

TERMS and CONDITIONS

These Terms and Conditions ("the Terms and Conditions") govern your ("the User") use of the Adventours & Transfers website located on the domain name www.adventours.co.za ("the Website").

Use of Site

You may only use this site to browse the content, make legitimate purchases and shall not use this site for any other purposes, including without limitation, to make any speculative, false or fraudulent purchase. This site and the content provided in this site may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. 'Deep-linking', 'embedding' or using analogous technology is strictly prohibited. Unauthorized use of this site and/or the materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws.

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 that 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 private information required for executing the orders placed through the e-commerce facility, namely the User's personal information and credit card details, delivery address and telephone numbers will be kept in the strictest confidence by the Provider and not sold or made known to third parties. Only the necessary information, that is the delivery address and contact phone number will be made known to third parties delivering the product. Credit card details are not kept by the Provider under any circumstances.

The Provider cannot be held responsible for security breaches occurring on the User's electronic device (Personal Computer or other electronic device used to browse the Website), which may result due to the lack of adequate virus protection software or spyware that the User may inadvertently have installed on his/her device.

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.

Delivery Policy

When you click to make a booking with us legal obligations arise and your right to a refund of monies charged to your credit card or paid in any other way agreed by us, are limited by our terms & conditions. You must not make any bookings through this site unless you understand and agree all our terms and conditions. Once payment is made for the booking, it is deemed that you have read and understood the terms and conditions for such booking. If you have any queries please contact us before making any bookings for any service through this website.

Online Payment – MyGate Payment Gateway

All online credit card payments are processed by the MyGate Internet Payment Gateway. Card Holders may go to <http://www.mygate.co.za> to view MyGate security Policy

Security Policy

My Gate processes 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 My Gate to obtain confidential information.

My Gate 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. My Gate Internet servers are protected by firewalls and intrusion detection systems.

The Merchant does not have access to credit details.

My Gate continually reviews and enhances its security in line with technological changes.

Booking processing

The total amount due for all bookings for accommodation and any other goods or services is to be paid immediately.

Booking processing and confirmation will not commence until the amount has been received.

If the Amount is not received within 5 working days of booking the booking will lapse.

Refunds Policy

In the event it is necessary for the client to cancel their booking, the parties hereto agree that the following cancellation policy shall apply:

Cancellation of booking 120 days prior to arrival 50% deposit will be forfeited.

Cancellation of booking 90 days prior to arrival 100% of the full booking payment will be forfeited

The client must advise Adventours & Transfers in writing of the cancellation and any such cancellation must be signed or confirmed to the satisfaction of Adventours & Transfers by the person who made the original booking.

There will be no refunds of any or final payments made for any bookings made on final cancellation until 30 days after receipt and agreement of cancellation by Adventours & Transfers.

Disclosure of outlet country at time of payment

South Africa

First National Bank

Payment Options and Pricing

All transactions will be processed in South African Rands (ZAR)

Adventours & Transfers endeavours to offer you competitive prices on current accommodation and services, you're total booking price will include the price of our booking plus VAT.

Adventour & Transfers reserves the right to change pricing at any time without prior notice.

Credit Cards

We accept Master Card, Visa credit cards, Amex and Diners Cards

EFT

You have the option to pay via EFT. You will have to load Adventours & Transfers as a beneficiary on your internet banking and use the unique order number in the reference line for your payment.

Banking details available on booking form or on request.

Direct Deposit

You may pay for your products through a direct deposit. It's exactly the same as doing an EFT payment, except you'll have to go into your bank and physically make your direct deposit there. Please fax through your deposit slip to us on 021-5570199 to ensure your payment is confirmed. The payment shall only be processed 3 working days after the receipt of deposit.

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 Adventours & Transfers 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 Adventours & Transfers for any civil action or any legal action deemed necessary against me.

Indemnity

The client acknowledges that he/she is availing him/herself of the accommodation, services and/or goods offered by Adventours & Transfers and their associated business partners and service providers out of their own free will and accepts all and every associated risk inherent therein. The Client undertakes not to hold Adventours & Transfers liable for any loss and or damage which they might suffer as a result of any act or omission of Adventours &

Transfers or their employees, business partners, sub-contractors or service providers, howsoever arising and whether as a result of negligence, gross negligence or willful malicious act.

Contact Details

Physical address: 41 Harley Street, Cnr Harley and Main Avenue, Ferndale

Postal address: P O Box 3290 Symridge 1420

Email address: info@adventours.co.za

Phone numbers: 011 326-1804