

TERMS AND CONDITIONS - ESTABLISHMENTS



Listing with Etnas Southern Tip

DEFINITIONS

The terms "Etnas Southern Tip", "ourselves", "our", "us" and "we" refer to the company Etnas Southern Tip (Pty) Ltd (Reg no 2019/030790/07) whose physical address is 14 Fifth Avenue, Arniston, 7240, South Africa.

The terms "you" and "your" refer to the person or entity advertising, having advertised or seeking to advertise one or many accommodation establishments using the Etnas Southern Tip software, or any person or entity representing this/these establishments while using Etnas Southern Tip software, or any person or entity representing this/these establishments in any form of communication with Etnas Southern Tip or Etnas Southern Tip Customers.

"Party" and "parties" refer to both the "you" and "ourselves", or either "you" or "ourselves".

The terms "Etnas Southern Tip Software" or "our Software" refer to all websites or software applications owned or controlled by Etnas Southern Tip, and all other websites or software applications powered by the Etnas Southern Tip system, and all third-party websites or software applications that make use of data provided by Etnas Southern Tip, and all databases or file storage owned or controlled by Etnas Southern Tip, and all social media or blog accounts owned or controlled by Etnas Southern Tip.

The term "your Establishment" refers to one or many accommodation establishments that you advertise, have advertised or seek

to advertise on Etnas Southern Tip software. "Your Establishment" refers to both the physical building and/or location of your accommodation establishment, as well as its business operations as an accommodation provider and related hospitality services.

The term "your Content" refers to any information provided by you to Etnas Southern Tip with respect to your Establishment. This includes, but is not limited to, photographs, descriptions, rates and seasons, contact information, personal information, characteristics, availability information and location information. It includes information provided to us via our software, via email, verbally or collected by ourselves with your permission. It also includes any information related to your Establishment that is provided to us via third-party availability software.

The term "your Listing" refers to elements of your Content and other associated material that collectively comprise the display of your Establishment on Etnas Southern Tip software whether it is displayed publicly or not.

The term "Listed" or "to List" or "the Listing" refers to the general public display of your Listing on Etnas Southern Tip software, in whole or in part, in any place in the Etnas Southern Tip Software.

The term "Delist" or "Delisting" refers to the removal of your Listing from public display on Etnas Southern Tip software, in whole or in part, from some places in Etnas Southern Tip Software or from all places in Etnas Southern Tip Software or from any other platforms where Etnas Southern Tip

decided to advertise your establishment.

The term “Customer”, “Client” or “Guest” refers collectively to the person who, with the aid of Etnas Southern Tip software, found and/or booked at your Establishment and to those guests for whom the booking was made,

The term “Total Booking Value” refers to the total booking value quoted, or the total booking value returned by third-party availability software for a particular booking, as the case may be. “Total Booking Value” includes any extra fees that may be charged, such as cleaning fees. It also includes other services that are specified as ‘included’ in your quotation, messages to the Customer, verbal communication with the Customer or our staff, or described in any of your Content.

The term “Applicable Cancellation Policy” in relation to a booking, is the authoritative description of the refund due to the a customer in the event that they cancel or have cancelled their booking at your Establishment.

Any use of the above terminology or other words in the singular, plural, capitalization, past tense, present tense, future tense and/or he/she or they, are taken as interchangeable and therefore as referring to same.

THE COMPANY

Name: Etnas Southern Tip (Pty) Ltd trading as Etnas Accommodation
Registration number: 2019/030790/07
Director: HC van der Westhuizen and D Janse van Rensburg

Contact details:

(T) +27 28 445 9657
(C) +27 82 818 4529
e-mail: arniset@mweb.co.za

Address: 14 Fifth Avenue, Arniston,
Western Cape, 7280, South Africa

ACCEPTANCE OF THIS AGREEMENT BY YOU

You make use of Etnas Southern Tip’s services and websites, subject to the terms and conditions outlined in this document.

YOUR LISTING

We reserve the right to withdraw or deny the Listing of your Establishment on Etnas Southern Tip's software or any other platforms where Etnas Southern Tip wishes to advertise your establishment.

We shall not be liable for any damage, loss or liability of whatsoever nature arising from us withdrawing or denying the Listing of your Establishment, or from any loss of information supplied by you.

Etnas Southern Tip reserves the right to present accommodation options to Customers in any order, or in any position in the Etnas Southern Tip software. Our criteria for the ordering or position of your Listing in our software need not be transparent and may be changed at any time without notice.

Your listing may be displayed alongside any other media and/or content, including banners and adverts for any product. You will not be entitled to any revenue that may be generated from said advertising.

Etnas Southern Tip may, in its sole discretion, unilaterally Delist your Establishment from our software at any time without notice.

If you request for your Establishment to be Delisted from our software, Etnas Southern Tip will Delist your Establishment within seven working days.

You will have no recourse against Etnas Southern Tip or any related person for being Delisted. Etnas Southern Tip need not provide any reason for Delisting your Establishment.

While we can Delist you for any reason, whether or not this has been agreed to by you, here is a non-exhaustive list of reasons for Delisting:

- unfair discrimination against Customers
- low quality service
- bad value for money
- owing us money
- bad press related to your Establishment

In the event of your Establishment's Delisting, the rights and obligations of all parties under the terms of this agreement will persist.

In the event of your Establishment's Delisting, the rights of any Customers already introduced via the Etnas Southern Tip software will persist.

In the event of your Establishment's Delisting, Etnas Southern Tip reserves the right to use any of your Content for any marketing material that may already have been designed or advertising space that may already have been purchased.

In the event of your Delisting, Etnas Southern Tip reserves the right to always retain your Content in the Etnas Southern Tip Software, and to display your Listing to Customers who may have already made past enquiries or bookings at your Establishment.

We reserve the right to alter your Listing at any time to be in line with best practices on the Etnas Southern Tip Software. We are not required to notify you of any such changes.

You warrant that your Content (including, but not limited to, text and photographs) is original and that you have the right to use it for marketing purposes. You warrant that none of your Content in any way breaches or infringes the copyright of any third-party, whatsoever, and you hereby indemnify us against any and all claims by third parties in respect of any breach or alleged breach of intellectual property rights as a result of your Content.

By uploading your Content, you grant us permission to make perpetual use of this content for any reason including, but not limited to, the advertising or promoting your Listing, advertising or promoting any tourism destinations, advertising or promoting Etnas Southern Tip Software or advertising or promoting any brands owned by Etnas Southern Tip or partnered with Etnas Southern Tip. This right will survive beyond this agreement.

You grant us the right to make adaptations of your Content including, but not limited to, cropped photographs, rewritten descriptions, and translations, and to display this adapted content on your Listing. You do not have ownership of this adapted content, and cannot make use of this adapted content without written permission from us.

We may use your Content in any media, including but not limited to social media, print and television without notice.

You undertake to ensure that your Content accurately represents your Establishment, as well as to notify us of material changes to your Establishment that would be relevant to Etnas Southern Tip and/or Customers introduced by Etnas Southern Tip.

You undertake to ensure that all your Content is correct and continuously

updated, including, but not limited to, the description of your rates, availability, and the services offered. In the event where we do not receive any feedback from you on suggested price increases, Etnas Southern Tip will assume that you accept these changes.

In the event of a change of management or ownership of your Establishment, it is your responsibility to notify Etnas Southern Tip as such.

Etnas Southern Tip software makes use of a third-party availability provider, e.g. Nightsbridge, that is integrated with Etnas Southern Tip software. The data we obtain from this provider with respect to your Establishment must always be accurate and up-to-date. The dates you would like to use the establishment for personal use, must therefore be programmed into this software before other bookings can be accepted. In the event where you did not reply within two weeks upon receipt of the e-mail to notify you that owner dates must be handed in, Etnas Southern Tip will assume that you will not use the house/flat for personal use. The dates will therefore be available for guests to book. Note that dates to rent out must be available six to twelve months in the future. You will be liable for any issues that arise as a result of dates not being available.

We guarantee the lowest fee that our customers can find on the internet for your property. You agree that you will not undercut this lower fee on any marketing material, in person or telephonic, or per e-mail with a guest and then book the dates for personal use. You will be responsible for the commission if you do so and will be delisted.

REVIEWS

Etnas Southern Tip may publish guest comments and/or reviews on or in

connection with your Listing.

Etnas Southern Tip is not liable or responsible in any way for the verification or accuracy of any such guest comments published.

Etnas Southern Tip will not be liable for any direct or indirect loss or damage of whatsoever nature and howsoever arising as a result of any guest comments published on or in connection with your Listing.

INSTANT BOOKINGS

Etnas Southern Tip makes use of a third-party availability software which is integrated with Etnas Southern Tip software, then Customers will be able to see your Establishment's real time availability on Etnas Southern Tip software, and they will be able to make instant bookings at your Establishment through Etnas Southern Tip software.

An instant booking is confirmed when payment by a Customer is made to Etnas Southern Tip by electronic funds transfer or when Etnas Southern Tip receives proof of such payment.

PAYMENTS

You hereby appoint Etnas Southern Tip as your SOLE agent, eligible to receive payments on your behalf with respect to any bookings at your establishment made through Etnas Southern Tip software.

Etnas Southern Tip will only pay to you all amounts collected by us from the Customer, subject to the deductions specified below.

LISTING OPTIONS:

A: ETNAS SOUTHERN TIP MANAGES YOUR CALENDAR AND YOUR ESTABLISHMENT – ONLY AVAILABLE IN ARNISTON AND STRUISBAAI

B: YOU HAVE YOUR OWN AVAILABILITY CALENDAR – NIGHTSBRIDGE CALENDAR

Explanation of each option:

A: ETNAS SOUTHERN TIP MANAGES YOUR CALENDAR AND YOUR ESTABLISHMENT – ONLY AVAILABLE IN ARNISTON AND STRUISBAAI

We list your establishment on our web-sites and we list it on various other platforms, e.g. Air BnB and Booking.com.

All is linked with our instant availability software in the 'cloud'.

Bookings will fly in from all these platforms. We collect the payments and manage the guests and establishments.

We assist you in deciding on an advertising price. We establish this price by researching similar establishments. Keep in mind that this is not what you will receive in your pocket as we and the platforms – e.g. Booking.com charges commission and VAT (VAT on commission only, not on the full price per night) on bookings.

We advertise at a cheaper price on our web-site to make use of the billboard effect. Guests visit other more known sites – e.g. Booking.com or Air BnB to read reviews

and then looks for the best deal which will be our website.

Our software allows us to advertise at a higher price on these other platforms so that you still get the same price per night in your pocket. The commission we charge will be discussed when we meet or via e-mail. Please note that we are VAT registered and that VAT on Commission will be charged as well.

B: YOU HAVE YOUR OWN AVAILABILITY CALENDAR – NIGHTSBRIDGE CALENDAR

In this option you have your own availability calendar (nightsbridge calendar) AND you manage your own establishment and guests.

We advertise your establishment on our web-sites ONLY and link your price and availability to our web-sites.

When we receive a booking, your nightsbridge calendar will be **blocked** with Etnas Southern Tip's contact information.

The guests then have 24 hours to pay the deposit. (If a booking was made over a weekend, we will be in contact again on that Monday to confirm the booking.) You agree to honour bookings processed by Etnas Southern Tip prior to receipt of these funds. International transfers may take even longer.

As soon as we have received the deposit or proof of payment, we will forward the contact details of the guests. Please remember to replace Etnas Southern Tip's details with the details of the guest. We will then pay over the deposit to you (minus our **10 % commission and VAT on this 10 %**).

You can then contact the guests to introduce your establishment and inform them that you will collect the rest of the

money. It is also a good idea to inform them how the check in process works.

For both options A and B:

You agree that on occasion certain payments from us to you may be delayed due to unforeseen circumstances, including high usage periods that may render online banking services unusable, or in situations where the details regarding the amount owed to you is under dispute, or where we have not yet received your banking details or sufficient proof thereof when required.

It is your responsibility to provide Etnas Southern Tip with your correct bank details, as well as proof thereof if requested. Should a change in ownership or bank account take place, you must immediately notify Etnas Southern Tip accordingly. Etnas Southern Tip will not be held responsible for payments made into incorrect accounts if we are not notified timeously of changes to your bank details.

Etnas Southern Tip may offset any amounts you may owe to Etnas Southern Tip for any reason against any amounts that Etnas Southern Tip owes you, including but not limited to our commission earned on any bookings.

Etnas Southern Tip may charge the Customer additional fees in connection with our services provided in assisting them with their accommodation booking at your Establishment. You will have no claim over any such fees paid to Etnas Southern Tip for additional services or otherwise.

You agree that you will not disclose or display Etnas Southern Tip's commission to any Customer or other person or Establishment.

DELIVERY

You hereby agree to honour bookings

reported as "confirmed" by Etnas Southern Tip regardless of whether you have yet received any associated payments.

NON-DELIVERY

Anticipated non-delivery occurs when Etnas Southern Tip reasonably expects that non-delivery may occur for an upcoming booking. Anticipated non-delivery is considered as non-delivery for all purposes in this contract.

Examples of non-delivery include, but are not limited to, the following:

- Instances of double booking with your personal usage dates, where you cannot honour the Customer's stay as exactly specified in their booking.
- Unilateral cancellation from your side, or any refusal by you to honour the booking
- Instances where the Customer's booking is not honoured by new ownership or management of your Establishment, or due to your Establishment having ceased business operations.

Examples of anticipated non-delivery include, but are not limited to:

- Bad press relating to your Establishment.
- Riots that makes it dangerous to enter your town or region.
- Natural disaster in or nearby to your region.

In the case of a non-delivered booking, the Customer may choose to receive either a full-refund or, in the case where they have not yet completed their stay, a replacement booking for those nights not yet completed.

Cases of non-delivery are not subject to Etnas Southern Tip's usual cancellation policy.

- You will be liable for any amounts that may have already been paid to you for the non-delivered booking.
- You will forfeit any amounts currently owed to you for the non-delivered booking.
- Etnas Southern Tip will retain our right to

invoice you for the commission on the Total Booking Value of non-delivered booking.

In the case where a Customer elects for Etnas Southern Tip to find a replacement booking as a result of your non-delivery, Etnas Southern Tip will attempt to find a replacement booking that meets the Customer Expectation. You acknowledge that in some cases, especially during high season, this may result in the replacement booking costing substantially more than the Total Booking Value. You will be liable to Etnas Southern Tip for the difference in cost between the Total Booking Value of the non-delivered booking and the replacement booking, for those nights that were replaced, as well as the commission lost by Etnas Southern Tip on the Total Booking Value on this non-deliverable booking.

CANCELLATIONS AND REFUNDS

Etnas Southern Tip reserves the right to retain all the commission it had earned on any cancelled booking

In the event of a cancelled booking, Etnas Southern Tip's cancellation policy will apply. This policy shall be viewable by the guests and is legally binding.

Etnas Southern Tip may take action to recover unpaid debts from you, including but not limited to, offsetting your debt against other amounts we owe you, delisting your Establishment, employing a debt collection agency or blacklisting you in the industry. In such circumstances, interest may be retrospectively applied to any outstanding amounts at a rate of 5 percentage points above the prime lending rate.

FRAUDULENT TRANSACTIONS AND FALSE PAYMENTS

You acknowledge that in the event of a Customer's payment being a fraudulent credit card payment, fraudulent bank deposit, fraudulent proof of payment or in the event of a Customer's payment being reversed for any reason by the bank or any other agency, Etnas Southern Tip's responsibility is limited to the forfeiture of any commission it may have earned on the booking and you are responsible for the repayment of any payment you may have received in respect of the booking, irrespective of the Applicable Cancellation Policy for that booking. This amount should be refunded to us immediately on notification by us to you that the payment has been reversed out of our bank account.

RESPONSIBILITIES WHEN CHOOSING OPTION A – MANAGING YOUR ESTABLISHMENT

Etnas Southern Tip only assume the following responsibilities:

- We run the availability calendar to obtain maximum bookings for your Establishment at various advertising platforms instantly and will list your establishment with Etnas Southern Tip as well as other advertising platforms.
- We are available 24 hours to guests to solve all household emergencies that might arise during their stay. We will organise all emergency maintenance of which the following are a few examples but is not limited to: contacting electricians when the electricity trips or replacing appliances like toasters or kettles that trips electricity. Contacting maintenance companies when e.g. freezers and washing machines do not work properly. Contacting plumbers when geysers or pipes

- burst. Contacting a handyman to change the gas after hours, etc.
- We will not ask your permission to do this but will inform you that it was needed.
- The assessment of what qualifies as an emergency lies within the sole discretion of Etnas Southern Tip.
- The invoices for this will be settled by Etnas Southern Tip on your behalf and will be offset from all income earned by your Establishment. **If there is money due by you after such an incident at the end of the month, the amount due must be paid within 5 days of receipt of your monthly statement.**
- Etnas Southern Tip will be the key carrier and will be available 24 hours per day to your security company to access the property if problems should arise and they must access your house.
- Etnas Southern Tip will organise collection of keys and remotes by guests on days of arrival and departure.
- Etnas Southern Tip will only change bulbs and fix curtains where a person is elevated up to a maximum height of four feet (121.92cm) as restricted by the Occupational Health and Safety Act of South Africa regarding general work places.
- Etnas Southern Tip will only move or lift items up to a maximum weight of 25 kg by males and 16 kg by females as restricted by the Occupational Health and Safety Act of South Africa regarding general work places.

Etnas Southern Tip does not assume responsibility for:

- maintenance, garden services or cleaning services but will assist in obtaining these services.

- Etnas Southern Tip does not assume responsibility for assisting guests with any security related emergencies. You must organise this assistance with your security company.
- Etnas Southern Tip will not be liable to you for any direct or indirect loss or damage that you may suffer as a result of renting out your property to guests or by any person, whatsoever and howsoever arising. It is your responsibility to insure your property for damages that might arise by renting out your property.

It is your sole responsibility to:

- Comply with laws and/or by-laws that may apply to your Establishment.
- Adequately and accurately insure your Establishment.
- Run a reputable business in connection with your Establishment that reflects well on Etnas Southern Tip and its brands.
- Remain contactable at all times. An after-hours number must also be available.
- It is your responsibility to ensure that all emails from "arniset@mweb.co.za" and its related websites are whitelisted by your email software (i.e. ensure that our mail will not go into your "junk" folder).
- To ensure that the dates that you want to use the establishment for personal use are sent within 2 weeks upon receiving a notification to do so and that it was received by Etnas Southern Tip so that availability on your establishment's calendar is programmed at least 6 to 12 months in advance.

It is your responsibility to ensure that in the case of new ownership or management of your Establishment, the new owner or

manager will honour this agreement and any existing bookings that had been made via Etnas Southern Tip. You will, however, also remain liable in terms of this agreement.

AFFILIATE PARTNERSHIPS

Etnas Southern Tip may, from time to time, partner with other websites, apps or companies for purposes including, but not limited to, further promoting properties listed on the Etnas Southern Tip software.

Etnas Southern Tip may, at its sole discretion, extend all rights granted to it to said partners.

Etnas Southern Tip is under no obligation to inform you of any partnerships that may be entered, or to inform you of any sharing of your Content with a partner, or to specifically note which enquiries or bookings were introduced by a partner.

Etnas Southern Tip will not be liable to you for the actions of affiliate partners, including in respect to our use of your Content.

CHANGE OF AGREEMENT

This agreement or any part thereof may at any time be changed after a 48 hour notice period commencing from such time as Etnas Southern Tip emails you at your supplied email address with a copy of the new agreement, or a link to the new agreement. After said notice period you are deemed to have consented to the new agreement and will thereafter be contractually bound to the new agreement, unless you have actively Delisted your Establishment from Etnas Southern Tip Software before expiration of said notice period.

GENERAL USE OF SOFTWARE DISCLAIMER

The Etnas Southern Tip Software is owned and operated by Etnas Southern Tip. All databases, information and systems are the property of Etnas Southern Tip.

Neither Etnas Southern Tip nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use Etnas Southern Tip software or the services or content provided from and through the Etnas Southern Tip software. Furthermore, Etnas Southern Tip makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available via the Etnas Southern Tip Software are free from errors or omissions or that the service will be uninterrupted and error free. You are encouraged to report any possible malfunctions and errors to arniset@web.co.za.

The Etnas Southern Tip Software is supplied on an "as is" basis 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 agreement with Etnas Southern Tip that the service available from and through this software will meet your individual requirements and be compatible with your hardware and/or software.

We undertake to maintain the Etnas Southern Tip Software including the listing service, reservation service and the technology supporting it, but we 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 Etnas Southern Tip software.

We shall not be liable for any direct or indirect loss or damage suffered

whatsoever as a result of "hacking" of Etnas Southern Tip software, planned or unplanned outages or the actions of service providers.

You hereby indemnify and hold us harmless in respect of any claim arising from any "hacking" or other outage of service.

INFORMATION NEEDED, COSTS AND OTHER REQUIREMENT TO LIST

- Complete the listing form on the Etnas Southern Tip software
- Acceptance of this agreement
- Proof of ownership (e.g. municipal account) of the establishment
- Correct and complete bank details as well as a copy of a bank letter or bank statement to verify this.
- Copy of the owner's ID or passport
- Will you form part of the Mid-Week-Special? (1 May to 30 November: only Monday to Friday mornings – Sleep 4 nights, only pay for 2)
- Will your house be pet friendly?
- High resolution photographs we transferred to arniset@mweb.co.za
- If you do not have photographs, Etnas Southern Tip can organize a photographer to take ones. He is currently charging R250 per room. Thus a 4 bedroomed home will be $R250 \times 4 = R1\ 000$
- If Etnas Southern Tip pays anything on your behalf, a banking fee of R11.25 for every EFT will be charged to your account.