



BNB SITTER SERVICE TERMS AND CONDITIONS OF USE

ACCEPTANCE

Please read the user agreement of this site www.bnbsitter.co.za ("Site") carefully.

By using the BnB Sitter service, Web and mobile sites, you agree to these terms and conditions.

These terms and conditions of use may be changed in the future without prior notice.

This website is owned and operated by BnB Sitter (PTY) Ltd ("BnB Sitter") registration number 2015/078470/07.

Further, these terms and conditions apply exclusively to your access to, and use of, this Web Site and not alter in any way the terms or conditions of any other agreement you have with BnB Sitter for products, systems, services or otherwise.

While BnB Sitter has tried to provide accurate and timely information, there may be inadvertent technical or factual inaccuracies and typographical errors, for which we apologize. We reserve the right to make changes and corrections at any time, without notice.

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SERVICES

The Website www.bnbsitter.co.za offers different Services (“Services”) for check-in, check-out, cleaning and other ancillary services, including contacting online with specialised external service providers (“the Bnb Sitters” or “the Bnb Sitter”) for the provision of their Services to facilitate seasonal rentals of household real estate. The Company allows hence the contact be established on the Site between Bnb Sitters who are actively interested in the provisioning of their Services and other Users (“Hosts” or “Guests”) jointly referred to as the ‘Users’. The use of Services offered by the Company to Users implies full acceptance of the Terms and Conditions described herein.

The User acknowledges and declares, therefore, to have read the Terms and Conditions described herein. The Service is exclusively reserved to those who are legally capable of entering into contracts under the South African Law. The Terms and Conditions described herein defines the legal framework of the use of the Site Services by the Users, as well as the relationships that can be established between the Users and the Site and/or between the Users and the Bnb Sitters, with the rights to which they are entitled, but also with the obligations, independent of what is referred to herein. It is specified that in cases of need, the User may save or print the Terms and Conditions described herein, provided that the Users do not make any modifications. The version of the Terms and Conditions available online on the Site shall prevail, if need be, over any other versions, except for the modifications that occur after a reservation and in accordance with the common law. A copy of the Terms and Conditions described herein will be sent to the User in PDF format by email.

In order to procure services from BnB Sitter, the User selects, via the booking form, the service that suits their needs. At the time of booking, the User must provide the following information via the Booking form:

- address of the property;
- the dates of the implementation of services (date of departure and / or arrival of the Guest for example);
- full name, email address and telephone number of the Guests while

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making sure to have obtained his authorization prior to transmit his personal data to BnB Sitter.

- necessary information for the key pick-up from the property and for the final date and time of the first visit for the first reservation.

Once the booking form is completed, the User must confirm the reservation by clicking on the validation button. The User will then be asked to register on the site, if not registered already. Once the User confirmed the choice of services, he or she will receive via email a confirmation of the order together with a booking summary (place, time, price, etc.).

In addition, the User acknowledges having been informed that the price of the services can vary depending on the time between the order of the service on the site and the date of the implementation of the service thereof.

The User, through the online validation of the reservation form on the website, irrevocably agrees to use the Services of BnB Sitter for the implementation of the desired Missions. The Company may terminate at any time without notice the adhesion of the User to the Site if he or she does not observe the Terms and Conditions.

REASONABLE CARE BY THE USER

Users agree to leave the property in a reasonably clean condition for some of Services to be implemented by Bnb Sitter. If the Bnb Sitter finds a property in such a poor condition that it requires much more than just a normal housekeeping service, or if the poorly maintained condition of the apartment humiliates the Bnb Sitter, additional charges will be applied to the User case by case. Furthermore, if the property in which the Bnb Sitter fulfills the Missions is in a state where it manifestly endangers the security of the Bnb Sitter, and where it raises real risks to the health, the Bnb Sitter is allowed to leave immediately without completing the Mission and the Bnb Sitter will not be investigated by Company. If the Company reaches the same conclusions as those of the Bnb Sitter, the User will not be refunded with the price paid for the reservation. Otherwise, the User will be immediately reimbursed by the Company of the total price paid for the reservation.

REFUND POLICY

BnB Sitter will not process any refunds unless the service requested and paid online is not cancelled at least 24 hours before the set date and time requested at the time of purchase. Cancellation request must be sent in writing at hello@bnbsitter.co.za



Accordingly no cooling-off period as contemplated by section 44 of the Electronic Communications and Transactions Act 25 of 2002 shall apply.

In the case of BnB Sitter not being able to deliver the required service due to force majeure or other operational constraints, a refund will be processed electronically with 7 days from the date set for the requested Service.

SERVICE ORDER CHANGE POLICY

Via the User Account, the User may fill in the Reservation form and select the time/day of the implementation of the Services. Users are also well informed that the price of the ordered Services can vary depending on the exact rate applicable to the new time/day of the Mission. **The User is responsible for the slot reserved for the Service since the Bnb Sitter will come at the time and on the date indicated by the User in the reservation form.** As such, the Bnb Sitter will wait for the Guest up to 30 minutes. In cases where the User is unable to show up in time, the User will be liable for costs concerning the rescheduling of the Mission, and the new schedule is subject to the availability of the Bnb Sitter in charge of the Mission.

USER ACCOUNTABILITY/ RESPONSIBILITY

The User is responsible for all use of the Site made by the User or anyone else using the User's password and for preventing unauthorised use of the User's password. If the User believes there has been any breach of security such as the disclosure, theft or unauthorised use of the User's Password or any payment information, the User must notify BnB Sitter immediately. BnB Sitter recommends that the User does not select an obvious user password (such as the User's name) and that the User change it regularly.

PAYMENT SECURITY

User information is kept strictly confidential and is secured by a variety of security measures that are reasonable taking into account the nature of service offered on this Site.

All credit card transactions are Secure Socket Layers (SSL) 128-bit encrypted. The company registration documents and the site's registered domain name are checked and verified by Thawte. Payments are processed by the PayGenius payment gateway (and may appear on the user credit card statement as a PayGenius transaction).

Appropriate action shall be taken in terms of chapter 8 of the Electronic

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Communications and Transactions Act 25 of 2002, against any person that delivers or attempts to deliver any damaging code to this Site or attempts to gain unauthorised access to any page on this Site.

The payment will be made after an authorization at the fixed price at the time of booking and communicated in the reservation confirmation email. The effective payment of this amount will take place on order. In cases where an additional fee (new services, changing a reservation, adding Services...) is added to the price set at the time of booking, the charges may be directly subject to be debited on the User's credit card, or the user may be required to place an additional service order via the site.

The User guarantees that the Company has the required permission to use the payment method selected at the time of confirmation of booking and that the credit card gives access to sufficient funds to cover all costs resulting from payment of the price on the Site. In case of refusal from the bank, the reservation will be canceled automatically and the User will be notified by email. The data recorded by the Company constitutes proof of all transactions between the Company and the User. The User irrevocably accepts that the User's credit card is charged the amount corresponding to the price due to the Company.

LINKS AND FRAMING

BnB Sitter makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of Web sites accessible by hyperlink from this Web site, or Web sites linking to this Web site.

WEBSITE DISCLAIMER

BnB SITTER SHALL DEVELOP AND OPERATE THE SITE WITH REASONABLE SKILL AND CARE AND HAS REASONABLE SECURITY PROCEDURES IN PLACE.

Except as set out above, BnB Sitter provides no warranties with regard to the Site. BnB Sitter and its software suppliers shall not be liable to the User by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of these Terms and Conditions, for any direct, indirect, special, or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of BnB Sitter, their employees or agents or otherwise) which arise out of or in connection with the Site or its Use (whether in contract, delict or otherwise).



GOVERNING LAW

This Site is a South African based web site. These Terms and Conditions shall be governed and construed in terms of the law of the Republic of South Africa and the jurisdiction of the Cape High Court shall govern any action arising from these Terms and Conditions and/or the Use of this Site. BnB Sitter chooses as it's domicilium citandi et executandi as No 9 Yeoville Road, Vredehoek, 8001 Cape Town.

DISPUTES

The User and BnB Sitter ("the Parties") irrevocably agrees that any dispute whatsoever arising from these Terms and Conditions shall be settled according to the following procedure:

- the Parties shall firstly utilise their best efforts to attempt to settle the dispute amicably between them by negotiation. This entails that the one party invites the other in writing to a meeting to attempt to resolve the dispute within thirty (30) days from the date of written invitation;
- should such negotiation fail to resolve the dispute, the Parties irrevocably agree that the dispute shall be referred to administered mediation upon the terms set by the Arbitration Foundation of South Africa ("AFSA") Secretariat;
- should the mediation fail to resolve the dispute, the Parties irrevocably agree that the dispute shall be finally settled by arbitration. The arbitration proceedings shall be conducted according to the AFSA arbitration rules before:

o a single arbitrator appointed in terms of those rules in the event that the amount in dispute is less than one million rand; or

o three arbitrators appointed in terms of those rules in the event that the amount in dispute is equal to or greater than one million rand.

The venue of the arbitration shall be Cape Town, South Africa.

The arbitrator:

- shall have regard to the desire of the Parties to dispose of such dispute expeditiously, economically and confidentially;
- shall be obliged to provide written reasons for his decision.

The Parties irrevocably agree that the decision in the arbitration proceedings:-

- shall be final and binding on the Parties;
- shall be carried into effect;
- may be made an order of any court of competent jurisdiction.



The arbitrator shall make an award in respect of the costs of the arbitration having regard to the substantial success of each Party in the outcome of the proceedings.

The Parties agree that:

- the nature of any dispute arising from this agreement; and
- the resolution thereof in terms of this clause which shall include any testimony and/or evidence presented in terms of the provisions of this dispute resolution clause; and
- any settlement agreement in terms of this clause as well as any arbitration award, shall be considered Confidential Information. This clause shall not preclude either Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the outcome of the negotiations, mediation or decision of the arbitrator as the case may be from time to time.

The provisions of this clause will continue to be binding on the Parties notwithstanding any termination or cancellation of this Agreement.

SECURITY AND PRIVACY

The bnbsitter.co.za web site is secured using a Digital Certificate. This verifies our site's identity for you. It ensures that all information you send to us via the World Wide Web will be encrypted using proven mechanisms (https), and so cannot be intercepted by a third party. This is indicated by a closed lock icon in your browser window, and a web address that starts with https://.

Your credit card details are treated as highly confidential with the highest security and no credit card details are stored on the website.

For your security, we recommend that you keep your login name and password secret. If you think that your password may have been compromised, log in and change it. After recovering a lost password by any method, we recommend that you change your password.

Your details will not be given out to any third party, except of course when you make a purchase, when we must send your credit card details and purchase amount to the bank, and purchase amount to the Service Provider.

PAYMENT OPTIONS / CURRENCY ACCEPTED

Payment may be made via VISA, MasterCard or Diners credit cards, and certain Debit cards. The transaction currency is in South African Rand (ZAR).

VARIATION



BnB Sitter may, in its sole discretion, change these terms and conditions or any part thereof at anytime without notice.

VOID

If one or more provisions of these Terms and Conditions are held invalid or declared as such under any law, regulation or from a definitive decision of a competent jurisdiction, the remaining provisions of these Terms and Conditions remain in full force and effect. If appropriate, the Company agrees to immediately remove and replace the clause with a legally valid clause.

FORCE MAJEURE

Any event beyond the control of the Company and any event against which the Company could not reasonably guard are cases of force majeure and therefore, the obligations of the Company are suspended, such as but are not limited to: a strike or a technical failure (Eskom, telecommunications operators, Internet service providers or providers of accommodation, Registrar, etc.), a shortage of power supply (such as electricity), a malfunction of the electronic network communication on which the Company depends, and/or a malfunction of networks that would replace the original. The Company will not be liable or be deemed to have breached its obligations under these Terms and Conditions for any inability to perform in a case of force majeure as defined by the legislated and jurisprudential law, provided that the Company on the one hand, notifies the other party, and on the other hand, tries to minimize the damage to the best of its ability and responds as fast as possible to its obligations after the case of force majeure. In case where such an event takes place, the Contract is suspended for a period of thirty (30) days after the occurrence of the force majeure. During this period, the Company is committed to finding an alternative solution. If after fifteen (15) days of discussions with the Users and no solution is found, the Terms and Conditions in the present Terms and Conditions shall then be resolved or automatically canceled without paying any compensation.

CONTACT US

For general enquiries about the company and services provided, contact hello@bnbsitter.co.za

For specific service inquiries, contact support@bnbsitter.co.za. BnB Sitter's support policy is to only contact the User on request. If you would like BnB Sitter to phone you please email a "please phone me request" to



support@bnbsitter.co.za and BnB Sitter will phone you within 24 hours.

The profile and the contact of the selected Bnb Sitter will be sent by email to the User. The BNB Sitter may directly contact the Guest to ensure up-to-date and secure communication. As such, the User expressly authorises the Company to inform the BNB Sitter of his or her profile and contact information (relevant information of the Host and the Services to be implemented for the Guest), as well as the contact information of the Guest. This is to facilitate communication among the Host, the Bnb Sitter and the Guest under the conditions of this section, and to facilitate the satisfactory implementation of the ordered Services. The Host will be informed directly by the Bnb Sitter through the Site or by email or SMS, of the updates on the implementation of the Services.