TERMS AND CONDITIONS, DISCLAIMER & PRIVACY

About us

Buhlebendalo Properties (Pty) Ltd. manages Van Stadens Resort. We provide self-catering accommodation and camping sites.

BOOKING TERMS & CONDITIONS

A deposit of 50% is required by the stipulated date to confirm a reservation.

Full payment is required 3 to 5 days BEFORE Arrival.

The Reference Number & Surname is to be used as (OUR) Beneficiary Reference and proof of payment to be sent.

There will be an admin fee charged for any incorrect references used when making payments.

Should the requested amount not be paid by the stipulated date, the booking will be cancelled. Refer to the Cancellation Policy on the Invoice.

RIGHT OF ADMISSION RESERVED

No dogs allowed-sorry not even cute small ones!

No loud music, indecent behaviour, foul language, or violence will be tolerated.

Motor-propelled boats, windsurfers, quad bikes, and fireworks are not allowed in the resort.

No smoking in units and ablution blocks.

CANCELLATION POLICY

One (1) move will be allowed but the Cancellation Policy remains in force from the 1st reservation date. In order to keep your current deposit – you need to supply **future dates within 2 days after advising us.** Should dates not be provided before your current date of arrival the deposit will be forfeited.

Cancellation Policy

Bookings without deposits will be cancelled!

All cancellations need to be given in writing. The following cancellation charges shall apply.

In all instances below, a 10% cancellation fee is charged on the refunded amount

No Show or Notification - No Refund - 0%

Cancelled - Less than 7 days prior to arrival: No Refund - 0%

Cancelled - 7-30 days prior to arrival: **Refund** - 50%

Cancelled - 30 days or more prior to arrival: Refund - 100%

In event of a premature departure, the full extent of the stay, as originally booked, is due to Buhlebendalo Properties.

BREAKAGE DEPOSIT (Applies to ALL units)

The Guest shall pay Buhlebendalo Properties a breakage deposit. Such a deposit shall be held in the account of Buhlebendalo Properties. Buhlebendalo Properties shall have the right to apply the whole or portion thereof towards payment of any liability of whatever nature for which the Guest is responsible, including but not limited to damages caused to the premises, replacement of items missing in inventory and legal fees, if necessary. Buhlebendalo Properties shall retain the breakage deposit until all repairs and/or replacements have been completed. Should none be necessary, the breakage deposit will be refunded back into the account supplied by the Guest. This takes approximately 7 to 10 working days after departure.

Should the bank details not be supplied on departure, alternatively within 6 months of the departure date, the breakage deposit will be forfeited, and no further claim may be made against the Resort for a refund.

The Guest will not be allowed to take occupation until the full rental and breakage deposit has been paid. NO SMOKING IN UNITS: If any trace is encountered, the full Breakage Deposit will be retained, and the guest will be liable for any further dry-cleaning or laundry bills to refresh the rooms.

Use of Website

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 endeavours 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 documents 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 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, analyse trends, and administer the Site. We may need to change this policy from time to time 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 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

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.

Payment Options and Pricing

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

Buhlebendalo Properties (Pty) Ltd reserves the right to change pricing at any time without prior notice.

Credit Card

We accept MasterCard, American Express and Visa cards. If you do not have a credit card, please utilise one of the other payment options, or simply log off and return to the site later to complete your order. All your order details will be saved online under in the Your Account section available for use whenever you're ready! Sorry for the inconvenience.

Security Policy

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.

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. The Merchant does not have access to credit details.

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 Buhlebendalo Properties (Pty) Ltd 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 Buhlebendalo Properties (Pty) Ltd for any civil action or any legal action deemed necessary against me.

Contact Details

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