Research Final Report BUQS4031

Digital technologies and IT in construction - Legal requirements of using email communication in large organizations in the South African construction industry.

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Declaration

We as Group 2 (Thabo Bonokoane, Tebogo Leshabane and Mokhotatsi Letsi) declare that this research report has been produced by us as the result of our own research. This research has been done in accordance with the ethics code stipulated by the University of the Witwatersrand, Johannesburg. Clear reference have been made where we have quoted work done by other sources such as journal articles, textbooks and conference papers. We acknowledge that all the sources have assisted us. We confirm that no part of this research report has been published.

Acknowledgements

We would like to acknowledge our supervisor Mr Paul Rudziske and supporting Discourse staff for their valuable contribution and their support in the completion of this Discourse paper.

Dedication

We would like to dedicate this research to our respective support systems and to all the people who have helped us get to the point of publishing this research report. We hope that this report will be of help to you.
Executive Summary

Abstract
This study interprets and reviews the legal requirements of using email communication in the construction industry looking at large organisations in South Africa. It focuses on the general lack of awareness from construction participants relating to legal requirements of using email communication as well as construction participants’ lack of awareness that is due to their unfamiliar knowledge of the Electronics Communications and Transactions (ECT) Act 2002, which outlines the legal requirements of using email communication. The study addresses the results found from an investigation resulting from email communication between construction participants. The investigation aims at interviewing three disciplines in the large construction organisations, namely Quantity surveyors, Construction Project Managers as well as Civil engineers, furthermore an analysis of case studies as well as document analysis such as the ECT Act will serve to interpret the legal requirements and review the legal framework of using email communication in the construction industry. The study adopts a mixed methodology approach to achieve its primary and secondary objectives.

Keywords:
Electronics Communications and Transactions (ECT) Act 2002; Email communication; Legal requirements; Construction industry; Large organisations and Construction participants.
Chapter 1

1. Introduction

We live in a world that is governed by laws and legislation. “There never has existed, and it is entirely safe to say that there never will exist, on this planet any organization of human society, any tribe or nation however rude, any aggregation of men however savage, that has not been more or less controlled by some recognized form of law” (http://www.historyoflaw.info/). Laws and legislation have proved to be the ultimate core structure that has kept civilisation intact. Laws and legislation have evolved over time in conjunction with the evolvement of civilisation. With the evolution of civilisation, the construction industry birthed and has been ever evolving along with civilisation. Civilisation has entered an electronic age, and this has given rise to laws and legislation as well as the construction industry having to adapt to the electronic age.

“Law is not a static body of inflexible rules and unyielding tradition. The dynamism of contemporary economic culture and technological evolution requires the law to adapt itself to modern demands (Kidd, Jr and Daughtrey, Jr, 2000). The electronic age has ushered in the development of the internet; furthermore this development has birthed electronic mailing (email). Email is defined as messages distributed by electronic means from one computer user to one or more recipients via a network. In the article by Dave Crocker entitled Email History highlights that “network email was developed for the ARPANET [the first global network which evolved into the Internet we know today] shortly after it was created, and has evolved into the powerful technology we use today”. Dave Crocker importantly summarises in the article that “Email is a natural communication technology that developed along with the evolution of the Internet”. Communication is defined as a “two-way process of reaching mutual understanding, in which participants not only exchange (encode-decode) information, news, ideas and feelings but also create and share meaning. In general, communication is a means of connecting people or places. In business, it is a key function of management--an organization cannot operate without communication between levels, departments and employees” (http://www.businessdictionary.com/definition/communication). The nature of emails being a natural communication technology, has led to its adoption in the construction industry. The nature of the South African construction industry is characterised by the way in which large
organisations operate. The adoption of email communication use by large organisations in the construction industry, has led to construction having to adopt electronic communication laws.

Construction participants use email communication because “email is now quickly and easily accessible 24/7 on desktop computers, laptops, iPads, tablets and smartphones. Because of this, there is a tendency to use email more frequently and less carefully than more formal means of communication such as writing, stamping and mailing a letter” (Heady, 2013). Construction participants’ tendency to use email more frequently and less carefully has given rise to neglect, regarding legal requirements attached to the use of emails. The South African legislation has listed the legal requirements attached to the use of emails under Chapter 3 of the ECT Act 25 of 2002. The legal requirements listed in the ECT Act relating to email communication has a general message that aims to explain that: “[Construction participants] should be reminded that every email they send or receive on a project will become part of the project record and may have to be produced to an opposing party if there is a construction dispute arising out of the project and litigation or arbitration ensues” (Heady, 2013).

Email communication between construction participants has improved the way in which participants receive and send information. Emails allow for participants to share information to a broader base; promotes transparency; facilitates information management by automatically storing every communicated email; time efficient due to its instant transfer quality and is easily accessible. The benefits that email provides are very important to the construction industry and that is why the understanding of the legalities of email use is important to understand.

1.1 The research problem

How email legal requirements, influence the use of emails in the construction industry.

The benefits of email allow the construction industry to communicate on a high level of efficiency. Email in the construction industry is now quickly and easily accessible at all times to construction participants, which results to construction participants having a tendency to frequently use emails in a less careful manner. The careless actions stem from a background relating to the lack of knowledge of the extent email use legalities carry. The extent of email legalities are explained in the ECT Act 25 of 2002. Construction participants not being familiar with the extent of the acts legalities is the element of the problem.
1.2 The purpose of the study

The main purpose of the study was to investigate the effect legal requirements that email communication between construction participants in large South African construction organisations entails. This study was undertaken because there is a need to educate construction participants about the legally enforceable effects that are attached to email use. The study has an importance because, based on the ramifications that could yield from the misuse of email is not clearly understood by construction participants that could lead to the collapse and reputation degradation of an organisation through contractual and legality claims against the organization. Clients as well as contractors have a tendency to try finding loopholes to sue for claims during projects or after projects and this can be stopped by correctly adhering to legalities relating to email use. For construction participants to comply with email use legalities will prove to reduce claim risk.

The study will increase the book of knowledge in the communication facilitation and business transactions facilitation in construction activities through a vigorous core compliance structure relating to email use. Awareness of the ECT Act will allow construction participants to be cautious of regulatory structures and allow an efficient flow to interactions between the participants.

1.2 The objectives and aims of the study

Main Objective:

- To investigate the legal requirements of using email communication in large construction organisations in South Africa.

Secondary Objectives:

- To analyse if large organisations in the South African construction industry are aware of the legal requirements of using email communication.
- To evaluate if organisations are compliant of the statute.
- To identify the provisions that the JBCC as the most used standard form of contract makes for email communication.
- To discover if organisations in the built environment are aware of the Electronic Communications and Transactions Act
1.3 The research questions

Main research question:

- What are the legal requirements of using email communication in large construction organisations in South Africa?

Secondary research questions:

- Are large organisations in the South African construction industry aware of the legal requirements of using emails communication?
- Are organisations compliant to the statute?
- Are organisations in the built environment aware of the Electronic Communications and Transactions Act?
- What provisions does the JBCC make for email communication?
Chapter 2

2 Literature review

Communications plays a vital role in construction projects. Commentators have noted the importance of communication and its role in respect of project success, and have referred to communication as the lifeblood of a construction project. In construction projects communications can include notices, approvals, requests, determinations etc. It is estimated that project managers, engineers and project team members spend about 90% of their working time engaged in some form of communication, be it in meetings, writing emails, reading reports, or talking to the different stakeholders involved in the project.

While the ECT Act has clarified the legal status of modern means of communication, some confusion still prevails as to the application and extent of the ECT Act across the built environment. To answer the research question and address the research problem thereof the background literature has been employed together with the interpretation of the ECT Act. We have added further information material to offer a thorough response to the main research problem that is stated below.

The main research problem stated in this report is that participants within the built environment are in general unacquainted with the ECT Act and consequently uncertain of the definite legal consequences that employing the present methods of communication has in either a contractually arranged communication structure or certainly whichever communication structure of any kind.

A lot of people pay little regard to the possible legal ramifications of their business communications if such communications have not been condensed to writing in the form of an official legal document. However it is imperative to realize when an obligatory contractual relationship may be established. The prevalent usage of online systems of communication and technology in the execution of day to day trade has shed new light on the ideologies that have founded contractual formation. There has been a recent decision undertaken by the High Court which emphasized the probability of incurring losses as a result of using e-mail communication techniques in the perspective of settlement negotiations.
Similarly, when finalizing a construction contract parties ought to cautiously think through and clearly agree on the modes of suitable project communications and contractually propose a communication system to be used for the period of the construction process. Sections that contain a stipulated condition that “electronic resources are regarded acceptable” are excessively broad. It is imperative to make sure that project participants are able to preserve the best record of construction project documents that specify which methods of communications should be allocated, so as to make certain that the promotion of legal assurance throughout the records exchanged between the parties has been achieved and that a best record is offered to stakeholders (Maritz, 2015).

2.1 Communication requirements in the standard forms of construction contracts

There are four main standard forms of construction contracts used in the South African construction industry namely: FIDIC, JBCC series 2000 and the NEC3 family of standard form contracts. This study will focus on the JBCC as it the most popular according to a publication made by the CIDB; (Construction industry development board (2013) SUBCONTRACTING IN THE SOUTH AFRICAN CONSTRUCTION INDUSTRY; OPPORTUNITIES FOR DEVELOPMENT).

**JBCC**

The JBCC refers to the Joint Building Contracts Committee which was established in 1984. The JBCC standard form of contracts was initially published in 1991 for use in South Africa. The main JBCC contract is the Principal Building Agreement and it offers the following with regard to communications:

Notifications are defined as “a communication issued by either party, the principal agent and/or agents to the other party or any agent to, inter alia, record an event, request for outstanding information and/or where suspension and/or resumption of the works, or termination of this agreement is contemplated.”

Clause 1.2 of the JBCC renders it a prerequisite for communications to be in writing. This clause states that: “In this document, unless inconsistent with the context, the words 'accept, allow, appoint, approve, authorize, certify, decide, demand, designate, grant, instruct, issue,
list, notice, notify, object, record, reduce, refuse, request, state and their derivatives require such acts to be in writing.”

Clause 2.5 of the JBCC deals with when notifications are considered to be received: “Notices given in terms of this agreement shall be deemed to have been received where:

(1) Delivered by hand - on the day of delivery

(2) Sent by electronic mail within one (1) working day – it should also be noted that the Construction and Engineering practice group has come to an agreement that the JBCC method is the accurate one and agreements should be drafted or amended so that all contractual communications sent by electronic means are deemed to be received 24 hours after dispatch.

(3) Sent by registered post — within seven (7) calendar days after posting”

2.2 Electronic Communications according to the ECT Act

The ECTA governs the use of electronic communications, which are defined in the Act as ‘communications by means of data messages’.

Section 11 gives legal validity to data messages.

“Data” is defined in the ECTA as the “electronic representations of information in any form”; and

‘Data message’ as is defined as the “data generated, sent, received or stored by electronic means and includes: (a) voice, where the voice is used in an automated transaction; and (b) a stored record;”

Section 12 of states that the requirement that a document or information must be in writing is met if the said document or information is in a form of a data message and is accessible in a manner usable for subsequent reference.

Section 13(1) states that “where the signature of a person is required by law and such law does not specify the type of signature, that requirement in relation to a data message is met only if an advanced electronic signature is used.”
Section 13(3) states that “where an electronic signature is required by the parties to an electronic transaction and the parties have not agreed on the type of electronic signature to be used, that requirement is met in relation to a data message if:

(a) a method is used to identify the person and to indicate the person’s approval of the information communicated: and

(b) having regard to all the relevant circumstances at the time the method was used, the method was as reliable as was appropriate for the purposes for which the information was communicated.”

Section 15 states that data messages are admissible in any legal proceedings and requires data messages to be given due evidential weight. In assessing the evidential weight of data messages, regard must be had (amongst other things) to:

(a) The reliability of the manner in which the data message was generated, stored and communicated; and

(b) The reliability of the manner in which the integrity of the data message was maintained.

2.3 Recent case law

In the recent case of Spring Forest Trading v Wilberry t/a Ecowash and another, the parties approached the court with a question of whether or not the email communications exchanged between the parties satisfied the “in writing” and “signed” requirement that was contained in a non-variation or cancellation clause of an agreement between two parties.

The parties concluded a written agreement in terms of which the respondent (Willberry) appointed the Sprint Forest Trading (appellant) as its operating agent (“main agreement”).

The main agreement contained a non-variation clause which provided that no variation or cancellation should be affected unless reduced to writing and signed by both parties. The parties later concluded four rental agreements (“subsidiary agreements”) which were subject to the standard terms of the main agreement.

The appellant’s inability to meet some of its obligations under the subsidiary agreements, led to the parties discussing multiple options of a way forward, including cancelling the
agreements. The options were discussed by the parties via email. The appellant elected the option of cancellation and communicated its choice to the respondent via email.

The respondent later disputed the validity of the cancellation on grounds of non-compliance with the non-variation clause in all the agreements and successfully applied to the High Court for an interdict pending the institution of an action for breach of contract. The question before the SCA was whether the emails communications complied with “in writing” and “signed” requirements as provided for in the non-variation clause. The court, in answering this question, considered the provisions of section s 13(1) and (3) of ECTA.

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Section 13(3) states that “where an electronic signature is required by the parties to an electronic transaction and the parties have not agreed on the type of electronic signature to be used, that requirement is met in relation to a data message if:

(a) A method is used to identify the person and to indicate the person’s approval of the information communicated: and

(b) Having regarded all the relevant circumstances at the time the method was used, the method was as reliable as was appropriate for the purposes for which the information was communicated.”

The SCA held that:

The ECTA distinguished between instances where a signature is required by law on the one hand and when a signature it is imposed as a requirement by the parties on the other. Where signature is required by law, the requirement for a signature is met (in relation to a data message) if an “advance electronic signature” is used provided that the law does not specify the type of signature required.

Advanced electronic signature is defined in the ECTA as “an electronic signature which results from a process which has been accredited by the [Accreditation] Authority as provided for in section 37”.

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One would have to apply to the accreditation authority for accreditation of products and services in advance of electronic signatures.

Section 13(4) states that where an electronic signature is used, the signature is regarded as being valid unless the contrary is proven.

In respect of the instance where the parties impose the requirement themselves and do not specify the type of signature, the requirement will be met if the two provisions in section 13(3) are met. Namely, that “a method is used to identify the person and to indicate the person’s approval of the information communicated: and having regard to all the relevant circumstances at the time the method was used, the method was as reliable as was appropriate for the purposes for which the information was communicated.”

This case dealt with s13(2), where the signature requirement was imposed by the parties, by agreement. The respondent’s contention that section 13(1) should be interpreted to include instances where the parties impose their own formalities was dismissed by the court.

The emails constituted a separate electronic transaction (i.e. separate from the main and subsidiary agreements) as it was an agreement to cancel existing agreements. The court relied on section 22 of ECTA which refutes any contention that an agreement is without legal force solely because it is concluded partly or wholly by means of data messages.

The emails clearly and unambiguously indicate the intention to cancel the agreements and the typewritten names of the parties at the foot of their emails, which were used to identify the user, constitute “data” that was logically associated with the data in the body of the emails, and thus constituted signature. They therefore satisfy the requirement of a signature and had the effect of authenticating the information contained in the emails”. And accordingly, the agreements were validly cancelled.

The lesson that can be taken from the SCA judgement is that drafter of agreements must be clear in respect of the “in writing” and “signed” requirements. This means that if it is the intention of the parties that any agreement or addendum should be signed in the traditional sense (i.e. done by hand), the non-variation or cancellation clause should specify that in clear and unambiguous terms. This can be done by expressly stating that “signed” shall mean a signature executed by hand and on paper. The parties can go even further by specifying the individual(s) whose signature is required in order to effect a variation or cancellation.
Chapter 3

3.1 Methodology

The aim of this study was to investigate the level of knowledge that professionals have about the legal requirements of using emails when interacting in the construction industry and the existence of the Electronic Communication and Transaction Act 35, of 2005 that governs the use of emails as a form of electronic communication. The purposes of this chapter are to:

- describe the research methodology of this study,
- explain the sample selection,
- describe the procedure that will be used in designing the instrument and collecting the data,
- provide an explanation of the statistical procedures that will be used to analyse the data, and
- Ethical considerations and measures to provide trustworthiness are also discussed.

3.1.1 The research process

For the purpose of this study, we have used the research onion to explain the stages we have went through to formulate an effective methodology. The benefits of this research onion are that it illustrates the steps by which a methodological study will be described.
Saunders et al (2009:170) stated that “the way in which the research question is asked, will inevitably involve the [inquiries] in exploratory, descriptive or explanatory research, leading to an answer that is descriptive, descriptive and explanatory or just explanatory.”

- Exploratory studies are useful to asking questions to uncover what is happening and gain a better insight about the topic being studied. Ways in which exploratory research can be conducted is by means of reviewing literature, interviewing ‘experts’ on the topic, carrying out in-depth individual interviews, etc. Exploratory research may begin with a broad focus area and progressively narrow down as the research study progresses. Saunders et al, (2009)

- Descriptive research is useful when an understanding of an “accurate profile of events, persons or situations” Saunders et al, (2009:171) is required. Descriptive research can be seen as an extension of explanatory research however a clear depiction of the phenomenon on how to collect data prior to actual data collection commences.

- Explanatory research is useful when inquirers aim to “establish causal relationships between variables” Saunders et al, (2009:172). Explanatory research is critical when studies aim to analyse a given situation and or problem area in order to explain the relationship between variables.

For the purpose of this study, we have chosen the nature of the research design to be exploratory and descriptive studies. This was to allow the investigation of the level of knowledge that professionals have about the legal requirements of using emails when interacting in the construction industry and the existence of the Electronic Communication and Transaction Act 25, of 2005 that governs the use of emails as a form of electronic communication. Furthermore, descriptive research did not fit into the definition of either qualitative or quantitative research methodologies but rather it used both methods, making it a mixed method of research that can be utilised to collect data within the same study and thereafter describe the data collected to ascertain the reasons why construction participates are reluctant if not ignorant to comprehend the ECT Act and the legal implications that emails upholds.
3.1.2 Research approach

The research approaches chosen was motivated by the research question and objectives, philosophy, research approach and purpose as well as other such pragmatic concerns. “Research approaches are plans and procedures for research that span the steps from broad assumptions to detailed methods of data collection, analysis and interpretation” (Creswell, 2008: p3).

Following diagram shows the approaches of undertaking research and elements to consider.

Mixed methods involve the collection and mixing or integration of both qualitative and quantitative data in the study. The premise of this approach is that it combines both qualitative and quantitative approaches, in order to provide a more well-rounded understanding of the research problem that either is in a standalone position or not.

3.2 Research design

It is because of the purpose of the study, a mixed method is deployed in the study. Creswell and Clark, (2011: 2) defines mixed method as “those that include at least one quantitative method (design to collect numbers) and one qualitative method (designed to collect words), where neither type of methods is inherently linked to any particular inquiry paradigm.”
This method was chosen to gain a holistic overview of the research problem and because it allowed for better evaluation of the findings.

Furthermore, mixed method was chosen with the purpose to gain a greater understanding of the existing theory as well as to test our hypothesis with regards to the legal requirements of using emails and legal ramifications attached to its use by various professionals in the construction industry. Moreover, for the data collection (quantitative and qualitative), the semi-structured interviews aimed at achieving the purpose of the research question and objectives. Semi-structured interviews are techniques of data collection and are used for descriptive and explanatory research (Saunders et al, 2009).

### 3.2.1 Research design technique

The following techniques were utilised in the study:

- Semi-structured interview (face-to-face)
- Semi-structured interviews (open ended written responses)

However, the study also considered published literature, Electronic Communication and Transaction Act, and the Internet for qualitative method.

### 3.2.2 Population

“The full set of cases from which a sample is taken is called a population” (Saunders et al, 2009: 212).

It is because of the purpose of the study, the population consists of “Big five” construction companies in the South African construction industry. The big giants’ organisations in construction industry are as follows:

- Aveng,
- Group Five,
- Murray & Roberts (M&R),
- Wilson Bayly Holmes-Ovcon (WBHO), and
- Stefanuti and Stocks.

From the above organisation only three responded. They are:

- Aveng
- Group 5
• **Stefanuti and Stocks**

From the above organisations, which their head-quarters are based in the Gauteng province, one (1) professional from Aveng; two (2) professionals from Group 5; one (1) professional from Stefanuti and Stocks, making a total target population and sample of four (4) participants were interviewed for responses for the purpose of collecting qualitative data for the study. The participants that were interviewed for responses were as follows:

- Two (2) Quantity surveyors,
- Two (2) Construction Managers.

### 3.2.3 Sampling technique

According to Saunders *et al.*, (2009), sampling techniques can be divided into two categories namely:

- Probabilistic and
- Non-probabilistic.

#### 3.2.3 Probabilistic sampling

In this sampling technique, the probability of selecting a sample from the population is known and there is an equal chance of all people participating in the study. Research questions can be answered and by estimating characteristics of the population from the sample, objectives can be achieved.

#### 3.2.4 Non-probabilistic sampling

Saunders *et al.*, (2009), states that the non-probabilistic technique offers a range of alternative techniques to select samples based on subjective judgments. A single case study may provide sufficient information to address the research question by providing theoretical insight. In this technique interviews can be conducted to gather qualitative data.

#### 3.2.5 Sampling technique that was used in the study

In relation to the purpose of the study, probabilistic sampling was utilized because of the population was known and there was a chance for all professionals in the construction industry...
to participate. However, there were several techniques available in probabilistic sampling and only one technique was utilised for the study because of its researched results. The stratified random sampling technique was adopted for sampling purposes for the study.

In the sampling technique the population was divided in half based on a number of characteristics. It has encompassed some amount of random sampling because random samples are drawn from a stratum. Stratified random sampling technique was utilised in the study and used for our allocated targeted population because significant strata in the sampling frame was distinguished. A substantial number from the population was expected to participate in the study for significant sample sizes.

Four (4) respondents responded from a targeted fifteen respondents. The intention was to gain responses from at least 10% of the targeted population. The responses totalled to a 26.67% response from our targeted pollution which was an initial fifteen respondents.

3.3 Data sources and Data collection techniques

The purpose of data collection in mixed method research is to develop answers to the research question (Creswell and Clark, 2011). Mixed method research comprises of both qualitative and quantitative methods.

The primary data for the study was gathered or rather collected through the use of semi-structured interviews, published literature, and the Electronic Communication and Transaction Act (ECT). Therefore, qualitative research methods were adopted to gather primary data and the quantitative research method was adopted to collect secondary data. Thus mixed method was adopted by the study.

The steps below outline the procedure followed by the study, in obtaining the access to respondents who participated in the study.

**For the semi-structured interview (face-to-face):**

1. Request the introductory (acknowledgement) letter from the School of Construction Economics and Management, Witwatersrand University.
2. Called Stefanuti and Stocks to confirm an appointment.
3. Present the introductory letter to the Stefanuti and Stocks to request participation.
4. Request for approval from participant through an interview set date.
5. Record the data on the scheduled date of approved interview.

For the Semi-structured interviews (open ended written responses)

1. Request the introductory (acknowledgement) letter from the School of Construction Economics and Management, Witwatersrand University.
2. Emailed contacts from Group 5 and Aveng to seek approval.
3. Emailed attachment of the acknowledgement letter together with the semi-structured interview questions upon approval to participate.
4. Received completed questions and acknowledgement evidence from Group 5 and Aveng participants.

The face-face interview offered a more in-depth opinionated response to questions because secondary questions aroused from conversation. The written open ended questions had some detailing in them, however some participants gave a brief descriptions of their responses and withheld certain information that could have helped in the study.

3.3.1 Aspects of validity and reliability

“The reliability and validity you ascribe to secondary data are functions of the method by which the data were collected and the source” (Saunders et al, 2009). When analysing the source of data, valuation of validity and reliability are made. Sources are categorised as reliable and trustworthy and their existence rests on the credibility of their data.

Semi-structured interviews were utilised to collect data from the sample population, for primary and secondary data respectively and nevertheless estimating the response rates by using these data collection techniques was a bit challenging. However, elements of validity and reliability were noted and they are as follows:

- Adequacy and trustworthiness.
- Self-selection or non-response bias

3.4 Sampling techniques

The utilised sampling method was a stratified (random) sampling technique. A population was divided into homogeneous, mutually exclusive subgroups, called the strata and a sample was
interviewed from each stratum. The goal was to guarantee that all groups in the population were adequately represented.

We acquired university consent forms to distribute to the stratums notifying them of the study that is being conducted. According to the approval from the stratum, the strata were approached based on the allocation of strata availability from the stratum, whilst adhering to stratum policies. Upon the identification of the strata, Semi-structured interviews (face-to-face) and Semi-structured interviews (open ended written questions) the commencing of data collection was started.

The stratum was the large construction organisations within South Africa namely (Aveng; Group 5 and Stefanuti Stocks). The strata were 2 Quantity Surveyors and 2 Construction Managers from each stratum that was available for response.

3.5 Ethical considerations

Ethical measures were important and include ethical conduct towards participant’s information as well as honest reporting of the results. The ethical measures in the study included and considered:

- Consent from participants
- Confidentiality and Anonymity through verbal agreement and an approved consent form from the school.
- Privacy in not providing participants names in the study.
- Dissemination of results and the right to withdraw from the study; however all participants agreed to continue with the study.

3.6 Constraints

- Time was a constraint because fifteen interviews had to be conducted.
- The accesses to the different locations of the identified companies to be approached were a problem.
- Transport costs and airtime to call companies.
- Conditions binding interviewees to the research.
- Approvals to gain interview access.
3.7 Limitations

- Professionals were difficult to locate because some were site based.
- Professionals were too busy.
- Companies denied accesses to interview professionals.
- The stratum was narrowed down to three companies.
- The strata were narrowed down to four participants.

3.8 Assumptions

- A representation of three out of the five companies forms a majority perspective.
- A representation of two built environment professions gives us an idea of how communication in the built environment practice is employed.
- A representation of four participants’ responses is adequate for data analysis.
Chapter 4

4.1 Data Analysis and Presentation

In this chapter the collected data is gathered. The data is then analyzed and set out in a manner were readers can understand the essence of the data.

4.2 Limitations

- An initial total of 15 professionals from QS, CM and Civil Engineering professions were supposed to be interviewed.
- Interviews were supposed to be conducted face to face; however only one interview was conducted in that manner.
- Only QS and CM representatives were present.
- Written answers were not written in-depth in comparison to the face to face interview.
- Audible recording settings.

4.3 Data Collection

Various professionals in the construction sector representing large organizations in the South African construction industry were interviewed in order to get a wider perspective of legal requirements of using email communication in SA construction. A thematic approach will be used to analyze the gathered responses with the aim of identifying key themes emerging from the responses to support the study.

4.4 Response Analysis

It must be noted that the respondent’s names will be anonymous; however the names of the companies they represent will be mentioned because the information forms an important part of the study. Figure 1 below shows the demographical information and company name each respondent represents.
The analysis reveals that three out of the top five large organizations in the South African construction industry were represented. It is quite clear that the responses represent 60% of the views shared by large organizations on the study investigating the legal requirements of using email communication in large construction organisations in South Africa. Aveng is the largest firm out of the top five, followed by Group five in third place and Stefanuti Stocks in fifth place. The ranking orders reveal that the views presented are a majority perspective. Figure 2 below shows evidence to the rankings of the top five firms in the South African construction industry.

Figure 1: Demographic data and Company name of Respondents

<table>
<thead>
<tr>
<th>Respondent</th>
<th>Profession</th>
<th>Company name</th>
</tr>
</thead>
<tbody>
<tr>
<td>R1</td>
<td>QS</td>
<td>Aveng</td>
</tr>
<tr>
<td>R2</td>
<td>QS</td>
<td>Group Five</td>
</tr>
<tr>
<td>R3</td>
<td>CM</td>
<td>Group Five</td>
</tr>
<tr>
<td>R4</td>
<td>CM</td>
<td>Stefanuti Stocks</td>
</tr>
</tbody>
</table>

The table below provides further insights into the financial performance of these companies:

<table>
<thead>
<tr>
<th>Company</th>
<th>Share price (cents)</th>
<th>Price to book</th>
<th>Market cap Rbn</th>
<th>Price change on a year %</th>
<th>DY %</th>
<th>PE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aveng</td>
<td>3287</td>
<td>1.0</td>
<td>15.3</td>
<td>4.3</td>
<td>3.9</td>
<td>12.4</td>
</tr>
<tr>
<td>M&amp;R</td>
<td>3000</td>
<td>2.4</td>
<td>9.9</td>
<td>22.3</td>
<td>–</td>
<td>–</td>
</tr>
<tr>
<td>WBHO</td>
<td>12670</td>
<td>2.3</td>
<td>8.4</td>
<td>13.0</td>
<td>2.6</td>
<td>10.0</td>
</tr>
<tr>
<td>Group Five</td>
<td>2940</td>
<td>1.2</td>
<td>3.6</td>
<td>7.7</td>
<td>1.5</td>
<td>10.2</td>
</tr>
<tr>
<td>Stefstock</td>
<td>1160</td>
<td>1.0</td>
<td>2.2</td>
<td>7.9</td>
<td>3.3</td>
<td>6.9</td>
</tr>
</tbody>
</table>

Figure 2: (http://www.moneyweb.co.za/archive/sas-bigfive-winners-in-construction-often-lose/ [Last accessed: 28 October 2016])
The respondents were asked to respond to seven questions. The purpose of the responses to the questions, aims to answer the main question of the study and four other secondary questions of the study from an empirical view of the practice. The responses of each question will be analyzed with the purpose of achieving study objectives.

Question 1: How often do you make use of emails and what do you normally use email for?

- R1 makes daily use of email. R1 makes use of email by communicating documents, setting up meetings and receiving project information from involved project stakeholders.
- R2 makes daily use of email. R2 makes use of email by communicating documents, sending instructions and communicating anything related to project/work that have to be carried out.
- R3 makes daily use of email. R3 makes use of email for formal communication and to confirm telephonic conversations.
- R4 makes daily use of email. R4 makes use of email for communication to other involved stakeholders and recording telephonic conversations issuing project instruction.

The responses clearly reveal that majority of the large construction organizations prefer the use of email as a medium of communication in every day to day practice. The responses reveal that project data sharing amongst built environment is the most common use of email in the construction industry. A practice of using email as a recording tool can be seen as well.

Question 2: Where do you normally access your emails and how has this convenience impacted you?

- R1 accesses emails on a personal laptop. R1 response was that easy access to email has made work more convenient and that the use of the work email account is only for work related purposes.
- R2 accesses emails on a personal computer. R2 response was that working has been made easier because of the easy access of email and that the work email account is connect to a company sever were email communication is monitored.
• R3 accesses emails on a personal laptop that is just meant for work. R3 response was that he had work and personal email accounts and this is convenient because personal vendettas do not interfere with work related issues.

• R4 accesses emails on a personal laptop. R4 response was that emails fast tracks the communication process.

The responses reveal that work can be done anywhere and anytime in the day to day business practice of the built environment. The responses reveal that large organizations set work email accounts for employees. Work email accounts are used for transparency and accountability purposes by the large organizations.

**Question 3: Do you think that emails have legal requirements and if yes to what extent do you think their ramifications are?**

• R1 said yes because of the confidentiality communicated through the email. R1 response was that dismissal from the company could arise from a violation of a company policy.

• R2 said yes because of the confidentially communicated through the email. R2 response was that legal ramifications will arise from the consequences that arise from the proof of breach deduced from the communicated email.

• R3 said yes because of email etiquette. R3 response was that the email company policy explains the consequences.

• R4 said yes. R4 response was that binding contract communication clauses explain the extent and that email is used as back up for legal instances.

The response reveals that built environment professions are aware that the practice of email communication has legal ramifications. The extent of the legal ramifications are just tacitly understood to lead to dismal; however the large construction companies have email policies that outline the extent to the violation and misuse of email communication.

**Question 4: Are you aware of the Electronics Communications and Transactions Act 25 of 2002?**

• R1 said no because there is a company email policy.

• R2 said no.
R3 said yes but was unable to recall contents.

R4 said no.

The responses reveal that there is no awareness of the ECT Act 25 of 2002 amongst the built environment professionals in practice.

**Question 5: Are you compliant to this statute?**

- R1 said yes.
- R2 said yes because there is an email company policy set up and that the standard form contract used on the current project includes such a clause.
- R3 said that just a gist of the rules and regulations are practiced.
- R4 said that it is not a must because the IT sections is mitigated that risk; however it has become a norm.

The responses reveal that the large organizations have instilled a compliance statute within the organizational culture by developing email company policies. Standard form of contracts ensures professional’s to comply with the statute in every day to day practice through the inclusion of communication clauses.

**Question 6: Which standard forms of construction contracts have you used in construction projects you were involved in?**

- R1 said mostly JBCC and once on a FIDIC standard form of contract.
- R2 said the GCC standard form of contract.
- R3 said JBCC and a Bespoke GCC standard form of contract.
- R4 said JBCC and GCC standard forms of contract.

The responses reveal that the large organizations prefer the JBCC and GCC standard forms of contracts to carry out project developments. This preference highlights that professional’s in the built environment should familiarize themselves with communication clauses from these two standard forms of contracts.

**Question 7: What provisions do these contracts make for email communication?**
• R1 response was that the JBCC standard form of contract states electronic mail as a medium of communication and that the JBCC standard form of contract deems delivery of email received to the recipient within a day.

• R2 response was that the GCC standard form of contract states that instruction sent by email is deemed to be received immediately unless proven otherwise and details email attachments when communicating.

• R3 response was that he does not recall and has to refer to the contracts.

• R4 response was that digital signature attached to every communicated email is required.

The responses reveal that standard form construction contracts make provision for email communication. The delivery of emails to recipients is understood to be binding whether read or not unless proven. Large organizations attach digital signatures to the built environment professionals work email accounts to satisfy the binding rules of contracts.

4.5 Key Findings

• Large construction organisations in South Africa pay attention to the legal requirements of using email communication; furthermore they do this because they have established company email policies.

• Awareness of legal requirements of using email communication is established by large construction organisations in South Africa; however the nitty gritty detailed consequences are not understood by the professionals.

• Compliance to the statute is observed through company policies and standard form construction contracts.

• It is established that the JBCC standard form of contract acknowledges that email is the medium of communication when using the contract.

• It is not proven that the ECT ACT is synonymous to company email policy however large organisations in South Africa make provisions for email communication legal requirements.
Chapter 5

5 Discussion of Findings, Conclusions and Recommendations

The legal requirements of using email communication in large construction organisations in South Africa have been conducted using data collection instrument and procedures. Over 15 participants were selected to represent the big five construction industry in South Africa for purpose of this study. However, only three companies managed to participate in the study of whom have provided feedback and suggestions.

We ought to develop a questionnaire with enough flexibility to allow the interviews to have a follow up questions and elaborative responses. We were concerned that instruments that are too directive and specific would lack the flexibility necessary to address relevant questions for this research. Semi-structured interview is flexible and allows us to design questions that are flexible and relevant, and that do not compromise the reliability of the data. However, we needed to balance flexibility with the risk of losing specificity in how questions are asked. We also had to balance the need for simplicity and brevity of the questionnaire with the need for detailed information.

The purpose of this chapter is to discuss the analysed data and key findings of the research to produce a comprehensive and elicit conclusion in this regard. Furthermore, it aims to answer the research question and sub-questions, as well as make appropriate recommendations to the study.

5.2 Discussion of results

The legal requirements of using email communication in large construction organisations in South Africa.

Based on literature review we have learnt that the legal requirements of using email communication should not be ignored by users as this will have negative impact if right measures or rather protocols are not taking into account. We have also established that professionals within the built environment are unfamiliar with the Electronic Communication and Transaction ACT that governs the use of email as a form of electronic communication.
This knowledge came to light after reviewing almost 10 relevant papers based on the electronic communication. Moreover, all standard form of contracts make provision for electronic communication.

However, based on the responses we got for our participants, it is clear with certainty that all the professionals are aware of the cons and pros of using emails to communicate project information and the ramifications relating to that action. The built environment professionals indicated that in practice, email legalities and protocols are dealt and fully comprehended by the IT department in their company. Furthermore, the legal ramifications are tacitly understood to lead to dismal if violation and misuse of email communication is used at the discretion of the company. Large companies have email policies that outline the legal requirements and ramifications of electronic communication at their disposal.

**Objective 2: To evaluate if organisations are compliant of the statute.**

The following section will discuss the second objective of the study which is to evaluate if organisation are compliant of the statute in place for email communication.

The responses reveal that the large organizations have instilled a compliance statute within the organizational culture by developing email company policies. Standard form of contracts ensures professional’s to comply with the statute in every day to day practice through the inclusion of communication clauses.

Different organizations have different policies but the statute remains the same in all organizations. According to the responses, we can conclude that organization within this study parameter are compliant to the statute as there is no evidence of them being reliable or in breach with regards to electronic communication.

**Objective 3: To identify the provisions that the JBCC, as the most used standard form of contract, makes for email communication.**

JBCC is the most widely used standard form of contract in the construction industry, especially in building contracts according to the publication by the CIDB.

JBCC makes provision for the electronic communication and outlines the procedure that need to be followed. Below are clauses in the JBCC that parties to a contract needs to know when concluding a contract, with regards to electronic communication:

- **Clause 1.2** of the JBCC renders it a prerequisite for communications to be in writing.
This clause states that: “In this document, unless inconsistent with the context, the words 'accept, allow, appoint, approve, authorize, certify, decide, demand, designate, grant, instruct, issue, list, notice, notify, object, record, reduce, reuse, request, state and their derivatives require such acts to be in writing.”

- **Clause 2.5** of the JBCC deals with when notifications are considered to be received:
  “Notices given in terms of this agreement shall be deemed to have been received where:

  - Sent by electronic mail within one (1) working day – it should also be noted that the Construction and Engineering practice group has come to an agreement that the JBCC method is the accurate one and agreements should be drafted or amended so that all contractual communications sent by electronic means are deemed to be received 24 hours after dispatch.

According to the interviews, the industry practice professionals are aware of these clauses that governs the use of email and prerequisite which should be in writing to have legal effects embedded in such a communication and all communication sent by electronic means are deemed to be binding after 24 hours of receiving. The results shows that professionals in the built environment especially large organization, have acknowledge and are compliant to the requirements set out in the JBCC contract and any amended provision thereof.

From the results, there is a clear indication that professionals in the large organization have intensive knowledge about the JBCC as it is the most preferred standard form of contract for building project thus with no doubt that electronic clauses above are well understood and are compliant by the professions in the built environment.

**Objective 4: To discover if organisations in the built environment are aware of the Electronic Communications and Transactions Act**

It is well known from previous studies done on the level of knowledge of professional in the built environment that they are unfamiliar with the ECT Act that governs email communication. The study of *Electronic Communications and Transaction Act in Construction Industry* found that participants are not familiar with the ECT Act and that it is highly advisable that parties to the agreement be made fully aware of how communications should be dealt with during the duration of the contract. The Electronic Communications and Transactions Act has
largely clarified the legal status of modern methods of communication as used. The enhancement has entrenched the protection afforded to parties under standard form construction contracts as to the acceptability (and consequent enforecability) of the contractually prescribed communication system, while simultaneously exposing parties to the legal consequences now entrenched by the ECT Act.

According to the results obtained from interviews, we can conclude that indeed the professionals in the large constructions organisation are less informed about the ECT Act that governs the electronic communication like Emails for example. It is evident that most of the professionals use email as a form of communication on a daily basis to communicate with stakeholders and other parties involved project information.

However, most of the electronic components like the embedded signature at the bottom of the email for example are taken care of by the IT department within the organisation and thus the department are more informed about the Act and are responsible for Advanced Electronic Signature (AES). Consequently, the professionals are aware that the emails they sent out have legal ramification attached to them and are enforceable in the law.

5.3 Conclusion

Legal requirements of using electronic communication in the construction industry, built environment to be specific, by professional must be complied with to mitigate or minimise the legal ramifications as emails has legal status attached to it. However, JBCC typically make prescribed provisions for electronic communication (i.e. email) as the foundation for the communication system. Furthermore, Electronic Communication and Transaction Act serves to be a standardised Act that governs the use of emails. Due to daily use of emails by construction organisation it is of paramount importance that legal requirements are met and fully understood to mitigate or minimise the likelihood of negative impacts that arises due to ignorance or less awareness of the ECT Act from the professionals and any personnel.

To answer our research question, the legal requirements of using email communication are prescribed in the standard form of construction contracts provisions and the ECT Act. The Act together with the contractual provisions states that the legal requirements of using email as a form of communication are, the data message should be in writing; should have an advanced electronic signature attached to it, and the should comply with the statute. Thus it is
pivotal that professionals familiarise themselves with the ECT Act and comply with that Act to avoid legal ramification of electronic communication.

Finally, in agreeing a communication system to adhere to throughout the duration of a particular construction activity, role players in the South African construction industry should particularly in regard to the unrestricted use of electronically mailed communication remain acutely aware of the fact that South African jurisprudence, while providing a degree of clarity and legal certainty as to the legal consequences for parties using this modern form of communication, continues to grapple with this evolving means for communicating.

5.4 Recommendations for further study

- We recommend that a thorough study about the legal aspects of using electronic communication should be conducted to assess the level of knowledge within the built environment.

- Participants in the built environment must know how to correctly, effectively and legally, deal with this information revolution. Thus further study should be conducted to keep up with the revolution of information.

- According to this study professional in the construction industry are unfamiliar with the Act that governs the use of email communication and the legal ramification that is associated with the use of email as a form of communication. Further research should be undertaken to educate the construction professionals about the importance of electronic communication.
References

Reference list:


Smith (2013) Effective use of Email for construction project communications and documentation: Common sense contracting. Available at: https://www.smithcurrie.com/commonsensecontractlaw,email-construction-project-communication-documentation (Accessed: 27 April 2016). In-line Citation: (Smith, 2013)


Annexures

Annexure A: Consent Forms and Proof of Participants Response

Interview 1

School of Construction Economics & Management
University of the Witwatersrand, Johannesburg - PO Box 20, Wits 2050, South Africa • Tel: +27 (0)11 717 7652/77689 • Fax: +27 (0)11 717 9729 Email: CEM@wits.ac.za

RESEARCH ETHICS: CONSENT FORM

Full title of Project: Legal requirements of using email communication in large organisations in the South African construction industry (Honours research discourse)

Group: 2
Code: PR2
Supervisor: Paul Rudzinske

Group members:
1. Thabo Bonokoane (558937)
2. Mokhotsoetsi Letsie(547968)
3. Tebogo Lesabane (601516)

Institution: University of the Witwatersrand
School: Construction Economics and Management

Please Tick Box

1. I confirm that I have read and understand the information sheet for the above study and have had the opportunity to ask questions.

2. I understand that my participation is voluntary and that I am free to withdraw at any time, without giving reason.

3. I understand that my anonymity and confidentiality will be maintained. If I have any concerns or complaints regarding the way the research is or has been conducted, I can contact the Ethics Officer, Human Research Ethics Committee, University of the Witwatersrand.

4. I understand that there are no potential risks or burdens.

37
5. I agree to the interview consultation being audio recorded

6. By signing below I am indicating my consent to participate in the research. I understand that the data collected from my participation will be used primarily for Honours discourse.

Thabo Mathuthu

04/10/2016

Name of Participant Date Signature
1. How often do you make use of emails and what do you normally use email for?
   I use emails on a daily basis, to send documents to other people, to communicate, set up meetings and to receive information as well from people.

2. Where do you normally access your emails and how has this convenience impacted you?
   I access my emails though my laptop. It’s very convenient for me because I do majority of my work though my laptop so it ensures that I see the emails as they come in and if it’s a matter of urgency to address the matter on the email, I do so without missing out on anything. It also ensures that I don’t mix my personal emails and my work emails.

3. Do you think that emails have legal requirements and if yes to what extent do you think their ramifications are?
   They certainly do have a legal requirement because the information that is shared through emails is usually confidential company data so one needs to ensure that whatever they send out though their emails is not sent to the wrong person. The consequences one could face may include the company taking legal action against them and might face dismissal or even a law suit depending on the extent that they violated the company email policy.

4. Are you aware of the Electronics Communications and Transactions Act 25 of 2002?
   No I am not aware of such an act. But I believe I know what it may entail because I am familiar with our company’s email policy.

5. Are you compliant to this statute?
   I believe I am because I have not gone against our company policy.

6. Which standard forms of construction contracts have you used in construction projects you were involved in?
   In the past projects I was working on Government projects so the standard form of contract used there is JBCC and also in my current project we are using JBCC. I have also once worked on a FIDIC contract but it was for a short while.
7. What provisions do these contracts make for email communication?

With JBCC, on the Laws and Regulations it states electronic mail as a medium of communication and states that it is deemed delivered to the other party the next day. So it is an acceptable and best way of communication in our industry because it is fast and leaves paper trail should there be a need for it in the future.
RESEARCH ETHICS: CONSENT FORM

Full title of Project: Legal requirements of using email communication in large organisations in the South African construction industry (Honours research discourse)

Group: 2
Code: PR2
Supervisor: Paul Rudzinske

Group members:
1. Thabo Bonokoane (558937)
2. Mokhotatsi Letsie(547968)
3. Tebogo Leshabane (601516)

Institution: University of the Witwatersrand

School: Construction Economics and Management

Please Tick Box

1. I confirm that I have read and understand the information sheet for the above study and have had the opportunity to ask questions.

2. I understand that my participation is voluntary and that I am free to withdraw at any time, without giving reason.

3. I understand that my anonymity and confidentiality will be maintained. If I have any concerns or complaints regarding the way the research is or has been conducted, I can contact the Ethics Officer, Human Research Ethics Committee, University of the Witwatersrand.

4. I understand that there are no potential risks or burdens associated with this study.
5. I agree to the interview consultation being audio recorded

6. By signing below I am indicating my consent to participate in the research. I understand that the data collected from my participation will be used primarily for Honours discourse.

K. Mgoele (QS) 07/09/2016

Name of Participant Date Signature
1. How often do you make use of emails and what do you normally use email for?

Very often, on a daily basis. I use emails for communicating with suppliers about orders, sub-contractors about the work or the claims, payments to the client for submitting rates, claims, cashflows, drawings etc., anything related to the project/work to be carried out.

2. Where do you normally access your emails and how has this convenience impacted you?

I access them on my computer, we use Microsoft Outlook and connect through the company's server. It does not matter your location. It is very convenient, I can check emails from anywhere as long as there is a network connection.

3. Do you think that emails have legal requirements and if yes to what extent do you think their ramifications are?

Yes they do, because through emails, instructions, notices, claims, payments etc. are communicated. These can be used in instances where there are disputes, these emails can be proof of what was communicated.

4. Are you aware of the Electronics Communications and Transactions Act 25 of 2002?

No, I am not.

5. Are you compliant to this statute?

Hopefully, I am, as I use emails in conjunction or according to the company policy and the contract for the project. I believe they (company policy & contract) are in line with all relevant Acts.
6. Which standard forms of construction contracts have you used in construction projects you were involved in?

Well so far only the GCC standard form.

7. What provisions do these contracts make for email communication?

Well in the GCC form we are using, which our client charged some provisions, it generally just says all communication or notices shall be in writing. Then gives further details about the assumptions to be made, for example, when an instruction is sent by email, it'll be deemed received immediately unless proven otherwise. It also continues to give details about attachments on these emails that they should be in pdf format. (Those would be meeting minutes, early warnings etc, except our claims which we normally send in excel form.)
Interview 3

RESEARCH ETHICS: CONSENT FORM

Full title of Project: Legal requirements of using email communication in large organisations in the South African construction industry (Honours research discourse)

Group: 2

Code: PR3

Supervisor: Paul Rudzinske

Group members:
1. Thabo Bonokoane (558937)
2. Mokhotsho Letsie (547968)
3. Tebogo Leshabane (601516)

Institution: University of the Witwatersrand

School: Construction Economics and Management

Please Tick Box

1. I confirm that I have read and understand the information sheet for the above study and have had the opportunity to ask questions.

2. I understand that my participation is voluntary and that I am free to withdraw at any time, without giving reason.

3. I understand that my anonymity and confidentiality will be maintained. If I have any concerns or complaints regarding the way the research is or has been conducted, I can contact the Ethics Officer, Human Research Ethics Committee, University of the Witwatersrand.

4. I understand that there are no potential risks or burdens associated with this study.
5. I agree to the interview consultation being audio recorded.

6. By signing below I am indicating my consent to participate in the research. I understand that the data collected from my participation will be used primarily for Honours discourse.

Tebogo Mojapelo 7/09/16

Name of Participant    Date    Signature
1. How often do you make use of emails and what do you normally use email for?

Use emails everyday for all formal communication.
I also use them to confirm all telephonic conversations with relevant parties where necessary.

2. Where do you normally access your emails and how has this convenience impacted you?

I access all work emails from my personal work laptop, and all my personal emails from my personal phone and personal laptop.

3. Do you think that emails have legal requirements and if yes to what extent do you think their ramifications are?

Yes - there are legal requirements to the use of emails including official etiquette. Organisations also have email policies to that effect.

4. Are you aware of the Electronics Communications and Transactions Act 25 of 2002?

Yes, I am aware that it exists, but I am unable to recall its contents. However, I do believe I know to practice theGeneric if its rules & regulations

5. Are you compliant to this statute?

See above response - I am unable to recall its contents but I do believe that am compliant to majority of its rules & regulations
6. Which standard forms of construction contracts have you used in construction projects you were involved in?

- JB CC
- Bespoke CCC based contract from Anglo American.

7. What provisions do these contracts make for email communication?

I do not recall, I would have to get back to you on that one.