



General

THE COMPANY

Name: All Venture Trading (Pty) Ltd. trading as gardenrouteeliteescapes.co.za/.com ("The Company")

Registration number: 2022/271078/07

THE COMPANY'S CONTACT DETAILS

Email: bookings@gardenrouteeliteescapes.co.za

Address: All Venture Trading, 74 Mitchell Street, George, 6529, South Africa

ACCEPTANCE OF THIS AGREEMENT BY YOU

You may make use of The Company's services and websites, subject to the terms and conditions outlined in this document.

This agreement is valid and binding on all persons who access this website (or any part thereof) or who use The Company's services (as outlined below). Please read this agreement carefully because by using this website or The Company's services you will be deemed to have agreed to be bound by it. If you do not agree to be bound by this agreement, you must leave this website immediately and refrain from using The Company's websites or services, as further use will automatically bind you to this agreement.

ACCEPTANCE OF THIS AGREEMENT BY ALL TRAVELLERS

By accepting this agreement, you also do so on behalf of all travellers included in your bookings made through The Company's website or services and represent that you have the authority to do so.

VARIATION

The Company reserves the right, in its sole discretion, to vary this agreement or any part thereof at any time without prior notice or justification. Any such changes will be posted on this page. You are encouraged to review this agreement at the inception of each session, as you will be deemed to have accepted any such changes (which shall come into effect once posted on this website) if you continue to use The Company's websites or services after they have been posted.

THE ENTIRE AGREEMENT

This agreement constitutes the entire agreement between you and The Company and supersedes any and all prior promises, representations, agreements, policies and understandings of whatsoever nature. To the extent that any part of this user agreement is found to be invalid, unlawful or unenforceable by any court of competent jurisdiction, such part shall to that extent be severable from the remaining terms, all of which shall remain enforceable and applicable, as permitted by law.

FAILURE TO ENFORCE

Any failure by The Company to exercise or enforce any right or provision of this agreement shall not constitute a waiver of such right or provision. The Company has the right to cede, assign or otherwise transfer its rights and obligations in terms of this user agreement to any third party.

LEGAL COSTS

The Company shall not be liable for any costs incurred by you to obtain professional advice regarding this user agreement.

JURISDICTION

The laws of South Africa govern this agreement. You agree that any cause of action that may arise under this user agreement shall be commenced and heard in the appropriate court in South Africa.

Booking Terms

THE COMPANY'S SERVICES

The Company is a travel agency that runs self-service websites (such as this website) that allow the general public to book travel services from various third-party suppliers.

ALWAYS SELF-SERVICE

It is solely your responsibility to define and provide the correct information during the booking process, as well as to assess the suitability of any travel service before booking. The Company may engage you via various communication channels and perhaps even use the website on your behalf, but it is still your responsibility to make the final assessment of suitability and to check the accuracy of all information before making a booking.

BOOKING IS DIRECTLY WITH THE SUPPLIER

Any reservation you make using The Company's Services is booked for you with a third-party supplier (a "Supplier"). You acknowledge that The Company acts as an agent of the Supplier, who undertakes to render the agreed travel service to you. Any right of recourse that you may have regarding the supplied travel service will be directly with the Supplier, although The Company is always willing to assist wherever possible.

QUOTES, RATES AND PRICES

All rates published on this website are subject to change without notice. Furthermore, rates displayed anywhere on this website, other than a quotation, are to serve as guidelines only. Only quotations offered directly to a user through the website constitute legal offers. Quotations are always subject to the availability of the Supplier.

While The Company endeavours to display accurate prices at all times, pricing errors do occasionally occur. In such circumstances, The Company will reprice, even if the amount is included in a quotation or has already been paid for.

YOUR RESPONSIBILITIES

You understand and accept the responsibilities of using a self-service booking website such as that operated by The Company. These responsibilities include, but are not limited to:

- ensuring the selection of the correct Supplier with your required characteristics
- checking that accurate details have been supplied and captured in the booking
- ensuring that all the proper travel documentation and permissions have been obtained before completing your booking
- understanding what vaccinations or medication may be recommended for those travelling to your destination
- ensuring the eligibility of the travellers, including age, health, financial status or any other factor
- any other factors which might influence your ability to take-up or enjoy your booking

For example, where the following documents are required, you alone are responsible for ensuring that the relevant travellers have them on hand:

- valid identification
- valid passport(s)
- valid visa(s)
- valid birth certificate(s)
- any other documents which may be required during your travels

The Company also recommends that you seek out insurance products to adequately protect you from the risks associated with your booking. There are various risks associated with travel, and you understand that none of these is guarded against by The Company. For instance, you should ensure that you are adequately protected against loss for reasons of illness, cancellation, injury, damage to your baggage, theft, or any other possibility.

TERMS OF THE SUPPLIERS APPLY

Each Supplier will have their own Terms and Conditions that apply to your booking. It is your responsibility to familiarise yourself with the Terms and Conditions of the Supplier before completing a reservation.

ACCEPTING INSTRUCTION

The Company may accept instruction relating to a booking from any party with access to the email account or cell phone number used for the booking, or with substantive knowledge of the booking (such as the reference number).

CANCELLATION POLICY

All bookings and related charges are non-refundable unless otherwise stated during the booking process. When a more lenient cancellation policy applies, that policy will be shown to you during the reservation process and included in your booking. In cases where no cancellation policy is shown, please assume a non-refundable booking or contact us to confirm which cancellation policy applies.

On receipt of a written instruction from you to cancel a reservation, any amount owed to you by the Supplier in question, in terms of its cancellation policy, will be paid to The Company. Following this, The Company shall on-pay the received refund to you within 7 days of our receipt of the funds. The funds shall be deposited into your banking details (less any applicable fees). The Company shall not be obliged to make any payments to you in the event that you are not entitled to a refund, or the funds cannot be recovered from the Supplier.

UNAVAILABLE BOOKINGS

In the event that, after you have made payment for a booking, a Supplier no longer has your selected service (room/date/seat/flight) available, The Company will undertake to find you a suitable alternative or, failing that, will assist as far as possible in recovering your funds from the Supplier.

TRAVEL DELAYS AND RE-SCHEDULING

You understand that flights are occasionally re-scheduled or delayed for various reasons, and it is your responsibility to check for such itinerary changes ahead of travel. The Company will not be held liable for such changes. Any additional costs including, but not limited to accommodation charges or alternate travel arrangements, will be for you.

CREDIT CARD PAYMENT OPTIONS

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction Currency is South African Rand (ZAR).

Among the other forms of payment accepted by The Company, payment may be made via Visa or MasterCard credit cards. The Company takes measures to ensure that payment with a credit card on The Company website is secure. The primary actions taken to ensure this security are as follows:

- Credit card transactions will be acquired for The Company via PayGate (Pty) Ltd (www.paygate.co.za)
- The Company does not store any complete credit card details on our system. Credit card details are forwarded to PayGate (Pty) Ltd who authorise the transaction
- The Company and PayGate (Pty) Ltd use strict encryption. No credit card details are ever sent via unsecured methods such as email.

Save as otherwise provided for in this agreement, the rules, processes and procedures of PayGate (Pty) Ltd and the relevant paying bank, clearing bank and card association shall apply to all payments and transactions concluded on this website and your rights and obligations in respect of payments due to or by you shall be governed accordingly.

Notwithstanding The Company adhering to the above primary measures, you hereby indemnify and do not hold The Company liable for any loss, damage or liability of any nature arising from payments and transactions concluded on this website.

FEES AND COMMISSIONS

The Company may charge you fees for services related to bookings, such as for placing, modifying, amending or cancelling the booking. The Company may receive payments or commissions from Suppliers for bookings. The Company may offer additional service offerings, optional or bundled, that may be offered directly by The Company or by the company acting as an agent of a Supplier.

Such additional service offerings may include their own terms and conditions which, when contradictory, will supersede these terms.

DISSATISFACTION

If, for any reason, you are dissatisfied with your booking, please call The Company immediately. If your dissatisfaction emerges during the course of your travel, you are encouraged to contact The Company immediately so that, where possible, the situation can be rectified for the rest of your travel. If you contact us after your travel, please do so within a week of your return or checkout. We do not, however, guarantee that we will be able to resolve your experience to your satisfaction.

LIMITATION OF LIABILITY

In the event that, notwithstanding the remaining provisions of this user agreement, we are liable to you for any damages, such liability shall be limited to a maximum of the monies that you have paid to us.

Disclaimer

Neither The Company nor any of its directors, employees, officers, representatives, agents, consultants, suppliers, service providers or sub-contractors ("Indemnified Parties"), shall be liable for any direct, indirect, special or consequential losses or damages of whatsoever nature that may result from:

1. your access to or use of this website; or
2. your purchasing and/or using any of the products and services available on this website; or
3. the unavailability of any of the products or services provided on this website; or
4. the inability to access this website or use the products and/or services available on this website; or
5. the use of hyperlinks on this website or the use of or reliance on any website from which you hyperlink to or from this website; or
6. access to or the inability to access websites linked to this website; or
7. access and/or use of this website by any person in a jurisdiction from which such activity is prohibited; or
8. the submission or transmission of information or material on or through this website by you; or
9. the violation of these conditions of use or any other laws, regulations and rules by you; or
10. information or material which you have submitted to The Company which violates any law or breaches any third party's rights (including, but not limited to, defamation, invasion of privacy, breach of confidence or infringement of copyright or any other intellectual property rights).
11. Your interaction with any Supplier. Such interactions may include but are not limited to, any stay made at any accommodation booked through The Company's website or services or any flight scheduled through The Company's website or services.
12. The interaction of any traveller associated with any booking made through The Company's website or services with any Supplier. Such interactions may include but are not limited to, any stay made at any accommodation booked through The Company's website or services or any flight booked through The Company's website or services.

You hereby indemnify and hold harmless the Indemnified Parties against any losses, damages, liability, claims or costs of whatsoever nature, whether compensatory, direct, incidental, consequential or otherwise, incurred by the Indemnified Parties arising from or in any way related to (i) to (xii) above.

The Company reserves the right to defend and control any claims arising from the preceding information, and you agree to co-operate fully with The Company in any such defences.

Website Use

ALLOWED USE OF THIS WEBSITE

You may only access and browse this website for legitimate personal and non-commercial purposes and may not use this website for:

1. harmful purposes; or
2. illegal purposes; or
3. disclosing, sharing or publishing material that may be offensive, defamatory, regulated, copyrighted, incorrect, untrue, prohibited, infringing or damaging to any person; or
4. the creation, storage and sending of unsolicited commercial communications.

Names, e-mail addresses, telephone numbers and fax numbers published on this website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on this website may be used to communicate unsolicited communications to The Company and all rights detailed in section 45 of the Electronic Communications and Transactions Act, No. 25 of 2002 ("ECT Act") are reserved.

If you use information from this website in breach of this user agreement, The Company reserves the right to claim damages and/or institute criminal proceedings against you.

SOFTWARE AND EQUIPMENT

It is your responsibility to acquire and maintain, at your own expense, the necessary computer hardware, software, communication lines and Internet access accounts required to access the Internet and this website and/or to download content from this website.

LOGIN DETAILS AND PASSWORDS

You hereby undertake to keep secure any and all passwords that are required for your access to, or use of, the website. You are legally bound by any action performed on this website by any person with access to your account. You hereby indemnify The Company for any damage, loss or liability of whatsoever nature arising from unauthorised access to this website.

CORRECTNESS OF YOUR INFORMATION

You hereby undertake to ensure that all of the information that you supply to The Company is correct and continuously updated, including, but not limited to, your name and email address. The Company shall not be liable for any damage, loss or liability of whatsoever nature arising from any misrepresentation by you. In the event that you fail to keep your information current and updated, we reserve the right to suspend or remove your account.

INTELLECTUAL PROPERTY RIGHTS

Except as otherwise indicated, this website, and all text, images, trademarks, trade names, logos and other content contained herein, including, without limitation, The Company logo and all designs, text, graphics, pictures, downloads, information, data, software, sound, video and other files, domain names, web pages, patents, source code, meta tags, databases, hyperlinks, content and the selection and arrangement thereof are the proprietary property of The Company or its licensors or users and are protected from infringement by South African and international copyright laws and treaties. These may not be reproduced or appropriated in any manner without the prior written permission of The Company (or the other respective owners, if applicable). This website and all its content and rights to it is reserved under the name of The Company.

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ACCURACY OF SUPPLIER CONTENT ON THIS WEBSITE

The Company undertakes to take reasonable care to ensure that the information provided by third-parties on this website is accurate and up to date.

However, we do not perform site inspections of the Supplier. We accordingly make no warranties concerning the accuracy or completeness of the information supplied by the Supplier listed on this website or of information supplied by users of this website.

You are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available on this website to The Company and we shall use our reasonable endeavours to correct and/or remove such content, or any part thereof, if you provide reasonable grounds to prove the alleged nature of such content.

While every effort is made to ensure that all information on the site is updated and correct, The Company shall not be liable for any loss, breach, damage (whether direct, consequential, general or special) or expense of any nature whatsoever which may be caused, directly or indirectly through the use of, supply or reliance upon any information or service provided by or to The Company through this website.

SERVICE INTERRUPTIONS

We undertake to maintain our reservation service and the technology supporting it, but we make no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this website are free from errors or omissions, or that the service will be uninterrupted and error free. The Company shall not be liable for any damage, loss or liability of whatsoever nature arising from any defects that may be found to exist, or may occur from time to time, in The Company service. You are encouraged to report any possible malfunctions and errors to The Company.

Furthermore, The Company shall not be liable for any direct or indirect loss or damage suffered whatsoever as a result of "hacking" of this website, planned or unplanned outages or the actions of service providers, including relevant hosting and equipment providers. You hereby indemnify and hold The Company harmless in respect of any claim arising from any "hacking" or other outages of service.

USE OF HYPERLINKS

The Company is not responsible for the content, availability, products and/or services of any other website from which you have accessed this website or to which you may hyperlink from this website. Where we provide a hyperlink to a third party's website, we do so because we believe in good faith that such a website contains or may contain material which is relevant to this website. Such a hyperlink does not signify that The Company has

reviewed or approved of the third party's website or its contents, products or services, nor does it imply a recommendation, endorsement, support or association by The Company of the content, products and/or services of such websites.

You may not frame this website in any manner whatsoever, without the prior written permission of The Company.

SECURITY

The Company shall take all reasonable steps to secure the content of this website, as well as the information collected from you, from unauthorised access and/or disclosure. The Company does not, however, make any warranties or representations that the content of this website shall be entirely safe or secure.

We recommend that you install anti-virus software before downloading any material from this website and ensure that such software is compatible with your equipment and regularly updated.

You may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, robots or spyware, to this website or the server and computer network supporting this website. Notwithstanding criminal prosecution, if you deliver or attempt to deliver any damaging code to this website, whether on purpose or negligently, you indemnify and hold The Company harmless, without limitation, against any and all losses, liabilities and damages which The Company may suffer as a result of such delivery, attempt or damaging code.

You may not develop, distribute or use any device or programme designed to breach or overcome the security measures of any restricted pages, products and services on this website and The Company reserves the right to claim damages from any persons who are directly or indirectly involved in the development, use and distribution of such devices or programmes.

If you commit any of the offences set out in sections 85 to 88 of the ECT Act, you shall, notwithstanding any criminal prosecution, be liable for all losses, liabilities and damages that may be suffered by The Company due to or related to such offences.

ACCESS TO THE WEBSITE

The Company reserves the right to restrict, suspend or terminate your access to this website at any time if The Company is of the view that you have breached these conditions of use. Any such restriction, suspension or termination will be without prejudice to any rights which The Company may have against you in respect of such breach.

The Company has the right to remove this website as a whole, or any sections or features of this website, at any time without notice. The Company does not provide any warranties or make any representations that this website shall be available at any specific time.

NO WARRANTY

This website is supplied on an "as is" basis, without any warranty of any kind, express or implied, as to the operation of this website, the accuracy of the information or the products or services referred to on this website and has not been compiled or supplied to meet your individual requirements. It is your sole responsibility to satisfy yourself prior to entering into this user agreement with The Company that the service available from and through this website will meet your individual requirements and be compatible with your hardware and/or software.

Privacy Policy

APPLICABILITY

This privacy policy applies to The Company website only. The Company website may contain hyperlinks to or from other websites ('linked sites') which are not under the control of The Company or governed by this privacy policy. It is your responsibility to review such linked sites' privacy policies and The Company shall not be liable for the breach of any such privacy policies by the owners of such linked sites. Furthermore, such hyperlinks do not imply an endorsement, agreement on or support of the content, products and/or services of such linked sites and The Company is in no way responsible for the content or the privacy and security policies employed by the linked sites.

TYPES OF INFORMATION COLLECTED

When you register on The Company website, we need to collect specific information about you to provide you with the services you have requested. This information may include, but is not limited to:

- Full name
- Email address
- Business or Home Address
- Employer/ affiliated organisation
- Contact telephone numbers
- Date of birth
- Reason for accessing Site
- The intended usage of information requested
- Your passport number or ID number
- Your emails and phone call recordings from your interactions with us
- Your voluntary reviews of suppliers

The personal information detailed above will be collected either electronically using cookies (as described below) or voluntarily provided by you.

PROTECTION OF PERSONAL INFORMATION

We secure the integrity and confidentiality of your Personal Information in our possession or under our control by taking appropriate, reasonable technical and organisational measures to prevent loss of, damage to or unauthorised destruction of Personal Information; and unlawful access to or processing of Personal Information.

In the unlikely event that the security of your personal information in our possession becomes compromised, we shall notify you thereof as soon as reasonably possible under the circumstances.

In order to implement and maintain such measures, we have in place policies, controls and related processes, which are reviewed and updated on a regular basis. Our controls and procedures cover aspects such as:

- Physical, technical and network security.
- Monitoring of access.
- Secure storage, destruction and encryption of records of Personal Information.
- Personal Information breach reporting and remediation.
- By way of written agreements, imposition of security and confidentiality obligations on third parties (based within or outside the borders of South Africa) who process Personal Information as part of rendering services to us.

DATA RETENTION AND DELETION

The Company will ensure that information is not kept longer than is necessary and will retain the minimum amount of information that it requires to carry out its statutory functions and the provision of services.

We keep your Personal Information for as long as:

- We need it to provide our platforms, products or services to you.
- It is required or allowed by law and is in line with our internal retention policies.
- It is necessary to uphold the contract between you and us.

DISPERSAL OF INFORMATION TO THIRD PARTIES

In addition to the policies and procedures we employ to safeguard your data, your data is protected by the laws of South Africa.

Subject to the remaining provisions of this policy, The Company will not share personal information with any other third parties without your permission, unless required by law enforcement action, subpoena or applicable law or regulation.

The Company does not lease, sell, rent or disperse any information supplied by you to any third parties, except in the following circumstances:

If you make a booking at a Supplier, we will pass onto the Supplier all information necessary for the booking to be processed. This may include, but is not limited to:

- Your first name and last name.
- Your contact details, email address and/or phone number.
- Your country of origin.
- Your passport number or ID number.

Personal information given to The Company may be transferred across country borders for the purposes of data consolidation, storage and simplified customer information management.

The Company shall be entitled to disclose such information to its subsidiaries and those suppliers engaged by The Company to process data on its behalf. Where such transfer, disclosure or processing occurs, The Company shall ensure that South African laws are still followed in regard to protection of your information. The Company could, furthermore, merge with or be acquired by another business entity or organisation. In that event, The Company shall be entitled to share with the merging or acquiring entity some or all of your personal information (who shall not be allowed to use such personal information for any purposes other than as contemplated in this policy). The Company shall not be liable for any damage, loss or liability of whatsoever nature arising from any unintentional misuse of any information supplied to such merging or acquiring entity.

REVIEWS OF SUPPLIERS

The Company may ask customers to review suppliers after their travel experience. These reviews will always be voluntary. By uploading, submitting or otherwise making available or contributing any content in a customer review on The Company website, you grant The Company an unrestricted, worldwide, non-exclusive, irrevocable, perpetual, royalty-free, fully paid up, license to use, make, have made, reproduce, display, perform, publish, upload, post, modify, create derivative works from, transmit, distribute, sell, offer for sale and sublicense or otherwise transfer those materials or information or their modifications. Additionally, you grant The Company permission to authorise third parties to do any, some or all of the foregoing including, but not limited to, sublicensing others to do any some or all of the foregoing indefinitely.

You represent and warrant that you have sufficient rights in those materials or information to grant these rights and licenses. In addition, you choose to surrender any attribution rights to the content you submit.

In addition, by uploading, submitting or otherwise making available or contributing any content in a customer review on The Company website, you grant The Company the right to display your full name and country of origin in close proximity to the whole, part or derivation of your submitted review content anywhere on The Company website.

NEWSLETTER AND COMMUNICATION OPT-OUT

You will be able to unsubscribe from our newsletter at any time by clicking on the unsubscribe link at the bottom of all our email communications which will automatically remove you from the list.

If at any time you wish to have your information removed from our active databases, please contact us.

CUSTOMER TRACKING

To provide a better service for our customers we do reserve the right to:

Track your movements through this website, analyse your movements on this website through the use of 3rd party tools including but not limited to "Google Analytics", and collaborate with 3rd party tracking services including but not limited to "Google Adwords". Any collaboration with a 3rd party is done in good faith that your privacy will be adequately protected.

Employ the use of cookies (and related technologies): Cookies are small pieces of data that are stored on your local computer by your web-browser. When you visit The Website, we will provide your computer with a cookie to store. This allows us to identify you on subsequent occasions when you arrive on this website. By doing so, we can better tailor your browsing experience to your liking. As such, some features of The Company website may not work correctly if you disable cookies. In some circumstances, 3rd party services employed by the website, such as those provided by Google Ads, may also use cookies to track you onto The Company in order to improve user experience and/or advertising performance.

Collect IP information: When you enter The Company website, we may collect information such as your IP address, your domain name address, the type of web-browsing software that you use, the kind of operating system that you use and the URL of the webpage from which you came to visit this website. This information is used by The Company to improve or maintain the user's experience on this website, and for general statistical purposes.

NON-IDENTIFIABLE AND STATISTICAL INFORMATION

The Company owns and retains all rights to the non-personal statistical information collected and compiled by The Company