# **Terms and Conditions**

1. Good Travels is a month-to-month membership for a maximum of 24 months. The membership is not transferable. The Seller shall accept no liability for all direct, economic, consequential or indirect losses, expenses and costs incurred by you arising out of or relating to the Membership.

2. Membership application to re-join at the expiry of the 24 months period will be subject to review by the Board.

3. An Applicant is required to have paid three (3) months membership fees prior to the occupation date of a confirmed booking. Should an Applicant want to book before the times requested, they will be required to pay three (3) months membership fees in advance.

4. If the Applicant(s) defaults in payment of any outstanding moneys owing pertaining to this Application, the Seller has full power to terminate the trial membership. Any accommodation reservations made by the Applicant, and not yet utilised by the Applicant, shall be cancelled and all funds paid will be applied to costs incurred.

# HOLIDAY ACCOMMODATION BENEFITS & CONDITIONS OF PRODUCT USAGE

The Good Travels Membership provides you with the opportunity to rent holiday accommodation offered from within the Gooderson Vacation Club accommodation pool, at greatly discounted prices.

• Each accommodation property available is allocated a rental value. This rental value is determined by the Seller from time to time and is subject to change with reasonable notice.

- You are allowed one membership per family.
- You are permitted to occupy a maximum of 6 bookings per year.
- You may only book a maximum of 4 months in advance.
- Two guest certificates will be permitted, where the member does not have to occupy.
- You may not rent or sell bookings. It is for members occupation only.
- Advertising bookings for monetary gain is not permitted.

• All accommodation is subject to availability and there is no guarantee that the accommodation you wish to book will be available at the desired time.

• Cancellation of your booking more than 6 weeks prior to your occupation date will incur a cancellation fee, see the fee clause below. Cancellation of your booking less than 6 weeks prior to your occupation date will result in the forfeiture of any funds paid towards the booking.

• Good Travels has a price beat guarantee policy. The price beat policy guarantees that the cost of your holiday accommodation booking will always be at least 25% cheaper than if you had booked directly with the reservations department of the holiday resort you have chosen to stay at.

### COOL OFF PERIOD & CANCELLATION

Members can terminate this agreement by notifying Good Travels in writing within ten (10) days from the signing of this membership. Post to 85 O R Tambo Parade, Durban.

P.O.Box 10305. Marine Parade. 4056 or by email on accounts@goodersons.co.za. Any monies paid will be refunded to you without interest. No refund is applicable after this period.

Members cancelling at any other stage during the membership term will remain liable for any funds unpaid at the date of cancellation, and must give 20 business day notice of their intention to cancel. Any funds payable during the 20 business days' notice period will remain due and payable. Any bookings made but still outstanding to occupy at the date of cancellation, will be honoured by Good Travels provided the member is up to date with their membership fees due in terms of this cancellation policy.

The company reserves the right to cancel a membership entirely at its sole discretion, subject to a 30 days' notice period.

### FEES

The Good Travels Membership is a monthly renewable leisure membership product which has a monthly membership fee. Failure to pay the monthly membership fee will result in the suspension of all rights & privileges of membership, including the entitlement to occupy discounted accommodation, as well as use of all affiliated benefit products and services, and may lead to cancellation of membership.

A summary of applicable fees\* follows:

- 1. Monthly membership fee of R299, due in advance.
- 2. Cancellation policy is as follows:

o If you cancel more than 6 weeks prior to your occupation date, you will be required to pay a cancellation fee of R400. Your portfolio will be credited with the rental price used for the booking.

- o If you cancel 6 weeks or less prior to your occupation date, all funds paid will be forfeited.
- 3. \* Fees are subject to periodic review and possible escalation.
- 4. LEGAL FEES

If any action is instituted by a member or guest pertaining directly or indirectly to Good Travels, that member and/or guest shall be liable to pay all costs incurred by Good Travels on an attorney own-client scale.

### 5. GRANTING OF RIGHTS

Where a member is granted a right or remedy under these terms and conditions, it shall be in addition to and not in substitution for any other right or remedy which that member may have in terms of this agreement or in law.

### 6. NO WAVIER

o No failure on part of Good Travels to exercise, and no delay by Good Travels in exercising, any right under these terms and conditions will operate as a waiver of that right, nor will any single or partial exercise of any right under these terms and conditions preclude any further or other exercise of that right nor act to the exclusion of any other right.

o Should Good Travels fail or decline to enforce the whole or any part of these terms and conditions or grant any indulgence to the member and/or a guest of the member, then the act or

omission aforesaid shall not be interpreted as a waiver of it rights nor shall it act as an estoppel against or otherwise prejudice Good Travels committing the act or omission.

# 7. NON-VARIATION

No representation, warrant, offer, invitation, term of condition proposed or settled upon shall be of any effect whatsoever save to the extent that it is recorded in these terms and conditions or on Good Travels.

# 8. PRIVACY POLICY

Any information provided by our customers will only be used as our customers direct. We do not disclose any personally identifiable information to any third party unless we have your permission. We may share aggregated statistical information about the use of our site with our business partners. Such aggregated statistical information does not include any personal information. Our website disclaimer and privacy policy are subject to change over time. Please return periodically to review the latest on our commitments to you.

# 9. PRICING POLICY

All prices are quoted in Rands (ZAR).

# 10. DELIVERY POLICY

There is no delivery policy applicable to this company.