

## **WEBSITE CONDITIONS OF USE**

### **INTELLECTUAL PROPERTY**

The website [www.viaafrica.co.za](http://www.viaafrica.co.za) is owned and registered in the name of Lowveld Lifestyle Exhibition (Pty) Ltd, trading as Via Africa Conferencing ('VAC'). All intellectual property rights including copyright in the design, layout, get-up, functionality and corporate identity vests in VAC and may not be copied, or used in whole or in part without the prior written permission of VAC.

None of the content or data found on this site may be reproduced, sold, transferred, or modified without the express written permission of VAC. The site may only be used for transacting with VAC but not for any other commercial use. Any other use of this site needs the prior written permission from VAC. If this site is misused in anyway you will be liable for any legal action taken. All details that you give to us must be your own personal information. Action will be taken against individuals supplying VAC with fraudulent information, false enquiries, bookings, reservations or information requests etc. whilst using [www.viaafrica.co.za](http://www.viaafrica.co.za).

### **INFORMATION, PHOTOGRAPHS AND GRAPHICS**

The information, photographs and graphics displayed on [www.viaafrica.co.za](http://www.viaafrica.co.za) may be supplied to VAC by third party providers of products and services ('Third Parties'). Where that is the case, such information, photographs and graphics can change without notification. VAC will endeavour to ensure that the information displayed is current and accurate. Information, prices and availability will be confirmed to you when your booking has been processed.

### **CHANGES**

VAC may make future changes, deletions or modifications to such terms and conditions, information, graphics, products, features, functionality, services, and links at any time and it will be your duty as a user to familiarise yourself with such changes prior to entering into a transaction. Your subsequent viewing or use of this website will constitute your agreement to the changes, deletions and modifications.

### **ACCESS AND USE**

Access to and use of the website is entirely at user's risk and the user, by the use of the website, indemnifies and holds harmless VAC and its employees against claim, loss or damage that may arise, including any legal expenses that VAC may incur. This clause does not apply to the extent that the relationship between VAC and the user is found to be subject to the Consumer Protection Act 2008 ('the CPA') and any liability that may arise in terms thereof. VAC may discontinue or suspend the website at any time without notice, and it may block, terminate or suspend any user's access at any time for any reason in its sole discretion, even if access continues to be allowed to others. However, if you are a regular user VAC will notify you of such blocking, termination or suspension of access.

### **LINKS TO OTHER WEB SITES**

There are links on this website which allows a user to visit the sites of Third Parties. Neither these sites nor the companies to whom they belong are controlled by VAC and VAC makes no representations and gives no warranties concerning the information provided or made available on such sites nor the quality or acceptability of the products or services offered by any persons or entities referenced in any such sites. VAC has not tested and makes no representations regarding the correctness, performance or quality of any software found at any such sites. You should research and assess the risks which may be involved in accessing and using any software on the Internet before using it. You are deemed to indemnify VAC against any claims for loss or damage arising from your use of or of information gained from or from accessing any such linked sites.

### **ACCURACY OF INFORMATION AND LIABILITY**

VAC does not accept responsibility for any travel service, rules and conditions that are incorrectly represented on this website. The data and services shown are provided in good faith. All packages, airfares and land arrangements published on this site are subject to currency fluctuations, availability, increases, rules and conditions, and can be changed without prior notice.

## LIMITATION LIABILITY

VAC in no event shall be liable for any injury, loss, claim, damage, inconvenience or any incidental or consequential damages, including but not limited to lost profits or savings, arising out of or in any way connected with the use of any display within this site.

## INDEMNITY

The user hold harmless and indemnifies VAC and/or its members and/or directors and/or employees and/or agents and/or suppliers against any consequences of accessing or using or making bookings via the website including (without limiting the generality of the foregoing) any financial loss, loss of or damage to personal effects, illness, injury, harm, trauma or death (howsoever caused) including any claim from his/her spouse, children or dependants for maintenance or otherwise or due to any arrangements having to be changed, amended or cancelled and/or legal costs (on an attorney and own client scale) that VAC (or any of the other parties indemnified herein) may incur. This indemnity will apply irrespective of any act, omission or negligence (gross or otherwise) on the part of VAC and/or its members and/or directors and/or employees and/or agents and/or suppliers and any person directly or indirectly connected with the providing of products or services to VAC.

VAC and/or its members and/or directors and/or employees and/or agents and/or suppliers and any person directly or indirectly connected with the providing of products or services to VAC will under no circumstances be liable for any indirect, consequential or special loss or damage, irrespective of the cause.

This indemnity and waiver is subject to the following aspects of the Consumer Protection Act, act number 68 of 2008 ('the CPA'), if and when applicable:

- It does not exclude liability for injury or death due to any act or omission of the parties indemnified (Regulation 45 (3))
- It does not exclude or limit to or purport to exclude or limit to any other claims due to the gross negligence of the parties indemnified (section 51)
- It does not exclude or limit the absolute liability of the parties indemnified as envisaged by section 61 of the CPA.

The content and implications of this waiver and indemnity and the dangers that a user will be exposed to and which are inherent in a user's use of the website are made clear, and if anything is unclear, a user may contact the website owner for clarification. All users are therefore understood as being bound by and willingly agree to this document.

PLEASE NOTE THAT OVER AND ABOVE THESE WEBSITE CONDITIONS OF USE, ACCESS TO AND USE OF THIS WEBSITE ARE SUBJECT TO VAC'S [GENERAL TERMS AND CONDITIONS](#) ('T&C') AND ITS [PRIVACY POLICY](#). WHERE THERE IS A CONFLICT BETWEEN ANY OF THESE, THE T&C WILL PREVAIL.