

# Terms of Use

## **COPYRIGHT**

The content of this website is subject to copyright protection. Reproduction of the content, or any part of it, other than for educational purposes or personal use, is prohibited without prior consent from Wilcon Midnel Joint Venture CC t/a The Orion Guesthouse (The Orion Guesthouse).

## **DISCLAIMER**

The information provided in this website is for general guidance only. The information is not intended to constitute expert advice and you use it at your own risk. The Orion Guesthouse accepts no responsibility or liability for damages arising from the use of the information.

If expert advice is required, you should contact us directly.

## **TERMS & CONDITIONS OF USE**

### **1. Introduction**

1.1 These terms and conditions (“the Terms and Conditions”) are binding on all persons that access the [www.theorion.co.za](http://www.theorion.co.za) website (“the Website”) without qualification or exception. By entering the Website, the person accessing the Website (“the User”) agrees to be bound by and shall be deemed to have accepted these Terms and Conditions, which the User acknowledges to have read and understood. If the User does not agree to any of the Terms and Conditions, the User may not enter, view or make use of the Website.

1.2 The Orion Guesthouse may from time to time amend these Terms and Conditions without notice to the User. The User’s continued use of the Website shall constitute the User’s agreement to the amended Terms and Conditions.

### **2. Intellectual Property**

The Website is owned by The Orion Guesthouse and the User acknowledges that The Orion Guesthouse or its licensors are the proprietors of all intellectual property subsisting in, pertaining to or used on the Website, including, without limitation, copyright, trademarks, patents, inventions, goodwill, and trade secrets (“the Intellectual Property”).

### **3. Website Use**

3.1 The User may not, without The Orion Guesthouse’s written prior consent, use, reproduce, adapt, distribute, publish or in any other way deal or interfere with the Intellectual Property or the Website content.

3.2 The User shall not infect the Website with viruses, worms, ‘trojan’ or any other code that has malicious, contaminating, or destructive properties nor shall the User damage, interfere with or intercept any data or information contained on the Website.

3.3 Access to these Website is made available for information purposes only. No content, information, statement, or opinion on this Website should be construed as legal advice. The User should consult an expert if it seeks advice.

3.4 The Orion Guesthouse reserves the right to make any changes to the Website and its content and/or services offered through the Website at any time and without notice.

- 3.5 The Website may contain links to other websites. The Orion Guesthouse has no control over such websites, does not review their content and will not be liable for their content or accuracy. The User accesses such websites at the User's own risk and discretion.
- 3.6 The User may not link to this Website without The Orion Guesthouse's prior written consent.

#### **4. No Warranties or Liabilities**

- 4.1 The Orion Guesthouse makes no warranties, whether express or implied, in regard to the Website, the content, accuracy or availability. Without limiting the aforesaid, The Orion Guesthouse does not warrant that the Website or any files that may be downloaded from it are free of viruses, worms, 'trojan horses' or any other code that has malicious, contaminating or destructive properties.
- 4.2 The User assumes all responsibility and risk for the use of the Website. The Orion Guesthouse shall not be liable for any loss, injury, damage, cost, penalty, or claim resulting from the use of the Website, whether direct or indirect, and whether or not The Orion Guesthouse has been advised of or has knowledge of the possibility of such loss, injury, damage, cost, penalty or claim.
- 4.3 The User hereby indemnifies The Orion Guesthouse and holds it harmless against any and all liability, loss, damage, penalty, cost or claim of whatsoever nature suffered by any third party in relation to any act or omission by the User in relation to the Website and the use thereof by the User, and/or arising from the provisions of these Terms and Conditions.

#### **5. Privacy Policy**

- 5.1 Certain information regarding the User can be obtained automatically as the User navigates through the Website. This includes but is not necessarily limited to the User's internet protocol address, internet browsing software and domain. This assists The Orion Guesthouse to manage the Website and provide functionality. The Orion Guesthouse may use this information for internal purposes but will not provide it to any third parties.
- 5.2 The User may provide The Orion Guesthouse with the User's personal information. The User consents to The Orion Guesthouse using such information for the purpose for which it is disclosed, and The Orion Guesthouse will not make it available to third parties without the User's consent.
- 5.3 By requesting or indicating that the User would like to receive The Orion Guesthouse's newsletter or any other newsletter which can be requested on the Website, the User consents to The Orion Guesthouse sending to the User such newsletter and any other information or material which The Orion Guesthouse deems may be of interest to the User.

#### **6. Governing Law**

The Terms and Conditions and the User's use of the Website shall be governed by and construed in accordance with the laws of the Republic of South Africa. The User irrevocably and unconditionally consents to the jurisdiction of the courts of the Republic of South Africa in regard to all matters arising from these Terms and Conditions or the User's use of the Websites.