

General

THE COMPANY

Name: Gia Hospitality (Pty) Ltd. trading as Gia Hospitality ("The Company")

Registration number: 2022/432479/07

THE COMPANY'S CONTACT DETAILS

Email: enquiries@gia-app.com and/or admin@gia-app.com

Address: The Jack Rose, 10 Tyrwhitt Ave, Rosebank, Johannesburg 2196, South Africa

Landline: 0214612626

ACCEPTANCE OF THIS AGREEMENT BY YOU

You may make use of The Company's services, websites and application, subject to the terms and conditions outlined in this document.

This agreement is valid and binding on all persons who access this website or application (or any part thereof) or who use The Company's services (as outlined below) including listing their properties on this website. Please read this agreement carefully because by using this website or application or The Company'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, you must leave this website immediately and refrain from using The Company's websites or services, as further use will automatically bind you to this agreement.

ACCEPTANCE OF THIS AGREEMENT BY ALL TRAVELLERS AND LISTED HOTELS

By accepting this agreement, you also do so on behalf of all travellers included in your bookings made through The Company's website or services and represent that you have the authority to do so.

VARIATION

The Company 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 The Company's websites or services after they have been posted.

THE ENTIRE AGREEMENT

This agreement constitutes the entire agreement between you and The Company and supersedes any and all prior promises, representations, agreements, policies and understandings of whatsoever nature. To the extent that any part of this user agreement is found to be invalid, unlawful or unenforceable by any court of competent jurisdiction, such part shall to that extent be severable from the remaining terms, all of which shall remain enforceable and applicable, as permitted by law.

FAILURE TO ENFORCE

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

The Company shall not be liable for any costs incurred by you to obtain professional advice regarding this user agreement.

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

THE COMPANY'S SERVICES

The Company is a booking agent that runs self-service websites (such as this website) that allow the general public to book travel services from various third-party suppliers. The Company also runs an accompanying Cell-phone application.

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 travel service before booking. The Company may engage you via various communication channels and perhaps even use the website or application on your behalf, but it is still your responsibility to make the final assessment of suitability and to check the accuracy of all information before making a booking.

BOOKING IS DIRECTLY WITH THE SUPPLIER

Any reservation you make using The Company's Services is booked for you with a third-party supplier (a "Supplier"). You acknowledge that The Company acts as an agent of the Supplier, who undertakes to render the agreed travel service to you. Any right of recourse that you may have regarding the supplied travel service will be directly with the Supplier, although The Company 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 The Company endeavours to display accurate prices at all times, pricing errors do occasionally occur. In such circumstances, The Company will reprice, even if the amount is included in a quotation or has already been paid for. The Company does not have to honour a booking made where there is an obvious error in pricing even if the booking is confirmed and paid for. A refund or mutually agreed upon solution will be actioned in the case of an obvious pricing error.

All accommodation facilities listing their properties on The Company's website or App agree to give a minimum of 15% discount off the rates listed with other OTA's.

YOUR RESPONSIBILITIES

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

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

TERMS OF THE SUPPLIERS APPLY

Each Supplier will have their own Terms and Conditions that apply to your booking. It is your responsibility to familiarise yourself with the Terms and Conditions of the Supplier before completing a reservation.

ACCEPTING INSTRUCTION

The Company may accept instruction relating to a booking from any party with access to the email account or cell-phone 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 or contact us to confirm which cancellation policy applies.

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 The Company. Following this, The Company shall on-pay the received refund to you within 7 days of our receipt of the funds. The funds shall be deposited into your banking details (less any applicable fees). The Company shall not be obliged to make any payments to you in the event that you are not entitled to a refund, or the funds cannot be recovered from the Supplier.

UNAVAILABLE BOOKINGS

In the event that, after you have made payment for a booking, a Supplier no longer has your selected service (room/date/seat/flight) available, The Company will undertake to find you a suitable alternative or, failing that, will assist as far as possible in recovering your funds from the Supplier.

TRAVEL DELAYS AND RE-SCHEDULING

You understand that flights are occasionally re-scheduled or delayed for various reasons, and it is your responsibility to check for such itinerary changes ahead of travel. The Company will not be held liable for such changes. Any additional costs including, but not limited to accommodation charges or alternate travel arrangements, will be for you.

CREDIT CARD PAYMENT OPTIONS

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction Currency is South African Rand (ZAR).

Among the other forms of payment accepted by The Company, payment may be made via Visa or MasterCard credit cards. The Company takes measures to ensure that payment with a credit card on The Company website is secure. The primary actions taken to ensure this security are as follows:

- Credit card transactions will be acquired for The Company via PayGate (Pty) Ltd (www.paygate.co.za)
- The Company does not store any complete credit card details on our system. Credit card details are forwarded to PayGate (Pty) Ltd who authorise the transaction
- The Company and PayGate (Pty) Ltd use strict encryption. No credit card details are ever sent via unsecured methods such as email.

Save as otherwise provided for in this agreement, the rules, processes and procedures of PayGate (Pty) Ltd and the relevant paying bank, clearing bank and card association shall apply to all payments and transactions concluded on this website and your rights and obligations in respect of payments due to or by you shall be governed accordingly.

Notwithstanding The Company adhering to the above primary measures, you hereby indemnify and do not hold The Company liable for any loss, damage or liability of any nature arising from payments and transactions concluded on this website.

FEES AND COMMISSIONS

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

Such additional service offerings may include their own terms and conditions which, when contradictory, will supersede these terms.

DISSATISFACTION

If, for any reason, you are dissatisfied with your booking, please call The Company immediately. If your dissatisfaction emerges during the course of your travel, you are encouraged to contact The Company immediately so that, where possible, the situation can be rectified for the rest of your travel. If you contact us after your travel, please do so within a week of your return or checkout. We do not, however, guarantee that we will be able to resolve your experience to your satisfaction.

LIMITATION OF LIABILITY

In the event that, notwithstanding the remaining provisions of this user agreement, we are liable to you for any damages, such liability shall be limited to a maximum of the monies that you have paid to us.

Disclaimer

Neither The Company 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:

- i. your access to or use of this website; or
- ii. your purchasing and/or using any of the products and services available on this website; or
- iii. the unavailability of any of the products or services provided on this website; or
- iv. the inability to access this website or use the products and/or services available on this website; or
- v. the use of hyperlinks on this website or the use of or reliance on any website from which you hyperlink to or from this website; or
- vi. access to or the inability to access websites linked to this website; or
- vii. access and/or use of this website by any person in a jurisdiction from which such activity is prohibited; or
- viii. the submission or transmission of information or material on or through this website by you; or
- ix. the violation of these conditions of use or any other laws, regulations, and rules by you; or
- x. information or material which you have submitted to The Company which violates any law or breaches any third party's rights (including, but not limited to, defamation, invasion of privacy, breach of confidence or infringement of copyright or any other intellectual property rights).
- xi. Your interaction with any Supplier. Such interactions may include but are not limited to, any stay made at any accommodation booked through The Company's website or services or any flight scheduled through The Company's website or services.
- xii. The interaction of any traveller associated with any booking made through The Company's website or services with any Supplier. Such interactions may include but are not limited to, any stay made at any accommodation booked through The Company's website or services or any flight booked through The Company'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 (i) to (xii) above.

The Company reserves the right to defend and control any claims arising from the preceding information, and you agree to co-operate fully with The Company in any such defences.

Website Use

ALLOWED USE OF THIS WEBSITE

You may only access and browse this website for legitimate personal and non-commercial purposes and may not use this website for:

- i. harmful purposes; or
- ii. illegal purposes; or
- iii. disclosing, sharing or publishing material that may be offensive, defamatory, regulated, copyrighted, incorrect, untrue, prohibited, infringing or damaging to any person; or
- iv. the creation, storage and sending of unsolicited commercial communications.

Names, e-mail addresses, telephone numbers and fax numbers published on this website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on this website may be used to communicate unsolicited communications to

The Company and all rights detailed in section 45 of the Electronic Communications and Transactions Act, No. 25 of 2002 ("ECT Act") are reserved.

If you use information from this website in breach of this user agreement, The Company reserves the right to claim damages and/or institute criminal proceedings against you.

SOFTWARE AND EQUIPMENT

It is your responsibility to acquire and maintain, at your own expense, the necessary computer hardware, software, communication lines and Internet access accounts required to access the Internet and this website or application and/or to download content from this website or application.

LOGIN DETAILS AND PASSWORDS

You hereby undertake to keep secure any and all passwords that are required for your access to, or use of, the website. You are legally bound by any action performed on this website by any person with access to your account. You hereby indemnify The Company for any damage, loss or liability of whatsoever nature arising from unauthorised access to this website or application.

CORRECTNESS OF YOUR INFORMATION

You hereby undertake to ensure that all of the information that you supply to The Company is correct and continuously updated, including, but not limited to, your name and email address. The Company shall not be liable for any damage, loss or liability of whatsoever nature arising from any misrepresentation by you. In the event that you fail to keep your information current and updated, we reserve the right to suspend or remove your account.

INTELLECTUAL PROPERTY RIGHTS

Except as otherwise indicated, this website and application, and all text, images, trademarks, trade names, logos and other content contained herein, including, without limitation, The Company 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 The Company 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 The Company (or the other respective owners, if applicable). This website, application and all its content and rights to it is reserved under the name of The Company.

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ACCURACY OF SUPPLIER CONTENT ON THIS WEBSITE

The Company undertakes to take reasonable care to ensure that the information provided by third-parties on this website is accurate and up to date.

However, we do not perform site inspections of the Supplier. We accordingly make no warranties concerning the accuracy or completeness of the information supplied by the Supplier 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 The Company and we shall use our reasonable endeavours 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, The Company 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 The Company through this website.

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. The Company 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 Company service. You are encouraged to report any possible malfunctions and errors to The Company.

Furthermore, The Company shall not be liable for any direct or indirect loss or damage suffered whatsoever as a result of "hacking" of this website or application, planned or unplanned outages or the actions of service providers, including relevant hosting and equipment providers. You hereby indemnify and hold The Company harmless in respect of any claim arising from any "hacking" or other outages of service.

USE OF HYPERLINKS

The Company is not responsible for the content, availability, products and/or services of any other website from which you have accessed this website or to which you may hyperlink from this website. Where we provide a hyperlink to a third party's website, we do so because we believe in good faith that such a website contains or may contain material which is relevant to this website. Such a hyperlink does not signify that The Company has reviewed or approved of the third party's website or its contents, products, or services, nor does it imply a recommendation, endorsement, support or association by The Company of the content, products and/or services of such websites.

You may not frame this website in any manner whatsoever, without the prior written permission of The Company.

SECURITY

The Company shall take all reasonable steps to secure the content of this website, as well as the information collected from you, from unauthorised access and/or disclosure. The Company does not, however, make any warranties or representations that the content of this website shall be entirely safe or secure.

We recommend that you install anti-virus software before downloading any material from this website and ensure that such software is compatible with your equipment and regularly updated.

You may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, robots or spyware, to this website or the server and computer network supporting this website. Notwithstanding criminal prosecution, if you deliver or attempt to deliver any damaging code to this website, whether on purpose or negligently, you indemnify and hold The Company harmless, without limitation, against any and all losses, liabilities and damages which The Company may suffer as a result of such delivery, attempt or damaging code.

You may not develop, distribute or use any device or programme designed to breach or overcome the security measures of any restricted pages, products and services on this website and The Company reserves the right to claim damages from any persons who are directly or indirectly involved in the development, use and distribution of such devices or programmes.

If you commit any of the offences set out in sections 85 to 88 of the ECT Act, you shall, notwithstanding any criminal prosecution, be liable for all losses, liabilities and damages that may be suffered by The Company due to or related to such offences.

ACCESS TO THE WEBSITE

The Company reserves the right to restrict, suspend or terminate your access to this website at any time if The Company is of the view that you have breached these conditions of use. Any such restriction, suspension or termination will be without prejudice to any rights which The Company may have against you in respect of such breach.

The Company has the right to remove this website as a whole, or any sections or features of this website, at any time without notice. The Company does not provide any warranties or make any representations that this website shall be available at any specific time.

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 The Company that the service available from and through this website will meet your individual requirements and be compatible with your hardware and/or software.

Yours Sincerely
The Gia Hospitality team