interpreted as granting any license or right to distribute content without the explicit written permission of Essential Nutriments/ Chantelle van der Merwe Dietitians

4. Severability

If, for any reason, any provision contained herein is found to be void or unenforceable, it will be separated to the extent it is void or unenforceable, and the remaining provisions will continue in full force and effect.

5. Waiver

5.1 Although Essential Nutriments/ Chantelle van der Merwe Dietitians will make reasonable efforts to ensure the reliability of website content, inaccuracies may occur. Therefore, it is crucial that the User acknowledges:

5.1.1. Use of the website is at their own risk.

5.1.2. The website is provided to the User "as is".

5.2. Furthermore, the User is prohibited from:

5.2.1. Placing any information, personal or otherwise, on the Essential Nutriments/ Chantelle van der Merwe Dietitians website.

5.2.2. Creating additional hyperlinks on the Essential Nutriments/ Chantelle van der Merwe Dietitians website.

5.2.3. Defacing the Essential Nutriments/ Chantelle van der Merwe Dietitians website.

5.2.4. Deleting, altering, and/or amending content on the Essential Nutriments/ Chantelle van der Merwe Dietitians website.

6. Hyperlinks

6.1. The Website may include hyperlinks to other websites not controlled by Essential Nutriments/ Chantelle van der Merwe Dietitians practice. Such links do not imply endorsement, agreement, or support of the content on those other sites.

6.2. Downloading material from these sites may carry the risk of infringing intellectual property.

6.3. It is the User's responsibility to verify the authenticity of any website linked to the Essential Nutriments/ Chantelle van der Merwe Dietitians website.

6.4. The Practice is not responsible for ensuring that hyperlinks remain operational.

7. Security

7.1. Although Essential Nutriments/ Chantelle van der Merwe Dietitians acknowledges that a completely secure online environment is not achievable, The Practice is committed to implementing reasonable security measures to protect the content of its website.

7.2. The User's privacy is of great importance to Essential Nutriments/ Chantelle van der Merwe Dietitians. Consequently, any information provided to Essential Nutriments/ Chantelle van der Merwe Dietitians is stored on a secure server.

7.3. Essential Nutriments/ Chantelle van der Merwe Dietitians does not sell or rent personal information about individual members (such as name, address, email address, telephone, or fax number) to third parties.

7.4. Essential Nutriments/ Chantelle van der Merwe Dietitians may disclose personal information in response to a specific request from a law enforcement agency, subpoena, court order, or as legally required.

7.5. Essential Nutriments/ Chantelle van der Merwe Dietitians will compile the information users provide to the practice to offer services and personalize the use and visits of the Essential Nutriments/ Chantelle van der Merwe Dietitians website.

7.6. Essential Nutriments/ Chantelle van der Merwe Dietitians may also use such information to inform users about changes in the services Essential Nutriments/ Chantelle van der Merwe Dietitians offers and/or about features that may be of interest to Users. By providing Essential Nutriments/ Chantelle van der Merwe Dietitians with this information, users consent to Essential Nutriments/ Chantelle van der Merwe Dietitians use of it for these purposes and for the purposes outlined in Essential Nutriments/ Chantelle van der Merwe Dietitians Privacy Policy, including for processing User requests.

7.7. For additional details regarding The Practice's handling of a User's personal information, please refer to the Privacy Policy.

8. Disclaimer and Limitation of Liability

8.1. Information presented on the Essential Nutriments/ Chantelle van der Merwe Dietitians website is solely for informational purposes and is not intended to constitute professional advice, as individual circumstances vary.

8.2. The Practice is not liable to Users for information posted on the Essential Nutriments/ Chantelle van der Merwe Dietitians website.

8.3. The Practice is not liable for the actions of Users of the Essential Nutriments/ Chantelle van der Merwe Dietitians website.

8.4. By using the Essential Nutriments/ Chantelle van der Merwe Dietitians website, a User agrees to indemnify, defend, and hold harmless The Practice, its lawful agents, employees, and representatives from all damages, losses, and expenses, including legal expenses arising from the following:

8.4.1. Any claims for the infringement of intellectual property rights, libel, or defamation related to any material the User may send to the Essential Nutriments/ Chantelle van der Merwe Dietitians website.

8.4.2. The User's breach of any provisions of these terms and conditions of the Essential Nutriments/ Chantelle van der Merwe Dietitians website.

8.4.3. Any claims, costs, losses, damages, or expenses, whether direct or indirect, monetary or otherwise, that any person may suffer as a result of or in consequence of the use of or reliance on any information or material provided on the Essential Nutriments/ Chantelle van der Merwe Dietitians website.

8.5. The Practice, its lawful agents, employees, and representatives are further indemnified against any costs, losses, damages, or expenses that any person may incur as a result of entering into any transaction with any third party, including linked webpages, due to reliance on any information contained on the linked webpages or any related site.

8.6. Under no circumstances shall The Practice, its lawful agents, and representatives mentioned on this website, be liable for any damages whatsoever, whether for bodily, moral, or material injury (including, without limitation, indirect, punitive, incidental, and consequential damages, lost profits, expenses, costs, or damages resulting from lost data or business interruption) arising from the use or inability to use the Essential Nutriments/ Chantelle van der Merwe Dietitians website and the material contained therein, whether based on warranty, contractual or extra-contractual liability, any other legal matters, and regardless of whether The Practice, its lawful agents, employees, and representatives were advised of the possibility of such damages.

9. Content Removal and Correction

Users should report any untrue, inaccurate, illegal, and/or harmful content appearing on the Essential Nutriments/ Chantelle van der Merwe Dietitians website. Essential Nutriments/

Chantelle van der Merwe Dietitians undertakes to correct and/or remove any such content as soon as it becomes aware of it.

10 Entire Agreement

10.1. The terms and conditions set out herein constitute the complete agreement between the User and The Practice and shall take precedence over any disclaimer and/or legal notices attached to any communications and/or postings received by The Practice from the User.

10.2. Any failure by The Practice to exercise or enforce any rights or provisions shall not be considered a waiver of such rights or provisions.

10.3. No amendment to these terms and conditions or any provision or term herein, or of any other conditions on this website, shall be binding unless made by and recorded in writing by The Practice.

10.4. To the extent permitted by law, The Practice shall not be bound by any express or implied term, representation, warranty, promise, or similar element not explicitly recorded herein.

11. Governing Law

The Essential Nutriments/ Chantelle van der Merwe Dietitians website is controlled, and operated from the Republic of South Africa; therefore, South African law governs the use of the Essential Nutriments/ Chantelle van der Merwe Dietitians website.

12. Jurisdiction

The High Court of South Africa (Witwatersrand Local Division) shall have jurisdiction over any legal proceedings whatsoever arising from this Agreement.

13. Legal Costs

The Practice shall not be responsible for legal costs and expenses incurred by the User to obtain professional advice relating to these terms and conditions.

14. Breach of Terms and Conditions

Should the User violate any terms and conditions of this website, The Practice shall be entitled, without prejudice to its rights under these terms and conditions or at law, to claim damages from the User or to initiate criminal proceedings.

15 Update of the Terms & Conditions

These Terms and Conditions were last updated in June 2026.

HPCSA Registration Number: DT0044709

Essential Nutriments/ Chantelle van der Merwe Dietitians

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