



TERMS OF SERVICE

By signing up on GoBundu.com or by booking a listing on the website, a Homeowner or customer is automatically deemed to have accepted and agreed to be bound by the following terms and conditions:

1. BOOKING CONDITIONS

GoBundu.com strives to display accurate tax information, but cannot guarantee its correctness or stability over time. Taxes are payable at the rate prevalent when payment is made. Prices shown on the website, including special offers, are guides only and do not constitute firm offers or rate guarantees. This applies to both initial enquiries and final bookings.

All bookings are subject to the relevant Homeowner's conditions. Customers are responsible for reading and understanding these conditions, which are provided at the time of booking. Nothing on this website represents an offer from GoBundu.com or its suppliers.

Homeowners may accept or decline any customer offer. All arrangements are subject to availability until specifically confirmed. GoBundu.com provides no guarantees regarding the availability of any featured arrangements. A booking is only confirmed when the Homeowner accepts the customer's offer and GoBundu.com communicates this acceptance to the customer.

GoBundu.com acts as an intermediary between customers and Homeowners. While we aim to provide current and accurate information, final booking terms are subject to Homeowner conditions and availability. We reserve the right to update our website content and booking processes as needed to reflect current Homeowner policies and market conditions.

2. BOOKING AND CANCELLATION POLICY

Payment terms vary based on the booking date. For arrivals within one month of booking, full payment is due immediately to GoBundu. For arrivals beyond one month, a 50% deposit is required. Bookings for stays between 1 December and 31 January require full payment by 1 November.

Proof of payment must be emailed to accounts@gobundu.com within 48 hours to avoid automatic cancellation. After payment, GoBundu will connect the customer with the Homeowner for direct communication regarding the balance payment and arrival arrangements.

Proforma invoices are valid for 24 hours, and rates may change without notice. The remaining 50% payment is due 30 days before arrival. Failure to provide proof of this payment will result in cancellation.

Cancellation policies vary by Homeowner and are specified on each listing. Some Homeowners may require a refundable breakage deposit.

All bank charges, including those for cash deposits, credit cards, and foreign payments, are the customer's responsibility. Bank charges are non-refundable. Credit card refunds incur a R150.00 service fee.

GoBundu's commission is non-refundable unless the flexible cancellation option is chosen. GoBundu does not accept responsibility for accommodations or trips featured on the website. Any complaints should be directed to the Homeowner or activity supplier.

South African residents booking through GoBundu for travel to foreign countries must provide additional information for bank submissions, including (a) passport copies, (b) flight details, (c) travel purpose (business or pleasure), (d) physical address, and (e) contact numbers and email addresses.

3. ACCESS AND USE OF SERVICE

GoBundu has the absolute right and discretion to discontinue or suspend the website and/or any services related thereto without any notice to the Homeowner or customer. GoBundu has the absolute right and discretion to terminate or suspend a service provided to any Homeowner or customer.

Should GoBundu exercise its right to terminate a Homeowner's account or access to the website, the Homeowner shall remain liable for all payments and/ or commissions due to GoBundu.

4. INTELLECTUAL PROPERTY

The website and domain name are owned by and registered in the name of GoBundu. All intellectual property rights vest in GoBundu and may not be reproduced or appropriated, in whole or in part, without prior written permission of GoBundu.

5. PERSONAL INFORMATION

GoBundu shall take such reasonable steps to ensure the Homeowner and customer's personal information are protected, the meaning of which personal information shall be interpreted in terms of the Promotion of Access to Information Act, No. 2 of 2000.

6. COMPLETION FOR PRESCRIBED FORM IN TERMS OF MOZAMBIKAN LAW

In terms of Law No. 23/2022 of 29 December on the Legal Regime of Foreign Citizens in Mozambique ("the law"), Homeowners are obligated to ensure that customers complete a prescribed form, and to have it stamped once the customer enters Mozambique, either at the border or the police station, failing which, the Homeowner may be imposed a fine by the government.

Go Bundu shall provide the prescribed form to customers to be completed and stamped upon entry into Mozambique, however, it is not GoBundu's responsibility, under any circumstances, to ensure compliance with the law.

Should the Homeowner be imposed a fine as a result of the customer's failure and/ or refusal and/or neglect to comply with the law and to have the prescribed form stamped as aforesaid, the Homeowner shall be entitled to deduct the amount so fined from the customer's breakage deposit. The customer irrevocably agrees that the amount so fined may be deducted from the breakage deposit.

7. LIABILITY AND INDEMNIFICATION

The access and use of the website is at the risk of the Homeowner and customers. GoBundu is hereby indemnified and held harmless against any loss or damages suffered by the Homeowner and/or the customer that may arise through the use of the website, subject to any rights which the Homeowner and/or customer may have in terms of any provision of the Consumer Protection Act, No. 68 of 2008.

The Homeowner and/or customer specifically indemnified GoBundu against all costs, losses and/or damage whether actual, contingent or prospective which may be incurred, sustained or suffered by GoBundu by reason of any breach of any act of parliament, regulation, ordinance and/or by-law on the part of the Homeowner or the customer or their authorized agents.

The Homeowner and/or customer specifically indemnified GoBundu against all costs, losses and/or damage whether actual, contingent or prospective which may be incurred, sustained and/or suffered as a result of personal injuries to, or the death of, any person whomever, including but not limited to the customer, or any injury or damage of whatsoever nature to any property real or personal, caused by a customer, their agent or any other third party in the course of using GoBundu's services or arising therefrom.

Without derogating from the generality of the aforesaid indemnity, should a Homeowner require a refundable breakage deposit, and the breakages and/or fine imposed on the Homeowner, as referred to in clause 6 above, exceeds the deposit amount, GoBundu cannot be held liable for any costs incurred and/or losses suffered by the Homeowner.

8. FORCE MAJEURE

No party shall be held liable for any failure to fulfil their obligations under this agreement if such failure is due to circumstances beyond their reasonable control. These circumstances include, but are not limited to, acts of God, terrorism, war, political insurgence, insurrection, riot, civil unrest, acts of civil or military authority, uprising, earthquake, flood, or any other natural or man-made event that could not have been reasonably foreseen.

Such events must directly cause the termination of this agreement or make its fulfillment impossible. The affected party shall promptly inform the other party of the occurrence of such an event and shall make all reasonable efforts to comply with the terms and conditions of this agreement to the extent possible under the circumstances.

9. ACCURACY OF INFORMATION

GoBundu shall take reasonable steps to ensure that the information provided by GoBundu are both accurate and update. It is the responsibility of the Homeowner to inform GoBundu of any changes to the listings on the website.

The Homeowner warrants that the information provided to GoBundu through the sign-up process on the website, including any photos, are accurate representations of the current state of the property.

The Homeowner shall at all times commit to providing GoBundu with accurate and updated information and shall ensure that the information displayed on the website is both true and corrected.

10. UNLAWFUL USE OF WEBSITE

The Homeowner and customer warrants that the website will not be used for any purpose which is unlawful in nature or otherwise prohibited by any statute and/ or regulation and/ or the South African common law.

11. GOVERNING LAW

This agreement, including any disputes which may arise from it, shall be governed by the laws of the Republic of South Africa.

12. CHANGES TO TERMS AND CONDITIONS

GoBundu may make future changes to these terms and conditions, including changes to its services, without notice to the Homeowner or customer. The Homeowner and customer hereby agrees to accept and be bound by any changes made to these terms and conditions from time to time by GoBundu.