

## TERMS AND CONDITIONS – GUESTS



### ETNAS SOUTHERN TIP

Name: Etnas Southern Tip (Pty) Ltd trading as Etnas Accommodation/Etnas Arniston

Registration number: 2019/030790/07

Directors: JH van der Westhuizen, DL van der Westhuizen and HC van der Westhuizen

Contact details:

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e-mail: [arniset@mweb.co.za](mailto:arniset@mweb.co.za)

Address: 14 Fifth Avenue, Arniston, Western Cape, 7280, South Africa

### ACCEPTANCE OF THIS AGREEMENT BY YOU

You make use of Etnas Southern Tip's services and website, 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 Etnas Southern Tip's services (outlined below). Please read this agreement carefully because by using this website or Etnas Southern Tip'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, or are not yet of a legal age to be bound by this agreement, you must leave this website immediately and refrain from using Etnas Southern Tip's website and services, as further use will automatically bind you or, in the case where you are not of a legal age, you together with your legal guardian.

### ACCEPTANCE OF THIS AGREEMENT BY ALL TRAVELERS AND GUESTS

By accepting this agreement, you also do so on behalf of all travelers and guests included in your bookings made through

Etnas Southern Tip's website or services and represent that you have the authority to do so.

### VARIATION

Etnas Southern Tip 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 Etnas Southern Tip's website or services after they have been posted.

### FAILURE TO ENFORCE

Any failure by Etnas Southern Tip to exercise or enforce any right or provision of this agreement shall not constitute a waiver of such right or provision. Etnas Southern Tip 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

Etnas Southern Tip shall not be liable for any costs incurred by you to obtain professional advice regarding this user agreement.

## **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. Etnas Southern Tip 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 Etnas Southern Tip service. You are encouraged to report any possible malfunctions and errors to [arniset@mweb.co.za](mailto:arniset@mweb.co.za). Furthermore, Etnas Southern Tip 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 Telkom and all relevant hosting and equipment providers. You hereby indemnify and hold Etnas Southern Tip harmless in respect of any claim arising from any "hacking" or other outage of service.

## **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**

### **ETNAS SOUTHERN TIP'S SERVICES**

Etnas Southern Tip is a self-service accommodation provider that runs a self-service website.

### **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 establishment before booking. Do your homework by researching the different establishments and towns and by making sure that you will feel comfortable at the establishments. Make sure that you know the neighborhoods that you will be visiting and make sure that you know the route to travel before your departure.

## **BOOKING IS DIRECTLY WITH THE SUPPLIER**

Any reservation you make using Etnas Southern Tip's Services is booked for you with a third-party supplier or homeowner (a "Supplier"). You acknowledge that Etnas Southern Tip acts as an agent of the Supplier, who undertakes to render the agreed accommodation service to you. Any right of recourse that you may have regarding the supplied accommodation will be directly with the Supplier, although Etnas Southern Tip 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 Etnas Southern Tip endeavors to display accurate prices; pricing errors do occasionally occur. In such circumstances, Etnas Southern Tip will reprice, even if the amount is included in a quotation or has already been paid for.

## HOW TO CALCULATE THE TOTAL COST OF THE STAY:

The rate per night will be shown in the availability calendar. Take this rate and multiply it with the nights that you would like to sleep in the house. Add the applicable cleaning fee stated in the description and add R30 administration fee.

## YOUR RESPONSIBILITIES

You understand and accept the responsibilities of using a self-service booking website such as that operated by Etnas Southern Tip. 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 your proper travel documentation and permissions have been obtained before completing your booking
- understanding what vaccinations or medication may be recommended for those travelling to South Africa and/or your destination
- ensuring the eligibility of the travelers, 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 travelers 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 in South Africa.

Etnas Southern Tip 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 Etnas Southern Tip. For instance, you should ensure that you are adequately protected against loss for reasons of illness, cancellation, injury, damage to your baggage or property, theft, or any other possibility.

## NOISE

**Radios, CDs, tapes, television/DVD sets, musical instruments, etc. shall not be played in such a manner as to cause a nuisance to adjoining houses or flats. Rowdy and boisterous behavior and excessive noise, including ball games and parties are not permitted in the houses or flats. No bachelor's, 21<sup>st</sup>, matric after parties or any other parties are allowed in ANY of the houses or flats rented out by Etnas Southern Tip.**

**If you do not comply, Etnas Southern Tip or the Suppliers reserves the right to ask that you leave the house or flat and remove your belongings from the premises without any payment or refund to you. Your information will be made available to other agents and you will be blacklisted in the industry.**

## SMOKING

In keeping with South African law, Etnas Southern Tip has a NO SMOKING policy. Guests cannot smoke in any of the houses or flats.

## **RIGHT OF ADMISSION**

Please note Etnas Southern Tip or the Suppliers reserves the right to ask that you leave the house or flat and remove your belongings from the premises without any payment or refund to you, if we are of the opinion, that the house or flat has been used in a reckless manner, which could result or has resulted in damage to the premises or compromised the safety of the premises, guests and any other person and/or the Etnas Southern Tip brand.

## **DAMAGE**

You are responsible for any damage to the house or flat caused by you or any person in your party (irrespective of whether the person is staying at the house or flat). Etnas Southern Tip reserves the right to retain your credit card or debit card details and to charge the cost of such damage to property to your account. Etnas Southern Tip is also well within our rights to institute legal action against you without notice.

Your information will be made available to other agents and you will be blacklisted in the industry.

## **TERMS AND CANCELLATION POLICY OF THE SUPPLIERS APPLY**

Each Supplier will have their own Terms and Conditions and Cancellation Policy that apply to your booking. It is your responsibility to familiarize yourself with these before completing a reservation. You are bound by these terms and conditions and cancellation policy when you complete your reservation.

## **ACCEPTING INSTRUCTION**

Etnas Southern Tip may accept instruction relating to a booking from any party with access to your email account or cellphone 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.

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 Etnas Southern Tip. Following this, Etnas Southern Tip shall on-pay the received refund to you within 7 days of our receipt of the funds. The funds shall be deposited into your bank account (less any applicable fees). Etnas Southern Tip shall not be obliged to make any payments to you if you are not entitled to a refund, or the funds cannot be recovered from the Supplier.

## **UNAVAILABLE BOOKINGS**

If, after you have made payment for a booking, a Supplier no longer has your selected service available, Etnas Southern Tip will undertake to find you a suitable alternative or, failing that, refund you in full.

## **PAYMENT OPTION**

### **NO CASH PAYMENTS AND NO CREDIT CARD FACILITIES**

No cash payments over the counter of any bank or cash payments at ATM's are excepted.

### **IF YOU MAKE A CASH DEPOSIT PAYMENT, EXTRA BANK CHARGES**

## **WILL BE CHARGED ACCORDING TO THE FOLLOWING FORMULA:**

**CASH DEPOSIT AT ABSA COUNTER OR ANY ATM – R8,00 + 1,60% OF DEPOSITED VALUE (MINIMUM R35).**

PLEASE refrain from making cash deposits as it entails extra administration costs.

**ONLY Electronic Fund Transfers are excepted. No cheque payments are excepted.**

**EFT into the following bank account ONLY:**

**Account name: Etnas Southern Tip (Pty) Ltd  
ABSA Cheque Account  
Bredasdorp:  
Branch code: 632005  
Account Number: 40 9580 9952  
Swift code: ABSA ZA JJ**

You can make use of the safe, instant EFT payment portal linked to Etna's Southern Tip's web-site.

## **PROOF OF PAYMENT**

To confirm a booking **PROOF OF PAYMENT** must be sent to [arniset@mweb.co.za](mailto:arniset@mweb.co.za). If no proof of payment is received, **no booking can or will be confirmed.**

## **FEEES AND COMMISSIONS**

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

## **DISSATISFACTION**

If, for any reason, you are dissatisfied with your booking, please call Etnas Southern Tip immediately. If your dissatisfaction emerges during your stay, you are encouraged to contact Etnas Southern Tip immediately so that, where possible, the situation can be rectified for the rest of your stay.

Please make use of the following after hours emergency number, only available to guests that are currently staying at houses rented out by Etnas Southern Tip. 079 805 1326.

This number is only for emergencies, not for bookings or enquiries. If you contact us after your stay we do not, however, guarantee that we will be able to resolve your experience to your satisfaction.

## **DISCLAIMER**

Neither Etnas Southern Tip 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 services available on this website; or
3. the unavailability of any of the services provided on this website; or
4. the inability to access this website or use the services available on this website; or
5. the violation of these conditions of use or any other laws, regulations and rules by you; or
6. Your interaction with any Supplier. Such interactions may include but are not limited to, any stay made at any

accommodation booked through Etnas Southern Tip'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 the above.

Etnas Southern Tip reserves the right to defend and control any claims arising from the preceding information, and you agree to co-operate fully with Etnas Southern Tip in any such defenses.

### **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, Etnas Southern Tip 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 Etnas Southern Tip 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 Etnas Southern. This website and all its content and rights to it is reserved under the name of Etnas Southern Tip.

### **ACCURACY OF ACCOMMODATION CONTENT ON THIS WEBSITE**

Etnas Southern Tip undertakes to take reasonable care to ensure that the information provided by third parties on this website is accurate and up to date.

The accommodation establishments listed on this website legally commit to providing us with accurate and up to date information. We accordingly make no warranties concerning the accuracy or completeness of the information supplied by the accommodation establishments 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 Etnas Southern Tip and we shall use our reasonable endeavors 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, Etnas Southern Tip 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 Etnas Southern Tip through this website.

### **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 Etnas Southern Tip that the service available from and through this website will meet your individual requirements and be compatible with your hardware and/or software.