



TERMS & CONDITIONS

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GENERAL

Up And Go Description of Services

Up And Go is a provider of leisure accommodation which provides electronic booking platforms which allows the public to make accommodation reservations from third-party suppliers.

Acceptance of this Agreement by You

The Up And Go website and services may be used subject to the terms and conditions outlined in this document.

By using this website or associated services, you will be deemed to have agreed to be bound by it. If you do not agree to be bound by this agreement, please log out and refrain from using the Up And Go website and its services.

Variation

Up And Go may, in its sole discretion, change this agreement or any part thereof at any time without notice.

Acceptance of this Agreement by All Travellers

By accepting this agreement, you also do so on behalf of all travellers included in your booking made through Up And Go's website or services and represent that you have the authority to do so.

The Entire Agreement

This agreement constitutes the entire agreement between you and Up And Go and supersedes any and all prior representations, agreements, policies and understandings of whatsoever nature.

To the extent that any part of this user agreement is found to be invalid, unlawful or unenforceable by any court of competent jurisdiction, such part shall to that extent be severable from the remaining terms, all of which shall remain enforceable and applicable, as permitted by law.

Failure to Enforce

Any failure by Up And Go to exercise or enforce any right or provision of this agreement shall not constitute a waiver of such right or provision. Up And Go has the right to cede, assign or otherwise transfer its rights and obligations in terms of this user agreement to any third party.

Legal Fees

In the event that Up And Go has to engage a lawyer to enforce any of its rights in terms of these Conditions or otherwise, and in the event that Up And Go is successful in the enforcement of such rights, the client will be liable for all legal fees.

Country of Domicile

This website is governed by the laws of South Africa and Up And Go chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature 34 Gail Road, Sheffield Beach, Kwa Zulu Natal, South Africa .

DISCLAIMER

Neither Up And go, nor any of its owners, employees, representatives, agents, consultants, suppliers, service providers or sub-contractors ("Indemnified Parties"), shall be liable for any direct, indirect, special or consequential losses or damages of whatsoever nature that may result from:

1. your access to or use of this website; or
2. your purchasing and/or using any of the products and services available on this website; or
3. the unavailability of any of the products or services provided on this website; or
4. the use of hyperlinks on this website or the use of or reliance on any website from which you hyperlink to or from this website; or
5. information or material which you have submitted to Up And Go which violates any law or breaches any third party's rights (including, but not limited to, defamation, invasion of privacy, breach of confidence or infringement of copyright or any other intellectual property rights).
6. your interaction with any Supplier. Such interactions may include but are not limited to, any stay made at any accommodation booked through Up And Go's website or services provided.
7. the interaction of any traveller associated with any booking made through Up And Go's website or services with any Supplier. Such interactions may include but are not limited to, any stay made at any accommodation booked through Up And Go or any services provided by Up And Go.

You hereby indemnify and hold harmless the Indemnified Parties against any losses, damages, liability, claims or costs of whatsoever nature, whether compensatory, direct, incidental, consequential or otherwise, incurred by the Indemnified Parties arising from or in any way related to (1) to (7) above.

The Company reserves the right to defend and control any claims arising from the preceding information, and you agree to co-operate fully with Up And Go in any such defences.

WEBSITE USE

If you use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy, govern Up And Go's relationship with you in relation to this website. The term 'Up And Go' or 'us' or 'we' refers to the owner/s of the website.

Users may access and browse this website for legitimate personal purposes only and may not use this site for harmful, illegal, offensive or prohibited purposes.

Names, e-mail addresses or telephone numbers published on the website may not be used for electronic or tele-marketing purposes.

Intellectual Property Rights

This website contains material which is owned by or licensed to Up And Go. This material includes, but is not limited to, the design, layout, look, logo/s, text, copy, photographs, software, databases, hyperlinks, domain names, appearance and graphics.

As a visitor to this website, you may view, download and / or print parts of this website as may reasonably be required for your own private and non-commercial purposes only. Copying or downloading for commercial or business purposes is prohibited.

You may not;

Sell, offer for sale, transfer, or license any portion of the website in any form to any third parties.

Amend, copy, use, decompile and/or reverse engineer the source code of this website.

Use logos or images from this website as hyperlinks or for any other purpose without Up And Go's written consent.

Link to any other pages in a manner that would incorrectly suggest endorsement or support from Up And Go, or that suggests you are the owner of any intellectual property belonging to Up And Go.

Use the website other than to make legitimate accommodation reservations and/or enquiries.

Use the website to make any false, fraudulent or speculative reservation for personal financial gain or otherwise.

Supplier Content on this Website

Up And Go undertakes to take reasonable care to ensure that the information provided by third-party suppliers on this website is accurate and up to date.

However, we make no warranties concerning the accuracy or completeness of the information supplied by the Suppliers listed on this website or of information supplied by users of this website.

We endeavour to maintain the technology supporting our website so that the service will be free from errors or interruptions. You are encouraged to contact us regarding any malfunctions or site errors.

You are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available on this website to Up And Go and we shall endeavour correct and/or remove such content, or any part thereof.

While every effort is made to ensure that all information on the site is updated and correct, Up And Go shall not be liable for any loss, breach, damage (whether direct, consequential, general or special) or expense of any nature whatsoever which may be caused, directly or indirectly through the use of, supply or reliance upon any information or service provided by or to Up And Go through this website.

Security

Up And Go shall take all reasonable steps to secure the content of this website, as well as the information collected from you, from unauthorised access and/or disclosure. We do not, however, make any warranties or representations that the content of this website shall be entirely safe or secure.

Up And go will not be liable for any direct or indirect loss or damage suffered whatsoever as a result of hacking of this website.

We recommend that you install anti-virus software before downloading any material from this website and ensure that such software is compatible with your equipment and regularly updated.

You may not develop, distribute, or use any device or programme designed to breach or overcome the security measures of any restricted pages, products and services on this website and Up And Go reserves the right to claim damages from any persons who are directly or indirectly involved in the development, use and distribution of such devices or programmes.

If you commit any of the offences set out in sections 85 to 88 of the ECT Act, you shall, notwithstanding any criminal prosecution, be liable for all losses, liabilities and damages that may be suffered by Up And Go due to or related to such offences.

No Warranty

This website is supplied on an "as is" basis, without any warranty of any kind, express or implied, as to the operation of this website, the accuracy of the information or the products or services referred to on this website 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 user agreement with Up And Go that the service available from and through this website will meet your individual requirements and be compatible with your hardware devices and/or software.

BOOKING TERMS & CONDITIONS

Acceptance of This Agreement By All Travellers

By accepting this agreement, you also do so on behalf of all travellers included in your reservation made through Up And Go and represent that you have the authority to do so.

It is your responsibility to provide correct information when making reservations with Up And Go, as well as to assess the suitability of the accommodation before confirming your booking. Furthermore, you are responsible for checking the accuracy of all information before confirming the booking with a payment.

Accepting Instruction

Up And Go may accept instructions relating to a reservation from any party with access to the email account or cellphone number used for the booking, or with substantive knowledge of the booking (such as the reference number).

Terms of the Suppliers

In some circumstances, Suppliers will have their own Terms and Conditions that apply to your reservation. These Supplier Terms & Conditions will be included in the booking documentation sent to you.

You acknowledge that Up And Go acts as an agent of the Supplier. Any right of recourse that you may have regarding the supplied travel service will be directly with the Supplier, although Up and Go is always willing to assist wherever possible.

Cancellation & Refund Policy

The cancellation policy applicable to the accommodation/property booked, will be included with your booking documentation.

In the event that you cancel your reservation for any reason, such cancellation must be made in writing. You will be liable for the cancellation penalties as stated on the booking documentation.

No refunds will be made for no-shows, late arrivals, early departures or any unused services.

On receipt of a written instruction from you to cancel a reservation, any amount owed to you by the Supplier, in terms of the cancellation policy, will be refunded by the Supplier to Up And Go. Up And Go shall on-pay the received refund to you within 7 days of receiving the funds from the Supplier.

Up And Go shall not be obliged to make any payments to you in the event that you are not entitled to a refund, or the funds cannot be recovered from the Supplier.

Postponements requests are subject to approval by the suppliers and if granted, may incur an admin fee.

Bookings Cancelled by Supplier

In the event that, after you have made payment for a booking, a Supplier no longer has your selected service, or accommodation available, Up And Go will undertake to find you a suitable alternative or, failing that, will assist as far as possible in recovering your funds from the Supplier.

While Up And Go makes every effort to engage Suppliers who offer quality accommodation, it does not have direct control over the services provided by suppliers and shall not be liable for any loss, damage, injury, additional cost, accident, power outage, plumbing or other irregularity that may be occasioned by any error or default, act or omission of any supplier in carrying out the reservation arrangements.

Furthermore, Up And Go accepts no liability for changes, omissions or delays occasioned by technical difficulties, malfunction of appliances, weather conditions, border closures, civil unrest, strikes, riots, pandemics, epidemics,

communication breakdowns or events beyond the control of Up And Go.

If, in the opinion Up And Go or the relative Supplier, the fulfilment of the accommodation is considered impossible or inadvisable because of weather conditions, structural defects, unrest, fire damage, excessive high tide damage, strikes, war and/or any other adverse factors beyond our control, Up And Go may at any time cancel the booking, or what remains of it, as it deems fit, and any losses and expenses resulting from such cancellation or alteration shall be for the account of the customer.

In order to confirm your booking, Up And Go transfers your accommodation payments, in good faith, to the accommodation Supplier's (or their agents and representatives) bank accounts. Up And Go will not be held liable should these funds in any way be misappropriated by the Suppliers or their agents. Nor will Up And Go be liable should the Supplier or agent abscond, be insolvent or close /terminate their service.

Travel Documents

You will be personally responsible for ensuring that you and your group of travellers are in the possession of and have complied with the correct travel documentation including valid passports, valid birth certificates, visas, vaccinations and health requirements.

Up And Go shall not be responsible for any consequences whatsoever should you fail to ensure that you have complied with the necessary health, passport, visa, re-entry permits, or other legal requirements. Due to the constantly changing requirements of each country, Up And Go shall not be responsible or liable for any information, which it or its representative may furnish to the traveller in relation to the above. The onus shall remain on you at all times to ensure that you have complied with such requirements.

Travel Insurance

Up And Go recommends that you purchase travel insurance cover to ensure that you are adequately protected from the risks associated with travelling. You should ensure that you are adequately protected against loss for reasons of illness, epidemics, pandemics, inclement weather, cancellation, injury, damage to your baggage, theft, border closures or any other possibility.

Social Media

You agree that your use of our social media pages which include but are not limited to Facebook and Instagram, will not be defamatory, unlawful, obscene, offensive, hateful, abusive, inflammatory, threatening, invasive of anyone's privacy, or otherwise contain objectionable comments and/or content. We do not tolerate any form of discrimination on grounds of race, sex, religion, nationality, disability, religion or belief, sexual orientation or age.

We reserve the right to remove any comment, thread or content without prior warning to you. We also reserve the right to bring legal proceedings against any individual for a breach of these rules or law generally or take such other action as we reasonably deem appropriate.

Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement or reservation which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, political insurrection, insurrection, riot, civil unrest, act of civil or military authority, uprising, disease, epidemics, pandemics, earthquake, fire, flood or any other natural or manmade eventuality outside of our control, which causes the termination of an agreement or reservation entered into, nor which could have been reasonably foreseen.

Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

Rates/Quotations

All rates published on this website are a guide and are subject to supplier availability and confirmation. Rates are subject to change without notice. This may result in a rate change between time of booking enquiry and final quote.

Quotations are subject to availability of the Supplier.

Pricing errors occasionally occur. Should a pricing error occur after quoting or invoicing a client, Up And Go will re-price, even if the amount has been paid for.

Service Fees

Up And Go may charge you fees for services related to bookings, such as for forex transfer costs, postponing, modifying, amending, after hour's service or cancelling the booking. Service Fees are non-refundable in the case of a cancellation.

Accuracy of Supplier Content

Up And Go undertakes to take reasonable care to ensure that the information provided by Suppliers is current and accurate.

However, we do not perform site inspections of the Supplier properties. We accordingly make no warranties concerning the accuracy or completeness of the information, facilities, electronic equipment and appliances, services or the photographs supplied by the Supplier listed on our website.

Up And Go shall not be liable should the accommodation not be according to client's expectations.

While we endeavour to ensure that all information on the website is updated and correct, Up And Go shall not be liable for any loss, breach, damage (whether direct, consequential, general or special) or expense of any nature whatsoever, which may be caused, directly or indirectly.

Dissatisfaction

If, for any reason, on arrival, you are dissatisfied with the accommodation booked, please contact Up And Go immediately. If your dissatisfaction emerges during the course of your stay at the establishment booked through Up And Go, you are encouraged to contact Up And Go immediately so that, where possible, the situation can be rectified for the remainder of your stay. We do not, however, guarantee that we will be able to resolve the issue to your satisfaction.

Payment and Penalty Fees

Payment shall be due and payable by you on or before the time periods set out in the invoice provided to you. Up And Go, on instruction from the Supplier, shall be entitled to cancel any reservation where payment (including deposits) has not been made by due date.

Where a deposit has been paid and the reservation is subsequently cancelled by Up And Go or the Supplier for failure to pay the balance outstanding, the deposit paid will be forfeited to the Supplier including any commissions due to Up And Go.

Reservation confirmation vouchers will only be emailed to you on receipt of full payment and completed booking forms and travel declarations (if applicable).

Customer Privacy Policy

Up And Go shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be accessed on:

<https://www.justice.gov.za/legislation/acts/2000-002.pdf>

Payment Options Accepted

Payment may be made via EFT, Visa or MasterCard into the Up And Go bank account, the details of which are provided on the invoice.

Card Acquiring and Security

Card transactions will be acquired for Up And Go via PayGate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. DPO PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.

Customer Details Separate from Card Details

Customer details will be stored by Up And Go separately from card details which are entered by the client on DPO PayGate's secure site. For more detail on DPO PayGate refer to www.paygate.co.za.

Merchant Outlet Country and Transaction Currency

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

Responsibility

Up And Go takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

Breakages/Losses/Damages to Supplier's Property

Any loss, breakage or damage to the rented property and/or its contents must be paid for, whether accidental or intentional. Any lost keys or keys not returned may result in locks & keys being replaced and the guest held accountable for such charges.

Should such damage or loss be more than any breakage deposit paid, you will forfeit your deposit and still be liable for the balance of such loss and/or damage.

Any deductions from the breakage/damage deposit for broken/missing items are at the sole discretion of the homeowner's evaluation and replacement cost.

Should there be any damage to the building, guests will be responsible for any damage caused to the property by acts or omissions, default, accident, or neglect.

Up And Go do not participate in breakage deposit disputes between Suppliers and Clients.

The property owners/suppliers reserve the right to proceed with legal action should the client not re-imburse the supplier with the full replacement cost of the damages to the property and/or contents.

Company Information

This website is run by Up And Go (sole proprietor) based in South Africa trading as S. Lee T/A Up And Go.

Up And Go Contact Details

Physical Address: 34 Gail Road, Sheffield Beach, Kwa Zulu Natal, South Africa

E-Mail: info@upandgo.co.za

Telephone : 032 150-0954

General Terms

Each term or condition of these terms and conditions shall be separate and separately enforceable from the other terms and conditions herein and shall in no way be limited or restricted by reference to or inference from any other terms or conditions. If any term or condition herein, shall be found to be illegal or unenforceable then the remaining terms and conditions hereof shall be and remain binding.

Limitation of Liability

In the event that, notwithstanding the remaining provisions of this user agreement, we are liable to you for any damages, such liability shall be limited to a maximum of the monies paid by you to Up And Go.

Indemnity Waiver

You acknowledge and agree that there may be risks associated with your stay and you agree that you specifically indemnify and hold harmless Up And Go, its agents, owners, employees and representatives against any claims, damages, liability or responsibility for any harm, injury, damages or loss to yourself or any person or fellow guest, including to property and including any loss of support or earnings (both past or future) of whatsoever nature and howsoever arising from or connected with your stay at any accommodation/property booked on your behalf by Up And Go, whether or not such claims are caused by any act or omission, negligent or otherwise, of Up And Go or anyone else connected to the accommodation/property.

If you have any questions about these Terms & Conditions, please contact us info@upandgo.co.za

PRIVACY POLICY

This Privacy Policy together with our Terms and Conditions above forms the basis on which Up And Go may collect personal information from you.

This privacy policy governs the Up And Go website (www.upandgo.co.za) and other personal information acquired through any communication with Up And Go.

If you make use of our services on behalf of others, you are responsible for ensuring that the others are aware of the content of this Privacy Policy and are in agreement with you supplying their personal information to Up And Go.

The website may contain hyperlinks to or from third party sites or services which are not under the control of Up And Go or governed by this privacy policy.

We have no control over and assume no responsibility of any third party sites or services. It is your responsibility to review such linked sites' privacy policies. Up And Go shall not be liable for the breach of any such privacy policies by the owners of such linked sites.

Furthermore, such hyperlinks do not imply an endorsement or support of the content, products and/or services of such linked sites and Up And Go in no way is responsible for the content or the privacy and security policies employed by the linked sites.

By using our services, you are consenting to our processing of your Personal Data as set forth in this Privacy Policy now and as amended.

Children's Privacy

Our service does not address anyone under the age of 18 (Children). We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your child has provided us with personal data, please contact us.

Collection of Personal Information

When using our service, we may ask you to provide us with specific information in order to provide you with the services you have requested. This information may include, but is not limited to:

Personal Data which may include but is not limited to;

Full name

Email address

Business or Home Address

Employer/ affiliated organisation

Contact telephone numbers

Date of birth

Your passport number or ID number

Your country of origin

Vehicle Registration number

If flying, air ticket, dates of flight, flight number & name of exit border & destination country(ies) to be visited

The personal information detailed above will be collected electronically, or by using cookies or provided voluntarily by you.

In terms of the Protection of Personal Information Act ("POPI"), specifically sections 3 and 5, you have certain rights in respect of your personal information.

Tracking & Cookies Data

Cookies and similar tracking technologies are used to track the activity on our website and hold certain information in order to provide a better service to our visitors. Cookies are files which contain a small amount of data, stored on your computer by your web browser, which may include a unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyse our service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is sent. However, if you do not accept cookies, some features of our website may not work correctly.

Usage Data

We may also collect "Usage Data". This Usage Data may include information such as your computer's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our website that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

In some circumstances, 3rd party services employed by the website, such as those provided by Google Ads, may also use cookies to track your movements in order to improve user experience and/or advertising performance.

Any collaboration with a 3rd party is done in good faith that your privacy will be adequately protected.

Transfer Of Data

Your information, including your personal data, may be transferred to - and maintained on - computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside South Africa and choose to provide information to us, please note that we transfer the data, including personal data, to South Africa and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

Reviews of Supplier Establishments

Up And Go may email guests to ask for feedback on the supplier accommodation at the end of their stay. These reviews are voluntary. By responding to a request to review, you grant Up And Go permission to publish, upload, modify and/or post the review on www.upandgo.co.za as well as the right to display your name as the author of the submitted review. Additionally, you grant Up And Go permission to forward the review to the supplier/owner of the establishment/property.

Newsletter Unsubscribe

You will be able to unsubscribe from our newsletter at any time by clicking on the unsubscribe link at the bottom of all our email communications which will automatically remove you from the list.

Sharing of Information with 3rd Parties

Up And Go will not share personal information with any other third parties without your permission, unless required by law enforcement action, the South African Reserve Bank (SARB), subpoena or applicable law or regulation.

Up And Go does not disperse any information supplied by you to any third parties, except in the following circumstances:

If you confirm a reservation with Up And Go, we will provide the supplier with the information necessary for the booking to be processed. This may include, but is not limited to:

Full name

Email address

Business or Home Address

Employer/ affiliated organisation

Contact telephone numbers

Date of birth

Your passport number or ID number

Vehicle Registration number

Your country of origin

If flying, your flight particulars, details of exit border and destination country to be visited.

Personal Information Security

Up And Go will take reasonable steps to protect your personal information.

The security of your data is important to us however, no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your personal data, we cannot guarantee its absolute security.

Disclosure Of Data

Up And Go may disclose your Data in the good faith and belief that such action is necessary to:

- Be transferred as a business asset if Up And Go is involved in a merger, acquisition or sale
- Comply with a legal requirement
- Protect and or defend the rights or property of Up And Go
- Protect against legal liability
- Protect the personal safety of users of the service or the public
- Prevent or investigate any wrongdoing in connection with the service

Changes To This Privacy Policy

We may update our Privacy Policy from time to time. Changes to this Privacy Policy are effective when they are posted on the website.

If you have any questions about this Privacy Policy, please email us at info@upandgo.co.za