

# General T&C's

## 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.

### 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](http://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](http://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 supersede 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.

## 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.