

WEBSITE TERMS AND CONDITIONS

www.ceresrail.co.za

Document Name:	Website Terms and Conditions
Entity:	Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail
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Prepared By:	Daniel Botha

1. ACCEPTANCE OF TERMS

Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail ("Atlantic Rail", "we", "us", "our") permits the use of this Website at www.ceresrail.co.za (the "Website") subject to these Terms and Conditions ("Terms and Conditions"). By using this Website in any way, you shall be deemed to have accepted all of the Terms and Conditions unconditionally. You must not use this Website if you do not agree to these Terms and Conditions.

In the event of any conflict between these Terms and Conditions and any other conditions stipulated elsewhere, including in one of our suppliers' terms and conditions, these Terms and Conditions will prevail.

These Terms and Conditions are governed by and must be read together with the Consumer Protection Act 68 of 2008 ("CPA"), the Electronic Communications and Transactions Act 36 of 2002 ("ECTA"), and the Protection of Personal Information Act 4 of 2013 ("POPIA").

2. ABOUT US

This Website is owned and operated by:

Registered Name:	Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail
Registration No:	2017/003939/07
Physical Address:	ERF 775, Pearl Valley Estate, Paarl, 7646
Website:	www.ceresrail.co.za
Email:	bookings@ceresrail.co.za
Telephone:	079 401 9353

Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail is a private company duly registered in terms of the Companies Act 71 of 2008, providing heritage passenger rail excursion services in the Western Cape, South Africa.

3. USE OF THE WEBSITE

The contents of this Website, including any content, information, software, icons, text, links, graphics, layouts, images, sound clips, trade names, logos, trademarks and service marks are protected by law, including but not limited to copyright and trade mark law, and are owned by or licensed to Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail. No licence to or right in any such contents is granted to or conferred upon you. Any unauthorised use, distribution or reproduction of the said contents is prohibited.

By using this Website, you agree that you will not:

- Use any device, software or other instrumentality to interfere with or attempt to interfere with the proper working of the Website.
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.
- Use any robot, spider, other automatic device, or manual process to monitor or copy the pages of the Website or the content contained herein, without the prior written consent of an authorised Atlantic Rail representative. Standard search engine technology employed by internet search websites to direct users to this Website is deemed to have such consent.
- Use the Website to distribute material which is defamatory, offensive, unlawful or contains hate speech.

4. BOOKINGS AND THE FAREHARBOR PLATFORM

Reservations and bookings for Atlantic Rail excursions are processed through FareHarbor, a third-party booking platform operated by FareHarbor B.V., a company incorporated in the Netherlands. When you make a booking, you will be directed to or interact with the FareHarbor platform.

By making a booking through FareHarbor you acknowledge that:

- Your booking information, including your name, email address, phone number, and identity number, will be processed by FareHarbor in the Netherlands, subject to GDPR and FareHarbor's own terms and privacy policy.
- Payment processing is handled by dLocal. Atlantic Rail does not have access to your payment card data.
- Your booking constitutes a contract between you and Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail for the provision of heritage rail excursion services.

Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail requires a deposit of 100% of the total booking value to confirm your reservation, unless stated otherwise for a specific trip. We may impose a cancellation fee in the event of cancellation before the date of the excursion. The fee will depend on the nature of the reservation, the length of notice of cancellation, the reasonable potential to find alternative clients for the reservation, and the reason for cancellation. No cancellation fee will be

imposed where cancellation arises as a result of the death or hospitalisation of the person for whom the booking was made, as provided for in Section 17 of the Consumer Protection Act.

5. CONTACT FORM AND ENQUIRIES

This Website includes a contact form through which you may submit enquiries to us. Enquiries submitted via the contact form are directed to our communications platform, Respond.io, and are managed by our team.

By submitting an enquiry through the contact form, you consent to us processing the personal information you provide in order to respond to your enquiry. Your information will be handled in accordance with our Privacy Statement, available on this Website.

6. DISCLAIMER

While Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail takes reasonable measures to ensure that the contents of this Website are accurate and complete, Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of this Website or as to the accuracy, completeness or reliability of any information on this Website.

Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail reserves the right to make changes, corrections and/or improvements to the information and to the services described on this Website, at any time without notice.

Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserves the right to discontinue providing the Website or any part thereof with or without notice to you. Any person who accesses this Website or relies on the information contained in it does so at their own risk.

Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail makes no warranty or representation, whether express or implied, that the information or files available on this Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise or jeopardise the operation, stability, security, functionality or content of your computer system, computer network, hardware or software in any way. Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail does not accept any responsibility for any errors or omissions on this Website.

7. PRIVACY POLICY

Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail has a strong commitment to providing excellent service to all of our customers and visitors to this Website, including respecting your privacy. We will explicitly ask when we need information that personally identifies you or allows us to contact you ("personal information"). Generally, this information is requested when making reservations or submitting an enquiry.

You agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

We will use your personal information to:

1. Process, validate and verify your reservation or request for services.

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2. Communicate with you regarding your booking and service delivery.
 3. Inform you of new excursions, services, special offers and products, provided you have consented to receiving such marketing material.
 4. Improve your experience on our Website.
 5. Comply with our legal obligations.

Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail shall be entitled to disclose personal information if required to do so: (a) to comply with applicable law or with legal process served on Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail; (b) to protect and defend the rights or property of Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail; and (c) to employees and/or third-party service providers who assist us in providing services to you and who require your personal information in order to render a proper and efficient service. All such employees and third-party service providers are bound by appropriate and legally binding confidentiality and non-use obligations.

Our full Privacy Statement is available as a separate document on this Website and sets out in detail how we collect, use, store, share and protect your personal information, including our use of third-party platforms such as FareHarbor, Respond.io and Brevo.

8. COOKIES

This Website and the FareHarbor booking platform use cookies and similar technologies. Cookies are small text files that are placed on your device when you visit our Website. They are used to recognise returning users, facilitate your ongoing use of the Website, track usage behaviour and compile aggregate data to allow content improvements.

Cookies are not programs that damage your system. They generally work by assigning a unique identifier to your device that has no meaning outside the assigning site. If you do not want information collected through the use of cookies, you may adjust your browser settings to deny or accept cookies. However, disabling cookies may affect the functionality of certain features on this Website or the FareHarbor booking platform.

By continuing to use this Website, you consent to our use of cookies for functional and analytical purposes.

9. DIRECT MARKETING

Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail conducts direct marketing by email newsletter and WhatsApp. We only send marketing communications to persons who have expressly opted in to receive them. You may withdraw your consent and opt out of receiving marketing communications at any time, free of charge, by clicking the unsubscribe link in any newsletter email, by sending an opt-out message via WhatsApp, or by contacting us at bookings@ceresrail.co.za.

Opting out of marketing communications will not affect the processing of your personal information for booking or service delivery purposes.

10. SECURITY OF PERSONAL INFORMATION

WHILST ATLANTIC RAIL IS OF INTENT TO TAKE REASONABLE MEASURES TO KEEP PERSONAL INFORMATION ABOUT YOU CONFIDENTIAL, IT SHALL HOWEVER NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION.

Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail will:

- Treat your personal information as strictly confidential.
- Take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.
- Promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information.
- Provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable request.
- Upon your request, promptly return or destroy any and all of your personal information in our possession or control.

We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

11. LINKED THIRD-PARTY WEBSITES AND CONTENT

This Website may contain links or references to other websites outside of our control, including those of advertisers and the FareHarbor booking platform. These Terms and Conditions do not apply to those websites and Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail is not responsible for the practices and/or privacy policies of those sites or the cookies those sites use.

Because Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail has no control over such external sites and resources, you acknowledge and agree that Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail is not responsible for ensuring the availability of such external websites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. Your use of such other websites is entirely at your own risk.

12. PERMISSION FOR HYPERLINKS, DEEP LINKING, CRAWLERS AND METATAGS

Nobody may establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise (collectively referred to as "linking"), to this Website or any subsidiary pages before receiving the prior written approval of an authorised representative of Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail, which approval may be withheld or granted subject to such conditions as Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail may specify from time to time.

This Website or any part thereof may not be "framed" or "deep linked" in any way whatsoever without prior written consent.

This Website may from time to time contain message boards or social features which allow users to comment on their experience at Atlantic Rail. At times those comments may contain references to matters not related to Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail. Those references do not necessarily represent the views of Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail.

13. LIMITATION OF LIABILITY

TRAINS PLANES AND AUTOMOBILES PTY LTD T/A ATLANTIC RAIL SHALL IN NO WAY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL INJURY, LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, ANY MATERIAL OR CONTENT CONTAINED IN THE WEBSITE OR ANY LINKED WEBSITE, OR ANY INABILITY TO USE THE WEBSITE, OR ANY UNLAWFUL ACTIVITY ON THE WEBSITE CAUSED BEYOND THE REASONABLE CONTROL OF TRAINS PLANES AND AUTOMOBILES PTY LTD T/A ATLANTIC RAIL.

YOU HEREBY INDEMNIFY TRAINS PLANES AND AUTOMOBILES PTY LTD T/A ATLANTIC RAIL AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THIS WEBSITE OR THE RECEIPT BY YOU OF AN ELECTRONIC MAIL FROM TRAINS PLANES AND AUTOMOBILES PTY LTD T/A ATLANTIC RAIL OR ONE THAT PURPORTS TO EMANATE FROM TRAINS PLANES AND AUTOMOBILES PTY LTD T/A ATLANTIC RAIL, UNLESS THE LOSS, CLAIM OR DAMAGE ARISES AS A RESULT OF THE GROSS NEGLIGENCE OF TRAINS PLANES AND AUTOMOBILES PTY LTD T/A ATLANTIC RAIL.

14. CHANGES TO THESE TERMS AND CONDITIONS

Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail reserves the right to update and/or amend these Terms and Conditions from time to time without prior notice. You are accordingly encouraged to check this Website regularly. Any such change will only apply to your use of this Website after the change is displayed on this Website. If you continue to use this Website after such updated or amended Terms and Conditions have been displayed, you will be deemed to have accepted such updates or amendments.

15. TERMINATION

Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail may in its sole discretion terminate, suspend and modify this Website and/or your use of this Website, with or without notice to you. You agree that Trains Planes and Automobiles Pty Ltd t/a Atlantic Rail will not be liable to you in the event that it chooses to suspend, modify or terminate this Website or your use of this Website.

16. GOVERNING LAW

These Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your use of this Website and application for any of the services offered on this Website will constitute your consent and submission to the jurisdiction of the South African courts.

17. CONTACT US

If you have any queries about these Terms and Conditions or our privacy practices, please contact our Information Officer:

Information Officer:	Daniel Botha
Email:	bookings@ceresrail.co.za
Telephone:	079 401 9353
Physical Address:	ERF 775, Pearl Valley Estate, Paarl, 7646
Website:	www.ceresrail.co.za

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