

TERMS & CONDITIONS

1. User Acceptance

Please read these terms and conditions of use carefully before using or obtaining any information, content, products or services through this website.

By accessing or using our website or any booking portal representing us (“Website”), you agree to be bound by these terms and conditions ("Terms"). If you do not accept all of these Terms, then please do not use this Website. We reserve the right at any time, at our sole discretion, to modify these Terms without prior notice, and your continued use of this Website signifies your acceptance of the updated Terms.

2. Scope of Service

Amakaya Backpackers & Apartments (“Amakaya”) provides accommodation only to visitors to Plettenberg Bay. Amakaya accepts no liability for any injury, loss, claim, illness, harm, death or damage of any kind which you may suffer as a result of any act or omission on the part of or the failure of the Amakaya or its staff to fulfil their obligations, whether in relation to travel arrangements, accommodation or otherwise. By making a reservation through our Website, you enter into a direct, legally binding, contractual relationship. This contract shall constitute the sole contract between Amakaya and you and any right of recourse that you may have against the Amakaya.

3. Age and Responsibility

By accessing or using our Website you warrant:

- that you are of sufficient legal age to create binding legal obligations;
- that all information supplied by you to is true, accurate, current and complete;
- that you will only make legitimate reservations for yourself or for another person for whom you are legally authorized to act and that you will inform such persons about the terms and conditions that apply to their reservation;

4. Reservations, Amendments & Cancellations

Upon submitting your reservation request you authorize Amakaya to provide accommodation, including making payment arrangements with you for a 50% deposit to secure your reservation/s. You agree to make the necessary deposit payments via transfer or direct deposit into Amakaya’s bank account or you agree that your credit card will be charged by Amakaya for the stipulated deposit amount.

By making a reservation, you accept and agree to the relevant cancellation and no-show policy, and to any additional terms and conditions that may apply to your reservation or during your stay, including for services rendered and/or products offered by Amakaya.

While we have made every effort to ensure accuracy and availability, some errors might still occur and we reserve the right to correct or amend reservations. Once aware of such incidents we will make all reasonable effort to advise you within 3 working days. In the event of a price correction to a reservation, we will offer you the opportunity to keep your reservation at the correct price, or at your option, we will cancel your reservation without penalty. This right applies whether or not the reservation has been confirmed and/or payment received.

In the unlikely event that we need to cancel your reservation after the booking has been made, we will make all reasonable effort to advise you as soon as possible.

Should we be unable to fulfil your reservation, you will have the choice of accepting an offered alternative or cancelling your reservation with a full refund of all monies paid. In cases where we are unable to provide an alternative, we reserve the right to cancel your reservation with a full refund.

You may cancel or change your reservation, but you will be charged the cancellation or amendment fee indicated in our cancellation policy. You agree to abide by these cancellation terms and conditions imposed with respect to your accommodation reservation.

In the event you do not show for the first night of the reservation and plan to check-in for subsequent nights in your reservation, you must confirm the reservation changes with Amakaya no later than the date of the first night of the reservation to prevent cancellation of your reservation.

In the event that you do not show for a reservation at all, Amakaya reserves the right to charge you for the full accommodation amount.

5. Ownership and copy-write

The entire content of our Website is copyrighted to Amakaya. This may not be copied, reproduced, sold, displayed, republished, uploaded, posted, transmitted or distributed without the prior written permission of Amakaya, except that you may download, display and print the content presented on our Website for your personal, non-commercial use only. If you do so, you may not modify the Content in any way, and you must retain all copyright and trademark notices, including any other proprietary notices, contained in the Website. You must not obscure, alter or delete any of such notices. Other product, company names, logos and trademarks contained in our Website are the property of their respective owners and are mentioned in our Website for identification purposes only.

6. Use of Our Website

Amakaya grants you a limited, non-transferable license to access and make personal, non-commercial use of our Website in accordance with the Terms of this agreement. Additionally, you agree not to:

- Access, monitor or copy any of the web pages, data or content using any "robot", "spider", "screen scraper" or other automated means or any manual process, for any purpose without the prior written consent of Amakaya;
- interfere or attempt to interfere with the proper working of our Website;
- take any action that imposes, or may impose, in our discretion, an unreasonable load on our computer or network equipment;
- upload or transmit to our Website software or computer programming routines that may damage, interfere or attempt to interfere with, the normal operation of our Website;
- post or transmit via our Website any unlawful, harmful, libellous, abusive, threatening, harassing, defamatory, vulgar, obscene, profane, hateful, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would be considered a criminal offense, gives rise to civil liability, violate the rights of others, or otherwise violate any local, national or international law;

- violate the restrictions found in any of our page headers or bypass or circumvent other measures employed to prevent or limit access to Our Website;
- post false or misleading information on Our Website;
- translate into any language or computer language, reverse engineer or create derivative works from, the content or any part of our Website;

Amakaya may, at our sole discretion, at any time and without notice or liability, suspend, terminate or restrict your access to our Website.

7. User submissions & Reviews

We appreciate your interaction with our Website and receiving your feedback. Please be aware that by voluntarily submitting content to our Website, you grant Amakaya and its affiliated companies, a worldwide, non-exclusive, royalty free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, display such submissions in any form or media. You further grant Amakaya the right to pursue at law any person or entity that violates your or Amakaya's rights in the submissions by a breach of this agreement. You grant Amakaya the right to use the name that you submit in connection with such submissions. You represent and warrant that you own or otherwise control all of the rights to the submissions; that the content is accurate, that use of the content you supply does not violate this policy and will not cause injury to any person. Amakaya has the right but not the obligation to monitor such submissions and reserves the right to edit or remove any submissions. Amakaya takes no responsibility for any user submissions displayed.

8. Indemnification

You agree to defend and indemnify Amakaya and their agents, and each of their respective officers, directors, employees and agents, harmless from and against any claim, cause of action, liability, expense, loss or demand, including without limitation reasonable legal and accounting fees, arising out of, or in any way connected with your breach of this agreements, your use of our Website, your violation of any law or the rights of any third party.

9. Privacy

You consent to the use of your personal information in accordance with the terms of and for the purposes set forth in our Privacy Policy.

10. Insurance

Amakaya strongly advises you to take out adequate insurance cover such as cancellation due to illness, injury or accident, personal accident and personal liability, loss of or damage to baggage, particularly should this reservation be a substantial purchase, or you find the cancellation policy highly onerous. Amakaya will not be responsible or liable if you fail to take adequate insurance cover or at all.

11. General

These terms and conditions shall be governed in accordance with the laws of the Republic of South Africa. You hereby consent to the exclusive jurisdiction of the courts of South Africa in respect of any disputes of any sort that might arise between you and RoomsForAfrica.

You agree that no joint venture, partnership, agency, or employment relationship exists between you and Amakaya as a result of this Agreement or the use of our Website.

This agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between the parties with regard to the subject matter hereof.

If any part of this Agreement is found to be invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition. Our failure or delay in enforcing any provision of this agreement at any time does not waive our right to enforce this agreement in the future.