Terms and Conditions

1. Website Usage

1.1 These Terms and Conditions govern your ("**the Customer**") use of the website of **Holding 302-308 Pomona (Pty) Ltd trading as Luxury Cape Stays** ("**Luxury Cape Stays**"), located at the domain name www.luxurycapestays.co.za ("**the Website**").

1.2 This Website may only be used for your own personal, non-commercial and information purposes that will allow you to browse the content displayed on the Website and to make a legitimate Booking/s via the Website. This Website may not be used for any other purpose other than as aforementioned and the content that appears thereon, may not be copied, reproduced, republished or redistributed without Luxury Cape Stays' prior written consent. Luxury Cape Stays reserves the right to suspend any Customer's use to this Website should it be found, in Luxury Cape Stays' sole discretion, that the Customer was not using it in compliance with these Terms and Conditions or if we believe that the Customer has provided falsified, inaccurate or incomplete personal information.

1.3 By accessing and using the Website or making a legitimate Booking/s via the Website, the Customer agrees to be bound by and subject himself, herself or itself to the Terms and Conditions set out in herein in its entirety. Should the Customer disagree with the terms herein, it must not use the Website.

1.4 Customers use this Website entirely at their own risk.

1.5 By using this Website, the Customer acknowledges that he/she/it has read and understood these Terms and Conditions and agrees to be bound by it.

1.6 By using the Website, the Customer agrees it will not in any manner, intentional or otherwise, take any action which may cause damage or harm to the performance, availability, security or integrity of the Website, or conduct any activity which may be illegal or unethical.

1.7 Luxury Cape Stays makes no representation or warranty of any nature, whether express or implied in relation to the usage of this Website nor does it warrant that this Website or its content will be fit for any particular purpose, accurate, complete, secure, uninterrupted or error free nor that it may be found to be free from viruses or other harmful components.

1.8 Luxury Cape Stays nor any holding company, affiliate or subsidiary will accept any liability, to the extent permitted by law, for any direct, indirect, incidental, special or consequential losses or damages of whatsoever nature or howsoever caused and arising from the access or use of this Website. The Customer agrees to indemnify Luxury Cape Stays against any losses or damages suffered or any liability incurred by reason of any act or omission on the Customer's part or that of

any third party acting on the Customer's behalf in relation to the access or use or this Website.

1.9 Customers are welcome to contact us should they have any questions regarding Luxury Cape Stays' Website.

2. Variation

2.1. These Terms and Conditions shall be binding on the Customer and no change thereto, unless agreed to in writing by Luxury Cape Stays, shall be of valid and/or enforceable.

2.2. Luxury Cape Stays, in its sole discretion, reserves the rights to change, modify, add or remove portions or the whole of these Terms and Conditions from time to time without notice to its Customer(s). Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the Customer's obligation to periodically check these Terms and Conditions on the Website for any changes or updates. The Customer's continued use of this Website following the posting of changes or updates will be considered notice of the Customer's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

3. Customer Warranties

3.1. Customer warrants that it is at least 18 years of age. If the Customer is under the age of 18 (eighteen) years, it may not use this Website. Luxury Cape Stays shall not be held liable for any Booking/s concluded with a minor, alternatively any content which a Customer under the age of 18 (eighteen) years may be exposed to whilst using this Website.

3.2. The Customer warrants that all information provided upon its use of the Website is accurate and complete and Luxury Cape Stays shall not be liable for any inaccurate or incomplete information submitted during the booking process.

4. Electronic Communication

4.1. By using this Website or communicating with Luxury Cape Stays by electronic means, the Customer consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies all legal requirement, including but not limited to the requirement that such communications should be in writing.

5. Bookings

5.1. Customers may make any Booking/s and pay for any Booking/s via this Website or any add-on services provided by third-party service providers by means of the required payment option made available to the Customer, and it shall be in Luxury Cape Stays' sole discretion whether or not to accept any Booking/s.

5.2. Luxury Cape Stays may indicate, from time to time, whether any Booking/s was accepted by electronic communication to the Customer.

5.3. Upon conclusion of any Booking/s on the Website, a contract will come into force between the Customer and Luxury Cape Stays.

5.4. Luxury Cape Stays reserves the right to discontinue, suspend or change the Booking/s process or specifications from time to time without notice and without attracting or incurring any liability whatsoever.

5.5. Special promotions may be subject to certain conditions.

6. Pricing

6.1. All prices in relation to any Booking/s as shown on this Website, are quoted in South African Rands, unless subject to conversation, and subject to the applicable taxes levied thereon from time to time.
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6.2. Luxury Cape Stays will not be held liable for any loss, damage, claim or expense incurred by the Customer in relation to any error of whatever nature in relation to the pricing that appears on the Website.

7. Payment

7.1. When a Customer places any Booking/s, funds equal to the total value of the specific Booking/s so placed, will be reserved and debited against the card which the Customer has selected to pay with during the checkout process.

7.2. By placement of any Booking/s, personal, billing and contact information will be shared by the Customer, which the Customer accepts.

7.3. The Customer warrants that he/she/it is authorised to make payment with the card so presented and that there are sufficient funds available on the card to effect payment of any Booking/s.

7.4. Customers are welcome to refer to the Security Terms Policy on this Website for further information relating to payments.

8. Data Privacy

8.1. Luxury Cape Stays is committed to protecting the Customer's privacy. Luxury Cape Stays' Privacy Policy applies to all the web pages related to this Website.

8.2. Customers are welcome to refer to the Privacy Policy on this Website for further information relating to payments

8.3. All the information gathered in the online forms on the Website is used to personally identify Customers that subscribe to this service. The information will not be used for anything other than that which is stated in the Terms and Conditions of use for this service. None of the information will be sold to any third parties. Information is however made available to certain third parties who are require the Customer information in order to perform functions solely related to the fulfilment of the services, placement of any Booking/s, or for the processing of payment. The third parties are only permitted to process the Customer's personal information for the specific process given to them based on Luxury Cape Stays' instructions, and they are bound by Luxury Cape Stays' Privacy Policy as well as all applicable data protection laws.

8.4. This Website may collect certain information about the Customer's visits, such as the name of the internet service provider and the Internet Protocol (IP) address through which the Customer accesses the Internet, the date and time the Customer accesses the site, the pages that the Customer accesses while at the Website and the Internet address of the Website from which the Customer linked directly to this Website. This information is used exclusively to help improve the Website, analyse trends, and administer the Website.

8.5. Luxury Cape Stays may need to change its Privacy Policy from time to time in order to address new issues and reflect changes on its Website. Luxury Cape Stays will post those changes on its Website, by ensuring Customers are always aware, regarding, what information it gathers, how it might use that information, and whether it will disclose that information to any parties.

8.6. The Customer may visit this Website without providing any personal information. The Website servers will in such instances collect the IP address of the Customer's device, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. Luxury Cape Stays uses this information to determine use of the Website, and to improve the content thereon. Luxury Cape Stays assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

8.7. The personal information required for executing the placement of any Booking/s through Website, namely the Customer's personal information and credit card details, billing information, physical address and telephone numbers will be kept in the strictest confidence by Luxury Cape Stays and not sold or made known to third parties. Credit card details are not stored by Luxury Cape Stays.

8.8. The Website may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the site, and understanding how visitors use the site. Cookies can also help customize the site for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if the Customer previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties marketing services from time to time. By using the Website, the Customer agrees to Luxury Cape Stays placing these sorts of cookies on its device and accessing them when the Customer visits the Website in the future.

9. Third Party Links

9.1. In an attempt to provide increased value to the Customer, Luxury Cape Stays may provide links to other third party websites or resources. The Customer acknowledges and agree that Luxury Cape Stays is not responsible for the availability of such external sites or resources, does not endorse, and is not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, Booking/s or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

10. Security

10.1. Customers are welcome to refer to the Security Terms Policy on this Website for further information relating to payments.

11. Intellectual Property

11.1. All rights, title, interest and ownership (including all rights under all copyright, patent, and other intellectual property laws) in, to or associated with any intellectual property rights, including copyright, in all materials, including but not limited to trademarks, logos, marks, trade names, marketing material, videos, audio, photographs, images, text and other graphics which form part of this Website are owned by Luxury Cape Stays, alternatively Luxury Cape Stays is the lawful licensee thereof.

11.2. All data and information communicated to or from this Website and/or any Website information as well as the database, is and remains the sole property of Luxury Cape Stays.

11.3. Any unauthorised use, reproduction, reverse-engineering, modification and/or distribution of Luxury Cape Stays' intellectual property is strictly prohibited and constitutes an unlawful infringement of its intellectual property rights.

11.4. Any other trademark or trade name that may appear on our marketing material is and remains the property of its respective owner.

12. Content uploaded by Website Users or Customers on Social Media Platforms

12.1. It is expressly provided herein that any comment uploaded by any User and/or Customer of this Website or any authorised experts are their opinion alone and do not necessarily represent our views, opinions, beliefs or values.

12.2. Should a Website User and/or Customer provide us with feedback or comments in relation to this Website or our Services, the Website User and/or Customer agrees that we may use them for commercial purposes (including using it to endorse our services, Booking/s, or brands) without any compensation to the Website User and/or Customer.

12.3. The Website User and/or Customer agrees not to post comments which violates the right(s) of Luxury Cape Stays, or any other third party including copyright, trademark, privacy or any other personal or proprietary right. The Website User and/or Customer agrees not to disclose, submit or offer any comments that are or contain any defamatory, unlawful, obscene or abusive material.

12.4. Luxury Cape Stays disclaims any liability towards any third party regarding Website Users' and/or Customers' comments.

13. Limitation of Liability

13.1. Luxury Cape Stays makes no representation or warranty of any nature, whether express or implied in relation to the usage of this Website nor does it warrant that this Website or its content will be fit for any particular purpose, accurate, complete, secure, uninterrupted or error free nor that it may be found to be free from viruses or other harmful components.

13.2. Luxury Cape Stays, nor any holding company, affiliate or subsidiary will accept any liability, to the extent permitted by law, for any direct, indirect, incidental, special or consequential losses or damages of whatsoever nature or howsoever caused and arising from the access or use of this Website. The Customer agrees to indemnify Luxury Cape Stays against any losses or damages suffered or any liability incurred by reason of any act or omission on the Customer's party or that of any third party acting on the Customer's behalf in relation to the access or use or this Website.

13.3. **The services advertised on this Website, should not be regarded as professional advice and Customers are obliged to seek their own independent professional advice before undertaking any services or placing any Bookings with Luxury Cape Stays or before taking any course of action relating to these Terms and Conditions. In light of the aforementioned, Luxury Cape Stays will not be liable for costs incurred by the Customer to obtain professional advice relating to these Terms and Conditions nor will it**

accept any liability of whatsoever nature in respect of any adverse reaction experienced by any Customer or any harm, injury, or death that may be suffered by any Customer.

13.4. Notwithstanding anything else contained in these Terms and Conditions, Luxury Cape Stays' total liability to the Customer in contract, delict (including negligence or breach of statutory duty) or otherwise arising in connection with these Terms and Conditions, shall be limited to the total amount paid by the Customer in respect of the relevant Booking/s made via the Website.

13.5. Luxury Cape Stays will not be liable for any losses or damages of any nature in respect of losses or damages caused due to any interruption or dysfunction of the Website, any loss or corruption of any data, database or software, nor shall Luxury Cape Stays be liable for any loss or damages caused by any third party websites which the Customer may have accessed due to any hyperlink displayed on our Website and accessed by the Customer.

13.6. It is the Customer's sole responsibility to satisfy itself prior to accepting these Terms and Conditions that the service available from and through this Website will meet his/her/its individual requirements and be compatible with his/her/its hardware and/or software. Luxury Cape Stays shall not be responsible for any incompatibility issues whatsoever experienced by the Customer.

14. Force Majeure

14.1. Luxury Cape Stays shall not be liable to the Customer for any delay or failure in performance of any part of these Terms and Conditions to the extent such delay or failure is attributable to an event of Force Majeure. An event of Force Majeure shall mean any cause beyond either party's reasonable control affecting the performance of its obligations, including, but not limited to, fire, flood, explosion, accident, war, acts of terrorism, strike, embargo, governmental impositions or requirements, epidemic, pandemic, civil or military authority, acts of God, changes to laws or regulations, inability and or shortage to secure materials or services, industrial disputes and acts or omissions of other providers of utility or telecommunications services (including internet service), including acts and omissions resulting in the unavailability of the services its provide.

14.2. In such an event as envisaged in this clause, and where such event lasts for a period of at least 30 (thirty) business days.

15. Applicable Laws

15.1. This agreement and everything ancillary thereto will be construed with and governed by the laws of the Republic of South Africa.

15.2. The parties hereto consent to the jurisdiction of the relevant Magistrate or High Court in which Luxury Cape Stays' registered address falls.

16. Breach

16.1. In the event that the Customer breaches these Terms and Conditions, or if there is a reasonable suspicion that the Customer has breached these Terms and Conditions, Luxury Cape Stays will be entitled to take one or more of the following actions:

16.1.1. temporarily suspend access to this Website;

16.1.2. block devices using the Customer's IP address from the Website;

16.1.3. suspend or delete the Customer's account on the Website;

16.1.4. Take legal action in respect of either the breach of contract alternatively; and/or

16.1.5. Claim damages.

17. General Provisions

17.1. Luxury Cape Stays shall be entitled to cede any of its rights and/or delegate any of its obligations under these Terms and Conditions to any one or more persons. The Customer shall not be entitled to cede any of its rights and/or delegate any of its obligations under this agreement to any one or more persons, without the prior written consent of Luxury Cape Stays.

17.2. These Terms and Conditions constitute the sole record of the agreement between the parties in regard to the subject matter hereof.

17.3. Neither party shall be bound by any express or implied term, undertaking, representation, warranty, promise or the like not recorded herein.

17.4. No alteration, variation or cancellation by agreement of, addition or amendment to, or deletion from these Terms and Conditions or this clause, shall be of any force or effect unless in writing and signed by or on behalf of the parties.

17.5. No indulgence, extension of time, relaxation or latitude which Luxury Cape Stays may show, grant or allow to the Customer shall constitute a waiver by Luxury Cape Stays of any of its rights and Luxury Cape Stays shall not thereby be prejudiced or estopped from exercising any of its rights against the Customer which may have then already arisen or which may thereafter arise.

17.6. These Terms and Conditions are subject to the Electronic Communications Act No, 25 of 2002 in respect of any Booking/s and payments conducted on or via this Website.

17.7. These Terms and Conditions are subject to the Consumer Protection Act, No. 68 of 2000.

17.8. If the Customer accesses this Website from locations outside of South Africa, that Customer is responsible for compliance with all local laws.

17.9. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between Luxury Cape Stays and the Customer with regard to the use of the content, the content displayed this Website as well as the placement of any Booking/s therefrom.