

GREYTON TOURISM ASSOCIATION

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Accommodation Bookings: bookings@greytontourism.com
www.greytontourism.com



Terms of use of Website and GTA booking service for Guest

When you, as a potential Guest use the Greyton Tourism Association (GTA) website to request quotes or reserve accommodation offered via the GTA website, ***you are deemed to have read, understood and agreed to these terms.*** Should you not agree to these terms do not continue to use the GTA website.

Please make sure you read and understand these policies which deal with various aspects of our relationship with you including how we deal with your personal information and reviews.

No representative, officer or employee of GTA has the authority to change or modify these Terms. These Terms cannot be changed by you.

Definitions

Business Day means Monday to Friday, but excludes a day which is an official public holiday in the Republic of South Africa;

Business Hours means the hours between 09h00 and 17h00 on a Business Day; The GTA office is also open 9.00 am – 13.00 on Saturday and Sunday.

Effective Date means the date on which you accepted the terms and conditions for a service or product, be that in writing or by way of electronic medium, for example by making a deposit by any means to GTA

ECT Act means the Electronic Communications and Transactions Act, 2002;

Intellectual Property Rights means the copyright in any work in terms of the Copyright Act, No. 98 of 1978, and includes without limitation the right to reproduce that work, the rights in respect of a trade mark conferred by the Trade Marks Act, No. 194 of 1993, the rights in respect of a design conferred by the Designs Act, No. 195 of 1993, and the rights in respect of a patent conferred by the Patents Act, No. 57 of 1978;

Marks means any trademarks, logos, brand names, domain names or other marks of SafariNow.com;

GTA means Greyton Tourism association

Conclusion of Agreement and ECT Act

You warrant that you have the contractual capacity to enter into this Agreement with us. If the Agreement is signed by a person acting in a representative capacity on behalf of you, the signing party hereby warrants that all of the information relating to the entity, partnership, association or other person whom he/she represents and which he/she has supplied to GTA at any time will be true, accurate and complete.

You acknowledge that GTA will provide you with an opportunity in respect of all electronic transactions to:

- review the entire electronic transaction;
- correct any mistakes; and
- withdraw from the transaction, before finally placing the order prior to payment of any deposit

GTA is in terms of section 43 of the ECT Act required to make its contact details, its domicilia citandi et executandii and certain other information available to you when you enter into electronic transactions with GTA. This information is available under on our Website located at www.greytontourism.com

Contractual Relationship

Please note that the agreement for providing accommodation lies between you and the establishment itself. GTA will make every effort to assist with the accommodation booking but is not a party to or involved in that agreement. Our responsibility to you in terms of this agreement ends once you have booked or chosen not to book your accommodation.

Bookings

Bookings can unfortunately not be confirmed prior to the payment of the deposit as set out in the quotation to secure the booking reflecting as available in our account and accordingly the availability of any accommodation cannot be guaranteed based on the quotation until such time as the funds are received and a confirmation message sent to you. Please note that whilst GTA has set up a bank account in ABSA in order to avoid any unnecessary payment processing delays, GTA cannot control or facilitate the process whereby funds are reflected in our bank accounts. ***We are not responsible for the lapsing of any quotation or for any booking being lost due to a delay in the processing of any payment***

Cancellations

Cancellation terms vary between establishments, and those pertaining to each establishment are viewable at appropriate times during the reservations process. Please ensure you view these. GTA cancellation period is 8 weeks. No refund is available after that date unless entirely at the discretion of the accommodation establishment. If GTA have paid monies over to the accommodation establishment you will have no recourse to the refund of any deposit from GTA. If you are not satisfied that the policy is reasonable please do not make a booking.

If the establishment has not specified a cancellation policy, our default policy will apply, as set out below. Please note this policy will only apply where there is no establishment cancellation policy.

· Where cancellation occurs after payment of deposit

- No show or cancellation within 8 weeks of stay – No refund due.
- Cancellation more than 8 weeks before stay – full refund less 15% booking fee to GTA

Whilst GTA undertakes to get the refund to you as soon as possible, due to the fact that we are merely facilitating the flow of funds from the establishment back to you we do not have control over the entire refund process and are reliant on the establishment.

Refund payments are subject to a 15% (fifteen percent) handling fee on the refunded amount unless a refund is necessitated as a result of the fault of the establishment or GTA. Determination as to who is at fault is solely in GTA's reasonably exercised discretion.

If a SWIFT international transfer is necessary this will carry an additional charge (currently R180.00)

All cancellations will be dealt with strictly in terms of the default cancellations policy set out above or the establishment's cancellation policy.

Double bookings, Incorrect Quotations and Non-Availability of Accommodation

From time to time accommodation establishments double book, which means that they confirm a reservation with a guest, and subsequently accept another booking for the same accommodation or for some reason accommodation becomes unavailable. We take this seriously and do everything we can to try and ensure it doesn't happen. If it does, GTA try to find reasonable, alternative accommodation.

However any agreement for accommodation and the associated rights and obligations are between you and the accommodation establishment. ***Due to the nature of how the service works GTA cannot and is not liable for any damages or loss you may suffer as a result hereof.***

Please note: GTA does not provide the rand quotation information. This is provided by the establishment and forms the basis of the agreement between you and establishment. If you are quoted incorrectly by an establishment the establishment should be responsible for any shortfall between any quotation and the actual price of any accommodation. GTA will never be responsible for any incorrect quotations.

Complaints

It is important to us that your accommodation experience meets your expectations.

Please ensure that you take up any issues that you experience directly with the establishment during your stay, in order to give them an opportunity to rectify the situation.

If you have a complaint about an accommodation establishment, or about us, please contact us.

We'll treat it seriously but cannot be held responsible for any loss you or any third party may suffer as a result of any accommodation failing to meet the advertised standards.

GTA does not perform site inspections of all the establishments listed on the site. All information about an establishment is provided by the establishment themselves and not by GTA. While the descriptive and qualitative information about each establishment on GTA. is of "best effort" accuracy, we make no warranties as to the accuracy or veracity thereof.

Marketing and Operational Messages

GTA is committed to protecting your privacy and your personal information. We only want to provide you with information that you want to receive and in the manner you want to receive it.

Service Delivery and Interruptions

GTA will use reasonable endeavours to make its services available to you, and to maintain the availability thereof for use by you. Our GTA information office is open 7 days a week but we **do not warrant or guarantee that the services will at all times be free of errors or interruptions and be always available**

Warranties and Indemnity

You hereby warrant the following:

- You have the right to enter into this agreement; and*
- All information provided by you is accurate and true in all material respects.*

You hereby indemnify GTA unconditionally and irrevocably and agree to hold GTA harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and when so ever arising, suffered or incurred by GTA or instituted against GTA as a result of (without limitation):

- your use of our services;*
- your failure to comply with these terms and a provision of any agreement concluded between us;*
- any unavailability of, or interruption in the service;*
- any other cause whatsoever relating to our provision of services to you.*

Disclaimer and Limitation of Liability

To the extent permitted by applicable law, GTA shall not be liable to you for any direct damages howsoever arising and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this agreement, whether resulting from negligence, breach or any other cause. To the extent that a competent court or tribunal finally determines, notwithstanding the limitation contained in this clause, that GTA is liable to you for any damages, GTA's liability to you for any damages howsoever arising shall be limited to the of R1000.00 (one thousand rand) only.

General

Amendments: GTA reserves the right to amend this agreement from time to time. Any new version of the Agreement will be displayed on our website. Please note that you will be given an opportunity to read our terms and conditions and are required to accept our terms and conditions each time you use our service.

Intellectual Property: Nothing contained in this agreement shall, unless the contrary is expressly stated elsewhere in this agreement, be construed as an express or implied license of, or transfer of any rights in or to, any copyright, trademark, trade names, logos, devices, patents or other intellectual property owned or used by each party and each party shall respectively retain all such rights.

Whole Agreement: This agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

Non-Variation: No addition to, variation of, or agreed cancellation of, this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

Waiver: No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

Thank you for using Greyton Tourism Association www.greytontourism.com