

E-Commerce and Website Usage

Website Terms and Conditions of Use Relating to www.vrs.co.za

These Terms and Conditions (“the Terms and Conditions”) govern your (“the User”) use of the Managing Agent’s (“Provider”) Website located at the domain name www.vrs.co.za (“the Website”). By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. The User may not access, display, use, download, and/or otherwise copy or distribute Content obtained on the website for marketing and other purposes without the consent of the Provider.

Electronic Communications

By using this Website or communicating with the Provider by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.

E-Commerce & Privacy

The Website www.vrs.co.za provides members and/or shareholders with additional means to effect payment(s) in terms of their respective Timeshare and/or Share Block related agreement(s) via an online platform. The use of any product or service stipulated on this Website is at the User’s and/or member’s and/or shareholder’s risk. The User and/or member and/or shareholder indemnifies and holds the Provider harmless against any loss, injury or damages which may be sustained as a result of effecting payment(s) concerning their respective Timeshare and/or Share Block related agreement(s) via the Website.

The private information required for executing payment(s) through the E-commerce facility, namely the User’s personal information and credit card details, delivery address and telephone numbers will be kept in the strictest confidence by the Provider and not sold or made known to third parties. Only the necessary information relating to the payment(s) will be made known to the member’s and/or shareholder’s Club and/or Share Block. Credit card details are not kept by the Provider under any circumstances.

The Provider cannot be held responsible for security breaches occurring on the User’s electronic device (Personal Computer or other electronic device used to browse the Website), which may result due to the lack of adequate virus protection software or spyware that the User may inadvertently have installed on his/her device. The Provider will provide all relevant information relating to any payment(s) made to the member’s and/or shareholder’s respective Timeshare and/or Share Block once same has been effected.

Online Payment – TradeQuest (Hyphen) Platform

All online credit card payments are processed by the TradeQuest (Hyphen) Platform. Card Holders may go to <https://www.hyphen.co.za/solutions/ecommerce-services/> to view their security policies.

Refund and Cancellation Policy

No products or services relating to Timeshare and/or Share Block can be purchased and/or acquired and/or cancelled by any member and/or shareholder via this website. Any payment(s) made using the facilities made available in this website will solely be towards payment(s) which is due or will become due following from Timeshare and/or Share Block agreement(s) already concluded.

Any payment(s) incorrectly made and/or any query relating to payment(s) and/or refund(s) and/or cancellation of payment(s) request(s) must be referred to the Correspondence Department or Property Admin Department, depending on the whether he/she is a member or shareholder, of the Provider who will assist with the necessary with immediate effect. Documentation relating to refunds will be provided upon request. Upon receipt of refund documentation, refunds will be made within a 30 (Thirty) days period.

Any queries of member(s) of Clubs relating to the aforementioned must be referred to the Correspondence Department via telephone (012) 492 1230 or E-mail to correspondence@vrs.co.za Any queries of shareholder(s) of Share Block(s) relating to the aforementioned must be referred to the Property Admin Department via telephone (012) 492 1232 or E-mail to propertyadmin@vrs.co.za

Delivery and Pricing (ZAR) Policy

No products or services relating to Timeshare and/or Share Block can be purchased and/or acquired and/or cancelled by any member and/or shareholder via this website, subsequently no delivery will ever occur following any actions(s) taken on this website by the User.

Any payment(s) made using the facilities made available on this website will solely be towards payment(s) which is due or will become due following from Timeshare and/or Share Block agreement(s) already concluded. The management fees and/or levies payable by the members and/or shareholders of the Club(s) and/or Share Block(s) will be determined on an annual basis in accordance with the Property Timesharing Control Act and/or Share Blocks Control Act and other legislation relevant to the industry and invoices will be issued in that regard.

Updating of these Terms and Conditions

Provider reserves the rights to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions on the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

Copyright and Intellectual Property Rights

Provider provides certain information on the Website. Content currently or anticipated to be displayed on this Website is provided by Provider, its affiliates and/or subsidiary, or any other third party owners of such content ("the Content"). All such proprietary works, and the compilation of the proprietary works, are copyright of the Provider, its affiliates or subsidiary, or any other third party owner of such rights ("the Owners"), and is protected by South African and international copyright laws. The Providers reserve the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any times and without notice. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and Conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

Limitation of liability

The Website and all Content on the Website, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors. The Owners make no warranty or representation as to the availability, accuracy or completeness of the Content. Neither Provider nor any holding company, affiliate or subsidiary of Provider, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, even if Provider is expressly advised thereof.

In no event shall the Provider nor any holding company, affiliate or subsidiary of Provider and/or their respective suppliers be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, the use of this website or with the delay or inability to use this Website or for any information, software, products, and services obtained through this Website, or otherwise arising out of the use of this whether based on contract or delict, even if the Provider, the holding company, affiliate or subsidiary of Provider and/or their respective suppliers have been advised of the possibility of damages.

Privacy: casual surfing

The User may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. Provider uses this information to determine use of the Website, and to improve Content thereon. Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

Verification

The User acknowledge and agree that the Provider shall be entitled to verify the authenticity of any communication transmitted to it via the internet.

The User agree that all communications purportedly sent from the User via the internet, and which communication may as a result of, inter alia, interception, equipment malfunction, the distortion of communication links or any other reason whatsoever, differ from the details actually sent or given, or communications not emanating with the User's consent shall be deemed to have been given by the User in the form received by the Provider and the User agree to be bound by such details and to indemnify the Provider from any liability with regard thereto.

The User is waiving all rights he/she may have or obtain against the Provider arising directly or indirectly from any loss or damage of whatsoever nature which the User may suffer as a result of the fact that the Provider acts on the User's instructions or instructions purported to emanate from the User. The User agree to and hereby indemnify the Provider against any and all claims, liabilities, losses, costs, fines, damages and expenses incurred (whether directly or indirectly) by the User, arising as a result of the fact that the Provider has acted on the User's instructions or instructions which purport to emanate from the User.

Choice of Law

This Website is controlled, operated and administered by Provider from its offices within the Republic of South Africa. The User may not use this Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the North Gauteng High Court in the event of any dispute. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect.

External Links

External links are provided which will allow you to visit the sites of third parties. These links are for your convenience and the inclusion of hyperlinks to such websites does not imply endorsement or association and no representation is made as to the integrity of their content and/or the quality and acceptability of the products or services offered. Use or reliance on any external links provided is at the User(s) own risk. When visiting external links you must refer to the relevant website's terms and conditions of use. The User shall not create any hyperlinks to this website without the prior written consent of the Provider.

The User should research and assess the risks which may be involved in accessing and using any software on the internet before using it and the Provider will not be liable for claims for loss or damage arising from the User's use of or of information gained from or from accessing any such linked sites.

General

The User warrant that the details of every instruction and all information given by the User to the Provider shall be accurate, true and correct.

The Provider 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.

TradeQuest (Hyphen) Platform

All online payments are processed by the TradeQuest (Hyphen) Platform.

Consumers may go to <https://www.hyphen.co.za/solutions/ecommerce-services/> to view their security policies.