

KAMBAKU GOLF CLUB – T’S & C’S

SOCIAL MEDIA AND WEBSITE

1. Introduction

1.1. These Website Terms and Conditions (T&Cs), which include any Policies on the kambakugolf.co.za website (“**Kambaku Golf Club**”, “**the Club**”, “**we**”, “**us**” and “**our**”), apply to booking a round(s) of golf online, the advertising of goods and services, access to the information and use of this Website by Customers (“**you**”, or “**your**”).

1.2 By using this Website you are bound by and agree to these T&Cs, which we may change without notice from time to time. If you do not agree to any of the T&Cs you should not continue to use the Website.

1.3 When placing an online order, a user profile will be created for which will serve as consent to and acceptance of our T&Cs and Privacy Policy.

1.4 These Terms and Conditions are important and should be carefully noted as they contain provisions which, within the limits of the Consumer Protection Act, may limit Kambaku Golf Club’s risk or liability, create risk or liability for you as a consumer, may compel you to indemnify Kambaku Golf Club and serves as an acknowledgement by you of any fact.

1.5 Should you not understand any of the contents of these T&Cs, you are advised to contact Kambaku Golf Club to assist with further explanation of the T&Cs before accepting them.

1.6 This website can be accessed at kambakugolf.co.za related mobi-sites and software applications (the “**Website**”) and is owned and operated by Kambaku Golf Club.

1.7. These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website (“**you**”, “**your**” or “**user**”), including without limitation each user who registers as contemplated below (“**registered user**”).

- By using the Website and/or by clicking on the “Register Now”/ “Signup” / “Accept Cookies and T’s and C/s” or “Subscribe” button on the Website, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.

1.8. The Website enables you to obtain more information relating to Kambaku Golf Club and the services offered by the Club (“**Services**”).

DEFINITIONS

- “Customer” means any natural or juristic person who enters or intends entering into an electronic transaction with, or physically enters the premises of Kambaku Golf Club as the user of the goods or services offered by Kambaku Golf Club;

- “Booking” means the booking of a round(s) of golf at the Club from our website.
- “Premises” means the physical address of the Golf Course including everything else situated on the premises, which address is 1 Crocodile street, Komatipoort, 1340.
- "Policies" means the various policies contained in or referred to herein and on our Website, including frequently asked questions (“FAQs”) and product information, which form part of these Terms and Conditions and which may be updated from time to time;
- “Website” means the Club’s website, which can be accessed at www.kambakugolf.co.za
- “Working Days” means between 07h00 – 17h00 Tuesdays to Friday, including Saturdays 07h00 – 17h00, Sundays from 07h00 - 17h00, and excluding statutory public holidays in the Republic of South Africa

2. SUPPLY OF GOODS AND/OR SERVICES IN TERMS OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT 25 OF 2002 / THE CONSUMER PROTECTION ACT

2.1. Insofar as these T&Cs fall within the ambit of the Act, the following information is made available to you in respect of the supply of goods and/or services offered for sale or advertised or made available by the Club, by way of an electronic transaction (the “ECTA”).

2.2. These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the “CPA”).

Important Notice

2.3. *These Terms and Conditions contain provisions that appear in similar text and style to this clause and which -*

2.3.1. *may limit the risk or liability of Kambaku Golf Club; and/or*

2.3.2. *may create risk or liability for the user; and/or*

2.3.3. *may compel the user to indemnify Kambaku Golf Club; and/or*

2.3.4. *serves as an acknowledgment, by the user, of a fact.*

2.4. *Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.*

2.5. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask Kambaku Golf Club to explain it to you before you accept the Terms and Conditions or continue using the Website.

2.6. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or Kambaku Golf Club in terms of the CPA.

2.7. Kambaku Golf Club permits the use of this Website subject to the Terms and Conditions. By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions.

2.8. These Terms and Conditions are divided into four sections, as follows:

1. **Part A – Orders and Sales**
2. **Part B – Privacy Policy**
3. **Part C – General Legal Terms**

PART A – DATA SUBMISSIONS AND SUBSCRIPTIONS

4. Registration/ subscription and use of the Website

4.1. To sign up to the newsletter, you must provide your email address and may be required to provide certain information and personal details to Kambaku Golf Club.

4.2. You agree and warrant that in the instance of having to provide a username and password for sign in/ login purposes, it shall:

4.2.1. be used for personal use only; and

4.2.2. not be disclosed by you to any third party.

4.3. You agree to notify Kambaku Golf Club immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm.

4.4. By using the Website, you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.

4.5. You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual

process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised Company representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).

4.6. You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.

4.7. You may not in any way display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of an authorised Company representative.

5. Errors

We shall take all reasonable efforts to accurately reflect the description, availability, and information regarding the course and all the other facilities on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error.

PART B – PRIVACY POLICY

6. Privacy policy

6.1. We respect your privacy and will take all reasonable measures to protect it, as more fully detailed in our **Privacy Policy**, which is incorporated by reference.

PART C – GENERAL LEGAL TERMS

7. Changes to these terms and conditions

7.1. Kambaku Golf Club may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not depend on the information on the Website, or in any other way further use, the Website.

7.2. Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.

8. Electronic communications

When you visit the Website or send emails to us, you consent to receiving communications from us or any of our divisions, affiliates or partners electronically in accordance with our privacy policy as set out in clause 10 above.

9. Ownership and copyright

9.1. The contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website (“**Website Content**”) are protected by law, including but not limited to copyright and trade mark law. The Website Content is the property of Kambaku Golf Club, its advertisers and/or sponsors and/or is licensed to Kambaku Golf Club

9.2. You will not acquire any right, title or interest in or to the Website or the Website Content.

9.3. Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law. To obtain permissions for the commercial use of any Website Content contact our Admin Manager at marketing@kambakugolf.co.za.

9.4. Where any of the Website Content has been licensed to Kambaku Golf Club or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third-party terms and conditions.

10. Disclaimer

10.1. The use of the Website is entirely at your own risk, and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.

10.2. Whilst Kambaku Golf Club takes reasonable measures to ensure that the content of the Website is accurate and complete, Kambaku Golf Club makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website, including any representations of the products but not limited to measurements, weight, volume, photographs of the products as featured on the website.

10.3. Kambaku Golf Club disclaims liability for any damage, loss or liability, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.

10.4. Any views or statements made or expressed on the Website are not necessarily the views of Kambaku Golf Club, its directors, employees and/or agents.

10.5. In addition to the disclaimers contained elsewhere in these Terms and Conditions, Kambaku Golf Club also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of Kambaku Golf Club, its employees, agents or authorised representatives. Kambaku Golf Club thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in in connection with your access to or use of the Website.

11. Linked third party websites

11.1. This Website may contain links or references to other websites (“**Third Party Websites**”) which are outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third-Party Websites and Kambaku Golf Club is not responsible for the practices and/or privacy policies of those Third-Party Websites or the “cookies” that those sites may use.

11.2. Notwithstanding the fact that the Website may refer to or provide links to Third Party Websites, your use of such Third-Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information contained thereon.

12. Limitation of liability

12.1. Kambaku Golf Club cannot be held liable for any inaccurate information published on the Website and/or any incorrect prices displayed on the Website, save where such liability arises from the gross negligence or wilful misconduct of Kambaku Golf Club, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors by way of email: marketing@kambakugolf.co.za or calling 082 888 0188 (standard network rates apply).

12.2. Kambaku Golf Club shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from your use of, or reliance upon, the website or the content contained on the website; or your inability to use the website, and/or unlawful activity on the website and/or any linked Third-Party website.

12.3. You hereby indemnify Kambaku Golf Club against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of this website and/or any linked Third-Party website.

12.4. You hereby further indemnify Kambaku Golf Club against any loss, claim or damage which may be suffered by yourself or any third party (natural persons, juristic parties or animals) arising from the use of the facilities, where the Consumer does so negligently and not in terms of the regulations and care guides made available to it or any disclaimers or indemnities displayed on the premises or on any documents relating to Kambaku Golf Club and its facilities, as far as and to the extent that the law permits indemnity to such liabilities.

13. Availability and termination

13.1 We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserve the right to discontinue providing the Website or any part thereof with or without notice to you.

13.2. Kambaku Golf Club may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that Kambaku Golf Club will not be liable to you in the event that it chooses to suspend, modify or terminate this Website.

13.3. If you fail to comply with your obligations under these Terms and Conditions, and you fail to remedy such failure within 7 (seven) days of notice to you by us, this may (in our sole discretion) lead to a suspension of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.

14. Governing law and jurisdiction

14.1. These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

14.2. In the event of any dispute arising between you and Kambaku Golf Club, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Mpumalanga Division, Mbombela (Nelspruit)) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

14.3. Nothing in this clause 18 or the Terms and Conditions limit your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

15. Notices

15.1. Kambaku Golf Club hereby selects 1 Crocodile street, Komatipoort, 1340, as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions (“**nominated address**”). Kambaku Golf Club may change this address from time to time by updating these Terms and Conditions.

15.2. You hereby select the address specified on the Goods order form as your nominated address, but you may change it to any other physical address by giving Kambaku Golf Club not less than 7 days’ notice in writing.

15.3. Notices must be sent either by hand, prepaid registered post, telefax or email and must be in English. All notices sent -

15.3.1. by hand will be deemed to have been received on the date of delivery;

15.3.2. by prepaid registered post, will be deemed to have been received 10 days after the date of posting;

15.3.3. by email before 16h30 on a business day will be deemed to have been received, on the date of successful transmission of the email. All emails sent after 16h30 or on a day which is not a business day will be deemed to have been received on the following business day. **All email communications between you and us must make use of the “read receipt” function** to serve as proof that an email has been received.

16. Kambaku Golf Club information

For the purposes of the ECT Act, Kambaku Golf Club’s information is as follows, which should be on the Website:

16.1. Full name: Kambaku Golf Club, operates as a NPO (Non-Profit Organisation) registered in South Africa.

16.2. Main business: Golf Club

16.3. Physical address for receipt of legal service (also postal and street address): 1 Crocodile street, Komatipoort, 1340

16.4. Office bearers: Jacq Nel

16.5. Phone number: 082 888 0188

16.6 PAIA: The manual published in terms of section 51 of the Promotion of Access to Information Act 2000 may be downloaded from **the website**. Third-Party Sellers' information is available in the relevant Product listing and/or via the customer support centre contactable via our Help/ Contact page.

17. General

17.1. Kambaku Golf Club may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user's right to use the Website or any of its contents subject to us processing any orders then already made by you.

17.2. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.

17.3. Any failure on the part of you or Kambaku Golf Club to enforce any right in terms hereof shall not constitute a waiver of that right.

17.4. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

17.5. No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

17.6. No indulgence, extension of time, relaxation or latitude which any party (the "**grantor**") may show grant or allow to the other (the "**grantee**") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

17.7. These Terms and Conditions contain the whole agreement between you and Kambaku Golf Club and no other warranty or undertaking is valid, unless contained in this document between the parties.
