



TERMS & CONDITIONS OF USE

1. DEFINITIONS

- 1.1. Nambiti Plains Private Game Lodge shall mean Desert Star Trading 464 cc T/A Nambiti Plains Private Game Lodge

2. USAGE

- 2.1. By using the Nambiti Plains Private Game Lodge web site in any way, for any reason whatsoever, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Web site if you do not agree to be bound by the Terms and Conditions.
- 2.2. This web site is intended to provide the user with information regarding Nambiti Plains Private Game Lodge, its accommodation and tourism related activities.
- 2.3. Without derogating from the foregoing, Nambiti Plains Private Game Lodge hereby authorises the user to view, download to a local drive, copy, print and distribute the content of this web site, or any part thereof, provided that:
 - 2.3.1. such content is used for personal benefit and/or non-commercial purposes only; and
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- 2.4. Users that wish to use content from this site for commercial purposes may only do so with prior written permission.

3. INTELLECTUAL PROPERTY RIGHTS

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4. AGREEMENT

- 4.1. The material contained on this Web site is for information only and does not constitute advice or a recommendation of any nature.
- 4.2. To the extent that information displayed on this Web site relates to any products, services, events or competitions or any costs, prices, fees or prizes related to such products, services, events or competitions, you acknowledge that this information may not be accurate or complete.
- 4.3. Any views or statements made or expressed on this Web site are not necessarily the views of Nambiti Plains Private Game Lodge, its subsidiaries, affiliates, employees, servants or agents.
- 4.4. Any of the information, products, services, events or competitions on this Web site may be modified or suspended or removed by Nambiti Plains Private Game Lodge without notice.
- 4.5. Use of this web site does not constitute an agreement between Nambiti Plains Private Game Lodge and the user or between the user and any representative, agent, employee or distributor of Nambiti Plains Private Game Lodge.



5. LINKING AND FRAMING

- 5.1. Any third party site may link to this web site provided that such a link is coded to the home page of this web site.
- 5.2. It is expressly prohibited for any person, business, entity or web site to link to any page other than the home page of this web site, without the prior written approval of Nambiti Plains Private Game Lodge.
- 5.3. It is expressly prohibited for any person, business, entity, or web site to frame any page on this web site, including the home page, in any way whatsoever, without the prior written approval of Nambiti Plains Private Game Lodge.
- 5.4. You are not permitted to "deep link" to this web site.

6. LINKS TO THIRD PARTY SITES

- 6.1. Nambiti Plains Private Game Lodge may provide links to the user only as a convenience and the inclusion of any link does not imply Nambiti Plains Private Game Lodge's endorsement of such sites and as such are not responsible or liable for the information, material or contents, maintenance of, or activities conducted on, any web site to which this web site provides a link.
- 6.2. Despite the fact that this web site may refer to or provide links to other web sites, your use of such other web sites is entirely at your own risk. Such other web sites or pages are not subject to the control of Nambiti Plains Private Game Lodge and Nambiti Plains Private Game Lodge shall not be held responsible or liable, directly or indirectly, in any way for the contents, use, or inability to use or access any linked web sites or any links contained in a linked web site. Neither shall Nambiti Plains Private Game Lodge, their affiliates, subsidiaries, employees, and agents be responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such other web sites or your reliance on any information contained in such other web sites.

7. SEARCHING TECHNOLOGY

The use of non-malicious search technology, such as "web-crawlers" or "web-spiders", to search and gain information from this web site is not permitted if such technology will result in slowing down this web site' server or if such technology constitutes a copyright infringement of any data and information available from this web site. Data and information may only be used in compliance with sections 2 hereof.

8. CHANGES AND AMENDMENTS

- 8.1. Nambiti Plains Private Game Lodge reserves the right, in its sole discretion, to alter and/or amend any criteria or information contained in this web site without prior notice.
- 8.2. Users undertake to check the Nambiti Plains Private Game Lodge web site frequently to acquaint themselves with the changes and/or amendments in the information supplied on the web site.
- 8.3. If you use this Web site after such updated or amended Terms and Conditions have been displayed on this Web site, you will be deemed to have accepted such updates or amendments.

9. AGREEMENTS IN TERMS OF SECTION 21 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT

- 9.1. No information or data on this web site is an offer, but merely an invitation to purchase products.
- 9.2. Data messages, such as e-mail, are only deemed to have been received by Nambiti Plains Private Game Lodge once replied to and such a reply does not include an auto-reply.



10. REQUIREMENTS OF SECTION 43 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT NO. 25 OF 2002

- 10.1. The full name and legal status of the web site owner is: Desert Star Trading 464 cc T/A Nambiti Plains Private Game Lodge, Reg. No 2008/133379/23
- 10.2. The full web site address is <http://www.nambitiplains.com>
- 10.3. Office bearers of Nambiti Plains Private Game Lodge:
Walter Fry
- 10.4. Physical address for receipt of legal service:
8 Ficus Place
Mahogany Ridge
Westmead
KwaZulu Natal
- 10.5. Main business: Tourism

11. SEVERABILITY

- 11.1. These Terms and Conditions of Use constitute the entire agreement between Nambiti Plains Private Game Lodge and you, the user of this web site. Any failure by Nambiti Plains Private Game Lodge to exercise or enforce any right or provision of these Terms and Conditions of Use shall in no way constitute a waiver of such right or provision.
- 11.2. In the event that any term or condition of the use of this web site is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

12. APPLICABLE AND GOVERNING LAW

- 12.1. This web site is hosted, owned, controlled and operated from the Republic of South Africa, and thus the South African Law governs the use or inability to use this web site and these terms and conditions.
- 12.2. You consent to the jurisdiction of the South African courts for any dispute that may arise out of these Terms and Conditions.

13. CONTACT INFORMATION / DOMCILIUM CITANDI ET EXECUTANDI

If you have any questions, queries or wish to request permission to use any part of this web site, including, linking, framing, or searching, please contact us at:

- 13.1. Physical address:
8 Ficus Place
Mahogany Ridge
Westmead
KwaZulu Natal
- 13.2. Postal Address:
P O Box 15770
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