



**WILKENS VAN EMMENIS**  
— INCORPORATED —  
Attorneys & Mediators

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## TERMS OF USE

[WWW.WVEINC.CO.ZA](http://WWW.WVEINC.CO.ZA)

Wilkens Van Emmenis Incorporated | Registration Number 2026/074663/21

Attorneys and Mediators

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## 1 ACCEPTANCE OF THESE TERMS

- 1.1 These terms of use ("**the Terms**") govern access to and use of the website located at [www.wveinc.co.za](http://www.wveinc.co.za) and any subdomain of it ("**the Website**"), which is owned and operated by Wilkens Van Emmenis Incorporated ("**WVE**", "**the firm**", "**we**", "**us**" or "**our**").
- 1.2 By accessing, browsing or using the Website, or by submitting an enquiry or a consultation booking request through it, you agree to be bound by these Terms. If you do not accept these Terms, you must not use the Website.
- 1.3 These Terms constitute an agreement in electronic form. In terms of sections 11 and 12 of the Electronic Communications and Transactions Act 25 of 2002 ("**ECTA**"), information is not without legal force and effect merely on the grounds that it is wholly or partly in the form of a data message, and a requirement in law that a document be in writing is met if the document is in the form of a data message and is accessible in a manner usable for subsequent reference.

1.4 These Terms must be read together with the firm's Privacy Policy, Cookie Policy and PAIA Manual, each of which is available on the Website and each of which is incorporated into these Terms by reference.

1.5 Where the firm accepts a mandate from you, the letter of engagement and the firm's standard terms of engagement govern that mandate. In the event of conflict between these Terms and a letter of engagement, the letter of engagement prevails in respect of the mandate.

## 2 INFORMATION ABOUT THE FIRM

2.1 The following information is furnished in accordance with section 43(1) of ECTA.

|                                                             |                                                                                                                                                                                |
|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Full name and legal status                                  | Wilkens Van Emmenis Incorporated, a personal liability company incorporated in terms of the Companies Act 71 of 2008                                                           |
| Registration number                                         | 2026/074663/21                                                                                                                                                                 |
| Date of incorporation                                       | 11 February 2026                                                                                                                                                               |
| Directors                                                   | Mr Victor Wilkens and Mr Ruan van Emmenis                                                                                                                                      |
| Nature of business                                          | Attorneys and mediators                                                                                                                                                        |
| Physical address and address for service of legal documents | Eastlands Office Park, Office 125 Regus, 1 Bentel Avenue, Boksburg, 1459, Gauteng, Republic of South Africa                                                                    |
| Postal address                                              | Same as physical address                                                                                                                                                       |
| Telephone                                                   | 010 143 3895                                                                                                                                                                   |
| Email                                                       | info@wveinc.co.za                                                                                                                                                              |
| Website                                                     | www.wveinc.co.za                                                                                                                                                               |
| Regulatory body                                             | Legal Practice Council, established in terms of section 4 of the Legal Practice Act 28 of 2014                                                                                 |
| Code of conduct                                             | The Code of Conduct for all Legal Practitioners, Candidate Legal Practitioners and Juristic Entities, published in terms of section 36(1) of the Legal Practice Act 28 of 2014 |
| Fidelity Fund certificates                                  | Held by both directors in terms of section 84 of the Legal Practice Act 28 of 2014 for the current calendar year                                                               |
| Professional indemnity insurance                            | Cover held with the Legal Practitioners Indemnity Insurance Fund NPC                                                                                                           |
| VAT registration number                                     | Not registered for value added tax                                                                                                                                             |

|                     |                                        |
|---------------------|----------------------------------------|
| Information Officer | Mr Victor Wilkens, victor@wveinc.co.za |
|---------------------|----------------------------------------|

2.2 The firm renders legal services in the Republic of South Africa. Both directors are admitted attorneys of the High Court of South Africa and are enrolled with the Legal Practice Council. The firm does not hold itself out as qualified to advise on the law of any foreign jurisdiction.

### 3 NO LEGAL ADVICE AND NO ATTORNEY AND CLIENT RELATIONSHIP

3.1 The content of the Website is provided for general information only. It is not legal advice, is not a substitute for legal advice, and must not be acted upon as such.

3.2 The law changes, and its application depends on the particular facts of each matter. Content on the Website may become out of date. No representation is made that the content reflects the law as at the date on which you read it.

3.3 No attorney and client relationship is created between you and the firm by:

3.3.1 your access to or use of the Website;

3.3.2 your submission of an enquiry or a consultation booking request through the Website;

3.3.3 any communication with the firm by electronic mail, telephone or otherwise before a mandate has been accepted; or

3.3.4 the conduct of an initial consultation, whether or not a fee is charged for it.

3.4 An attorney and client relationship is created only when the firm has completed its client acceptance procedures, has confirmed in writing that it accepts the mandate, and a letter of engagement has been concluded.

3.5 Until a mandate has been accepted in writing, the firm assumes no duty to advise you, to act on your behalf, to protect your interests, or to take any step in relation to any time limit, prescription period or procedural deadline applicable to any potential claim.

- 3.6 Time limits and prescription periods apply to most legal claims. If you believe you may have a claim, you should obtain legal advice without delay. The firm accepts no responsibility for any right that is lost or prejudiced before a mandate is accepted.

## 4 ENQUIRIES, BOOKINGS AND CONSULTATIONS

- 4.1 The Website provides forms by which you may submit a general enquiry or request a consultation. The submission of such a form is a request only. It does not constitute an appointment, and it does not oblige the firm to accept a mandate or to make an appointment available.
- 4.2 A consultation is confirmed only when the firm has expressly confirmed the date, time, duration and format of the consultation in writing. The firm endeavours to respond within 24 hours during business hours, but does not warrant any particular response time.
- 4.3 The firm does not accept walk-in clients. All consultations, including consultations during office hours, are by prior appointment.
- 4.4 Consultations are conducted in person at the firm's offices or by means of Microsoft Teams. Where a consultation is conducted by electronic means, you accept the inherent limitations of that medium, including the possibility of interruption, loss of connection and degraded audio or video quality.
- 4.5 Consultations are not recorded by the firm unless all participants have consented in advance. You may not record a consultation without the prior written consent of the firm and of every other participant. Unlawful interception or monitoring of communications is prohibited by the Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002.
- 4.6 You must not submit information through the Website forms that is confidential, privileged or sensitive. Information submitted through the forms is transmitted through a third-party form processing service situated outside the Republic and is not encrypted end to end. If your matter requires the transmission of confidential information, please contact the firm by telephone to arrange a secure method of delivery.

## 5 CONFLICTS OF INTEREST AND UNSOLICITED INFORMATION

- 5.1 The firm is obliged to avoid conflicts of interest. Before a mandate is accepted, the firm conducts a conflict search against its existing and former clients and against the parties identified in the enquiry.
- 5.2 Information that you submit before a mandate is accepted is not treated as confidential to the extent necessary to conduct that conflict search, and its submission does not preclude the firm from acting for another party in the same or a related matter.
- 5.3 You are accordingly asked to limit the information provided in an enquiry or booking request to a brief description of the nature of the matter and the identity of the parties involved, and not to disclose the merits of your matter or any privileged or confidential information, until the firm has confirmed in writing that it is able to accept the mandate.
- 5.4 Where the firm is unable to accept a mandate, it will notify you and will deal with the information submitted in accordance with its Privacy Policy.

## 6 FEES, QUOTATIONS AND TRUST MONIES

- 6.1 No fees are payable for access to or use of the Website.
- 6.2 Any indication of fees on the Website, or given in response to an enquiry, is an estimate given for guidance only. The firm's fees depend on the nature, complexity, urgency and value of the matter, and are agreed in the letter of engagement.
- 6.3 The Website does not process payments. The firm does not accept payment by credit card or through any payment gateway on the Website.
- 6.4 Trust deposits and advance payments are made by direct electronic funds transfer to the firm's trust account maintained in terms of section 86 of the Legal Practice Act 28 of 2014. Fees and disbursements invoiced by the firm are paid by electronic funds transfer to the firm's business account.
- 6.5 **Warning as to banking details.** The firm's banking details do not change. Business email compromise and payment redirection fraud are prevalent in

the legal sector. Before making any payment to the firm, you must telephone the firm on 010 143 3895 using a number obtained independently of the email in question, and verbally verify the account number, branch code and account holder with a member of the firm known to you. The firm accepts no liability for any loss arising from a payment made to an account that was not verified in this manner.

## **7 INTELLECTUAL PROPERTY**

- 7.1 All intellectual property in and to the Website, including its text, layout, design, graphics, photographs, icons, source code, compilation and structure, vests in the firm or in its licensors and is protected by the Copyright Act 98 of 1978 and other applicable law.
- 7.2 The name "Wilkens Van Emmenis", the abbreviation "WVE", the WVE monogram and shield device, and the firm's other names, logos and devices, whether registered or unregistered, are trade marks of the firm and are protected at common law and, where registered, in terms of the Trade Marks Act 194 of 1993.
- 7.3 You may view the Website, and print or download extracts from it, for your own personal, non-commercial reference. Save to that extent, you may not, without the prior written consent of the firm:
  - 7.3.1 reproduce, adapt, translate, publish, distribute, transmit or make available to the public any part of the Website;
  - 7.3.2 use any content of the Website for a commercial purpose, or incorporate it into any other work or publication;
  - 7.3.3 use the firm's trade marks, names or devices, or any mark confusingly similar to them, in any manner;
  - 7.3.4 frame or deep link to the Website, or present it as forming part of another website; or
  - 7.3.5 use any automated means, including any robot, spider, scraper or data mining tool, to access, copy, index or extract content from the

Website, or to use that content for the training of any machine learning or artificial intelligence system.

- 7.4 Nothing on the Website is to be construed as granting, by implication, estoppel or otherwise, any licence or right to use any intellectual property of the firm.

## **8 PERMITTED AND PROHIBITED USE**

- 8.1 You may use the Website only for lawful purposes and in a manner that does not infringe the rights of, or restrict or inhibit the use of the Website by, any other person.

- 8.2 You may not:

- 8.2.1 gain or attempt to gain unauthorised access to the Website, to the server on which it is hosted, or to any computer system, database or network connected to it;
- 8.2.2 interfere with, damage, disable or overburden the Website, or introduce into it any virus, trojan, worm, logic bomb, ransomware or other malicious code;
- 8.2.3 intercept, acquire, modify or delete any data belonging to the firm or to any other person;
- 8.2.4 submit any content that is unlawful, defamatory, harassing, obscene, hateful, or that infringes the rights of any person;
- 8.2.5 impersonate any person, or misrepresent your identity or your association with any person; or
- 8.2.6 use the Website to transmit unsolicited commercial communications.

- 8.3 Conduct of the kind described in clauses 8.2.1 to 8.2.3 may constitute an offence in terms of the Cybercrimes Act 19 of 2020, including the offences of unlawful access to a computer system or data storage medium, unlawful interception of data, and unlawful acts in respect of software or hardware

tools. The firm will report suspected offences to the South African Police Service and will co-operate fully in any investigation.

- 8.4 The firm may, without notice and without prejudice to any other right, suspend or terminate your access to the Website where it reasonably believes that you have breached these Terms.

## **9 LINKS TO AND FROM OTHER WEBSITES**

- 9.1 The Website may contain links to, or content embedded from, websites operated by third parties, including an embedded map service on the contact page. Those links and that content are provided for convenience only.
- 9.2 The firm does not control, endorse, or accept responsibility for the content, availability, accuracy, security or privacy practices of any third-party website or service. Your use of a third-party website or service is governed by that party's own terms and privacy policy.
- 9.3 You may link to the home page of the Website provided that you do so in a manner that is fair and lawful, that does not damage the firm's reputation or take unfair advantage of it, and that does not suggest any form of association, approval or endorsement where none exists. The firm may withdraw permission to link at any time.

## **10 AVAILABILITY, ACCURACY AND CURRENCY OF THE WEBSITE**

- 10.1 The Website is provided on an "as is" and "as available" basis. The firm does not warrant that the Website will be available without interruption, that it will be free of errors or defects, or that it or the server on which it is hosted is free of viruses or other harmful components.
- 10.2 The firm may at any time and without notice suspend, withdraw, modify or discontinue the Website or any part of it, including for maintenance, upgrading or security purposes.
- 10.3 While reasonable care is taken in the preparation of the content of the Website, the firm does not warrant that the content is complete, accurate or

current. Legislation, case law and practice change, and content is not updated continuously.

- 10.4 You are responsible for maintaining your own information technology security, including appropriate anti-virus and anti-malware protection, and for backing up your own data.

## 11 ELECTRONIC COMMUNICATIONS

- 11.1 Electronic mail and other electronic communications are not secure. Messages may be intercepted, corrupted, delayed, lost, incompletely delivered or infected with malicious code. The firm cannot guarantee the security, confidentiality or timely delivery of any electronic communication.
- 11.2 In terms of section 23 of ECTA, a data message is regarded as having been sent when it enters an information system outside the control of the originator, and is regarded as having been received when the complete data message enters an information system designated or used for that purpose by the addressee and is capable of being retrieved and processed by the addressee.
- 11.3 In terms of section 23(c) of ECTA, a data message is regarded as having been sent from the originator's usual place of business and as having been received at the addressee's usual place of business.
- 11.4 An electronic communication sent by or to the firm is not an advanced electronic signature as contemplated in section 13(1) of ECTA unless it is expressly identified as such. Where a signature is required by law, the parties will agree on the method of signature.
- 11.5 You must satisfy yourself that any communication purporting to come from the firm is authentic. The firm will never notify you of a change to its banking details by electronic mail. Clause 6.5 applies to every payment.
- 11.6 The firm's outgoing electronic communications are intended solely for the addressee and may be privileged or confidential. If you receive a communication from the firm in error, you must notify the firm immediately, must not use or disclose its contents, and must delete it.

## 12 PERSONAL INFORMATION, PRIVACY AND COOKIES

- 12.1 The firm processes personal information in accordance with the Protection of Personal Information Act 4 of 2013. The manner in which personal information is collected, used, shared, secured and retained, and the rights available to data subjects, are set out in the firm's Privacy Policy.
- 12.2 The Website uses cookies and similar technologies. Strictly necessary cookies are placed without consent. Non-essential cookies are placed only where you have accepted them by means of the cookie banner. The firm's Cookie Policy sets out the categories of cookies used, their purposes and duration, and the manner in which consent may be given, refused or withdrawn.
- 12.3 The firm is a private body for the purposes of the Promotion of Access to Information Act 2 of 2000. Its PAIA Manual, which sets out the procedure for requesting access to a record of the firm, is available on the Website.
- 12.4 The firm does not process personal information for the purpose of direct marketing by means of electronic communication except in accordance with section 69 of POPIA.

## 13 LIMITATION OF LIABILITY

- 13.1 To the fullest extent permitted by law, the firm, its directors, employees, candidate legal practitioners, consultants and agents are not liable for any loss or damage of whatever nature, whether direct, indirect, special, incidental, consequential or punitive, including loss of profit, loss of business, loss of goodwill, loss of data or loss of anticipated saving, arising out of or in connection with:
- 13.1.1 the use of, or the inability to use, the Website;
  - 13.1.2 reliance placed on any content of the Website;
  - 13.1.3 any interruption, suspension, delay, defect, error, omission or unavailability of the Website;

- 13.1.4 any virus or other harmful component transmitted through the Website;
  - 13.1.5 the interception, corruption, delay, loss or unauthorised access to any communication transmitted to or from the firm by electronic means; or
  - 13.1.6 the content, availability or conduct of any third-party website or service linked to or embedded in the Website.
- 13.2 Nothing in these Terms excludes or limits the liability of the firm for fraud, for wilful misconduct, or for any liability which cannot lawfully be excluded or limited.
- 13.3 The liability of the firm in respect of the rendering of legal services is governed by the letter of engagement and by the firm's standard terms of engagement, and not by this clause.
- 13.4 The firm is a personal liability company. In terms of section 19(3) of the Companies Act 71 of 2008, the directors and past directors are jointly and severally liable together with the company for the debts and liabilities of the company contracted during their respective periods of office.

## 14 INDEMNITY

- 14.1 You indemnify the firm and hold it harmless against any claim, demand, action, loss, damage, cost or expense, including legal costs on the attorney and own client scale, arising out of or in connection with your breach of these Terms, your unlawful or negligent use of the Website, or any content that you submit through the Website.

## 15 CONSUMER PROTECTION

- 15.1 Where the Consumer Protection Act 68 of 2008 ("**CPA**") applies to a transaction between you and the firm, nothing in these Terms is to be construed as limiting, excluding or waiving any right conferred on you by the CPA, and any provision of these Terms that is inconsistent with the CPA is,

to the extent of the inconsistency, of no force and effect in relation to that transaction.

15.2 The CPA does not apply to a transaction in which the consumer is a juristic person whose asset value or annual turnover equals or exceeds the threshold determined by the Minister in terms of section 6 of the CPA.

15.3 Where Chapter VII of ECTA applies to an electronic transaction with the firm, the protections conferred by that Chapter, including the cooling-off right in section 44 of ECTA, apply irrespective of the legal system otherwise applicable to the agreement, as provided in section 47 of ECTA. Section 44 does not apply to the transactions excluded by section 42(2) of ECTA.

15.4 Section 45 of ECTA, which formerly regulated unsolicited commercial communications, was repealed with effect from 30 June 2021 by section 110 of POPIA. Direct marketing by means of electronic communication is now regulated by section 69 of POPIA and, in relation to consumers, by section 11 of the CPA.

## 16 REGULATORY INFORMATION AND COMPLAINTS

16.1 The firm and its directors are subject to the Legal Practice Act 28 of 2014, the Rules made in terms of section 95 of that Act, and the Code of Conduct published in terms of section 36(1) of that Act.

16.2 A complaint concerning the conduct of a legal practitioner of the firm may be lodged with the Legal Practice Council. The firm asks that a complaint first be raised directly with the firm so that it may be addressed. The particulars of the Legal Practice Council are:

|                           |                                                                                                                                  |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| National Office           | 851 River View Park Street, Riverview Office Park, Halfway Gardens, Midrand, 1685                                                |
| Telephone                 | 010 001 8500                                                                                                                     |
| Website                   | <a href="http://www.lpc.org.za">www.lpc.org.za</a>                                                                               |
| Gauteng Provincial Office | Procforum Building, 123 Paul Kruger Street, Pretoria, 0002   012 338 5800   <a href="mailto:info@lpc.org.za">info@lpc.org.za</a> |

16.3 A complaint concerning the processing of personal information may be lodged with the Information Regulator in terms of section 74 of POPIA. A complaint concerning a request for access to a record may be lodged with the Information Regulator in terms of section 77A of PAIA. The particulars of the Information Regulator are set out in the firm's Privacy Policy and PAIA Manual.

## **17 AMENDMENT OF THESE TERMS**

17.1 The firm may amend these Terms at any time by publishing the amended Terms on the Website. The amended Terms take effect on publication.

17.2 The version number and the date of the last review appear on the first page. You should review these Terms each time you use the Website. Continued use of the Website after publication of an amendment constitutes acceptance of the amended Terms.

## **18 CESSION AND ASSIGNMENT**

18.1 You may not cede, assign, delegate or otherwise transfer any of your rights or obligations under these Terms without the prior written consent of the firm.

18.2 The firm may cede, assign, delegate or otherwise transfer its rights and obligations under these Terms to any successor in title or to any entity into which the practice of the firm is incorporated or with which it is merged.

## **19 SEVERABILITY, WAIVER AND ENTIRE AGREEMENT**

19.1 Each provision of these Terms is severable from the others. If any provision is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable, that provision is severed and the remaining provisions continue in full force and effect.

19.2 No indulgence, extension of time, relaxation or latitude granted by the firm constitutes a waiver of any of its rights, and the firm is not precluded from exercising any right which may have arisen in the past or which may arise in the future.

19.3 These Terms, together with the Privacy Policy, the Cookie Policy and the PAIA Manual, constitute the entire agreement between you and the firm in relation to the use of the Website, and supersede all prior representations, understandings and arrangements relating to that subject matter.

19.4 No variation of these Terms is of any force or effect unless it is published by the firm on the Website in accordance with clause 17 or is reduced to writing and signed by a director of the firm.

## **20 GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION**

20.1 These Terms, and any dispute or claim arising out of or in connection with them, their subject matter or their formation, whether contractual or delictual, are governed by and construed in accordance with the law of the Republic of South Africa.

20.2 The Website is controlled, operated and administered by the firm from its offices in Boksburg, Gauteng, Republic of South Africa. The firm makes no representation that the content of the Website is appropriate or available for use outside the Republic. If you access the Website from outside the Republic, you do so at your own initiative and are responsible for compliance with the laws of the jurisdiction concerned.

20.3 You consent to the jurisdiction of the Magistrates' Court having jurisdiction over your person in terms of section 45 of the Magistrates' Courts Act 32 of 1944 in respect of any proceedings arising out of these Terms, notwithstanding that the claim or its value may otherwise exceed the jurisdiction of that court. The firm is not precluded from instituting proceedings in the High Court of South Africa, Gauteng Division, in which event the firm bears its own additional costs occasioned by that election.

20.4 The firm is willing to refer any dispute arising out of these Terms to mediation before litigation is commenced, on terms to be agreed. Nothing in this clause obliges either party to mediate, or precludes either party from seeking urgent interim relief from a court of competent jurisdiction.

## 21 NOTICES AND DOMICILIUM

21.1 The firm chooses as its domicilium citandi et executandi, for the service of all notices and legal process arising out of these Terms, its physical address set out in clause 2.1.

21.2 You choose as your domicilium citandi et executandi the physical address and the electronic mail address furnished by you to the firm, and you must notify the firm in writing of any change.

21.3 A notice given under these Terms is deemed to have been received:

21.3.1 if delivered by hand during business hours, on the date of delivery;

21.3.2 if sent by prepaid registered post, on the seventh business day after posting; and

21.3.3 if sent by electronic mail, on the date and at the time contemplated in clause 11.2, unless the contrary is proved.

21.4 Notwithstanding anything to the contrary, a written notice actually received by a party is adequate notice, notwithstanding that it was not sent to or delivered at the chosen domicilium.

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### WILKENS VAN EMMENIS INCORPORATED

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