

Terms and Conditions

1. Introduction

1. This page states the terms and conditions under which you may use the website, www.27cluver.co.za (the "**Website**").
2. The Website is made available to you by Canon Cave Properties (Proprietary) Limited, registration number 2014/268304/07, a limited liability private company duly registered in the Republic of South Africa, including its subsidiaries and holding companies from time to time) (referred to as "**27Cluver**", "**we**", "**us**" and "**our**") ("**Terms and Conditions**").

2. Contact us

1. The Website is controlled by 27Cluver. Should you have any queries or comments about the Website or our Privacy Policy you may contact us at:
 1. **our physical address:** Suite 2, Harbour View, Harbour Road, Port Alfred, Eastern Cape, 6170;
 2. **our postal address:** Same as above;
 3. **our email address:** info@27cluver.co.za; or
 4. **our contact number:** +27 87 183 6127.

3. Terms of use

1. These Terms and Conditions are binding and enforceable against all individuals and/or entities (referred to as "**you**"; "**your**" or "**user**") that access or use the Website, or any part thereof.
2. By using the Website you will be regarded as having read these Terms and Conditions and agree to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, you must not use the Website.

4. Changes and amendments to these terms and conditions

1. 27Cluver reserves the right to change the information displayed on the Website including these Terms and Conditions at any time without notice to you.
2. It is your responsibility to visit the Website periodically to review the Terms and Conditions to which you are bound.

3. The new terms will be effective immediately when they are posted on the Website and, by continuing to access or use the Website, you will be deemed to have accepted the new terms (as published on the Website).

5. Copyright and intellectual property

1. The Website (and all related pages) including, but not limited to, pictures, photographs of properties used on the Website, any content, software, text, graphics, trade names, logos, trade-marks, designs and service marks or any other material contained in or electronically distributed on the Website (collectively referred to as the "**Website Content**") are protected by law, including but not limited to copyright and trade mark law (whether in South Africa or elsewhere in the world where the Website is accessed and/or used).
2. The Website, including the Website Content, is the exclusive property of 27Cluver.
3. **You understand that any reproduction of the Website Content by you or any third party in any manner whatsoever is strictly prohibited.**
4. You will not / may not:
 1. acquire any right, title or interest in or to the Website and/or Website Content;
 2. make a permanent copy of or reproduce this Website and/or the Website Content in any form whatsoever;
 3. reproduce or incorporate this Website into any other website; and
 4. frame this Website without the express written consent of 27Cluver.
5. You may only print, display or download temporary copies of the Website Content to your computer for your own personal **non-commercial use**.
6. Any use, distribution or reproduction of the Website Content is prohibited (unless you are expressly authorised to do so by 27Cluver in writing). To obtain permissions for the commercial use of any Website Content you must contact us at info@27cluver.co.za prior to such use.
7. Where any of the Website Content has been licensed to 27Cluver or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party may impose on you from time to time and you agree to comply with such third party terms and conditions. You acknowledge that it will be your responsibility to familiarise yourself with such third party terms and conditions.

6. Links to third party websites

1. This Website may from time to time contain hyperlinks or reference to third party websites, news, advertisements or reviews (collectively "**third party links**") independently published and over which 27Cluver has no control. These Terms and Conditions do not apply to such third party links.
2. The presence of any third party link on the Website is for your convenience only. Any such link does not mean that 27Cluver endorses it or has any association with the proprietor of such third party links.
3. **Notwithstanding the fact that the Website may refer to or provide third party links, your use of such third party links is entirely at your own risk and we assume no responsibility for any loss, expense, claim or damage whatsoever, whether direct, indirect or consequential, arising from your use of such third party links or your reliance on any information contained thereon.**

7. Interruptions and omissions

1. Whilst we take every care to ensure that the standard of the Website remains high and to maintain the continuity of it, you acknowledge that the Internet is not always a stable medium, and errors, omissions, interruptions of service and delays may occur at any time. As a result, we do not accept any ongoing obligation or responsibility to operate this Website (or any particular part of it).
2. **You agree that 27Cluver will not be liable to you in any manner whatsoever in the event that it chooses to suspend, modify or terminate the Website.**

8. Privacy and protection of personal information

1. Personal information is crucial to the running of 27Cluver's business and is one of its most valuable business tools. 27Cluver respects and values the security and privacy of your personal information and follows security procedures when storing and disclosing your personal information to prevent unauthorised access to such information.
2. You agree that we may collect, store and use certain personal information about you in accordance with our Privacy Policy.

9. Cookies

1. To make your experience visiting the Website as simple and convenient as possible we use "*cookies*". The Website uses first-party cookies and second-party cookies and

other similar technologies for measurement, data analysis, and personalisation of the Website so that 27Cluver can better serve you with more customised information when you return to the Website.

2. "Cookies" are small text files containing small amounts of information which are downloaded to your device when you visit a website. "Cookies" are sent back to the originating website on each subsequent visit, or to another website that recognises that cookie. "Cookies" are useful as they allow a website to recognise your device. "Cookies" thus recognise repeat users, facilitate the user's on-going access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and content. "Cookies" can thus be used to enhance your interactive experience and generally improve the Website.
3. If you do not want your information to be collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature and which notify you when you are sent a "cookie", giving you the chance to decide whether or not to accept it. You can read more about cookies at www.allaboutcookies.org. **If you do accept the use of "cookies" or fail to deny the use of "cookies", you consent to 27Cluver's use of any of your information collected by 27Cluver using "cookies"**. Such use shall be limited to use for marketing, compiling statistics and to provide you with better access to the Website.

10. Invalidity

1. If any part of these Terms and Conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

11. General Provisions

1. These Terms and Conditions are governed by the laws in force in the Republic of South Africa.
2. 27Cluver may legally assign any of its rights and obligations under these Terms and Conditions at any time without giving you notice.
3. You agree that you shall only use the Website for lawful purposes and shall not in any manner whatsoever modify, distribute or exploit the Website Content of without 27Cluver's prior written consent. You also agree that you shall not abuse or misuse the Website or the Website Contents in any manner whatsoever.