

Please note separate T&C's for the Establishment at which you have booked will be emailed to you with your invoice.



### **Ponta do Ouro Reservations Terms & Conditions**

In using this website, you are deemed to have read and agreed to the following terms and conditions: In the event of a conflict between the Website Terms and Conditions of Use of this website and any specific terms applicable, and only to the extent of the conflict, the more specific term will apply.

#### **Booking conditions**

While Ponta do Ouro Reservations makes every effort to ensure that any taxes listed are correct, we accept no responsibility if taxes shown (whether included in quoted prices or excluded from quoted prices) are incorrect, or if they change between the times of enquiring and of confirming a booking, or between confirming and staying, or at any other time. Taxes will always be due at the rate prevalent at the moment of making the payment.

Prices displayed on rates pages, and special offers displayed throughout the site, are intended as a best possible guide, but do not constitute a firm offer or a guarantee of rates for any particular stay. Likewise, any rates shown during the initial enquiry process (i.e. before a supplier has replied with a quote for a specific stay) are intended as a best possible guide, but do not constitute a firm offer or a guarantee of rates.

**All bookings for accommodation and activities are subject to the booking conditions of the relevant supplier.** Customers are responsible for reading the supplier's booking conditions of which you are advised at the time of booking.

Nothing on this website constitutes an offer on our part or on the part of the suppliers. The matters detailed constitute an invitation to you to make an offer on the stated terms to purchase arrangements featured. Our suppliers may accept or decline any such offer. All arrangements featured or referred to are at all times prior to specific confirmation subject to availability and no warranties, promises or representations are given as to availability.

#### **a) Booking and Cancellation Policy:**

1. The general accepted payment terms are as follows: 50% non-refundable deposit payable directly to Ponta do Ouro Reservations to secure a booking.
2. Proof of payment MUST be emailed to [reservations@ponta.co.za](mailto:reservations@ponta.co.za). Failure to do so by due date will result in the booking being cancelled without prior notice.
3. This Pro-Forma invoice is valid for 24hrs and the rate can change without prior notice. Prices are calculated at the current exchange rate on Invoice date.
4. The remainder 50% must be paid 30 days before arrival. Should the proof of payment for the remaining 50% not be received via [reservations@ponta.co.za](mailto:reservations@ponta.co.za) 30 days before arrival date, the booking will be cancelled.
5. Cancellation Policy will be applied as per the T&C's of the resort/establishment that you have booked to stay at.
6. No refunds will be considered for no-shows.

7. Note: some establishments will require a refundable breakage deposit.
8. All Bank Charges (Cash Deposits, Credit cards and foreign payments) will be for the guests own account. If Ponta do Ouro Reservations needs to do a foreign payment, additional Bank Charges will reflect on your ProForma Invoice above.
9. No bank charges are refundable.
10. Ponta do Ouro Reservations does not accept responsibility for the accommodation or trips featured on the site. If during the course of the holiday you have any reason for complaint or dissatisfaction you should contact the establishment manager or activity supplier in order that remedial action may be taken.
11. At all banks when a foreign payment is done the party paying has 3 options to choose from:
  - a. OUR (meaning all transaction charges are to be paid by the ordering party)
  - b. BEN (All transaction charges are to be paid by the beneficiary customer)
  - c. SHARE (transaction charges on the sender's side are to be paid by the ordering customer transaction charges on the receiver's side are to be paid by the beneficiary customer).The guest always needs to choose option number a. (OUR). If a guest chooses the incorrect option at his/her bank the booking will not be confirmed, as it will be seen as a short payment.

b) Amendment Fee

An amendment fee of R300.00, per person, per amendment, will be charged on all bookings.

### **Exclusion of Liability**

Whilst Ponta do Ouro Reservations makes every effort to ensure the accuracy of the information published on [www.pontadoouro.co.za](http://www.pontadoouro.co.za), we cannot be held responsible for any errors, omissions or changes that may have occurred. All recommendations, opinions expressed and prices regarding properties and/or destinations displayed on Ponta do Ouro Reservations are provided for guidance only. Personal descriptions have been written in good faith and are subjective. Services and facilities can be withdrawn at short notice and Ponta do Ouro Reservations does not accept any liability for the descriptions given. All views expressed are our own and individual opinions may differ especially differ. Please be advised that the area covered by our website has 3rd world infrastructure with the advantages and disadvantages of that.

We do not accept responsibility for your direct dealings with the ultimate supplier of the accommodation/activities, once the introduction has been made. All accommodation/ activities suppliers featured on Ponta do Ouro Reservations are themselves responsible for providing you with the final quote and booking conditions for your reservation.

It is the traveler's own responsibility to obtain valid visas (if necessary) and comply with all local health and custom requirements applicable to the place visited.

Ponta do Ouro Reservations is an agent of each of its suppliers to the extent that we may charge a non- refundable deposit or recover cancellation charges on behalf of a supplier. Otherwise, Ponta do Ouro Reservations is an independent contractor and nothing on this website shall be construed to imply that there is any relationship between it and any of the suppliers whose accommodation or products are contained or referred to in this website. We do not accept liability for any loss or damage or other sum or claim of any nature whatsoever (direct, indirect, consequential or other) which arises, directly or indirectly, in connection with this website including, for the avoidance of doubt and not by way of limitation, any use of any information or material contained in this website or any inability to access or use this website.

Ponta do Ouro Reservations contains links to third party sites. However, we do not control such web sites and are not responsible for their content.

While Ponta do Ouro Reservations makes every effort to ensure that any executable material available to be downloaded from our website is free of any virus, it cannot guarantee that the material is free from any or all viruses. Ponta do Ouro Reservations is not responsible for any loss or damage caused by the executable material and potentially malicious code contained therein. If the use of any information or material on this website is unlawful in any jurisdiction (because of your nationality, residence or for some other reason), that information or material is not offered. If you are outside the Republic of South Africa you must satisfy yourself that you are lawfully able to use any such information and materials. We accept no liability, to the extent allowed by the law, for any costs, losses or damages resulting from or related to the access or attempted access of any information or materials by anyone outside the Republic of South Africa.

### **Copyright**

The copyright and all other rights in all of the material on this site are owned by Ponta do Ouro

Reservations or the material is included with the permission of the rights owner. As a visitor to this site, you may copy material on this site for your own private or domestic purposes, but copying for any commercial or business use is strictly prohibited.

Unless otherwise stated, all right, title, interest, and ownership (including all rights under all copyright, patent, and other intellectual property laws) in, to or of this web site are the sole property of or will vest in Ponta do Ouro Reservations or a third party licensor. All moral rights are reserved.

### **Trademarks.**

Ponta do Ouro Reservations' logo and sub-logos, marks, and trade names are the trademarks of Ponta do Ouro Reservations and no person may use them without permission. Any other trademark or trade name that may appear on this web site or other marketing material of Ponta do Ouro Reservations is the property of its respective owner.

### **Restrictions on Use of Website:**

*Framing.* No person, business, or website may frame this website or any of the pages on this website, or use any other framing technique to enclose any portion or aspect of the website, or mirror or replicate any portion of the website;

*Linking.* We prohibit deep linking to any other pages in a manner that would incorrectly suggest endorsement or support of Ponta do Ouro Reservations or suggests you are the owner of any intellectual property belonging to Ponta do Ouro Reservations.

*Spiders and Crawlers.* No person, business, or web site may use any technology (including spiders or crawlers) to search and gain any information from this website.

You specifically may not:

1. Modify, translate into any language or computer language, or create derivative works from, any content or any part of this website;
2. Reverse engineer any part of this website;
3. Copy, reproduce, upload, post, display, republish, distribute, transmit, any part of the content in any form whatsoever;
4. Use the website other than to make legitimate reservations or bookings;
5. Use the website to make any false, fraudulent or speculative reservation, or any reservation in anticipation of demand;
6. Disguise the information transmitted through the website;
7. Sell, offer for sale, transfer, or license any portion of the website in any form to any third parties;
8. Use or access the website in any way that, in our reasonable judgment, adversely affects the performance or function of the website
9. Upload or transmit to the website or use any device, software or routine that contains viruses, Trojan horses, worms, time bombs, or other computer programming routines that may damage, interfere or attempt to interfere with, intercept, the normal operation of our website, or appropriate the website or any system, or take any action that imposes an unreasonable load on our computer equipment, or that infringes upon the rights of a third party;
10. Use any device, software, or routine that interferes, or attempts to interfere, with the normal operation of our website, or take any action that impose an unreasonable load on our equipment; or
11. disguise the origin of the information transmitted through the website.

### **Force Majeure**

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavors to comply with the terms and conditions of any Agreement contained herein.

**Privacy Statement**

We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers.

**Notification of Changes**

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis

These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.