

WEBSITE TERMS OF USE AGREEMENT

1. DEFINITIONS

Unless the context indicates the contrary, the following words shall have the meanings assigned to them.

- 1.1. **AGREEMENT** shall mean the Website Terms of Use Agreement and the Annexures thereto.
- 1.2. **ECTA** shall mean the Electronic Communications and Transaction Act, 25 of 2002. (Only applicable to all natural persons.)
- 1.3. **PARTIES** shall mean the Provider and the User.
- 1.4. **PROVIDER** shall mean Babirwa Lodge
- 1.5. **THIRD PARTY** shall mean any other individual or company/close corporation who or which is not a party to this Agreement.
- 1.6. **USER/CUSTOMER** shall mean the individual, company or close corporation or authorised representative of the company or close corporation or any other entity using this website.

2. WEBSITE AGREEMENT OF USE

- 2.1. This Agreement governs the User's use of the Provider's website located at the domain name: <https://babirwalodge.co.za/> ("Website").
- 2.2. By accessing and using the Website, the User agrees to be bound by the Agreement set out in this legal notice.
- 2.3. In the event the User does not wish to be bound by the Agreement, the User may not access, display, use, download, or otherwise copy or distributes content obtained at the Website.
- 2.4. The Provider may change, modify, add to, or remove Content from portions or the whole of the Agreement and its Annexures. Changes to the Agreement will become effective when the changes are posted to this Website. The Provider will notify the User of the changes 30 day prior to the effective date via email and/or by posting a prominent notice on the Website. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance of the Agreement, and any other changes or updates. However, this will not affect any Order Confirmation agreed prior to any change or withdrawal of the relevant Services.

3. SUPPLIER OF SERVICES DETAILS

- 3.1. The following information is made available by the Provider to the User in compliance with section 43 of ECTA:
 - 3.1.1. Full name of the Website Owner:
 - 3.1.2. Physical address:
 - 3.1.3. Address for service of all legal documents (physical address):

4. COMPLAINTS AND DISPUTES

- 4.1. The User may file all complaints via the “Contact Us” service on this Website.
- 4.2. The Provider does not subscribe to any alternative dispute resolution code or mechanism.

5. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- 5.1. The Provider provides certain information on the Website. Content displayed on the Website is provided by the Provider, its affiliates or subsidiary, or any other third-party owners of the content (“Content”). All the proprietary works, and the compilation of the proprietary works, belong to the Provider, its affiliates or subsidiary, or any third-party owners of the rights (“Owners”), and the Content is protected by South African and International Copyright Laws.
- 5.2. All rights in and to the Content are reserved and retained by the Owners. Except as specified in this Agreement, the User is not granted a licence or any other right including under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

6. INDEMNITY AND LIABILITY

- 6.1. The User agrees to indemnify and hold the Provider, and its subsidiaries, affiliates, officers, directors, agents, co-branders or other partners, and employees, harmless against any claim or demand, including reasonable attorneys' fees, and including any claim and demand made by any Third party due to or arising out of the User's use of the Website, the User's use of the Services, and any connection to the Services, including but not limited to any detriment the User may suffer or incur in respect of its engagement with any other party thereto, violation of this Agreement, or violation of any rights or violation of any right of another, whether the User is a registered User or not. The User is solely responsible for his / her / its actions when using the Services, including, but not limited to, costs incurred for Internet access. The User indemnifies and holds the Provider harmless against any claim or demand arising from any Third Parties failure to render services relating to any Services rendered by the Provider, which shall include any loss of profits, revenue, interest, goodwill, business and/or savings (whether direct or indirect) suffered by the User.
- 6.2. The User further agrees to indemnify and hold the Provider, and its subsidiaries, affiliates, officers, directors, agents, co-branders or other partners, and employees, harmless against any claim or demand, including reasonable attorneys' fees relating to data loss, loss of any contents, error, omission, interruption, deletion, defect, theft, destruction or unauthorised access to, or alteration of, any Content uploaded on the Website due to fault or negligence (including gross negligence) or any event which could not have been reasonably prevented by the Provider.

7. LIMITATION OF LIABILITY

- 7.1. Subject to sections 43(5) and 43(6) of ECTA, and to the extent permitted by law, the Website and all Content on the Website, are provided on an “as is” basis, and may include inaccuracies or typographical errors and the Provider, Owners, suppliers, employees, directors, partners, affiliates and agents will not be liable for any damage, or loss or liability of any nature incurred by whoever as a result of any action or omission. The Owners make no warranty or representation as to the availability, accuracy or completeness of the Content,

or any third-party content accessible via an Internet link. This paragraph is applicable regardless of the fact the User is not a natural person.

7.2. The Provider makes no representation or warranty express or implied including but not limited to any warranty of merchantability or fitness for a particular purpose or as to the quality of the service. In no event will the Provider be liable for any indirect, special, incidental or consequential losses or damages arising in any manner from the use of any services on this website. Any liability is solely limited to the return of any unused portion of any account.

7.3. Neither the Provider nor any holding company, affiliate or subsidiary of the Provider or Owners, will be held responsible for any damage of any kind, related to the use of, or the inability to access or use the Content or the Website or any functionality, or of any linked website to the extent permissible by law.

8. PRIVACY, ACCESS TO AND USE OF INFORMATION

8.1. The Provider receives various types of information (“Information”) from Users who access the Website, including personal information as detailed in the Promotion of Access to Information Act (“PAIA”), Act 2 of 2000, and as detailed in section 1 of ECTA (“Personal Information”) and Protection of Personal Information Act 4 of 2013 (POPIA).

8.2. The Provider may electronically collect, store and use Personal Information. The Provider voluntarily subscribes to section 51 of ECTA and endeavours to treat Personal Information received by the Provider accordingly. This paragraph is applicable regardless of the fact the User is not a natural person.

8.3. Whenever the User is of the opinion that the Provider fails to comply with section 51 of ECTA, the User will contact the Provider by sending an email via the contact us section. The Provider will review the User’s representations made by email and, if within the Provider’s sole and absolute discretion advisable, take corrective action and in any event within 30 days respond to User informing about corrective actions taken, if any. This paragraph is applicable regardless of the fact the User is not a natural person.

8.4. Interception of communications. Despite such undertaking, it is possible for Internet-based communications to be intercepted.

8.5. Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging.

8.6. The Owners or Provider will not be responsible for any damages the User or any third party may suffer as a result of the transmission of confidential or disclosed information that the User makes to the Owners or the Provider through the Internet, or that the User expressly or implicitly authorises the Owners to make, or for any errors or any changes made to any transmitted information.

8.7. To ensure acquaintance with and awareness of the privacy measures and policies of the Provider, the User is urged to take care to read and understand the underlying privacy paragraphs incorporated in the Agreement.

9. PRIVACY - CASUAL SURFING

- 9.1. The User may visit the Website without providing any personal information.
- 9.2. The User accordingly grants express written permission for the Website servers in such instances to collect the IP address of the User computer, but not the email address or any other distinguishing information.
- 9.3. This information is aggregated (added up) to measure the number of visits, average time spent at the Website, pages viewed, etc.
- 9.4. The Provider uses this information to determine use of the Website and to improve Content.
- 9.5. The Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use the information.

10. PRIVACY - UNSOLICITED INFORMATION

- 10.1. If the User posts unsolicited content or other information ("Information") to the Website and does not indicate otherwise the User grants to the Owners or Provider a:
 - 10.1.1. non-exclusive;
 - 10.1.2. royalty-free;
 - 10.1.3. perpetual (everlasting);
 - 10.1.4. irrevocable (irreversible); and
 - 10.1.5. fully sub-licensable,right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Information throughout the world in any media.
- 10.2. The User grants to the Owners or Provider the right to use the name that the User submits in connection with such Information, if they choose. The User warrants:
 - 10.2.1. that the User owns or otherwise controls all of the rights to the Information that the User posts;
 - 10.2.2. that the Information is accurate;
 - 10.2.3. that by the supply of the Information to Provider;
 - 10.2.4. the User does not violate this Policy and does not infringe the rights of any person or entity; and
 - 10.2.5. that the User indemnifies the Owners for all claims resulting from the receipt by the Provider of the Information the User supplies to it.

10.3. The Provider may monitor and edit or remove any Information, where posted to public pages. The Provider takes no responsibility, and assumes no liability for any Information posted by the User or any third party.

11. PRIVACY - SOLICITED INFORMATION THE USER GIVES TO THE PROVIDER

11.1. The Provider requires certain Personal Information necessary to process transactions if the User requires any of the Provider's products or Services.

11.2. The Provider receives and stores all Information, including Personal Information which the User enters on the Website or gives to Provider in any other way. The User may choose not to provide certain Personal Information, but that may limit the Services or products that the User may wish to obtain from the Provider.

11.3. The Provider provides its products and Services in conjunction with its affiliates and subsidiaries. In this regard and unless specifically restricted by the User from the licence below, the User when entering into the specific transactions in question expressly grants in writing to the Owners and the Provider a:

11.3.1. non-exclusive;

11.3.2. royalty-free;

11.3.3. perpetual;

11.3.4. irrevocable; and

11.3.5. fully sub-licensable,

right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Information throughout the world in any media.

11.4. The User's Information that is required by affiliates and subsidiaries to give effect to transactions that the User chooses to enter into is shared with those entities.

12. PRIVACY - PROMOTIONAL INFORMATION

12.1. The Provider aspires to provide first-class Services to its customers, which requires the Provider providing information to the User about new Services or special offers. In each instance, the User is provided an opportunity to opt-out of such information circulars. For more information, please contact the provider via the Contact Us section.

13. PRIVACY - LAWFUL PURPOSES

13.1. When the Provider is served with due legal process requiring the delivery of Personal Information, it has the legal duty to abide by that demand, and will do so. The Provider may also impart Personal Information if permitted or required to do so by law.

14. PRIVACY - SURVEYS AND STATISTICAL PROFILES

- 14.1. The Provider understands that efficiency and customer care translates to good Service. The Provider may periodically conduct online customer care surveys to enable the updating of Service standards.
- 14.2. When it conducts a survey, the Provider must inform the User how the information gathered will be used, and provide the User with the opportunity to opt-out from such surveys.
- 14.3. Despite any Agreement to the contrary, the Provider may choose to use Personal Information to compile profiles for statistical purposes and may choose to trade with such profiles and statistical data, as long as the profiles or statistical data cannot be linked to any specific data subject, including the User, by a third party.

15. PRIVACY – STORAGE

- 15.1. Personal Information will be stored for as long as it is used and for a period of 1 (one) year, together with a record of the Personal Information and the specific purpose for which it was collected. Personal Information will be destroyed once it has become obsolete (out of date or unusable).

16. PRIVACY- INTERCEPTION

- 16.1. Subject to the Regulation of Interception of Communications Act (“RIC”), Act 70 of 2002, the User agrees that the Provider may intercept, block, read, delete, disclose and use all communications sent or otherwise communicated to the Provider, its employees, directors and agents. The User agrees that his or her consent satisfies the requirements of ECTA and RIC for consent in “writing” as defined. This paragraph is applicable regardless of the fact the User is not a natural person.

17. COMPLIANCE

- 17.1. The User shall comply with all applicable laws, including without limitation and not restricted to the Laws of South Africa, which may be applicable to the User in accepting the specific Terms of the Provider and the User indemnifies and hold the Provider harmless against any claim or demand relating to the User’s infringement or non-compliance of any applicable laws.

18. USER’S GENERAL OBLIGATIONS

- 18.1. The User agrees :
 - 18.1.1. to provide true, accurate, current and complete contact and/or company information as prompted by the Service's registration form online;
 - 18.1.2. that he/she is 18 (eighteen) years of age or older and/or is duly authorized to represent the company;

18.1.3. to maintain and promptly update the registration data to keep it true, accurate, current and complete.

18.1.4. not to use the Services for purposes which:

18.1.4.1. are patently offensive or promote racism, bigotry, hatred or physical harm of any kind against any group or individual;

18.1.4.2. harass or advocate harassment of another person;

18.1.4.3. exploit people in a sexual or violent manner;

18.1.4.4. contain nudity, violence, or offensive subject matter or contain a link to an adult website;

18.1.4.5. solicit personal information from anyone under 18 or any employee of the Provider;

18.1.4.6. promote information that the User knows is false or misleading or promote illegal activities or conduct that which is abusive, threatening, obscene, defamatory or libellous;

18.1.4.7. promote an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;

18.1.4.8. involve the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, or "spamming";

18.1.4.9. further or promote any criminal activity or enterprise or provide instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

18.1.4.10. solicit passwords or personal identifying information for commercial or unlawful purposes from other Users;

18.1.4.11. involve commercial activities and/or sales without the Provider's prior written consent such as contests, advertising, business opportunities, pyramid schemes, franchise or network marketing in any part of the job vacancy or any part of the site;

18.1.4.12. include a photograph of another person uploaded without that person's consent.

- 18.2. The Provider may contact the User via email address with personal communications related to the User's account, including but not limited to registration notices, subscription notices and updates, and account introduction materials

19. CONTENT OF WEBSITE

- 19.1. The Content of the website is not necessarily reviewed by the Provider and does not necessarily reflect the opinions or policies of the Provider. The Provider makes no warranties, express or implied, as to the Content or to the accuracy and reliability of the Content or any material or information that is available on the website.
- 19.2. The Provider assumes no responsibility for monitoring the Services for inappropriate Content or conduct. If at any time the Provider chooses, in its sole discretion, to monitor the Services, the Provider nonetheless assumes no responsibility for the Content thereof.
- 19.3. The Provider may contact the User via email address with personal communications related to the User's account, including but not limited to registration notices, subscription notices and updates, and account introduction materials.

20. DISPUTE RESOLUTION

- 20.1. If the Parties are unable to resolve any dispute resulting from the Agreement by means of joint co-operation or discussion within 10 (ten) business days after a dispute arises or an extended time period as the Parties indicate in writing, then the dispute will be submitted to the most senior executives of the Parties who will try to resolve this dispute, within 5 (five) business days. If the dispute is not resolved in the above manner, then it will be resolved by way of litigation.

21. ASSIGNMENT, CESSION AND DELEGATION

- 21.1. Neither of the Parties will be entitled to transfer any rights, obligations, share or interest acquired in terms of this Agreement, in whole or in part, to any other party or person without the prior written consent of the other, which consent must not be unreasonably withheld or delayed.

22. RELAXATION

- 22.1. No indulgence, leniency or extension of a right, which either of the Parties may have in terms of this Agreement, and which either party ("the grantor") may grant or show to the other party, will in any way prejudice the grantor, or preclude the grantor from exercising any of the rights that it has derived from this Agreement, or be construed as a waiver by the grantor of that right.

23. WAIVER

- 23.1. No waiver on the part of either party to this Agreement of any rights arising from a breach of any provision of this Agreement will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.

24. CHOICE OF LAW

- 24.1. This Website is controlled, operated and administered by the Provider from its offices as set out below within the Republic of South Africa.
- 24.2. If any of the provisions of these Terms are found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to give effect to the intent of these Terms, and the remainder of these Terms will continue in full force.
- 24.3. These Terms constitutes the entire agreement between the Provider and the User with regard to the use of the Content and this Website.
- 24.4. The Parties will not be entitled to rely, in any dispute regarding this Agreement, on any terms, conditions or representations not expressly contained in this Agreement.
- 24.5. No variation of or addition to this Agreement or its Annexures (and including this paragraph) will be of any force or effect unless reduced to writing and signed by or on behalf of the Parties.
- 24.6. Neither party to this Agreement has given any warranty or made any representation to the other party, other than any warranty or representation which may be expressly set out in this Agreement.

This Website was most recently updated on the November 2025