



GOODERSON LEISURE TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR USE OF THIS WEBSITE AND/OR THE SERVICES OFFERED VIA THIS WEBSITE BY GOODERSON LEISURE CORPORATION (PROPRIETARY) LIMITED AND ASSOCIATED SUBSIDIARIES.

RESERVATION TERMS AND CONDITIONS

- Rates are subject to availability and fluctuations.
- Rates are per night sharing on a per person or per room basis, as indicated.
- Rates indicated for a "double per person sharing" are based on two persons sharing a room and are charged per person sharing per night unless otherwise stated.
- Rates are for accommodation only unless otherwise specified.
- "BB" denotes bed and breakfast. "DBB" denotes dinner, bed and breakfast.
- These rates are not available for groups or conferences and a maximum of 9 rooms per booking applies.
- Rates are non-commissionable to IATA/ASATA registered Travel Agents, on presentation of a referral/payment voucher.
- Certain rates require a non-refundable prepayment in order to be confirmed. Please check the Rules and Rates when booking, to determine the payment policy.
- Reservations confirmed on a prepaid rate are subject to 100% cancellation fee should they be modified or cancelled.
- Please note that for rates that do not require prepayment, you will not be charged if you amend or cancel this booking before 11:00 (hotel time) on the day of arrival (Booking Site).
- If a reservation made on a rate that does not require prepayment, is not cancelled by 11:00 (hotel time) on the day of arrival, the guest is subject to a charge equal to one night's accommodation. This amount will be charged to the guest's credit card.
- The credit card used to confirm a reservation is required to be presented on check-in at the hotel. In the event of the cardholder not travelling, a valid form of ID is required to be presented.
- All other payments for services rendered by a Gooderson Leisure Hotel, Resort or Lodge shall be payable by you on departure.
- All accommodation provided in terms of any booking made on this website will be subject to the standard Gooderson Leisure terms and conditions of residence of the hotel concerned.
- Certain special promotions and rates carry their own terms and conditions which apply accordingly.
- All Gooderson Leisure rates are inclusive of Value Added Tax but exclude the required 1% Tourism levy that will be charged.

PEAK AND OFF-PEAK

- Peak also refers to "season" or "in season". Off-peak also refers to "out of season" or "off season".
- Gooderson Leisure rates apply to peak and off-peak.

- Peak Periods are as follows:
 - Christmas Day (25 December), Day of Goodwill (26 December), New Year's Day (1 January)
 - Easter long weekend.
 - 16 December to 8 January.
 - South African Public School holidays, as gazetted.
 - Nationally declared Public Holidays and long weekends associated with Public Holidays.
- Off-peak periods are those that fall out of the above peak periods. Should your booking apply to both periods a peak period date and non-peak period, the peak period conditions will apply.

PAYMENT

- Payment for any reservations or other services for which fees may be charged by Gooderson Leisure shall be payable by you on departure from the hotel in question or, where applicable, shall be debited to your account after departure.
- The rates payable by you in respect of the provision by Gooderson Leisure of any services and/or goods, including but not limited to the provision of accommodation at the hotel of your choice shall be the current applicable rates of the particular hotel specified by you. Those rates are available from the hotel itself.
- Provision of banking and/or credit card details on the website is merely to secure a reservation, and does not constitute payment in respect of the services to be provided by Gooderson Leisure. Gooderson Leisure reserves the right to debit your credit card with a cancellation fee equal to 1 nights' accommodation, **if a reservation is not cancelled by 11:00 (hotel time) on the day of arrival.**
- The customer/client hereby agrees that this transaction constitutes an electronic transaction as defined in the Electronic Communications and Transactions Act 2002 and that a binding agreement has been concluded between the Hotel and the customer/client authorising the Hotel to deduct or to debit the credit card for payments for services rendered to the customer/client. The hand signature of the customer/client shall not be required for authorisation purposes.
- By clicking the "I AGREE" button herein, the customer/client signifies and accepts all terms and conditions contained in this Website.

ALTERATIONS TO RESERVATIONS

Off-Peak Alterations

- **If you reduce the number of nights stay and the arrival date is more than 14 days from arrival, the refund for the reduced number of nights will be processed by the hotel within 21 days of you informing the hotel and no additional penalties will be incurred.**
- **If you reduce the number of nights stay and the arrival date is within 14 days of arrival, any refund that may be due will be processed at the time of check-out from the hotel.**
- **If you extend your original reservation and prior to your check-in, the hotel will take payment in respect of the additional accommodation charges at the time of check-in.**

Peak Alterations

- **If you reduce the number of nights stay more than 14 days before your expected arrival date, you will be refunded by the hotel on check-out.**

- If you reduce the number of nights stay within 14 days of your expected arrival date, you will not be refunded.
- If you extend your original reservation and prior to your check-in, the hotel will take payment in respect of the additional accommodation charges at the time of check-in.

CANCELLATION POLICY

Off-Peak Cancellations

- If you cancel your reservation prior to 12 midday on the day of arrival, you will be refunded within 7 days of the cancellation process.
- If you cancel your reservation after 12 midday on the day of arrival you will be charged for the first nights' accommodation and the remainder nights will be refunded by the hotel within 7 days. Please ensure you email all required details to the respective hotel.
- In the event of a 'no show' you will be charged for the first night's accommodation and the remainder nights will be refunded by the hotel within 7 days

Peak Cancellations

- If you cancel your reservation prior to 12 midday on the day of arrival, you will be refunded within 7 days of the cancellation process.
- If you cancel your reservation after 12 midday on the day of arrival you will be charged for the first nights' accommodation and the remainder nights will be refunded by the hotel within 7 days. Please ensure you email all required details to the respective hotel.
- In the event of a 'no show' you will be charged for the first night's accommodation and the remainder nights will be refunded by the hotel within 7 days.

CONFIRMATION OF RESERVATIONS

For online credit card transactions

- If a transaction is authorised by the bank you will receive on screen confirmation of your reservation.
- Should the transaction be declined by the bank, you will receive notification of this on screen and no reservation will be held for you at the hotel.

For EFT transactions

You will only receive confirmation once your funds have been received and confirmed. Proof of payment does not constitute proof of funds. Please note that it can take up to 3 days for funds to clear into our bank account.

- On confirmation of a reservation on screen, an e-mail and SMS (providing you have supplied a cellular number) will be generated and dispatched to you. The e-mail address provided by you will be used to send the confirmatory e-mail. Only South African mobile phone numbers will be sent the confirmation by SMS. It is advised that you print the confirmatory e-mail and present same to the hotel at time of check-in.
- Comments and queries with regard to payments and confirmation should be emailed with full detail to the relevant hotel, Resort and Loge concerned with the booking.

CHILDREN'S POLICY

- Any person under the age of 16 years old is deemed a child in terms of our policies.
- Children's rates are only applicable when children are staying in the same room as adults. If children stay in a separate room, standard adult rates will apply.
- To be completed.

SENIOR RATE

- The Senior Rate is only valid during mid-week (Monday - Thursday), and is subject to an identification document being displayed on check-in as proof of an age over 65. All other standard reservations terms and conditions still apply.

CONDITIONS OF RESIDENCE

- The guest, signing the registration card, warrants that he is duly authorised to sign for and bind all persons represented by him or for whom he is responsible ("his party") to these conditions of residence and, failing such authority, agrees to be personally liable for all amounts arising from the residence of himself and his party at the Hotel.
- The guest and each of his party agree to pay not later than the time of departure (unless prior written arrangements have been made with the Hotel management) the room rate is determined by the Hotel 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 the guest and his party during his/their stay in the Hotel. Periodic payments must be made if the account exceeds the credit limit designated by the Hotel, and accounts are payable on presentation.
- A certificate from the Hotel Manager shall constitute proof of indebtedness of the guest and his/or his party and of the particulars therein for all purposes including any action instituted by the Hotel against the guest and/or any of his party.
- The guest agrees that after his departure, the Hotel may retain goods left behind by him and/or his party and authorises the Hotel after giving one month's notice to the address registered by the guest of its attention to do so, to sell same, privately or publicly, at the Hotel's discretion at such price as the Hotel may determine and offset proceeds of such sale against possible indebtedness of the guest or to hold such proceeds or part thereof for a period of three years pending any claims by the guest for those proceeds failing which they shall be deemed to have been forfeited to the Hotel.
- The guest hereby agrees on behalf of himself and the members of his party that it is a condition of his/their occupation of the Hotel that neither the Hotel, its landlord, employees nor agents shall be responsible for any injury or death of any person or the loss or destruction of or damage to any property upon the premises, whether arising from fire, theft or any cause and by whomsoever caused or arising from the negligence (gross or otherwise) or wrongful act of any person in the employment of the Hotel. The guest and his party may hand to the Hotel for safekeeping money and /or valuables, whereupon a special receipt will be issued accordingly.

SPECIALS

- Specials are valid for the date(s) specified and cannot be redeemed or transferred after the special end date.
- The end date of the special is the last day in which the special can be redeemed.
- Specials cannot be used in conjunction with any other specials.

ACCOMMODATION PRIZE VOUCHERS

- Accommodation prize vouchers are valid for 6 months only.
- Vouchers are not transferrable.
- Vouchers do not have a cash value and cannot be converted to cash or cash equivalents.
- Vouchers are valid for the stipulated resort only and cannot be redeemed at or transferred to another resort.

- Accommodation vouchers cannot be used in conjunction with running specials.

WEBSITE TERMS AND CONDITIONS

Gooderson Leisure Corporation (Proprietary) Limited ("Gooderson Leisure") provides the information and services offered to you via this website ("services") subject to the terms and conditions set out herein. By accessing the Gooderson Leisure website ("website") and using any of the services and information offered via the website from time to time you shall be deemed to have agreed to all the terms and conditions set out herein. Gooderson Leisure may at any time modify these terms and conditions and your continued use of the website will be subject to the terms and conditions in force at the time of your use. Accordingly you agree to review these terms and conditions periodically, and your continued access or use of the website shall be deemed to be your acceptance of the amended terms and conditions of the website. Terms and conditions relating to special offers, which are, from time to time, contained elsewhere on the website, shall, to the extent that those terms and conditions conflict with the terms and conditions contained in this Agreement, take precedence over the conflicting provisions of this Agreement.

USE OF THE WEBSITE

- The Gooderson Leisure reservations feature of this website is provided solely to assist you in determining the availability of travel-related goods and services and to make legitimate reservations. You agree to be financially responsible for all of your use of this website (as well as for use of your account by others, including without limitation any person under the age of eighteen years of age). You agree that the reservations facilities of this website shall be used only to make legitimate reservations. You understand that overuse or abuse of the reservation facilities of this website may result in you being denied access to such facilities, at the sole discretion of Gooderson Leisure.
- For any reservations or other services for which fees may be charged, you agree to abide by these terms and conditions as well as, that payment of all amounts shall be paid by you when due and that you shall comply with all rules and restrictions regarding rates and charges as well as in respect of the availability of products or services. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of this website.

CONTENT OF THE WEBSITE

Whilst every effort is made to update the information provided on this website on a regular basis, Gooderson Leisure makes no representations or warranties, whether express, implied in law or residual, as to the accuracy, completeness or reliability of information contained on any of the pages comprising the website and shall not be bound in any manner by any information contained on the website or any of the pages comprising the website. Gooderson Leisure reserves the right at any time to change or discontinue without notice, any aspect, feature or service offered by way of this website. No opinions, information, data or content contained on the website shall be construed as advice and same are offered for information purposes only. Gooderson Leisure gives no warranties and makes no representations as to the accuracy, completeness or reliability of any such opinions, information, data or content.

COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

This website is solely for your personal and non-commercial use. Copyright and all intellectual property rights in all materials made available through this website are owned by Gooderson Leisure alternatively, Gooderson Leisure is the lawful user thereof and is protected by both South African and international intellectual property right laws. Accordingly, any unauthorised copying,

reproduction, retransmission, distribution, dissemination, sale, publication, or other circulation or exploitation of such material as aforesaid or any component thereof will constitute an infringement of such copyright and other intellectual property rights. The images, trademarks, names, logos and service marks (collectively "trademarks"), displayed on this website are registered and unregistered trademarks of Gooderson Leisure alternatively Gooderson Leisure are the lawful users of the trademarks. Nothing contained on this website should be construed as granting any license or right to use any trademarks without the prior written permission of Gooderson Leisure and these may not be used without its permission.

EXTERNAL LINKS

External links may be provided for your convenience, but they are beyond the control of Gooderson Leisure and no representation is made as to their content. Use or reliance on any external links provided is at your own risk. When visiting external links, you must refer to that external website's terms and conditions of use. No hypertext links shall be created from any website whether controlled by you or otherwise to this website without the express prior written permission of Gooderson Leisure.

CHILDREN

If you are under 18 years of age, you may use this website only with the supervision of a parent or guardian. If you represent that you are of sufficient legal age to use this website, you will be bound by any legal obligations and liabilities that you may incur as a result of your use of this website and the services. You agree to supervise all usage by minors of this Website under your name or account.

VERIFICATION

- You acknowledge and agree that Gooderson Leisure shall be entitled to establish the authenticity of any communication transmitted to it by way of the Internet which purports to emanate from you. You agree that all instructions, consents, commitments, reservations and any other communications which purport to emanate from you and which are sent to Gooderson Leisure by way of the Internet and which may (as a result of, inter alia, interception, equipment malfunction, the distortion of communication links or any other reason whatsoever) be different from the details actually sent or given, or may not have been given by you at all, shall be deemed to have been given by you in the form actually received by Gooderson Leisure and you will be bound by such details with no liability of whatever nature attaching to Gooderson Leisure in regard thereto.
- You waive any rights you may have or obtain against Gooderson Leisure arising directly or indirectly from any loss or damage of whatsoever nature which you may suffer as a result of the fact that Gooderson Leisure acts on your instructions or instructions purported to emanate from you. You agree to and hereby indemnify Gooderson Leisure against all and any claims, liabilities, losses, costs, fines, damages and expenses incurred (whether directly or indirectly) by you, arising as a result of the fact that Gooderson Leisure has acted on your instructions or instructions which purport to emanate from you.

SYSTEM AVAILABILITY

- Gooderson Leisure will use reasonable endeavours to maintain full system availability, except during scheduled maintenance periods.

WARRANTIES

- You warrant that every instruction and all information given by you to Gooderson Leisure shall be accurate, true and correct.

- Gooderson Leisure makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the website, any services provided via this website or the suitability of any of the services for a particular purpose. As Gooderson Leisure provides certain services to you via the Internet, Gooderson Leisure makes no representations, nor gives any warranties or guarantees of any nature as to the availability of any communications network or systems of any third party on whom you or Gooderson Leisure rely to provide any of the services.

ONLINE CONTENT AND SOCIAL MEDIA TERMS AND CONDITIONS

Online Content and Social Media shall refer to any other platform, website or online application that has content that is actively managed by Gooderson Leisure excluding the website held at www.goodersonleisure.co.za. These include, but are not limited to Facebook™, Twitter™, Instagram™, Google™ and Google™ affiliated applications (YouTube™, Google+™).

Whilst every effort is made to update the information provided on their Online Content and Social Media platforms on a regular basis, Gooderson Leisure makes no representations or warranties, whether express, implied in law or residual, as to the accuracy, completeness or reliability of information contained on any of the pages/posts/content and shall not be bound in any manner by any information contained on these platforms. Gooderson Leisure reserves the right at any time to change or discontinue without notice, any aspect, feature or service offered by way of these platforms. No opinions, information, data or content contained on social media platforms shall be construed as advice and same are offered for information purposes only. Gooderson Leisure gives no warranties and makes no representations as to the accuracy, completeness or reliability of any such opinions, information, data or content.

ONLINE COMPETITIONS

From time to time, Gooderson Leisure will hold competitions on their Social Media platforms. These competitions are governed by the terms and conditions contained within, and prizes are subjected to the policies contained within, as well as the respective competition terms and conditions contained at www.goodersonleisure.co.za/terms-conditions/competition-t-cs.htm

GENERAL

- Any claim, dispute or impasse relating to these terms and conditions shall be governed by the laws of the Republic of South Africa without giving effect to any principles of conflict of law. You hereby consent to exclusive jurisdiction of the High Court of South Africa in respect of any disputes arising in connection with the services referred to herein, or these terms and conditions or any matter related to or in connection therewith.
- These terms and conditions constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements. No failure or delay on the part of Gooderson Leisure in exercising any right or remedy hereunder or enforcing the terms and conditions of this Agreement will operate as a waiver thereof. Headings are for convenience only and not for use in interpretation of these terms and conditions.
- All provisions of these terms and conditions are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of these terms and conditions which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable,

be treated as pro non scripto and the remaining provisions of these terms and conditions shall remain in full force and effect.

- Delay or failure to comply with or breach of any of these terms and conditions if occasioned by or resulting from an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions, epidemics, act of any Government or other authority, compliance with Government orders, demands or regulations, or any circumstances of like or different nature beyond the reasonable control of the party so failing, will not be deemed to be a breach of these terms and conditions nor will it subject either party to any liability to the other.
- Should either party be prevented from carrying out its obligations by force majeure lasting continuously for a period of 30 (thirty) days, the parties will consult with each other regarding the future implementation of these terms and conditions. If no mutually acceptable arrangement is arrived at within a period of 30 (thirty) days thereafter, Gooderson Leisure shall be entitled to terminate all of its rights and obligations in terms of or arising from these terms and conditions and/or any service forthwith on written notice.
- Where appropriate the masculine gender shall include the feminine gender and vice versa and the singular shall include the plural.

PRIVACY POLICY

Your privacy is very important to Gooderson Leisure. To help protect your privacy, we adhere to the following guidelines. -

- Gooderson Leisure will explicitly ask when they need information that personally identifies you or allows them to contact you ("Personal Information"). Generally, this Personal Information is requested when making reservations, when requesting a particular service, when sending feedback or when entering a competition.
- Gooderson Leisure will use your Personal Information to operate the sites, provide services, and to inform you of new features, services, and products, to enable us to process, validate and verify reservation and requests for services and for the purposes for which you specifically provided the information; to improve your experience on our website; to improve and develop new features and services; to alert you to new services and special offers and for other purposes
- Gooderson Leisure shall be entitled to disclose Personal Information if required to do so to (a) comply with applicable law or with legal process served on Gooderson Leisure; (b) to protect and defend the rights or property of Gooderson Leisure, and (c) for the purposes of distributing same to various third parties who are involved in the provision of the services provided in accordance with these terms and conditions.
- You should also be aware that information and data is automatically collected through the standard operation of the Internet servers and through the use of "cookies." "Cookies" are small text files a web site can use to recognize repeat users, facilitate the user's ongoing access to and use of the website and allow a website to track usage behaviour and compile aggregate data that will allow content improvements and targeted advertising. Cookies are not programs that come onto your system and damage files. Generally, cookies work by assigning a unique number to you that has no meaning outside the assigning site. 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; however, you should

note that cookies may be necessary to provide you with certain features (e.g., customized delivery of information) available on the Websites.

DISCLAIMER

Gooderson Leisure shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party as a result of or which may be attributable, directly or indirectly, to your use of or reliance on any information provided on and via the website or any pages of the website, any e-mails sent from the website, services provided via this website, any viruses that may infect your computer or other property on account of your access to and/or use of this website, use of content, data or information made available via the website, any failure, delay or unavailability of the website or any services offered via the site for any reason whatever and the supply, or failure or delay in supplying any of the services offered via the website and you indemnify and hold harmless Gooderson Leisure in respect of any loss, liability, damage (whether direct, indirect or consequential) or expense of any nature whatsoever, which may be suffered by you or any third party as a result of or which may be attributable, directly or indirectly, to any of the aforesaid.