

# dibiki

vakansieoord  
holiday resort




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GPS Co-ordinates: 34°06'55"S 22°06'58"E

## DIBIKI HOLIDAY RESORTS: INFORMATION AND TERMS AND CONDITIONS BOOKLET

Thank you for considering Dibiki Holiday Resort **Hartenbos** as your next holiday destination!

The Resort is part of the famous Garden Route and ideally located mid-way between PE & Cape Town.

We proudly offer camping sites, some with private ablution facilities, wooden self-catering chalets and bachelor cabins for accommodation to our booked guests. Facilities for functions and a Lapa next to the swimming pool is also available.

The zoning of this premises is "Holiday Resort" and Dibiki Hartenbos is a registered Holiday Resort, which meets all die guidelines, definitions, affiliations and registrations to do business as a Holiday Resort. The Resort is a member of Mossel Bay Tourism, SACCTN, Western Cape Resort Association, Wesgro, is endorsed by CCAA, SACA and MCSA and the grading was done by The Tourism Grading Council of South Africa.

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## 1. DEFINITIONS

### Dibiki Holiday Resort Hartenbos (The Resort )

Dibiki Holiday Resort Hartenbos, owned by Wie-Hanmar Trust, with registration number IT2081/96 situated at Vaale Valley 219, Hartenbos.

References to The Resort include its owners and management.

The use of the term “we” refers to **The Resort**.

### Guest(s)

Client(s) of **The Resort** with a confirmed reservation for the use of certain resort facilities.

### Personal Information

Information that relates to an identified or identifiable, natural living person.

### Reservation

A confirmed agreement and binding contract between **The Resort** and the guest(s) for the use of approved resort facilities at an agreed time and duration.

### Resort Contact Details

PO Box 1080 Hartenbos 6520

Tel: 044 695 1532 Cell: 082 0760088

Email: [info@dibiki.co.za](mailto:info@dibiki.co.za)

Web: <https://www.dibiki.co.za/>

Office hours:

Monday to Friday: 8h00 to 17h00

Weekends: 9h00 to 13h00

### Resort Facilities

Amenities offered by **The Resort** as per agreement include self-catering chalets, caravan/tent stands, ablution facilities, laundry facilities, activity room(s) including bar facility, baki-ibiki, lapa, library, swimming pool, braai facilities, trampoline, jungle gym and gardens. References include all equipment, goods and appliances made available to guests and/or **visitors**.

### Resort Premises

The land situated at Vaale Valley 219 Potion 4 & 5 including all physical structures that comprise the parcel of property.

### Special Personal Information

Special Personal Information takes the same meaning as in the Protection of Personal Information Act (Act No. 4 of 2013)

### Terms and Conditions

The South African Consumer Protection Act 68 of 2008 requires that **The Resort** provide all prospective guests and **visitors** with our policies, terms and conditions. All the policies, terms, and conditions below are considered as read and accepted.

### Visitor

A person visiting the **resort premises** without a **reservation** for the use of a self-catering chalet or caravan/tent stands. A visitor may visit a guest or be an independent visitor of **The Resort** and will have limited access to resort facilities.

## 2. RESERVATION AND PAYMENT POLICY

### 2.1. Reservation Requests

To submit a **reservation request** to **The Resort**, prospective **guests** (applicants) are required to contact **The Resort** via the **resort contact details**, a travel agent or an internet booking platform.

The **reservation request** merely represents an application for the use of specific **resort facilities** for a duration of time and does not constitute a **reservation**.

Once **The Resort** has received a **reservation request**, a formal quotation will be provided to the applicant along with payment instructions.

Where there is sufficient time between the **reservation request** and the intended initial **reservation** date, applicants may be required to pay a deposit to secure the **resort facility**.

### 2.2. Reservation Period

During the period from 5 December to 15 January the following **minimum reservation** periods are required for a self-catering chalet:

- Seven (7) nights where the **reservation** includes the date of either Christmas or New Year's Day; and

- Fourteen (14) nights where the **reservation** includes the dates of Christmas and New Year's Day.

During the period from 5 December to 15 January the following **minimum reservation** periods are required for a caravan/tent stand:

- Fourteen (14) nights where the **reservation** includes the date of either Christmas or New Year's Day; and
- Twenty-one (21) nights where the **reservation** includes the dates of Christmas and New Year's Day.

During School holidays and long weekends, a minimum of three (3) consecutive nights per **reservation** is required.

One (1) night **reservations** for self-catering chalets is permitted out of peak season and only during mid-week. These **reservations** will be charged at an additional R100,00 above normal rates.

The maximum period of any **reservation** is three (3) calendar months.

### 2.3. Number of guests per facility

The number of **guests** that may reserve a **resort facility** is as follows:

#### Self-catering chalet

**One – bedroom chalet / Cabin** -A maximum of two(2) adults may be included in the reservation where the total number of guests, including children, may not exceed four (2).

**Two – bedroom chalet** -A maximum of four (4) adults may be included in the reservation where the total number of guests, including children, may not exceed six (4).

**Three – bedroom chalet** -A maximum of six (6) adults may be included in the reservation where the total number of guests, including children, may not exceed six (6).

**Tent/caravan stands** - A maximum of six (6) persons (including children) may be included in the reservation.

### 2.4. Payments

Payments and/or deposits are to be made to **The Resort** per the issued quotation prior to the commencement of the **reservation**. This will facilitate the confirmation of

the **reservation** and prevent disappointment of the requested **resort facilities** being allocated to another party.

Where payment is not received as requested, **The Resort** reserves the right to cancel the **reservation** without any verbal or written notice.

Applicants are requested to ensure that the correct bank account details are used during the payment process as provided on the **reservation** quotation.

All **reservations** of **resort facilities** are subject to availability where preference is given to deposits/payments received first (i.e., on a first come, first served basis).

After the receipt of a deposit, the applicant will be reminded to pay any outstanding balance, and by which date such payment is due. Should said outstanding amount not be received, **The Resort** reserves the right to cancel the **reservation**.

Applicants are not entitled to any refund should **The Resort** cancel a **reservation** due to non-payment of any outstanding amount(s).

Applicants are responsible for all fees and costs affiliated with cash deposits and international transfers; no such costs shall accrue to **The Resort**.

Upon completion of payment, kindly send or forward the proof of payment to **The Resort** via email or WhatsApp to enable the **reservation** confirmation process. Where the **reservation** was secured via a travel agent or an internet booking platform, proof of payment is only required upon request.

**The Resort** does not accept any payments from unknown third parties. Should a **reservation** be paid for by someone else, kindly inform **The Resort** of such an arrangement. Please note that the contact details of the third party may be requested.

If a **guest** makes payment in excess, of the required **reservation** amount, a refund can only be initiated once:

- The payment reflects in The Resort bank account and is readily available for withdrawal; and
- The following supporting documents have been received from the guest:
- Proof of payment which clearly reflects the reference used.

- Certified copy of a valid identification or passport document (not older than three months).
- Proof of residence (not older than three months); and
- Proof of bank account issued by the relevant bank (not older than three months) where payment is to be made.

## 2.5. Transfer of reservations

**Guests** may not transfer a **reservation** or sub-let a reserved **resort facility** to another individual or group.

Should a member of the party not be able to come, please contact **The Resort** to make necessary arrangements.

## 2.6. Voucher bookings via travel or booking agents

Any issued vouchers are irrevocable.

**The Resort** does not offer accounts or send statements in terms of vouchers.

Payment is strictly on receipt of invoice.

Invoices not paid within (7) **business days**, of receipt thereof, will be reported for bilking unless **The Resort** has a prior signed agreement in place.

## 3. ARRIVAL AND DEPARTURE

The Resort facilitates check-ins from 14h00 to 17h00 every day.

**If a late arrival is anticipated, please contact The Resort during office hours to make necessary arrangements. Late arrival without prior arrangement will result in a late arrival fee.**

Arrival after 20h00 will not be accommodated.

All guests are required to check out by 10h00 am on the last day of reservation. Any additional time will only be granted with prior approval from management.

## 4. CANCELLATION POLICY

Only written e-mail requests to cancel or change a **reservation** will be accepted by **The Resort**.

An administration fee of R250.00 will be charged on all cancellations.

In addition to the administrative fee, if **reservations** are cancelled; **guests** will forfeit a portion of the paid deposit in the following manner:

- Between 0-4 days of arrival, forfeit the whole deposit 100%.
- Between 5-15 days of arrival forfeit 50%: and
- Between 16-29 days of arrival forfeit 25%.

In the case of cancellation due to death (or any other acceptable reasons that arise out of your control), an administration fee of R250.00 will be required where supporting evidence is provided.

In the event of a delayed arrival and/or premature departure, the **guest** will be liable for the full payment of the original **reservation** made. **The Resort** is not obligated to provide the **guest** with any refund.

Where an accommodation voucher issued by a travel agent is used to secure a **reservation**, **The Resort** holds the right at sole discretion to claim the full value of the accommodation voucher in the event of cancellation.

## 5. RATES AND FEES

Please take note that fees are increased from time to time and are available from the website or reception.

## 6. INSURANCE AND MEDICAL COVER

All guests confirming a **reservation** are responsible for arranging and effecting adequate insurance and medical cover for themselves, their dependants and travelling companions for the full duration of the **reservation** period.

Guests are advised to consider at minimum, insurance for the following eventualities:

- any expenses associated with cancellation or curtailment of a **reservation**;
- emergency evacuation, personal injury and medical expenses.
- repatriation expenses; and
- damage, theft, and loss of personal baggage, money, and goods.

**The Resort**, its representatives, employees or members shall under no circumstances be responsible for any costs, losses incurred or suffered by guests and **visitors**. Guests and **visitors** will be charged directly for any costs associated with a medical emergency, emergency evacuation or repatriation.

## 7. RESORT FACILITY USE AND SAFETY

The right of admission to the **resort facility** is reserved and remains.

Even though **The Resort** makes every effort to provide guests with the specific **resort facility** requested, **The Resort** reserves the right to change the specific **resort facility** that is reserved and provide an alternative.

Only persons quoted and paid for may share the allocated **resort facility**.

A **visitor** or **guest** of **The Resort** may at no point enter a chalet, caravan, tent or vehicle that is reserved or owned by another person except with the consent of the owner of the property or the **guest** who reserved the facility.

### 7.1. Self-catering Chalets

**Guests** with a **reservation** for the use of a self-catering chalet, undertake to keep the furniture, together with the equipment, appliances, and goods, in the same condition in which it was received, for the full duration of the **reservation** period.

A key/remote deposit will be required upon arrival and will be refunded if the self-catering chalet is left in good condition and the key/remote is returned.

Any stolen, broken, or damaged goods will be charged to the **guest's** account.

An inventory of contents is found in each self-catering chalet.

Servicing of units takes place once a week where **reservations** exceeds eight (8) days, any additional cleaning will take place only at the **guest's** request and at an additional cost.

Toilet paper will be provided in the ablution facility on arrival. Thereafter, **guests** will be required to supply their own toilet paper.

Please use water and electricity sparingly.

Prior to departure, please ensure that you and your party have taken all your belongings. Items frequently left behind include frozen foods, cell phone chargers and clothing. If valuables are handed in at reception, **The Resort** will attempt to contact the particular owner (where an owner can be identified) and hold on to these items for a limited period until collection. Perishables left behind will be donated.

### 7.2. Caravan/Tent stands

Some caravan/tent stands are provided with 220V electricity points.

Where **guests** have a **reservation** for a long-term stay, 120 units of electricity per month is included in the **reservation** tariff, any additional consumption will be billed separately.

For long-term stay only caravans, campers, trailers are allowed. Regrettably no tents.

A key/remote deposit will be required upon arrival and will be refunded if the caravan/tent stand, and the ablution facility is left in good condition and the key/remote is returned.

Only one vehicle is allowed on the stand unless prior arrangement is made.

Please keep within your own stand borders with your vehicle, caravan and tent including tent pegs and ropes.

**Only one side tent and one extra tent per caravan and "fishnet" ground sail is allowed.**

No wind covers higher than 1.2 meters may be erected.

Tent pegs and ropes must be within the boundaries of the stand, properly secured and visible where possible.

**Guests** are requested to bring their own braai drum and grill.

**Guests** are not allowed to tie ropes around the trees for washing lines. Only loose standing washing lines are allowed, or guest should use the washing lines provided behind the general ablution and laundry.

### 7.3. General & Private Ablution facilities

General ablution facilities are located next to the main lapa.

Toilet paper, soap, towels, and cleaning materials may under no circumstances be removed from the general ablution facilities.

Toilet paper will be provided in the ablution facility on arrival. Thereafter, **guests** will be required to supply their own toilet paper.

**Guests** with a private ablution are required to bring their own towels, hand soap and mat and are responsible for cleaning their allocated ablution facility.

Please accompany young children when they require the bathroom facilities.

Be mindful of any wet floors and puddles that present a risk of slipping and falling.  
Please dry any liquid that may be spilled.

Please use water and electricity sparingly.

### 7.4. Braai Facilities / The Lapa / Bak-ibiki Facility

The Lapa at the swimming pool may be used by **guests** with prior arrangement.

**Visitors** of **guests** will only be permitted at braai facilities with prior approval from **The Resort**.

Should **The Resort** host a private function, the Lapa & Bak-ibiki will unfortunately not be made available until the conclusion of the event.

**Guests** may utilise private braai drums. First come first serve basis.

Do not use any braai's/barbeques inside any facilities.

Please ensure that young children are kept away from fires and equipment and any substances used for igniting fires.

No open fires will be permitted on the **resort premises**, and **guests** may at no point leave a fire unattended.

### 7.6. Visitors of guests

**Visitors** will ONLY be allowed with the permission of management.

A **visitor 's** fee may be levied.

**Visitors** are not allowed to sleep over, should **guests** and/or their **visitors** not abide by this, the **guest** will be invoiced for the additional **guests(s)** from the date of initial arrival until the date of departure on the original **reservation** made.

**Visitors** of **guests** will not be allowed to make use of **resort facilities** except for ablutions without prior permission from management.

**Guests** are to direct their **visitors** to park within designated parking bays.

**The Resort** and its management reserve the right at sole discretion to set a maximum number of **visitors** allowed.

### 7.7. Animals and pets

Regrettably no animals/pets are allowed in **The Resort**.

### 7.8. Laundry Facilities

Washing machines and tumble dryers are provided at a fee for **guests** to use.

In addition, laundry lines and an ironing facility are also available.

**The Resort** will accept no liability for any damages to clothing and therefore request that you follow the instructions provided on garments and appliances.

Request is made that all **guests** and **visitors** use water and electricity sparingly.

Please take special care to use appliance specific detergents.

Please do not use the washing machines for dyeing or bleaching.

Children may not operate laundry appliances.

Be mindful of any wet floors and puddles that present a risk of slipping and falling.

Please dry any liquid that may be spilled.

## 7.9. Library

**Guests** may use books until the end of the **reservation** period.

Stamped books may not be swapped. If you wish to swap any books, please discuss this with management.

Book donations are welcome.

Please ensure that all young children are accompanied in the library and whilst using books.

## 7.10. Bar Facility

Please ensure that young children are accompanied when inside the bar.

Smoking is not permitted inside the bar and no alcohol are sold to persons under the age of 18.

No eating or drinking is permitted near the pool table.

## 7.11. Gardens

The picking of flowers and the breaking or taking out of flowers is prohibited.

## 7.12. Swimming pool

**Guests** and **visitors** are requested to familiarise themselves with the applicable rules displayed at the swimming pool prior to using this facility.

**Guests** and **visitors** are requested to wear appropriate swimwear and bring their own towels.

Children may not use swimming facilities without adult supervision and need to wear sufficient protective gear if unable to swim.

No eating or drinking is permitted inside the pool.

Please take care of wet surfaces which may increase the risk of slipping.

No rough play and running in and around the pool.

## 6.13. General terms and safety precautions

### General Security

- Request is made that guests always ensure that the front gate is properly closed when entering or leaving the **resort premises**.
- **Guests** are reminded to lock up self-catering chalets, caravans, motorhomes and/or tents upon leaving the facility and not to leave valuables unattended.
- Vehicles must be locked while unattended.

### Fire Extinguishers

- Kindly familiarise yourself with the location of the fire extinguisher and the instructions for use.
- Please do not remove the fire extinguisher from its designated place.

### Electrical and LP gas equipment and appliances

- Kindly supervise children who are near electrical and LP gas equipment.
- **Guests** are requested to ensure the safety of any of their own electrical and/or LP gas equipment and appliances to avoid the risk of harm to any persons on the **resort premises**.
- Please refrain from using electrical equipment in a manner which will result in overloading.

### Stairs

- Stairs are not demarcated, and request is made that all **guests** and **visitors** take special care of themselves and their dependents in these high-risk areas.

### Reporting faulty equipment

- **Guests** are requested to report any faulty equipment, loose or frayed wires/pipes, damaged plug points, light globes/bulbs, electrical switches, water leaks, drain blockages or gas regulators to **The Resort** and refrain from tampering with any such equipment.

### **Kitchen areas**

- Kitchen equipment can cause injury when used inappropriately. Please pay special attention to hot surfaces, wet floors, sharp kitchen utensils and children in kitchen areas and take the necessary steps to ensure safety.

### **Bathroom areas**

- Please accompany young children when they require the bathroom facilities.
- Be mindful of any wet floors and puddles that present a risk of slipping and falling. Please dry any liquid that may be spilled.

### **Work in progress**

- Request is made that all persons be cautious when near staff and/or repair workers and contractors at work on the **resort premises**.

### **The use of alcohol**

- Attention is drawn to the terms of section 45, 46 and 47 of Act 27 of 1989 concerning the use of alcohol, a copy of which is displayed for information purposes.

### **Smoking/vaping**

- No smoking/vaping is allowed inside chalets, ablution facilities, the laundry room, the library, the bar and bak-ibiki.
- Should any **guest** or **visitor** not abide by the above, he/she will be held liable to a R1000.00 fine payable for additional cleaning and freshening of the facility.

### **Vehicles in the resort premises**

- The speed limit in the resort is **10km/h**.
- Please be attentive to the safety of pedestrians.
- No boats, jet skis, quad bikes or motorbikes are allowed in the **resort premises** unless prior arrangement was made.
- Bicycles may only be used on road surfaces during the day. No bicycles after sunset or on the lawns. No racing is permitted in the **resort premises**.

### **Fireworks, music and noise**

- No fireworks are allowed in **The Resort**.
- **The Resort** requests that all **guests** and **visitors** be considerate to other persons on the **resort premises** at all times. No loud music, TVs or audio systems are

permitted. No car audio systems are permitted to be played at the chalets or caravan/tent stands. All noise is to be kept at a minimum.

- No noise or music is permitted after 22h00 or before 08h00.

## **8. UNRULY AND CRIMINAL BEHAVIOUR**

Any **guest** or **visitor** who is found behaving in a manner that is unruly including the use of foul language, thus impairing the enjoyment and/or safety of **resort facilities** by other **guests** and/or **visitors** will be asked to terminate such behaviour. Should such a request not be heeded **The Resort** retains the right to deny anyone found behaving in such a manner further access to the **resort premises** and terminate any **reservation** without refund.

Any criminal acts including the use of illicit substances, acts of violence, intimidation, harassment, extortion, unlawful requests or similar acts against any, resort representative, member of staff, contractor, agent, another **guest** or **visitor** will **not** be tolerated by **The Resort**. Such acts will be reported to the relevant authority. **The Resort** retains the right to deny anyone found behaving in such a manner further access to the **resort premises** and terminate any **reservation** without refund.

## **9. EMERGENCY PROCEDURES**

The Resort is committed to providing a safe environment for all guests, visitors, staff, and external contractors.

Anyone alerted to a potential emergency incident or threat must report to management as soon as possible to allow for suitable intervention and/or evacuation procedures.

Each adult is ultimately responsible for his or her own safety and the safety of his or her children, but by cooperating with each other, the resort premises will be safer and more enjoyable for all parties.

Emergency procedures are aimed at protecting the lives and safety of all individuals on the resort premises and should be regarded as flexible to accommodate the various eventualities.



Examples of incidents or emergencies include, but are not limited to:

Injury or death, assault or mugging, violent crime, intimidation and threat, harassment including sexual harassment, rape, suicide, epidemics, shootings, hostage situations, hazardous spills or leaks, fire, bombs, loss of water, power, sewage, telecommunications and/or IT services, damage to buildings including vandalism and theft, civil or labour unrest, natural disasters including tornadoes, and flooding.

During emergency evacuation, persons are to make their way to the first emergency assembly point as speedily as possible in an orderly fashion without running and are advised to remove any clothing or shoe items that restrict movement.

**Emergency assembly point 1 is located at the Main Entrance gate.**

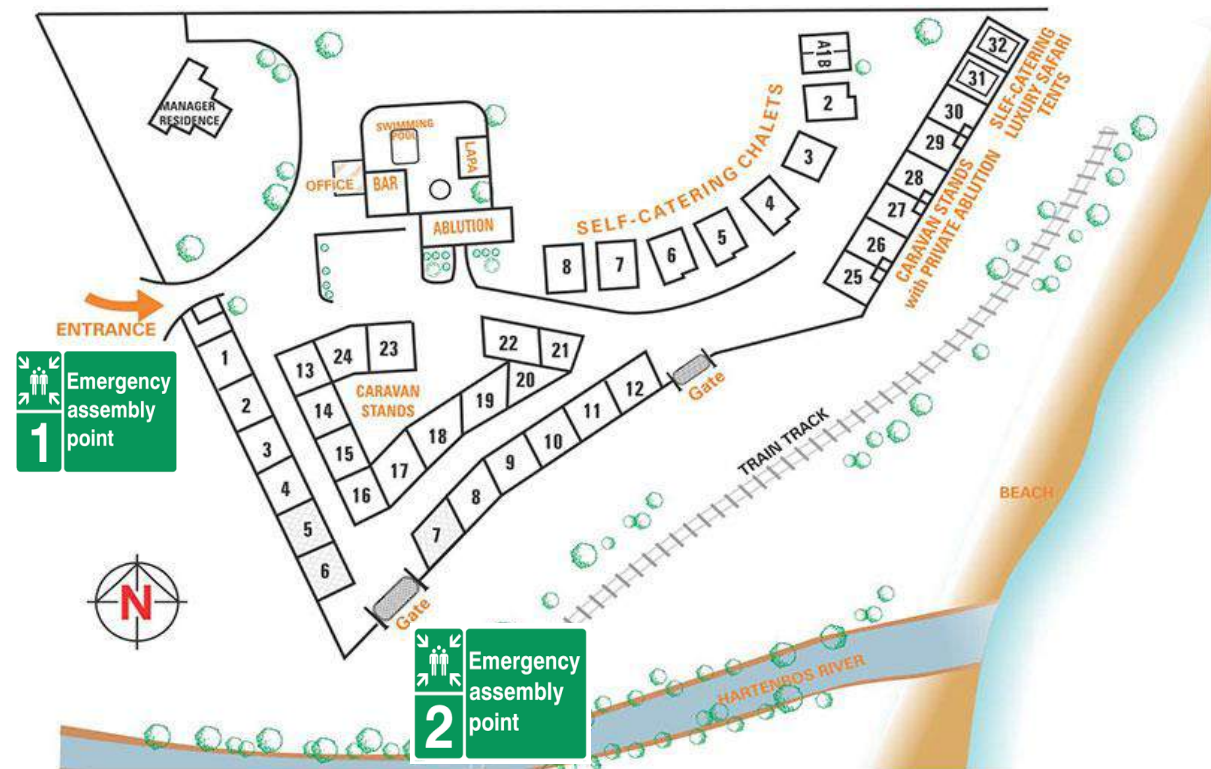
Under the guidance of management or emergency responders, instruction may be given to assemble outside the **resort** premises.

Persons with disabilities or impairments are to be assisted by the nearest able individual during emergency evacuation.

Please take note of emergency contact numbers

|   |  |
|---|--|
| <b>Resort Management</b><br>Tel: 044 6951532 and<br>Cell: 082 076 0088                  | <b>Police</b><br>Crime Stop: 086 001 0111<br>Da Gamaskop: 044 606 2201/7/8     |
| <b>Ambulances</b><br>Metro 044 805 5070 and 10177                                       | <b>Rescue Services</b><br>Sea Rescue: 082 9905954                              |
| <b>Hospitals</b><br>Bayview Hospital: 044 691 3718<br>Provincial Hospital: 044 691 2011 | <b>Traffic Department</b><br>Mossel Bay: 044 606 5201<br>General: 044 606 5000 |
| <b>Fire Department</b><br>Mossel Bay: 044 691 3722<br>Report Veld Fires: 044 805 5071   | <b>Riversdal Municipality</b><br>044 606 5000                                  |

**EMERGENCY ASSEMBLY POINTS IN THE EVENT OF EMERGENCY EVACUATION**



## 10. INDEMNITY POLICY

The use of all equipment and **resort facilities** is at the user's risk. **The Resort**, including its staff, representatives, agents, and contractors, do not accept any responsibility or liability for any injuries, damages or illness resulting from the use thereof or the visit to **The Resort**.

**The Resort**, including its staff, representatives, agents and contractors, accept NO responsibility for any deaths, injuries or illness suffered due to any person, theft, loss or damage to any property, which was created in the **resort facilities** or created due to a visit to **resort facilities**, from which cause whatsoever and whether it is assumed to be due to an act of negligence or omission or any statement of **The Resort**, including its staff, representatives, agents and contractors, or due to the use of any **resort facility** or not, unless such a claim arises from the wilful misconduct of **The Resort**, including its staff, representatives, and agents, AND **The Resort** receives a written complaint or claim no later than seven (7) calendar days from the event. Failing such notice, the **guest** shall have no claim against **The Resort**.

Any **guest** signing the register, who is accompanied by other persons and/or receives any **visitors** hereby indemnifies **The Resort** against any liability towards such a person or visitor in line with the clauses of this indemnity policy and undertake to convey this information to the relevant persons or **visitors**.

Notwithstanding, anything to the contrary contained in these terms and conditions, **The Resort** shall under no circumstances whatsoever, be liable for any

indirect or consequential loss/es, however caused or suffered.

**The Resort** reserves the right to amend terms and conditions or tariffs without prior notice.

## 11. INFORMATION AND PRIVACY POLICY

This Information and Privacy Policy applies to any information, including personal and special personal information which you provide to **The Resort** or which **The Resort** collects from public sources or third parties about you.

The provisions of this Information and Privacy Policy are subject to mandatory provisions as set out by applicable laws.

**The Resort** collects and uses your personal information to engage in transactions with and deliver services to you. Our service may include contacting our **guests** and **visitors**.

**The Resort** respects consumers' rights to privacy and data protection. Accordingly, **The Resort** believes in protecting the personal information that we collect from you when you use our services at the **resort premises** and the website ("our website: <https://www.dibiki.co.za/> .

**The Resort** will take reasonable steps to only use or disclose your personal information in the manner stated in this policy.

Please do not submit any personal and/or special personal information to **The Resort** if you do not agree with or consent to any of the provisions of the Information and Privacy Policy. If you do not consent to the provisions of this policy **The Resort** may not be able to render its services to you and members of your group.

If you have suggestions, comments or questions about this Information and Privacy Policy please contact the Information Officer at:

Physical Address: Vaale Valley 219 portion 4 &5  
Postal Address: PO Box 1080 Hartenbos 6520  
Tel: 044 695 1532 Cell: 082 076 0088  
E-mail: [info@dibiki.co.za](mailto:info@dibiki.co.za)

### 11.1 When information is collected

To enable **The Resort** to deliver its service to you, **The Resort** collects with your consent personal information from you and those in your group. We collect personal information when:

- You visit our website, our social media pages and/or **resort premises**;
- You contact us and provide us with personal information via our website, social media pages, email, our contact numbers or by visiting the **resort premises**; and
- You voluntarily disclose personal information to us.

## 11.2 How information is collected

Information is collected through various means and include but are not limited to:

- When you supply information, directly or indirectly, in person, through a representative, through our website, through a booking agent or platform, email and social media.
- When any third party or appointed representative or agent provides such information to **The Resort**.
- When you complete our forms and terms; and
- Cookies on our website (see below for a description of this).

A cookie is an alphanumeric identifier which we transfer to your hard drive through your web browser when you visit our website. It enables our own system to recognize you when you visit our website again and to improve our service to you.

Cookies may also be used to compile aggregate information about areas of our website that are visited most frequently.

This information can be used to enhance the content of our website and make your use of it easier.

We do not monitor which pages you looked at while visiting our website. You can disable our use of cookies by configuring your browser accordingly.

## 11.3 What information is collected

The personal and special personal information collected by **The Resort** may include but is not limited to:

- Names and surnames;
- Email addresses and contact numbers;
- Identity or passport details;
- Vehicle registration numbers;
- Physical address of residence;
- Transaction details that relates to **The Resort**;
- Records of correspondence, communication and enquiries from you or anyone acting on your behalf;

- Details of agreements you enter with **The Resort**;
- How you are using our services either at the resort premises or through the website.
- Your preferences or interests as they relate to our service.
- Any information required to obtain the required and relevant products or services from our suppliers and service providers;
- CCTV footage collected on the resort premises which include images and video of persons visiting the resort premises; and
- Any other information voluntarily disclosed to us.

**The Resort** will not intentionally or knowingly collect Personal Information directly from minors (anyone under the age of 18).

The Personal Information of minors will be collected through their legal guardian or parent only where products or services are obtained for the minors.

## 11.4 How information is used

**The Resort** and its authorised personnel, during the course of fulfilling their service duties, may use, process and store collected personal information for the following purposes:

- To establish and verify the identity of **guests** and **visitors**;
- To maintain and update our customer database.
- To provide and maintain our service to **guests** and **visitors** which includes the performance of contractual requirements.
- To contribute to the safety and security of the **resort premises** and persons within the **resort premises**, which include the detection, deterring and prevention of harmful, dangerous or criminal acts including acts of fraud;
- To contact you to provide you with information (including special offers and marketing), notices, alerts (including security or emergency alerts) or details and changes regarding our service.
- As part of our internal processes aimed at improving our service offering.
- Assessing and responding to requests, enquiries, suggestions and/or complaints.
- To respond to any incidents that constitute an emergency.
- For storage of personal information including online bookings.

- To comply with operational, auditing, record keeping and legal requirements including requirements specified in applicable laws.
- To comply lawful requests for information from entities or bodies with the required authority or authorisation.
- For research, data analysis of statistical purposes, where the information has been de-identified (meaning that the information can no longer be identified as yours); and
- Within reasonable limits, for any duties that **The Resort** must fulfil.

## 11.5 How long information is kept

**The Resort** will retain the collected **personal information** for as long as required and reasonable for contracting, providing our services to you, and fulfilling fiduciary responsibilities or statutory obligations.

## 11.6 Protection of information

**The Resort** takes reasonable steps to put in place and maintain processes including electronic procedures and systems to ensure accuracy and to prevent unauthorised access to your personal information with reference to accepted technological standards. Processes and procedures aim to prevent violation of the terms and conditions and service requirements.

## 11.7 Sharing of information

**The Resort** may share collected personal information with:

Third party affiliates and service providers required to render service to **guests** and **visitors**, for example, website hosting and development. These companies require access to your personal information to perform their functions and not for any other purposes. **The Resort** requires that any third-party affiliates and service providers honour and adhere to the Information and Privacy Policy of **The Resort**;

- Third party affiliates and service providers who may be appointed by **The Resort** to process information on its behalf.

- To transfer **The Resort's** customer database/s, including personal information contained therein, to any third party who acquires all or substantially all of the assets in our trust or our website service whether by sale, merger, acquisition or otherwise. We will disclose the transfer on the website. If you are concerned about your personal information migrating to a new owner, you may request us to delete your personal information.
- Other holiday resorts, with your permission, if **The Resort** is unable to accommodate you during your **reservation**;
- Entities or service providers when the industry codes governing **The Resort** demand such.
- Entities or service providers in the aim to protect the business interests of **The Resort** including against legal liability.
- Local and/or foreign legal authorities, law enforcement agencies, governmental agencies and other regulatory or self-regulatory organizations in the aim to comply with:
  - Any court orders, laws, regulations, and legal requests and/or requirements.
  - Protect and defend our rights and property, or that of our clients, service providers and entities in our group.
  - Prevent fraud or abuse, misuse, or unauthorised use of our website.
  - If required to do so by any regulatory authorities in connection with any investigation of fraud, intellectual property infringements, or other activity that is illegal or may expose **The Resort** to legal liability.
  - Any requirement to protect or defend the interests, rights or property of **The Resort**, its staff and other **guests** and **visitors** or members of the general public; and
  - Investigations into any offences, crimes or wrongdoing and to assist with the apprehension of offenders where personal information, images and/or footage may be utilised as evidence in civil or criminal proceedings.
- Emergency workers and related service providers in response to an emergency or to protect the legitimate interest of any individual or the general public.

Where **The Resort** shares personal information with affiliates, other entities, or service providers, it has agreements in place to ensure compliance with confidentiality and privacy conditions.

**The Resort** reserves the right to share non-personal, non-individual information in aggregate form with third parties for business purposes, for example with advertisers on our website or business associates and partners. This does not involve disclosing any personal information which can identify any individual consumer in any way.

### 11.8 Links to other websites

Our website contains links to other websites. Please note that we are not responsible for the privacy practices of third-party websites or the manner in which they use cookies and advise you to read the privacy statements of each website you visit which collects personal information.

Kindly note that **The Resort** makes use of third-party online bookings programs and platforms. **The Resort** will not be liable for any information used, stored, entered, or shared with third-party online bookings programs and platforms while undertaking online bookings. **The Resort** encourages all users visiting our website to check third party privacy policies displayed on third party websites.

### 11.9 Access to, correction and deletion of your personal information

It is very important that the information that **The Resort** has about you and the members of your group is accurate and current. You may request that your information and/or the information of any member of your group held by **The Resort** be updated or corrected.

If you would like to receive confirmation whether **The Resort** holds information about you, confirmation will be provided free of charge.

If you would like to receive a copy of the information we hold relating to you (subject to our right to charge you a fee to cover our expenses in this regard) please submit a request in writing to **The Resort**.

You have a right in certain circumstances to request on reasonable grounds that **The Resort** limit or restrict the processing of your information or the information of any member of your group.

You have a right in certain circumstances to request on reasonable grounds that **The Resort** delete or destroy the record or part of the record of information it has of you or any member of your group.

If you no longer wish to receive our newsletter and promotional communications, you may 'opt-out' of receiving them by indicating to **The Resort** in writing.

### 11.10 Precautions

Your personal information is important to **The Resort**. Please take note that no method of electronic and internet transmission or storage is perfect or impenetrable. **The Resort** has implemented reasonable technical measures and processes to keep the personal information secure in compliance with relevant laws.

### 11.11 Amendments to this Information and Privacy Policy

**The Resort** may amend this policy from time to time.

Any such amendment will come into effect and become part of the contractual agreement that you may have with **The Resort** when notice is given to you of the changes by publication on **The Resort's** website.

### 11.12 Complaints

Should you believe that **The Resort** has utilised the personal and/or special personal information it has relating to you or any member of your group contrary to this Information and Privacy Policy or applicable laws, you undertake to first contact **The Resort** in the aim to resolve any concerns.

If you are still not satisfied, you have the right to lodge a complaint with the Information Regulator by contacting:

Tel: 010 023 5200 Fax: 086 500 3351

Email: [inforeg@justice.gov](mailto:inforeg@justice.gov)

