

## TERMS AND CONDITIONS

### Use of site

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full.

### License to use website

Unless otherwise stated, The St James Boutique Hotel of Knysna and/or its licensors own the intellectual property rights in the website and material on the website.

Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You may not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website

You may not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You may not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, root kit or other malicious computer software.

You may not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without St James's express written consent.

You may not use this website to transmit or send unsolicited commercial communications.

You may not use this website for any purposes related to marketing without St James's express written consent.

### Restricted access

Access to certain areas of this website is restricted. St James reserves the right to restrict access to areas of this website at St James's discretion.

## **Disclaimer of Warranty**

The contents of this site are provided "as is" without warranty of any kind, either expressed or implied, including but not limited to warranties of merchantability, fitness for a purpose and non-infringement.

The owner of this site, the authors of these contents and in general anybody connected to this site in any way, from now on collectively called "Providers", assume no responsibility for errors or omissions in these contents.

The Providers further do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy, correctness or completeness of these contents. The Providers shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including -without limitation- data loss, lost revenues and lost profit) which may result from the inability to use or the correct or incorrect use, abuse, or misuse of these contents, even if the Providers have been informed of the possibilities of such damages. The Providers cannot assume any obligation or responsibility.

The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

## **Our Rights**

We reserve the right to:

1. modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
2. change these Conditions from time to time, and your continued use of the Website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.
3. We will use our reasonable endeavors to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.

## **Privacy Policy**

We are committed to protecting your privacy. This privacy policy applies to all the web pages related to this website.

All the information gathered in the online forms on the website is used to personally identify users that subscribe to this service. The information will not be used for anything other than which is stated in the Terms & Conditions of use for this service. None of the information will be sold or made available to anyone.

The Site may collect certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the Site; the pages that you access while at the Site and the Internet address of the Web site from which you linked directly to our site. This information is used to help improve the Site, analyze trends, and administer the Site.

We may need to change this policy from time to time in order to address new issues and reflect changes on our site. We will post those changes here so that you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer back to this policy regularly. If you have any questions or concerns about our privacy policy, please send us an E-mail.

By using this website, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our site. Your continued use of the website following the posting of changes to these terms will mean that you accept those changes.

### **Cookie/Tracking Technology**

The Site 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 you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

### **Third Party Links**

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are 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, products 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.

### **Indemnity**

You hereby indemnify St James and undertake to keep St James indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by St James to a third party in settlement of a claim or dispute on the advice of St James legal advisers) incurred or suffered by St James arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

### **Breaches of these terms and conditions**

Without prejudice to St James other rights under these terms and conditions, if you breach these terms and conditions in any way, St James may take such action as is deemed appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

### **ROOM RATES**

All rates are subject to change without notice.

All rates are per Person Sharing per night.

All B & B rates include a Full English / Continental breakfast.

All rates include **15% VAT**. Should there be an increase, we reserve the right to increase the rates accordingly.

These rates do not include a Tourism Levy of R 10.00 per night per room.

All rates are quoted in South African Rands.

### **BOOKING PROCEDURES & TERMS of CONDITION**

Reservations are gladly accepted via telephone, in writing via mail, fax or e-mail and all require 50% of the total stay to be paid to secure the booking.

All Bookings are subject to availability.

Final confirmation of booking is only made on receipt of the above mentioned deposit.

Should a deposit not be received as requested, the hotel reserves the right to automatically cancel the booking without any verbal or written notice.

Guest making credit card deposits must complete and sign our credit card debit authorisation form which will be forwarded to you upon request.

St James Management reserve the right to change the type of room booked if so required. In all such instances room rates charged will be adjusted to the applicable rate at time of occupation.

### **CANCELLATIONS & REFUNDS**

Should you for any reason wish to cancel your booking you must advise us **in writing** of your cancellation in order to be eligible for a possible refund of the deposit made.

Please note - NO verbal cancellations will be accepted. All cancellations are to be faxed / e-mailed directly to the hotel.

We have the following cancelation policy:

- If a reservation is **cancelled 7 days or less prior to date of arrival**, 100 % of the value of the total stay is payable.
- If a reservation is **cancelled less than 30 days prior to date of arrival**, 50 % of the value of the total stay is payable.

- If a reservation is **cancelled less than 60 days prior to date of arrival**, 25 % of the value of the total stay is payable
- The full extent of the stay will be charged for in the event of a **premature departure**. This is not dependent on the hotel's occupancy level. Guests are advised to take out travel insurance.

## **PAYMENT OPTIONS**

### **Credit Card**

We accept MasterCard, Visa and AMEX credit cards.

### **EFT (Electronic Fund Transfer) or Direct Deposits**

Please contact reservations for or bank details

### **Security Policy**

1. Virtual Card Services process all credit card transactions. All credit card transactions are 128 bit Secure Socket Layers (SSL) encrypted. The company registration documents and the site's registered domain name are checked and verified by Thawte, ensuring the cardholder and merchant that nobody can impersonate VCS to obtain confidential information.
2. Virtual Card Services is committed to providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. Virtual Card Services Internet servers are protected by firewalls and intrusion detection systems.
3. The Merchant does not have access to credit details.
4. Virtual Card Services continually reviews and enhances its security in line with technological changes.

### **Monitoring**

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

### **Law**

The Conditions will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

### **Updating of these Terms and Conditions**

We reserve the right to change, modify, add to or remove from portions or the whole of

these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

### **Consent**

I understand that all the designs and trademarks are registered to The St James Boutique Hotel of Knysna and hereby accept the terms and conditions. I undertake not to copy/duplicate the trademarks and designs directly or indirectly in anyway and understand the legal implications thereof. Should I be found to be in violation of this agreement I understand that I will be held liable for all legal costs incurred by The St James Boutique Hotel of Knysna for any civil action or any legal action deemed necessary against me.

### **Entire agreement**

These terms and conditions in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.