

COMMUNICATIONS, MONITORING AND CALL RECORDING NOTICE

Last updated 12 September 2026

Applies to: calls, video meetings, messaging, email, portals, CCTV and event photography
Governing law: RICA 70 of 2002; POPIA 4 of 2013; Cybercrimes Act 19 of 2020
Related: Privacy Policy; Acceptable Use Policy

This notice explains when and why RVZ International Group (Pty) Ltd ("RVZ") records or monitors communications, films or photographs people at its premises and events, and how it complies with the Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002 ("RICA"), the Protection of Personal Information Act 4 of 2013 ("POPIA") and related law. RICA makes it a criminal offence to intentionally intercept a communication in the course of its transmission except under one of the Act's exceptions; RVZ relies only on the exceptions described here, and gives this notice so that our people, clients and the public know what to expect.

1. Telephone and video calls

1.1 Calls to and from RVZ, and video meetings hosted on RVZ accounts, may be recorded. Where a call or meeting is being recorded you will be told at the start, by a recorded announcement, by the agent, or by the meeting platform's recording indicator, and you may ask that recording stop or choose not to continue. Not every call is recorded; recording is used principally for booking and order confirmations, service and complaint calls, recruitment interviews, and meetings where a written record is needed.

1.2 Purposes: to keep an accurate record of instructions, bookings, quotations, changes and complaints; to verify identity and prevent fraud; to train staff and assure quality; to investigate complaints and disputes; to meet our record-keeping duties under the Consumer Protection Act, ECTA and tax law; and to protect the safety of staff and callers.

1.3 Recruitment interviews conducted by RVZ Personnel Services are recorded only with the candidate's knowledge, and the recording is used solely for the assessment for which the candidate applied, then deleted in accordance with our retention schedule.

2. Email, messaging and portal communications

2.1 Email, WhatsApp Business and other messaging exchanged with RVZ business accounts, and messages, files and activity in our client, vendor and candidate portals, are business records. They are stored on RVZ systems and those of our service providers, may be read by the staff who need them to serve you and by their managers or colleagues covering for them, and are retained as business records in accordance with our Privacy Policy.

2.2 Automated systems scan incoming and outgoing email and uploads for spam, malware, phishing and data-loss indicators. These systems do not read messages for any other purpose.

2.3 Please do not send card numbers, passwords or identity documents by email or messaging unless we have asked for them through a secure channel; see our Acceptable Use Policy.

3. Monitoring of RVZ systems used by staff and contractors

3.1 RVZ's computers, accounts, email, telephones, network and cloud services are provided for business use.

RVZ may lawfully and proportionately monitor and, where necessary, investigate their use for legitimate purposes: information security, detecting and preventing unauthorised use, protecting confidential and personal information, ensuring compliance with law and policy, keeping business records, and investigating misconduct or a security incident. Monitoring is disclosed to every employee and contractor in the employment contract, the Employee NDA and IP Agreement, the Acceptable Use policy (POL-TECH-02) and this notice, which together constitute the prior written notice that RICA section 6 requires for interception in the course of carrying on business.

3.2 Monitoring is proportionate: routine monitoring is of aggregate and security data (logins, access logs, data-loss and malware alerts); targeted review of an individual's communications takes place only where there are reasonable grounds, is authorised by Legal and the Information Officer, is limited to what the purpose requires, and is documented. Personal communications that are clearly private are not read unless they are the subject of a lawful, authorised investigation. Users retain their legal rights to privacy and dignity.

3.3 Limited personal use of RVZ systems is permitted; a person who wishes to keep personal communications entirely private should use their own device and account, not RVZ's.

4. CCTV at premises and events

Where RVZ operates closed-circuit television at its premises or at an event it manages, signage is displayed at entrances stating that CCTV is in operation, who operates it and how to contact the Information Officer. CCTV is used for the safety of people, the security of property and the investigation of incidents (including under the Occupational Health and Safety Act 85 of 1993 and the Safety at Sports and Recreational Events Act 2 of 2010 where it applies to an event); it is not used for covert surveillance of staff or to monitor performance. Footage is retained for a short, defined period (normally 30 days) unless needed for an incident investigation, insurance claim or legal proceedings, and access is restricted to authorised persons.

5. Photography, filming and live streaming at events

5.1 RVZ Events and RVZ Productions photograph, film and sometimes live-stream events. Where RVZ intends to use images of guests for marketing, portfolio or broadcast purposes, guests are told before or at the event (in the invitation, ticketing terms, event signage or an announcement) and may object; guests who do not wish to be photographed may identify themselves to the photographer or event manager, and reasonable steps are taken to honour that. Identifiable images of children are published only with a parent's or guardian's consent (POPIA section 35).

5.2 Photographs and footage of a client's private event (a wedding or private function) belong, as between RVZ and the client, to the party the booking agreement specifies, and are used by RVZ for portfolio purposes only with the client's written permission (Terms clause 15.9 and Schedule 7). Performer and artist images and recordings are governed by the applicable production agreement and the Performers' Protection Act 11 of 1967.

6. Recording by clients, guests or third parties

Under RICA section 4, a party to a conversation may record it without the other party's consent. You are therefore free to record your own calls and meetings with RVZ; we ask, as a courtesy, that you tell us. Recording of RVZ staff, other guests or performers at a private event may be restricted by the event's terms, by the venue, by the performer's rights, or by the privacy and dignity of those present, and RVZ or the venue may ask a person to stop recording where the event terms or the law require. Publishing a recording that infringes another person's rights (privacy, dignity, copyright or performers' rights) is the publisher's responsibility.

7. Legal bases under RICA and POPIA

Activity RICA exception POPIA justification (s 11)
Recording a call or meeting in which RVZ staff participate, with announcement
RICA exception

s 4 (party to the communication) and, where the announcement is given, s 5 (consent of a party)

POPIA justification (s 11)

s 11(1)(b) contract performance; s 11(1)(c) legal obligation (record-keeping); s 11(1)(f) legitimate interests

Monitoring and recording of business communications on RVZ systems

RICA exception

s 6 (interception in connection with carrying on of business, with reasonable prior notice to system users, by or with the consent of the system controller)

POPIA justification (s 11)

s 11(1)(f) legitimate interests; s 11(1)(c) legal obligations (security safeguards under POPIA s 19; Cybercrimes Act)

Recording where a person is asked for and gives consent (interviews, testimonials)

RICA exception

s 5 (prior written consent of a party)

POPIA justification (s 11)

s 11(1)(a) consent

CCTV

RICA exception

Not an "interception" of a communication; governed by POPIA

POPIA justification (s 11)

s 11(1)(f) legitimate interests (safety and security); s 18 notice by signage

Event photography and filming

RICA exception

Governed by POPIA and the common law of privacy and image

POPIA justification (s 11)

s 11(1)(a) consent for marketing use; s 11(1)(b) contract for client deliverables; s 11(1)(f) legitimate interests for incidental inclusion in event coverage disclosed in advance

RVZ does not intercept communications under RICA section 7 (emergency) or on the basis of an interception direction; if a lawful direction, subpoena or court order is served on RVZ it is handled by Legal and the Information Officer (section 9 below).

8. Purposes, retention and security

Recordings are used only for the purposes stated in this notice and are not used for direct marketing or shared with third parties for their own purposes. They are stored on access-controlled systems, encrypted in transit and where practicable at rest, and retained for the shorter of the period needed for the purpose or the period below, after which they are securely deleted:

- call and meeting recordings relating to a booking, order, quotation or complaint: for the life of the relationship and the limitation period thereafter (normally 3 years, or 5 years where the recording forms part of a transaction record required by tax or consumer law);
- quality-assurance and training recordings not linked to a dispute: 90 days;
- recruitment interview recordings: until the vacancy is filled and any dispute period has passed, and in any event not more than 6 months unless the candidate consents to longer retention;
- CCTV: 30 days, unless preserved for an incident;
- system and security logs: 12 months;
- event photographs and footage: as the client agreement or licence provides.

9. Who may access recordings and when we disclose them

Access is limited to staff who need a recording for a stated purpose, their managers, Legal, the Information Officer and, for security logs, IT. RVZ may disclose a recording to: the other party to the communication on

request (subject to redaction of third-party information); our professional advisers and insurers in connection with a claim; a court, tribunal, regulator or law-enforcement agency where a lawful order, subpoena, direction under RICA, or statutory duty requires it; and, with your consent, anyone you nominate. RVZ verifies the authority of every request from a public body before disclosing, and discloses only what the request lawfully requires.

10. Your rights

You may: ask whether a call, meeting or other communication involving you was recorded and request access to it (POPIA section 23; PAIA section 50, see our PAIA Manual); ask us to correct information derived from a recording (section 24); object to processing based on legitimate interests on reasonable grounds relating to your situation (section 11(3)); withdraw consent where consent is the basis (section 11(2)(b)); and complain to the Information Regulator (info regulator.org.za). Requests should be sent to the Information Officer at ryan@rvzgroup.co.za. Where a recording is required by law or is needed for a legal claim we may retain it despite an objection, and we will tell you if so.

11. Legal references

- Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002 — ss 2 (prohibition of interception), 4 (interception by a party to the communication), 5 (interception with consent of a party), 6 (interception in connection with carrying on of business), 7–8 (emergency and location interceptions), 16–25 (interception directions), 30 (record-keeping duties of service providers, where applicable), 49–51 (offences) and 42 (prohibition on disclosure).
- Protection of Personal Information Act 4 of 2013 — ss 9–25 (conditions for lawful processing, including s 11 justifications, s 14 retention, s 18 notification, s 19 security), 26–33 (special personal information, including biometric information), 34–35 (children) and 71–72.
- Constitution of the Republic of South Africa, 1996 — ss 10 (dignity) and 14 (privacy, including the privacy of communications); common-law rights to privacy and identity (image).
- Cybercrimes Act 19 of 2020 — ss 3 (unlawful interception of data) and 16 (disclosure of intimate images); Electronic Communications and Transactions Act 25 of 2002 ss 15–16 (admissibility and retention of data messages).
- Labour Relations Act 66 of 1995 and Code of Good Practice: Dismissal (use of monitoring evidence in fair procedures); Employment Equity Act 55 of 1998 s 6.
- Occupational Health and Safety Act 85 of 1993 ; Safety at Sports and Recreational Events Act 2 of 2010 (CCTV and safety planning at qualifying events); Performers' Protection Act 11 of 1967 ; Copyright Act 98 of 1978 s 21(1)(c) (commissioned photographs and films).
- Consumer Protection Act 68 of 2008 s 26 and Regulation 6 (sales records); Tax Administration Act 28 of 2011 s 29 (record retention).
- Master Terms and Conditions — clauses 12 (electronic communications), 13 (privacy), 15.9 (portfolio use) and Schedules 6 and 7.

This notice reflects RICA, POPIA and related law as at the date shown above. Signage at premises and events, call announcements and the internal Acceptable Use policy supplement it. It is not legal advice.

Generated 25 September 2026 at 14:03 by RVZ International Group (Pty) Ltd

This document is published at <https://rvzgroup.co.za/legal/communications-recording-notice.php>, which remains the authoritative version. It is provided for information and is not a substitute for independent legal advice.