

# Terms and Conditions for Gondwana Collection Namibia (Pty) Ltd

## Introduction

These Website Standard Terms and Conditions written on this webpage shall manage your use of our website, Gondwana Collection Namibia accessible at [www.gondwana-collection.com](http://www.gondwana-collection.com).

These Terms will be applied fully and affect to your use of this Website. By using this Website, you agreed to accept all terms and conditions written in here. You must not use this Website if you disagree with any of these Website Standard Terms and Conditions.

## Intellectual Property Rights

Gondwana Collection Namibia (Pty) Ltd and/or its licensors own all the intellectual property rights and materials contained in this Website.

## Restrictions

You are specifically restricted from all of the following:

- publishing any Website material in any other media;
- selling, sublicensing and/or otherwise commercializing any Website material;
- publicly performing and/or showing any Website material;
- using this Website in any way that is or may be damaging to this Website;
- using this Website in any way that impacts user access to this Website;
- using this Website contrary to applicable laws and regulations, or in any way may cause harm to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website;
- using this Website to engage in any advertising or marketing.
- any user ID and password you may have for this Website are confidential and you must maintain confidentiality as well.

## No warranties

This Website is provided “as is,” and Gondwana Collection Namibia (Pty) Ltd express no representations or warranties, of any kind related to this Website or the materials contained on this Website. Also, nothing contained on this Website shall be interpreted as advising you.

## Limitation of liability

In no event shall Gondwana Collection Namibia (Pty) Ltd, nor any of its officers, directors and employees, shall be held liable for anything arising out of or in any way connected with your use of this Website whether such liability is under contract. Gondwana Collection Namibia (Pty) Ltd, including its officers, directors and employees shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

## Indemnification

You hereby indemnify to the fullest extent Gondwana Collection Namibia (Pty) Ltd from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms.

## Severability

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

## Variation of Terms

Gondwana Collection Namibia (Pty) Ltd is permitted to revise these Terms at any time without prior notification, as we sees fit, and by using this Website you are expected to review these Terms on a regular basis.

## Assignment

Gondwana Collection Namibia (Pty) Ltd is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

## Entire Agreement

These Terms constitute the entire agreement between Gondwana Collection Namibia (Pty) Ltd and you in relation to your use of this Website, and supersede all prior agreements and understandings.

## Governing Law & Jurisdiction

These Terms will be governed by and interpreted in accordance with the Namibian laws, and you submit to the non-exclusive jurisdiction of the state and federal courts located in Namibia for the resolution of any disputes.

## General

- Proof of payment and booking confirmation from Gondwana Collection Namibia (Pty) Ltd should be presented at check-in.
- Rates and details as published on the Website on date of booking shall apply and are subject to change without prior notice.
- Prices relating to the bookings will be indicated during the booking process.

## Online bookings

- **Accommodation** facilities and online availability checks of the Gondwana Collection can be booked and viewed online at; <https://store.gondwana-collection.com>
- For online **Payments**: \* See payment options below.
- Online bookings for several Gondwana Card Members can only be accepted if valid Gondwana Card numbers are submitted for all persons.

## Online enquiries via the webstore

The Gondwana Collection webstore can be used for general enquiries and quotations requests on accommodation availability only. Due to the nature of the Enquiry, replies will be on a **Quotation-Basis** only and are non-binding.

## Booking Procedures

- Check ALL booking Details on the Booking Summary received.
- Advise Gondwana Booking Agent/Consultant of incorrect booking details or changes immediately.
- It is the duty of the Purchaser to check the final Booking Summary.
- **Payment strictly 72 Hours (3 days) after receipt of the Booking Summary**, failing which, the booking will be deleted from the system automatically without prior notice.
- The Status of the Booking Summary is **PROVISIONAL** and will only be converted to **CONFIRMED**, once the **full Payment** reflects on our Bank Statement.
- Bookings are subject to availability at the time of the booking.
- Bookings made directly on arrival have to be paid in full at the facility (discounts for Card Holders applicable).

## Cancellation policy

|                                |     |
|--------------------------------|-----|
| + 29 days prior to arrival:    | 10% |
| 22 - 28 days prior to arrival: | 20% |
| 15 - 21 days prior to arrival: | 30% |
| 08 - 14 days prior to arrival: | 50% |
| 04 - 07 days prior to arrival: | 75% |
| 01 - 03 days prior to arrival: | 90% |

## Payment procedure

- Always use the **Booking Reference Number** on the proof of payment.
- Send the Proof of payment to **your Booking Consultants email: \_\_\_\_\_@gondwana-collection.com** **or** [info@gondwana-collection.com](mailto:info@gondwana-collection.com)
- It is inevitable to have your proof of payment and booking confirmation from Gondwana Collection Namibia (Pty) Ltd with you at time of check-in.

## EFT Payment

- Bank: FNB Business (First National Bank Business)
- Account Name: Gondwana Collection Namibia (Pty) Ltd.
- Account Number: 622 624 541 78
- Branch Code 281 872 (from RSA please use universal branch Code 282 672)

## International Bank Transfer

- SWIFT FIRNNANX (Intern. Transfers only) Fees apply and will be for payee's account.

## Credit Card Payment Link Facility

Use our direct secure site: <https://vcs.co.za/vvonline/ccpay.asp?p1=N046> - (enter your **Booking Number as Reference**)

## **Credit Card Payment Facility at the Lodges**

All additional payments made at our Lodges can be done with major credit cards.  
*DINER and AMERICAN EXPRESS CARDS are no longer accepted.*

The Link to our GDRP Compliance Document:

[https://www.gondwana-collection.com/fileadmin/Content/Disclaimer/Gondwana\\_Collection\\_Namibia\\_GDPR.pdf](https://www.gondwana-collection.com/fileadmin/Content/Disclaimer/Gondwana_Collection_Namibia_GDPR.pdf)

