

Posh Guesthouse Terms & Conditions

POSH GUESTHOUSE TERMS & CONDITIONS

These terms & conditions apply to all orders placed at www.poshguesthouse.co.za

Please note the importance of reading our purchasing terms and conditions carefully. Under South African law they affect your consumer rights and liabilities. By accepting these terms and conditions you indicate that you agree to them and therefore may purchase products from www.poshguesthouse.co.za

All references to “you” and “your” are deemed to refer to any user and/or visitor of www.poshguesthouse.co.za (“Website”). These terms and conditions (“Terms and Conditions”) govern your use of the website Acceptance of terms

The Company permits the use of this Website subject to the Terms and Conditions (“Terms and Conditions”). By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions.

USE OF THIS WEBSITE

- You may only use the Website if you are 18 years of age or older. If you are under 18, you may use the Website only with the involvement of your parent or legal guardian.
- You agree that you will not use any device, software or other instrument to interfere or attempt to interfere with the proper working of this Website. In addition, you agree that you will not use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised Company representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).
- You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
- You may not display, publish, copy, print, post or otherwise use the Website and/or the information contained therein for the benefit of any other website without the express prior written consent of an authorised Company representative.

Ownership and copyright

- The contents of this Website, including any information, software, icons, text, graphics, lay-outs, images, sound clips, trade names, logos, trade marks and service marks are protected by law, including but not limited to copyright and trade mark law, and are owned by or licensed to the Company.
- No licence to or right in any of such contents is granted to or conferred upon you. Any unauthorised use, distribution or reproduction of the said contents is prohibited. To obtain permissions for the commercial use of any content on this site contact our Admin Manager at 087 821 6749 or e-mail bookings@poshguesthouse.co.za

DISCLAIMER

- Any person who accesses this Website or relies on this Website or on the information contained in this Website does so at his or her own risk.
- While the Company takes reasonable measures to ensure that the contents of this Website are accurate and complete, the Company makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation,

integrity, availability or functionality of this Website or as to the accuracy, completeness or reliability of any information on this Website.

- All information provided on this website is provided “as is” without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.

- The Company does not accept any responsibility for any errors or omissions on this Website. • In addition to the disclaimers contained elsewhere in these Terms and Conditions, the Company also makes no warranty or representation, whether express or implied, that the information or files available on this Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise or jeopardise the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way.

Linked third party websites

- This Website may contain links or references to other websites (“Third Party Websites”) outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third Party Websites and the Company is not responsible for the practices and/or privacy policies of those Third Party Websites or the cookies that those sites may use.

- Notwithstanding the fact that this website may refer to or provide links to third party websites, your use of such Third Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information contained thereon.

PRIVACY POLICY

- We respect your privacy. Should you decide to make use of our Website, the only personal information that we will require of you is the following: your name and surname; your email address;

- your physical address; • It is your responsibility to update any of your personal information that you provide to us as soon as it is no longer

- accurate and complete. • This Website makes use of “cookies” to automatically collect information and data through the standard operation

- of the Internet servers. “Cookies” are small text files a website can use to recognize repeat users, facilitate the user’s ongoing access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content. The type of information collected by cookies is not used to personally identify you. If you do not want information collected through the use

- of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note however that cookies may be necessary to provide you with certain features available on our Website, and thus if you disable the cookies on your browser you may not be able to use those features, and your access to our Website will therefore be limited.

- You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

- The purposes for which we will use your personal information are as follows: to

contact you regarding current or new products or services, to inform you of new features, special offers and promotional competitions (provided you have consented to receiving such marketing material), and to improve your experience on our Website by, inter alia, monitoring statistical non-personal browsing habits, and to transact with us.

- The Company will not use your personal information for any purpose (other than as stated above) without your express consent. We will not use or disclose your personal information to third parties without your consent, unless the use or disclosure is: required in order to comply with applicable law, order of court or legal process served on the Company; and/or disclosure is necessary to protect and defend the rights or property of the Company.

- We will be entitled to disclose your personal information to those of our employees and/or third party service providers who assist us to interact with you via our Website or email, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently. We will ensure that all such employees and/or third party service providers having access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to your personal information.

- We will: treat your personal information as strictly confidential; take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;

promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information; provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and

upon your request, promptly return or destroy any and all of your personal information in our possession or

control. • We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period. • If you disclose your personal information to a third party, such as an entity which operates a website linked to this

Website or anyone other than the Company, THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD PARTY. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.

LIMITATIONS & LIABILITY

- THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL INJURY, LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, ANY MATERIAL OR CONTENT CONTAINED IN, OR INABILITY TO USE, AND/OR UNLAWFUL ACTIVITY ON, THE WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.

- YOU HEREBY INDEMNIFY THE COMPANY AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THIS WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.

CHANGES TO THESE TERMS & CONDITIONS

The Company reserves the right to update and/or amend the Terms and Conditions from time to time and without any notice, and you are accordingly encouraged to check the Website regularly. Any such change will only apply to your use of this Website after the change is displayed on this Website. If you use this Website after such updated or amended Terms and Conditions have been displayed on this Website, you will be deemed to have accepted such updates or amendments.

• Availability and termination • We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserve the right to discontinue providing the Website or any part thereof with or

without notice to you. • The Company may in its sole discretion terminate, suspend and modify this Website, with or without notice to you.

You agree that the Company will not be liable to you in the event that it chooses to suspend, modify or terminate

this Website. • Governing Law These Terms and Conditions shall be governed and interpreted in accordance with the laws of the

Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

TERMS AND CONDITIONS OF SALE

Sale of Goods These Terms and Conditions of Sale govern the sale of products (“Goods”) by the Company to you via the Website. The Terms and Conditions of Sale are in addition to the terms and conditions of use of the Website Once you tick the box labelled “I accept”, these Terms and Conditions of Sale form a legally-binding agreement between you and the Company. You may contact us via email at bookings@poshguesthouse.co.za to obtain a full record of your transaction. We will in any event confirm all your purchase orders with you via email.

Payment Payment can be made via the Website by: credit card incl Visa, Master Card credit cards direct bank deposit or electronic funds transfer, in which event, you must make payment within 5 days of placing your order, and the Company will not execute the order until receiving confirmation that payment has been received The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction Currency is ZAR (South African Rand).

We value your trust and thus make every effort and use the highest security standards to ensure that we protect your personal data from unauthorized access. Your order, personal data and your credit card details are protected by technical security systems and an additional authorization process - both when transferring data and saving data on our servers.

CANCELLATION POLICY

In the event of a cancellation or no-show, the following rules shall apply :

More than 7 days prior to arrival : 50% cancellation fee

Less that 7 days prior to arrival : 100% cancellation fee

Please also note that to secure your booking a 50% deposit will be charged prior to arrival.

BREACH

- If any party (“Defaulting Party”) breaches any of these terms and conditions and fails to remedy such breach within 14 (fourteen) days of receipt of notice to remedy the breach, the aggrieved party shall be entitled to claim specific performance or to cancel this agreement forthwith upon written notice to the defaulting party, without prejudice to its right to recover: any amounts that may be due to it in terms of this agreement; and any loss or damage suffered as a consequence of the breach or the cancellation of this agreement.

GOVERNING LAW AND JURISDICTION

- Our relationship and/or any dispute arising from or in connection with these terms and conditions of sale shall be governed by the laws of the Republic of South Africa. You agree to be subject to the exclusive jurisdiction of the South African courts.

NOTICES

- The Company hereby selects 93A Moore Street, Quigney Beach, East London as its address for the service of all formal notices and legal processes in connection with these terms and conditions of sale (“domicilium”). You hereby select the address specified on the Goods order form as your domicilium. Either party may change its domicilium to any other physical address by not less than 7 days notice in writing to the other party. Notices must be sent either by hand, prepaid registered post or email and must be in English.
- All notices sent: by hand will be deemed to have been received on the date of delivery; by prepaid registered post, will be deemed to have been received 10 days after the date of posting; by email will be deemed to have been on the date indicated in the “Read Receipt” notification. ALL EMAIL COMMUNICATIONS BETWEEN YOU AND US MUST MAKE USE OF THE “READ RECEIPT” FUNCTION to serve as proof that an email has been received.

GENERAL

- COUNTRY OF DOMICILE This website is governed by the laws of South Africa and smart covers chooses it as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, the terms and conditions will not be affected and will therefore remain valid and enforceable by South African law.
- You may not cede, assign or otherwise transfer your rights and obligations in terms of these terms and conditions of sale to any third party.
- Any failure on the part of you or the Company to enforce any right in terms hereof shall not constitute a waiver of that right.
- If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- No variation, addition, deletion, or agreed cancellation of these terms and conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.
- No indulgence, extension of time, relaxation or latitude which any party (“the grantor”) may show grant or allow to the other (“the grantee”) shall constitute a waiver by the grantor of any of the grantor’s rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the

grantee which may have arisen in the past or which might arise in the future.

- These terms and conditions of sale, read together with the Terms and Conditions of Use of the Website and Privacy Policy contain the whole agreement between you and the Company and no other warranty or undertaking is valid, unless contained in this document between the parties.