



GOLFTIMESA WEBSITE TERMS AND CONDITIONS

THE USE OF THE GOLFTIMESA WEBSITE IS SUBJECT TO THESE TERMS AND CONDITIONS.

ACCESSING AND USING THE GOLFTIMESA WEBSITE OR ANY PART THEREOF IMPLIES THAT YOU ("**USER**") AGREE TO THE TERMS AND CONDITIONS BELOW.

For ease of reference, the breakdown of the applicable Terms and Conditions (click on any of the following headings to be transferred to the specific clause):

- | | | |
|--|---|--|
| 1. Definition | 6. Privacy and protection of personal information | 10. Refund / Cancellation Policy |
| 2. About us | 7. Security, User Login account and Passwords | 11. Payment |
| 3. Allowed Use | 8. Limitation of Liability | 12. Termination |
| 4. Intellectual Property | 9. Agreement | 13. Breach |
| 5. Further Disclosures | | 14. General |
| | | 15. Law and Jurisdiction |

1. DEFINITIONS

- 1.1 "the **GolfTimeSA website**" means the GolfTimeSA website and all its pages and content, owned and operated by Golf Time Online (Pty) Ltd and located at <http://www.golftimesa.co.za>;
- 1.2 "**GolfTimeSA**" means Golf Time Online (Pty) Ltd with registration number 2005/015371/07 and includes its affiliates;
- 1.3 "**content**" means, but not limited to text, graphics, icons, links and other similar material on the website;
- 1.4 "**ECT Act**" means the Electronic Communications and Transactions Act 25 of 2002;
- 1.5 "**Intellectual Property**" means copyright (including but not limited to literary-, artistic-, musical- work, photograph, sound recording, computer programs, artistic works), patents, trademarks (incl. domain names, meta tags), confidential information, trade secrets.

2. ABOUT US

- | | |
|---|--|
| 2.1 Company name: Golf Time Online (Pty) Ltd trading as GolfTimeSA; | 2.7 Tel : +27(12) 6652279 |
| 2.2 Registration number: 2005/015371/07 | 2.8 Fax : +27(12) 665 2284 |
| 2.3 VAT number: 4930227345 | 2.9 Helpline for purposes of the GolfTimeSa website: Tel - 0861 114 362 |
| 2.4 Directors : Dereck Davidson, Philip Stander and Dave Usendorff; | 2.10 Email : support-gtsa@golftimesa.co.za (email address you can use for questions or problems with regard to the GolfTimeSA website) |
| 2.5 Physical Address : San Lameer Building, The Greens Office Park, Charles de Gaulle Blvd, Highveld, Centurion, 0169; | 2.11 Website address : www.golftimesa.co.za |
| 2.6 Postal Address: P.O. Box 67536, Highveld, Centurion, 0169, South Africa; | 2.12 Type of Business : Real Time Online Golf Tee Time booking Facility and related services. |

For more information about us – [click here](#)

3. ALLOWED USE OF THE GOLFTIMESA WEB SITE

- 3.1 GolfTimeSA hereby grants the User a non-exclusive, non-transferable license, subject to the conditions, to:
 - 3.1.1 View / browse the GolfTimeSA website;
 - 3.1.2 Use for personal and non-commercial purposes to make legitimate Golf Bookings at a selected Golf Club via the GolfTimeSA website in accordance with the terms and conditions below;
 - 3.1.3 Copy, download and print the content of the GolfTimeSA website for purposes of executing or with the intention to execute an electronic transaction between yourself and GolfTimeSA, which acts as a conduit between yourself and the selected Golf Club;
- 3.2 **License conditions:**
 - 3.2.1 Other than as agreed to above, the User may not use, copy, adapt or modify the content or any part thereof or frame, "mirror", data-mine or cache the GolfTimeSA website or reverse engineer, copy, modify, download, distribute,

- decompile or create a derivative work of the software, or any part thereof without prior written permission from GolfTimeSA. For any re-use or distribution of the content, you must make clear to others the terms and conditions applicable to the content available from the website;
- 3.2.2 User may not sublicense any of the content available from the website. User must keep intact all notices that refer to this License and to the Limitation of Liability hereunder;
- 3.2.3 User may not assign, transfer or sublicense the rights pursuant to this Agreement. Users may allow other members of User's household to use this website under User's name or account, provided that User hereby agrees to pay all charges that may be incurred as a result of their usage of the GolfTimeSA website;
- 3.2.4 User agrees to supervise all usage by minors (younger than 18 years of age) of this website under User's name or account;
- 3.2.5 In all of the aforesaid Licensed Rights, GolfTimeSA must be acknowledged as the source of the material and the GolfTimeSA's contact details must be reflected accordingly;
- 3.2.6 User is not allowed to make false, speculative or fraudulent booking request(s);
- 3.2.7 User may not use the GolfTimeSA website's communication facilities for purposes of unsolicited communications ("Spam") or to send or publish any content that is in violation of any law or that are obscene, defamation, racist or offensive of nature or may result in the infringement of intellectual property;
- 3.2.8 The User's fair use and other rights are in no way affected by the above;

3.3 Hyperlinks to and from GolfTimeSA website

- 3.3.1 This Web site may contain links to other websites operated by third parties. GolfTimeSA do not endorse, or approve of the operators and / or owners of Third Party Web Sites, or operate or control in any respect any of the information, graphics and material on those Third Party Web Sites or guarantee that the website will be operation at all times;
- 3.3.2 Links to third party websites are included solely for the convenience of Users. The User therefore assumes sole responsibility for the use of a third party website
- 3.3.3 GolfTimeSA makes no warranties or representations:
- 3.3.3.1 regarding the quality, accuracy, reliability, legality, merchantability or fitness for purpose of Third Party Web site content or products or services available through Third Party Web Sites; or
- 3.3.3.2 that Third Party Web Site content does not infringe the intellectual property rights of any person. GolfTimeSA is not authorising or endorsing or otherwise condoning the reproduction of Third Party Web Site content by linking to it.
- 3.3.4 GolfTimeSA expressly disclaims acting in any respect on behalf of Third Party Web Site operators and / or owners. Please note that third party sites may be subject to their own terms of use and privacy policies different from those of this site;
- 3.3.5 Hyperlinks to the GolfTimeSA Web Site will be allowed, subject to the following conditions:
- 3.3.5.1 Submit request to hyperlink to GolfTimeSA, reflecting the details of your organisation and particular website that will host the hyperlink to GolfTimeSA website;
- 3.3.5.2 On acceptance of your request you will receive a Linking Agreement to be signed and submitted to GolfTimeSA. On receipt of this agreement we will forward you the necessary hyperlinks, logo(s), slogans etc.;
- 3.3.5.3 All hyperlinks to link to the GolfTimeSA website must link to the Homepage. Links beyond the GolfTimeSA home page may only be used with GolfTimeSA's prior written consent.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 The Intellectual Property available on the GolfTimeSA website or obtained via the interaction between itself and the Users are the property of - or license to GolfTimeSA and may not be utilized outside the licensed terms as set out under these terms and conditions;
- 4.2 E-mail addresses, names, telephone numbers and fax numbers published on the GolfTimeSA website may not be incorporated into any database used for electronic marketing or similar purposes. The presentation of such details is no "opt-in" / permission from GolfTimeSA to utilise same.
- 4.3 GolfTimeSA would be pleased to consider requests for permission to disseminate or use GolfTimeSA content outside the scope of the license terms set out under above, provided that our written approval is obtained in advance. To obtain approval please contact us at: support-gtsa@golftimesa.co.za or on 0861 114 362

5. ADDITIONAL INFORMATION TO THE USER AS CONSUMER

Further disclosure requirements to the User as consumer:

- 5.1 Full price of goods or services available from GolfTimeSA:
- 5.1.1 **Registration and Access:** Free
- 5.1.2 **Golf Bookings :** A fixed booking administration fee may be charged for each on-line booking made or for a visitor making a booking at a GolfTimeSA kiosk. The payment of this fee is dependent on the decision of the selected affiliated Golf Club to collect such a booking administration fee. The fee is determined from time to time by GolfTimeSA and is presented to the User when making the booking request clearly indicating those Golf Clubs at which such a booking fee is payable;
- 5.2 To view the services available from GolfTimeSA website – [click here](#);
- 5.3 You can view or print a full record of the transaction that you may have executed by using the GolfTimeSA website. A transaction will be maintained for a period of twelve months after the conclusion of the transaction on the GolfTimeSA website;
- 5.4 To lodge complaints e-mail: support-gtsa@golftimesa.co.za or use any of the contact details available on the GolfTimeSA website under '[Contact Us](#)' to inform us of your complaint.

6. PRIVACY AND PROTECTION OF PERSONAL INFORMATION

- 6.1 We value your [personal information](#) and intend to give you as much control as possible over your personal information;

6.2 The purpose of this statement is to set out how we use Personal information that we may obtain about you. By either registering as a User of any services provided by GolfTimeSA on the GolfTimeSA website and by using the GolfTimeSA website generally you agree to the following use:-

6.3 Use of your Personal Information

- 6.3.1 When you register on GolfTimeSA website, utilise the services or use / browse the GolfTimeSA website we may collect, store and use your personal information or any other additional information for purposes as set out below;
- 6.3.2 We may use personal information or any other requested information that the User provides or that is obtained by us:
- 6.3.2.1 To fulfil our agreement with User;
 - 6.3.2.2 To register User with our website and to administer our website services;
 - 6.3.2.3 To identify User when accessing and utilising the GolfTimeSA website;
 - 6.3.2.4 To ensure that User's requested services are delivered;
 - 6.3.2.5 for assessment and analysis of non-personal statistical information to enable us to review, develop and improve the services which we offer that will enable us to communicate with User and other customers such relevant information;
- 6.3.3 If User do not wish to receive information with regard to GolfTimeSA services, Supplier information or other useful information, then please do not tick the opt-in box(es) available prior to submitting User registration request;
- 6.3.4 If User has registered and ticked the opt-in boxes to receive further information but subsequently wish to be excluded from GolfTimeSA communications, then User should either:
- 6.3.4.1 Submit an email to support-gtsa@golftimesa.co.za with subject heading '*unsubscribe from communications*';
 - 6.3.4.2 Call Service Contact at Tel: 0861 114 362 and advise GolfTimeSA to exclude User from database; or
 - 6.3.4.3 Click on the hyperlink to be provided at bottom of each communication from GolfTimeSA;
- 6.3.5 User's selection not to receive further information will not affect the User's receipt of offers and communications that were processed prior to the User's subsequent election and will also not terminate the User's membership at GolfTimeSA;
- 6.3.6 GolfTimeSA retains all rights to non-personal information collected and compiled by GolfTimeSA.

6.4 Disclosure of User Information

- 6.4.1 We may give information about the User to the following, who may use it for the same purposes as set out above, excluding direct communications with you as set out under clause for assessment and analysis of non-personal statistical information to enable us to review, develop and improve the services which we offer that will enable us to communicate with User and other customers such relevant information:
- 6.4.1.1 to employees and agents of GolfTimeSA to administer, including delivery, any accounts, products and services provided to you by GolfTimeSA now or in the future;
 - 6.4.1.2 agents who (on our behalf) profile your data so that we may tailor the goods/services we offer to your specific needs;
 - 6.4.1.3 to anyone to whom we transfer or may transfer our rights and duties under our agreement with you;
 - 6.4.1.4 to the relevant registered Golf Clubs;
 - 6.4.1.5 if we have a duty to do so or if the law allows us to do so.
- 6.4.2 No log-in names or passwords will be disclosed to any third party, except those third parties responsible for the execution of the GolfTimeSA website log-in facility;
- 6.4.3 Occasionally third parties may provide storage services to GolfTimeSA. In those circumstances those third parties shall be required to enter into a Non Disclosure Agreement on no less stringent terms than found in this privacy statement and to process and protect your data solely in accordance with our instructions;
- 6.4.4 The user has a right to see its [personal information](#) that we keep about the User, either via the GolfTimeSA User account access or upon receipt of a written request and payment of a fee (See Promotion of Access to Information Act 2 of 2000). If the User is concerned that any of the information we hold on him/her is incorrect please contact GolfTimeSA immediately.

6.5 Cookies

- 6.5.1 Cookies may be used by us to understand the Users of our website better. Cookies allow us to understand who has seen which pages and advertisements, to determine how frequently particular pages are visited and to determine the most popular areas of our website. Depending on the type of cookie we use, cookies also allow us to make our website more user friendly, for example, permanent cookies allow us to save the User's password so that the User does not have to re-enter it every time the User visits our website;
- 6.5.2 The User can usually adjust its browser so that the User's computer does not accept cookies. If the User does this, the User will still be able to browse around the site but the functions that allow the User to access an existing account or page that requires a username or password, will not be available;
- 6.5.3 Alternatively the User can adjust its browser to tell the User when a website tries to put a cookie on the User's computer. How the User adjust its browser to stop it accepting cookies or to notify the User of them, will depend on the type of internet browser programme the User's computer uses;
- 6.5.4 Please remember, cookies do not contain confidential information such as the Users' home address, telephone number or credit card details. We do not exchange cookies with any third party websites or external data suppliers;
- 6.5.5 The User's browser also generates other information, including which language the site is displayed in, and your Internet Protocol address ("IP address"). An IP address is a set of numbers which is assigned to the User's computer during a browsing session whenever the User log on to the Internet via the User's internet service provider or the User's network (if you access the Internet from, for example, a computer at work). The User's IP address is automatically logged by our servers and used to collect traffic data about visitors to our websites. We do not use the User's IP address to identify the User personally;
- 6.5.6 We only keep cookies for the duration of the User's visit to our website, except where the User save his/her login name as referred to above.

6.6 Security

- 6.6.1 We endeavour to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data you disclose on-line. You accept the inherent security risks of providing information and dealing on-line over the Internet and will not hold us responsible for any breach of security unless this is due to our gross negligence or willful misconduct.

6.6.2 Please take note that GolfTimeSA may send User emails from time to time but we would never send an email asking for your log on details or bank details, or direct User to a web page that asks for this information.

6.7 General

6.7.1 Please be aware that our site may link to other websites which may be accessed through our site. We are not responsible for the data protection - or privacy policies or procedures or the content of these linked websites;

6.7.2 How can I get my name removed for the golftimesa.co.za mailing list?

If you want to be removed from our mailing list, please send an email to support-gtsa@golftimesa.co.za with the words 'remove from mailing list' in the subject line and the email address that you wish to be removed within the email. Please note that it may take up to 20 days to action your request. In addition, each electronic mailing we send you will contain details of how you can un-subscribe;

6.7.3 How do I change any details stored on golftimesa.co.za?

To change any of your registered details on golftimesa.co.za, [click here](#), add your email address and password and click on 'Login' that will transfer you to Member Page where you can amend your details under "Member details";

6.7.4 Contact Us

If you have any comments or queries in connection with our privacy statement, please Email Customer Services at support-gtsa@golftimesa.co.za or call 0861 114 362 or write to GolfTimeSA (see postal address above).

7. SECURITY, USER LOGIN ACCOUNT AND PASSWORD

7.1 Although GolfTimeSA is not obliged to provide security on the GolfTimeSA website we feel it is important that Users information or any communication between Users and GolfTimeSA is dealt with in the most secure manner reasonable possible, however because of the nature of the internet GolfTimeSA can not warrantee that the security of your communication with GolfTimeSA via the website is completely secure;

7.2 To provide adequate security to all Users of the website and to monitor activities prohibited under [section 86](#) of the ECT Act the User hereby agrees to GolfTimeSA right to intercept, monitor, block, read, delete or accesses all data sent to the website or any other GolfTimeSA communication facility, e.g. email, Instant messaging – or fax to email application, subject to conditions as set out under the [Regulation of Interception of Communications and Provision of Communication related information act 70 of 2002](#);

7.3 It is our policy to virus check documents and files before they are posted on this website. However, GolfTimeSA cannot guarantee that documents or files downloaded from this website will be free from viruses and GolfTimeSA do not accept any responsibility for any damage or loss caused by any virus. Accordingly, for the User's own protection, the User must use virus-checking software when using this website. Further, the User shall not post or provide to GolfTimeSA via this website, any document or file that may contain a virus. The User must virus check any document or file which the User intend to post or provide to us via this website. The User hereby indemnify GolfTimeSA, its service providers and affiliates against any possible damages, expenses or losses as a result of delivering computer programs or any other code that may damage this website or the GolfTimeSA or its service provider's infrastructure;

7.4 **Passwords:** Once registered with GolfTimeSA the User will receive a password to login to GolfTimeSA database. The User hereby undertake to keep the password secure and warrant that no 3rd party shall use the GolfTimeSA login facility to, utilising the User's password, and the User further acknowledges that he/she is responsible for ensuring that no unauthorised access to the login facility is obtained using the User's password. The User shall be liable for all such activities conducted pursuant to such use, whether authorised or not.

8. LIMITATION OF LIABILITY

8.1 GolfTimeSA website and all materials found on the website are intended for information purposes and provided "as is" without any warranty, representation, condition, undertaking, or terms of any kind, express or implied, statutory or otherwise, including without limitation, the warranties of merchantability, non-infringement of intellectual property, fitness for a particular purpose or suitability of the information, software or services;

8.2 GolfTimeSA further does not warrant the accuracy or completeness of the information, text, graphics, links or other items contained in the GolfTimeSA website. GolfTimeSA may make changes / amendments to the GolfTimeSA website, the policies, information described in the materials or content of these Terms and Conditions, at any time without notice. GolfTimeSA reserve the right to vary or amend these terms and conditions from time to time. Any changes shall take effect upon posting to this website. GolfTimeSA makes no commitment to update the materials and may discontinue any part of the GolfTimeSA website or services or certain software or version of certain software for the utilisation of the GolfTimeSA website;

8.3 GolfTimeSA and its service providers will not be liable for any special, direct, indirect or consequential damages, expenses or losses whatsoever, including loss of profits or data, any delays, whether in an action in contract or delict, arising out of the use or inability to use the GolfTimeSA website or performance of the GolfTimeSA website or non-performance of the GolfTimeSA website, i.e. GolfTimeSA website not available as a result of 3rd party service providers, maintenance, enhancements, events outside the control of GolfTimesSA or *force majeure* events, even if GolfTimeSA have been advised of the possibility of such damages;

8.4 GolfTimeSA further acts as a conduit / facilitator of Golf Bookings for selected Golf Clubs and shall not be liable for any incorrect bookings or delays as a result of certain actions or omissions of Golf Club management or employees or changes to Golf Club policies or facilities at the selected Golf Club that are off-line and that may affect your booking;

8.5 The User represents and warrant that al personal information provided on registration and thereafter are accurate and valid. GolfTimeSA reserves the right to decline any registration or deactivate the User's account / GolfTimeSA membership at anytime of any User registration information can not be verified or User breach any terms or condition under this Agreement or Golf Club Policy.

9. AGREEMENT AND ECOMMUNICATIONS

9.1 Formation and validity of this GolfTimeSA website agreement

The User agrees that:

- 9.1.1 if the User is not a consumer, the User confirm that the User has authority to bind any business on whose behalf the User uses this website;
- 9.1.2 the User is at least 18 years of age and possesses the legal right and ability to enter into this Agreement and to use this Website in accordance with all terms and conditions herein;
- 9.1.3 all information that are incorporated by using hyperlinks and / or other methods of reference form part of this agreement (see [section 11\(3\)](#) of the ECT Act);

9.2 Formation and validity of the GolfTimeSA Golf Bookings

- 9.2.1 Prices and / or tee times on the GolfTimeSA website constitute an invitation to do business;
- 9.2.2 GolfTimeSA shall take all reasonable efforts to maintain correct prices. However, should errors occur and items / services are placed on the GolfTimeSA website against incorrect prices, GolfTimeSA will not be obliged to provide services at such incorrect prices;
- 9.2.3 Golf Bookings can only be made by registered GolfTimeSA Users. Once a registered User makes a booking, his/her login credentials will be available at the club for kiosk booking request purposes in accordance with the club's definition of regular golfers;
- 9.2.4 The submission of a booking request on the GolfTimeSA website does not constitute an agreement between the User and GolfTimeSA or the selected Golf Club. Bookings made by the User remains a booking request until such time as the User has made payment at the selected Golf Club;
- 9.2.5 The booking request is further subject to the selected Golf Club Booking Policy(ies), available at the top of all Golf Club tee sheets times;
- 9.2.6 GolfTimeSA gives no guarantee that a booking request will be confirmed by a Golf Club as the Golf Club booking acceptance policy(ies) are determined by each Golf Club and are neither dictated nor controlled by GolfTimeSA;
- 9.2.7 Bookings can only be made at Golf Club kiosks by golfers once registered as a GolfTimeSA User;
- 9.2.8 User agrees to be financially responsible for all use of this website, including the use of the User's account by others, such as but not limited to minors;
- 9.2.9 GolfTimeSA reserves its right to refuse or reject a booking request without giving any reasons. GolfTimeSA also reserves the right to cancel booking request as circumstances dictate. GolfTimeSA shall not be liable to refund any monies, for GolfTimeSA does not collect any monies from User upfront;
- 9.2.10 The acknowledgement of receipt of the abovementioned booking request that the User will receive from GolfTimeSA is no automatic acceptance of such booking request;
- 9.2.11 The subsequent confirmation that GolfTimeSA will send the User to confirm a booking request will be valid, at time and place where confirmation is send to User;
- 9.2.12 The booking request does not constitute an electronic transaction with regard to the Green Fees payable on the day of the booked tee time.

9.3 Time and Place of communication, dispatch and receipt

- 9.3.1 [Data Messages](#) sent from GolfTimeSA to the User have been sent from GolfTimeSA's place of business;
- 9.3.2 Data Messages sent from GolfTimeSA to the User is deemed to be received when complete message are outside the control of GolfTimeSA (left the system of GolfTimeSA);
- 9.3.3 Data Messages from the User to GolfTimeSA are deemed to be received by GolfTimeSA only when GolfTimeSA respond thereto. Such acknowledgement further does not give legal effect to that message, unless specifically indicated by GolfTimeSA that it does give legal effect to the Message;

9.4 Expression of intent

- 9.4.1 The User acknowledges that all agreements, authorization or request under this agreement satisfies the "writing" requirement as per [section 12](#) of the ECT Act;
- 9.4.2 For purposes of Electronic Communications between User and GolfTimeSA no Electronic Signature is required; the mere sending of Data Messages or browsing of our website demonstrates your intent to be a party to this agreement;

9.5 Attribution of data messages to originator

- 9.5.1 The User agrees and warrants that the data message sent, from any Computer or device that are owned by the User or the User's employer or programmed by the User or on the User's behalf, to GolfTimeSA was sent by the User or a person that had authority to act on the User's behalf in respect of the data message.

10. REFUND / CANCELLATION POLICY

- 10.1 The services available via GolfTimeSA website can not be cancelled within 7 (seven) days as detailed in section 44 of the ECT Act. Golf and the associate tee times can be classified under two of the exceptions as per sec. 42(2) of the ECT Act, therefore without limiting the scope of section 42(2), therefore no Cooling-off period will be applicable with regard to the booking request that has been confirmed by the selected Golf Club;
- 10.2 Without limiting the aforesaid GolfTimeSA value the Users membership to GolfTimeSA and will allow for cancellations of tee times in accordance with the specific Golf Club cancellation policy as clearly indicated under "Terms & Conditions" before User is allowed to submit a booking request. If cancellation of a tee time is not possible on the GolfTimeSA website, User can only cancel the booking by contacting the selected Golf Club directly;
- 10.3 User must ensure that he/she checks the selected booking request prior to submitting same to GolfTimeSA for the necessary execution. We also recommend that User keeps the confirmation received from GolfTimeSA and present same when arriving at the selected Golf Club for the requested tee time, as User might need it as proof of booking;

11. PAYMENT

- 11.1 All transactions will be processed in South African Rands (ZAR);

- 11.2 GolfTimeSA will not request User credit card details to execute the aforesaid bookings. All Fees as indicated on GolfTimeSA website during the booking request, which includes Green Fees and Administration fees, will be charged against the User or named golfer at the selected Golf Club and paid on day of tee time;

12. TERMINATION

These Terms and Conditions and the User's access to the website may be terminated at any time by GolfTimeSA without notice. All restrictions, disclaimers and limitations of liability by GolfTimeSA will survive termination, however, the User will no longer be authorised to access the website.

13. BREACH

- 13.1 If the User is in breach of the terms and conditions of this website, GolfTimeSA reserves the right to, without prejudice to any rights which it may have in terms hereof or at law, to:

- 13.1.1 order for specific performance and damages;
- 13.1.2 terminate this Agreement and claim damages;
- 13.1.3 Institute criminal procedures where applicable and necessary;

- 13.2 All costs, charges and expenses of whatsoever nature which may be incurred by GolfTimeSA in enforcing its rights in terms hereof including, without limitation, legal costs on the scale as between an attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from you if the above rights are successfully enforced.

14. GENERAL AND MISCELLANEOUS

14.1 Sole record of agreement

These Terms and Conditions constitutes the sole record of the agreement between the User and GolfTimeSA with regard to the subject matter hereof. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

14.2 No amendments except in writing

- 14.2.1 No addition to, variation of, or agreed cancellation of, this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the User and GolfTimeSA; and
- 14.2.2 No data message as defined above, including but not limited to an e-mail, SMS and recorded voice message, sent by User to GolfTimeSA shall amend this agreement or the rights and duties of the parties in any manner, unless such a data message is reduced to paper and signed by the parties;

14.3 Waivers

No relaxation or indulgence, which any party may grant to any other, shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

14.4 Survival of obligations

Any provision under these terms and conditions, which contemplates performance or observance subsequent to any termination, or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

14.5 Severability

If any one or more of the clauses of these terms and conditions shall be declared or adjudged (formally or informally) by competent authority to be illegal, invalid or unenforceable under any law applicable in any jurisdiction in which these terms and conditions is to be performed, including this clause :

- 14.5.1 That clause shall be deemed for all purposes to be severable from all the other clauses of these terms and conditions, which clauses shall continue in force unaffected;
- 14.5.2 The terms and conditions thus continuing shall (subject and without prejudice to any appeal to higher authority as to the status of that clause) exclude the offending clause but, if such deletion substantially affects or alters the commercial basis of these terms and conditions, the terms and conditions, including such provision, shall be amended in such manner as the parties shall in good faith agree which will, while not being void or unenforceable, most nearly achieve the object of the allegedly void or unenforceable provisions.

15. APPLICABLE AND GOVERNING LAW

The law of South Africa and the jurisdiction of the South African courts shall govern this Agreement.

We recommend you print out a copy of these terms and conditions for your future reference.