

## **Acceptance of Terms**

Smithland Guest Apartments (Pty) Ltd permits the use of this Website subject to these terms and conditions ("the 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. Your use of any accommodation offered by us will also be subject to applicable provisions of the Terms and Conditions. In the event of any conflict between the Terms and Conditions and any other conditions stipulated elsewhere, the Terms and Conditions as contained herein will prevail.

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## **Disclaimer**

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Smithland Guest Apartments (Pty) Ltd will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserves the right to discontinue providing the Website or the service or any part thereof with or without notice to you. 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.

In addition to the disclaimers contained elsewhere in these Terms and Conditions, Smithland Guest Apartments (Pty) Ltd 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. Smithland Guest Apartments (Pty) Ltd does not accept any responsibility for any errors or omissions on this Website.

YOU AGREE, AS A CONDITION OF YOUR OCCUPATION OF OR RESIDENCE AT THE ACCOMMODATION FACILITY, THAT THE ACCOMMODATION FACILITY AND THE OWNER, MANAGER AND/OR OPERATOR OF THE ACCOMMODATION FACILITY AND THEIR AFFILIATES AND RESPECTIVE EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY "THE ACCOMMODATION FACILITY") SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ACCIDENT OR ANY INJURY OR DEATH OF ANY PERSON OR THE LOSS OR DESTRUCTION OF OR DAMAGE TO ANY PROPERTY, WHETHER ARISING FROM FIRE, THEFT OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF THE ACCOMMODATION FACILITY. YOU ACCORDINGLY HEREBY IRREVOCABLY AND UNCONDITIONALLY INDEMNIFY AND AGREE TO HOLD HARMLESS THE ACCOMMODATION FACILITY IN RESPECT OF ANY RESPONSIBILITY AND/OR LIABILITY AS AFORESAID.

### **Disclaimer**

Please note there is a risk involved when leaving goods unattended, and should all goods be stored in a safe place. We will endeavour to ensure your personal safety and that of your property, we wish to make you aware that neither the employees, management nor owners of Smithland Guest Apartments (Pty) Ltd will in any way be liable or responsible for any damage, loss, injury, or otherwise caused beyond our reasonable control, whilst you staying or eating on the premises. We wish to advise that management reserves entry to Smithland Guest Apartments (Pty) Ltd and we reserve the right to terminate entry or accommodation for any reason whatsoever.

Smithland Guest Apartments (Pty) Ltd provides an accommodation facility and clients should take note that Smithland Guest Apartments (Pty) Ltd can accept no liability if the premises being provided doesn't adhere to their requirements expectations due to the following:

- extreme weather conditions preventing the client to use premises to its full potential;
- clients expecting a service and or premises other than as advertised on the official Website of Smithland Guest Apartments (Pty) Ltd;
- services or ancillary services for instance WI FI not being available due to any circumstances beyond Smithland Guest Apartments (Pty) Ltd's reasonable control; for instance break down or interruption of service due to the responsibility of the service provider;

- any necessary; unplanned and urgent repair works needed to the room(s) reserved. In all instance if such repair works are needed Smithland Guest Apartments (Pty) Ltd will accommodate the guest by either providing alternative accommodate in the lodge or arranging accommodation in another lodge in the area of the same or better quality at no extra costs to the client;
- overbooking due to the mistake of the lodge where online bookings are made alternatively guests staying for a longer period as initially arranged. In all instances when such overbooking or overstaying occurs Smithland Guest Apartments (Pty) Ltd will accommodate the guest(s) by either providing alternative accommodate in the lodge or arranging accommodation in another lodge in the area of the same or better quality at no extra costs to the client;
- guests being unreasonably demanding for instance expecting a quality of service or accommodation that an ordinary person wouldn't reasonably expect in the instance;
- any other instances where the guests expectations have not been met if such circumstances were beyond the lodge's reasonable control.

## **Rates**

The rates advertised or communicated are inclusive of tourism levies, service charges, credit card fees, taxes and other similar third party charges unless otherwise communicated.

## **Child Policy**

Children are welcome. We charge per unit and not per person. Children are counted as an occupant.

## **Payment Policy**

Payment for any reservations or other services for which fees may be charged by Smithland Guest Apartments (Pty) Ltd shall be payable either on reservation or on arrival or, where applicable, shall be debited to your account after departure. The guest is obliged to vacate their room and check-out by the time communicated to them by Smithland Guest Apartments (Pty) Ltd's management. Failure to do so will render you liable for an additional night's charge unless prior and alternative check-out arrangements have been made with Smithland Guest Apartments (Pty) Ltd.

You hereby agree that any reservation made by you via this Website constitutes an electronic transaction as defined in the Electronic Communications and Transactions Act, No 25 of 2002 and that a binding agreement has been concluded between you and The Supplier of your choice authorising Smithland Guest Apartments (Pty) Ltd to deduct or debit your credit card for payments for services rendered. Your signature shall not be required for authorisation purposes.

Guests are required to produce the card used to pay any deposit together with a valid ID prior to check-in at Smithland Guest Apartments (Pty) Ltd.

Please Note: During periods of high demand Smithland Guest Apartments (Pty) Ltd may require full pre-payment. This would be non-refundable in the event of cancellation as set out below. Smithland Guest Apartments (Pty) Ltd will contact you should this be a requirement for your reservation.

### **Cancellations and Refunds**

We may require a deposit up to 100% of the price to confirm the reservation. We may impose a cancellation fee of 30% in the event of cancellation before date of arrival. The fee will depend on the nature of the reservation, the length of notice of cancellation before reservation date, the reasonable potential to find alternative clients for the reservation and the reason for cancellation. No refunds on deposits in the event of specialized services already ordered. In the event of cancellation due to the death or hospitalization person for whose benefit the reservation was made the full amount will be returned.

### **Conditions of Residence**

You warrant that you are duly authorised to sign for and bind all persons represented by you or for whom you are responsible ("your party") to these conditions of residence and, failing such authority or regardless of billing instructions, you agree to be personally liable for all amounts arising from the occupation or residence of your party and yourself at Smithland Guest Apartments (Pty) Ltd.

You agree to pay not later than the time of departure (unless prior written arrangements have been made with Smithland Guest Apartments (Pty) Ltd's management) the room rate as determined by Smithland Guest Apartments (Pty) Ltd for the period of residence, the costs of food, beverage and any other amounts relating to such residence together with VAT (if applicable), incurred by you and your party during your stay in Smithland Guest Apartments (Pty) Ltd. Periodic payments must be made if the account exceeds the credit limit designated by Smithland Guest Apartments (Pty) Ltd, and accounts are payable on presentation.

A certificate from Smithland Guest Apartments (Pty) Ltd's manager prima facie shall constitute proof of your indebtedness and of the particulars therein for all purposes including any action instituted by Smithland Guest Apartments (Pty) Ltd against you. You agree that after your departure, Smithland Guest Apartments (Pty) Ltd may retain goods left behind by you and authorise Smithland Guest Apartments (Pty) Ltd, after giving one month's notice to the address registered by you of its intention to do so, to sell same, privately or publicly, at Smithland Guest Apartments (Pty) Ltd's discretion at such price as Smithland Guest Apartments (Pty) Ltd may determine and offset the proceeds of such sale against your indebtedness or to hold such proceeds or part thereof for a period of three years pending any claims by you for those proceeds failing which they shall be deemed to have been forfeited to Smithland Guest Apartments (Pty) Ltd.

YOU HEREBY AGREE, AS A CONDITION OF YOUR OCCUPATION OF OR RESIDENCE AT SMITHLAND GUEST APARTMENTS (PTY) LTD, THAT SMITHLAND GUEST APARTMENTS (PTY) LTD AND THE OWNER, MANAGER AND/OR OPERATOR OF SMITHLAND GUEST APARTMENTS (PTY) LTD AND THEIR AFFILIATES AND RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY "THE SUPPLIER ") SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ACCIDENT OR ANY INJURY OR DEATH OF ANY PERSON OR THE LOSS OR DESTRUCTION OF OR DAMAGE TO ANY PROPERTY, WHETHER ARISING FROM FIRE, THEFT OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF SMITHLAND GUEST APARTMENTS (PTY) LTD. YOU ACCORDINGLY HEREBY IRREVOCABLY AND UNCONDITIONALLY INDEMNIFY AND AGREE TO HOLD HARMLESS SMITHLAND GUEST APARTMENTS (PTY) LTD IN RESPECT OF ANY RESPONSIBILITY AND/OR LIABILITY AS AFORESAID.

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#### Limitation of Liability

SMITHLAND GUEST APARTMENTS (PTY) LTD SHALL IN NO WAY 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 THE WEBSITE OR ANY LINKED WEBSITE, OR ANY INABILITY TO USE THE WEBSITE, OR ANY UNLAWFUL ACTIVITY ON THE WEBSITE CAUSED BEYOND THE REASONABLE CONTROL OF SMITHLAND GUEST APARTMENTS (PTY) LTD.

YOU HEREBY INDEMNIFY SMITHLAND GUEST APARTMENTS (PTY) LTD 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 OR THE RECEIPT BY YOU OF AN ELECTRONIC MAIL FROM SMITHLAND GUEST APARTMENTS (PTY) LTD OR ONE THAT PURPORTS TO EMANATE FROM SMITHLAND GUEST APARTMENTS (PTY) LTD, UNLESS THE LOSS, CLAIM OR DAMAGE ARISES AS A RESULT OF THE GROSS NEGLIGENCE OF SMITHLAND GUEST APARTMENTS (PTY) LTD.

## **Changes to these Terms and Conditions**

Smithland Guest Apartments (Pty) Ltd 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.

## **Termination**

Smithland Guest Apartments (Pty) Ltd may in its sole discretion terminate, suspend and modify this Website and/or your use of this Website, with or without notice to you. You agree that Smithland Guest Apartments (Pty) Ltd will not be liable to you in the event that it chooses to suspend, modify or terminate this Website or your use of this Website.

## **Governing Law**

The Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa and application for any of the services offered on these pages or sites 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 the terms and conditions pertaining to such services.