



KUBILI HOUSE

Kubili House – Website Usage Terms and Conditions

Definitions and Interpretation

- a) By using this Website, you accept the terms and conditions provided in this document.
- b) "Website" means the website located at <http://www.kubilihouse.com/> and any sub-domains operated by Kubili House, including any page, part, or element thereof and all domain names linked to such website.
- c) "Kubili House" means Estate Holdings (Pty) Ltd, a private company registered under the laws of South Africa, reg. no. 2024/263243/07
- d) "User" means any person who enters or uses the Kubili House website.
- e) References to the singular include the plural and vice versa.
- f) Hyperlinks in these terms to copyright notices or legislation are deemed part of these terms; the fact that some links may be non-operational does not affect the validity or interpretation of these terms.

1. Disclosures and Terms of Service

These terms govern the use of Kubili House's website, including the provision of information, products, and services. Access to the Website may be classified as an "electronic transaction" under the Electronic Communications and Transactions Act 25 of 2002 (ECT Act). Users have rights detailed in Chapter 7 of the ECT Act, and Kubili House is required to disclose the following information:

Kubili House T/A Estate Holdings (Pty) Ltd – Company Information

- Street Address: Block B, Century Falls, Century Drive, Century Boulevard, Cape Town, 7441
- Telephone: +27 71 591 9022
- Official E-mail: operations@kubilihouse.com
- VAT Registration Number: 4860320664
- Directors: Charles Dale Brownlee

Services Offered on the Website:

- Lodge Information
- Contact Information
- Kubili House destination information
- Travel blogs, videos, and related information
- Rack rates & promotions
- Travel advice
- Safari planning
- Travel enquiries

Alternative Dispute Resolution:

Any disputes regarding access, use, or content of this Website shall be referred to arbitration under the expedited rules of the Arbitration Foundation of South Africa, conducted in Cape Town in English. The arbitration ruling shall be final, and the unsuccessful party shall bear the costs of the successful party.

2. Allowed Use and License

2.1 Kubili House licenses Users to view, download, and print content for personal, educational, or non-commercial purposes only.

2.2 Content may not be used for commercial purposes without written consent from Kubili House.

2.3 Users may not use the Website for harmful, illegal, offensive, or unsolicited communications.

2.4 Cached content is allowed only to improve transmission efficiency, must not be modified, updated at least every 12 hours, and removed when requested by Kubili House.

2.5 Unauthorized use of content may result in claims for damages, criminal proceedings, and Kubili House is not liable for any loss resulting from such use.

2.6 Deep linking beyond the home page is done at the User's own risk.

2.7 Users may quote small portions of content only with inverted commas and acknowledgment.

2.8 No framing of the Website is allowed without written consent.

2.9 Web crawlers or automated tools may not be used without written consent.

2.10 Contact information on the Website may not be used for unsolicited communications.

2.11 All licenses are non-exclusive, non-transferable, and may be terminated at any time.

3. Intellectual Property Rights

3.1 All intellectual property, including content, trademarks, logos, domain names, design elements, software, graphics, and hyperlinks, is the property of or licensed to Kubili House and protected by domestic and international law.

3.2 Logos, icons, and trademarks may not be used without prior written consent.

4. Software and Equipment

Users are responsible for maintaining their own hardware, software, internet access, and other equipment needed to access and use the Website.

5. Changes and Amendments

Kubili House may, at its discretion, change these terms, content, services, or software required to access the Website at any time without prior notice.

6. Privacy

6.1 Kubili House takes all reasonable steps to protect Users' personal information, as defined in the Promotion of Access to Information Act 2 of 2000 (PAIA).

6.2 Personal information collected may include:

- Name and surname
- Contact numbers
- Non-personal browsing habits and click patterns
- Email address and IP address
- User-selected username and password

6.3 This information is collected to:

- Respond to enquiries
- Provide access to restricted pages
- Compile non-personal statistical information

6.4 Users may control cookie usage via browser settings.

6.5 Personal information will not be sold or shared except if legally required.

7. Hyperlinks to Third-Party Sites

7.1 Kubili House may link to third-party sites but does not endorse or control content on those sites.

7.2 Kubili House is not liable for the content or access to third-party sites.

8. Security

8.1 Kubili House takes reasonable steps to secure Website content but does not guarantee 100% security.

8.2 Users may not introduce damaging code (viruses, malware) to the Website or server.

8.3 Users indemnify Kubili House against all losses or damages resulting from security breaches caused by their actions.

9. Disclaimer and Limitation of Liability

9.1 The Website is provided "as is" and may not meet individual requirements.

9.2 Kubili House is not liable for any loss, damage, or inability to access content, services, or linked websites except in cases of gross negligence.

9.3 Users are encouraged to seek professional advice before acting on information on the Website.

9.4 The Website may be unavailable due to updates, maintenance, unauthorized access, or other events beyond Kubili House's control.

10. Removal and Correction of Content

Users are encouraged to report inaccurate, illegal, or harmful content to the Website administrator, who will correct or remove content as appropriate.

11. Interception of Communications

11.1 Kubili House may intercept, block, filter, read, delete, disclose, and use communications sent via the Website in accordance with the Regulation of Interception of Communications (RIC) Act 70 of 2002.

11.2 Users' consent satisfies the "writing" requirement under the ECT and RIC Acts.

12. Entire Agreement and Severability

12.1 These terms constitute the entire agreement between Kubili House and the User.

12.2 Failure to enforce any provision does not constitute a waiver.

12.3 If any term is found unenforceable, it will be severable from the remaining terms, which remain valid.

13. Agreement in Terms of Section 21 of the ECT Act

13.1 Users are bound by these terms when accessing the Website.

13.2 Data messages sent by the User to Kubili House are deemed received only when responded to.

13.3 Data messages sent by Kubili House are deemed received by the User under section 23(b) of the ECT Act.

13.4 Data messages are deemed created and sent within South Africa.

13.5 Electronic signatures, encryption, or authentication are not required for valid communication.

13.6 Users warrant that messages sent are authorized personally by them.

14. Applicable and Governing Law

This Website is hosted and operated from South Africa. South African law governs its use, content, services, and these terms and conditions.

15. Legal Costs

Kubili House is not liable for costs incurred by Users in obtaining professional advice related to these terms and conditions.