

Terms and Conditions

This agreement was issued on by and between:
African beds, a limited liability company, established under the law of The Netherlands, having its registered head office at Pastoor Janssenstraat 9, 5243 SP Rosmalen, The Netherlands and its operational office at 7 Foxtail Crescent, 7130 Somerset West, Cape Town, South Africa.

and

....., (hereafter "Client") located at

In consideration of the covenants contained herein, and for other good and value consideration, the receipt and sufficient of which are hereby acknowledged, each of the parties agrees as follows:

Terms of trading

When Client's establishment is at online booking platforms, the establishment holder (hereafter "Client") is deemed to agree to these terms.

- After the customer has made its booking with African beds, Client will receive the confirmation from African beds via email.
- After the customer has made its booking on request on African beds, Client will respond within three days to accept or reject the booking.
- If Client accepts the booking Client will receive the confirmation from African beds via email.

Commission

Client agrees to pay commission on any bookings made by customers who are introduced via African beds.

- The commission charge is 20%
 - Commission is calculated on the total quote value.
- Client agrees not to communicate with bookers from African beds directly, in order to avoid African beds commission. Bookings which are taken directly are still commissionable.
- Commission is not subject to South African VAT

Deposit

- Deposit will be paid by the travel agent directly to African beds.
- The deposit minus commission will be transferred to Client 1 week before the guest checks in.

Booking Procedure

- Travel agent makes its initial booking with African beds
- If Booking is on request, booking has to be confirmed by Client within 3 days
- Booking is confirmed after confirmation from Client and payment Customer

- Travel agent pays the total amount to African beds

Cancellations

In the event of a cancelled booking, cancellation policy from Client will apply. If the Client doesn't have its own policy, then the following default policy will be applicable:

- Where cancellation occurs:
 - On arrival or during the stay: the full payment due will be retained.
 - Less than one week before arrival, no show: the full payment due will be retained.
 - More than one week before arrival: no cancellation fee

Refunds

- On receipt of a request from a travel agent to cancel the reservation, African beds will:
 - Notify you, and refund the relevant amount (if any) to the customer within 3 working days. African beds will be entitled to claim this amount back from you.
 - The amount should be paid back to African beds within 3 working days, and if it is not repaid, African beds is entitled to deduct the outstanding amount from a future booking.

On-Payments

- African beds aims to on pay all monies owed to you before check in; always after booking and payment from Travel Agent has been finalized. You agree to honour bookings processed by African beds prior to receipt of these funds.
- We are reliant on our online banking service to pay you monies owed. Sometimes during high-usage periods this platform becomes temporarily inaccessible. You agree that in this situation on-payments may be delayed.

Rates and Availability

- Client agrees that booking rates concerning the establishment on African beds will be the same rates used as for other agencies or as advertised.
- Client agrees that special offers will also be available on African beds. Special offers are at the discretion of the Client. All specials are to be communicated to and agreed with African beds.
- Reservations on request must be answered by email within 3 working days and are binding.
- After 3 days reservation will be removed from the list. Client can always send a non-committal answer.
- Rates are subject to change without notice, however the Client will advise African beds timeously of any rate changes.
- In the case where Client is linked via Nightsbridge, Client is responsible for the correctness of Rates and Availability [on the Nightsbridge software](#) as this information will be uploaded on African beds.

Correctness of information

Client hereby undertakes to ensure that all of the information that Client supplies to African beds is correct and continuously updated, including the description of the rates, availability and the services offered.

All information to be updated has to be send to reservations@Africanbeds.co.za

Double Bookings

- Double bookings are the result of quoting for a customer's enquiry, or accepting a customers booking and then selling the same accommodation to another customer. Quote from Client is legally binding (for as long as you make it valid), and Client must honour the quote, or booking.
- Client is responsible for resolving the double booking.

- In the case that Clients fails to resolve the double booking, African beds will also try and source alternative accommodation and may have to pay the difference between Client's quote and the amount of the alternative accommodation. In this case African beds will be entitled to recover this amount from you.
- African beds is entitled to charge the full commission on the quote value of the double booking.

De-listing

- African beds reserves the right to de-list Client's accommodation where there is non-compliance with these terms and conditions or for any reason which may result in poor customer experience. These reasons include but are not limited to: Repeated double-bookings, failure to update Clients' accommodation information on request, repeated failure to respond to enquiries timeously, or misrepresentation of the standard/ nature of your accommodation and services offered.
- Should the Client wish to de list, then one months notice is to be given to African beds

Service Interruptions

African beds uses best efforts to maintain the African beds reservation service and the technology supporting it, but are not responsible for the results of any lost profits or other consequential damages that may result from any such defects that may be found to exist, or which may occur from time to time, in the African beds service.

IN WITNESS WHEREOF, the parties have caused this contract to be executed by their undersigned duly authorized representatives on the date first set forth above.

