

# MARLOTH'S WAY

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## GUEST TERMS & CONDITIONS

*South Africa | CURRENT v3.1 | 14 September 2026*

**Purpose.** These Terms govern a guest's access to and use of the Marloth's Way digital guest guide and its acknowledgement system. They are intended to operate alongside, not replace, the booking terms of the accommodation provider and applicable law.

### 1. Definitions

**“Accommodation Provider”** means the owner, manager, agent, host or other person or business responsible for the accommodation connected to the PIN or access link supplied to the Guest.

**“Acknowledgement”** means the electronic confirmation made by the Guest that the Guest has read and understood the important visitor information and agrees to comply with applicable rules during the stay.

**“Guest” or “you”** means the person using the Guide or completing the Acknowledgement.

**“Guide”** means the Marloth's Way digital guest guide, including the visitor information, safety information, rules, notices and acknowledgement interface made available from time to time.

**“Marloth's Way” or “we/us”** means **Bryan Coetzee trading as MARLOTH'S WAY, the operator of the Marloth's Way guest-information and acknowledgement service.**

**“PIN”** means a unique access code issued for a booking or authorised accommodation access workflow.

**“Record”** means the limited electronic record generated by the access and acknowledgement system, which may include the PIN, access/acknowledgement status, date and time, IP address and Guide version.

### 2. Acceptance and electronic agreement

**2.1** By accessing the Guide and selecting the acknowledgement control indicating that you have read, understood and agree, you give an electronic indication of your acceptance of these Terms and the Guest Acknowledgement.

**2.2** Electronic records and data messages may have legal effect in South Africa. The system is designed to create an electronic record of the acknowledgement rather than requiring a handwritten signature.

**2.3** If you do not agree, do not submit the Acknowledgement. You should contact your Accommodation Provider if access to the Guide or acknowledgement is a condition connected to your stay.

**2.4** Your use of the Guide does not create an accommodation booking with Marloth's Way. Your accommodation contract remains with the relevant Accommodation Provider or booking intermediary.

**2.5** If you are the lead guest completing this Acknowledgement, you undertake to communicate the Guide and applicable visitor rules to all co-occupants under your booking. This undertaking does not purport to make you the legal agent of another adult or to waive another person's statutory rights.

### 3. What Marloth's Way provides

**3.1** Marloth's Way is a visitor-education and compliance-support service. It provides guests with concise information intended to help them understand responsible conduct, wildlife safety, community expectations and applicable visitor rules in Marloth Park.

**3.2** Marloth's Way does not operate the accommodation property, control guests, enforce municipal or community rules, provide security or emergency services, or guarantee that any person will comply with the Guide.

**3.3** The Guide is not a substitute for lawful instructions from an authority, emergency service, security provider, conservation body, the Accommodation Provider or other competent person.

**3.4** Each Accommodation Provider remains independently responsible for its own property, booking terms, representations, safety measures, statutory duties and conduct. Use of Marloth's Way does not transfer an Accommodation Provider's legal duties to Marloth's Way, and Marloth's Way does not assume control of the property merely by supplying the Guide or acknowledgement service.

## **4. Guest responsibilities**

**4.1** You are responsible for reading the Guide and complying with applicable laws, by-laws, lawful rules and restrictions, property rules and reasonable safety instructions that apply during your stay.

**4.2** Wildlife is free-ranging and inherently unpredictable. You must use reasonable care, keep an appropriate distance, supervise children and avoid conduct that may threaten, harass, corner, feed, touch or interfere with wildlife where prohibited or unsafe.

**4.3** You remain responsible for your own conduct and, where applicable, for persons under your supervision or control.

**4.4** The Guide is an educational summary. If a competent authority or Accommodation Provider gives a lawful instruction that differs from, adds to or updates information in the Guide, the lawful current instruction must be followed.

**4.5** Where you are accompanied by minors (persons under 18 years of age), you acknowledge the inherent risks of wildlife and the bush environment, undertake to supervise minors in your care appropriately and continuously having regard to the circumstances, and accept responsibility for ensuring their compliance with applicable visitor rules. Nothing in this clause waives or limits a minor's rights that cannot lawfully be waived or limited.

## **5. Fines, damages, losses and call-out charges**

**5.1** Marloth's Way does not itself impose municipal fines, community penalties, property damage charges or third-party call-out charges unless expressly authorised by law and separately disclosed.

**5.2** If your conduct results in a lawful fine, charge, damage claim, emergency/security call-out cost or other recoverable amount being imposed on or incurred by the Accommodation Provider, that provider may seek to recover the amount from you where its booking terms and applicable law permit it.

**5.3** Nothing in these Terms determines whether a particular fine, charge or damages claim is legally valid. Any such amount remains subject to the applicable law, underlying rule, booking agreement and facts of the incident.

## 6. Wildlife, outdoor and environmental risk

**6.1** Marloth Park is an environment in which wild animals move freely. Encounters with wildlife, insects, reptiles, uneven terrain, vegetation, fire, weather, roads and other outdoor conditions can involve risk.

**6.2** The Guide provides risk-reduction information but cannot remove those risks or guarantee personal safety.

**6.3** Nothing in these Terms is intended to exclude or limit liability that cannot lawfully be excluded or limited under South African law. Any limitation or disclaimer must be interpreted subject to the Consumer Protection Act and other applicable law.

**6.4** You should seek immediate assistance from the appropriate emergency, security, conservation or medical service where circumstances require it. The Guide is not an emergency-response service.

**6.5 NOTICE: MARLOTH PARK IS A BUSH ENVIRONMENT WITH FREE-RANGING WILDLIFE AND NATURAL HAZARDS. ENCOUNTERS WITH ANIMALS, INSECTS, REPTILES, UNEVEN TERRAIN, FIRE, WEATHER AND ROADS INVOLVE INHERENT RISKS. YOU MUST EXERCISE REASONABLE CARE AND FOLLOW LAWFUL INSTRUCTIONS. NOTHING IN THESE TERMS EXCLUDES OR LIMITS LIABILITY THAT CANNOT LAWFULLY BE EXCLUDED OR LIMITED.**

## 7. Accuracy, updates and Guide versions

**7.1** Marloth's Way aims to use reliable and current information, but rules, contact details, operating arrangements and local requirements may change.

**7.2** The Guide may therefore be corrected, updated or replaced. The system may record the Guide version associated with an Acknowledgement.

**7.3** Where Marloth's Way becomes aware that material published information is incorrect, reasonable steps should be taken to correct it. No statement in the Guide overrides legislation, a valid by-law or a lawful direction from a competent authority.

**7.4** Emergency and service contact information should be verified when used. A guest should not delay urgent assistance solely to consult the Guide.

## 8. PIN and access controls

**8.1** A PIN or access link is provided for the authorised guest-access process associated with an accommodation booking. It should not be published, sold or deliberately distributed for unrelated use.

**8.2** Marloth's Way may reject, expire, suspend or replace a PIN where reasonably necessary for system security, misuse prevention, expiry of the authorised access period or correction of an administrative error.

**8.3** Possession of a PIN does not establish ownership of a booking, identity, payment status or a right to occupy a property. Those matters remain between the Guest and Accommodation Provider.

## 9. Electronic acknowledgement record

**9.1** When you access and/or acknowledge the Guide, the system may create a Record containing limited technical and transaction information.

**9.2** The Record is intended to demonstrate that the relevant Guide was made available and whether an electronic acknowledgement was recorded. The system should retain, as applicable, the PIN, acknowledgement status, date/time, IP address and exact Guide version associated with that event. These fields are operational evidence controls intended to support reliability and integrity of the electronic record; they are not a statutory formula and are not proof that a guest complied with every rule after acknowledgement.

**9.3** Records may be supplied to the relevant Accommodation Provider where reasonably necessary for the operation of the acknowledgement service, to establish whether acknowledgement occurred, to address a dispute or incident, or where disclosure is required or permitted by law.

**9.4** Records must not be altered to create a false acknowledgement or false history.

## **10. Privacy and personal information**

**10.1** Marloth's Way follows a data-minimisation approach. The intended guest record is limited to information needed to operate and evidence the access/acknowledgement process, such as PIN, timestamp, IP address, acknowledgement status and Guide version.

**10.2** Personal information must be processed lawfully and only for a defined and legitimate purpose. Marloth's Way should not collect guest names, identity-document numbers or unrelated personal details through the acknowledgement process unless a later operational need is lawfully established and the privacy notice is updated.

**10.3** Records may be disclosed to the relevant Accommodation Provider and, where required or permitted by law, to a competent authority or service where the disclosure is lawfully necessary for a specific safety, security, compliance, investigation or legal purpose. Disclosure must remain limited to information that is adequate, relevant and not excessive for that purpose.

**10.4** Records must be kept only for as long as permitted or required for their lawful purpose and then deleted, destroyed or de-identified in accordance with the applicable retention policy and law.

**10.5** Reasonable technical and organisational safeguards must be used to protect information against loss, unauthorised access, interference, alteration, disclosure or destruction.

**10.6** A data subject may exercise rights available under POPIA, including applicable rights to request access to or correction of personal information. Final privacy/contact details must be inserted before launch.

**10.7** If third-party hosting, form, email, analytics, link-management or infrastructure services process information for Marloth's Way, those arrangements must be managed consistently with POPIA and the applicable operator/security requirements.

## **11. Third-party services and links**

**11.1** The Guide may contain contact details or links for accommodation providers, security services, emergency services, conservation organisations, authorities or other third parties.

**11.2** Unless expressly stated otherwise, Marloth's Way does not control those third parties and does not guarantee their availability, response time, pricing, conduct or services.

**11.3** A reference or link is not, by itself, a warranty or endorsement.

## 12. Limitation of liability

**12.1** To the maximum extent permitted by applicable South African law, Marloth's Way is not responsible for loss arising solely from a Guest's failure to follow applicable law, lawful rules, safety warnings or reasonable instructions, or from the independent acts or omissions of third parties outside Marloth's Way's control.

**12.2** Marloth's Way does not guarantee uninterrupted digital access. Temporary outages, connectivity failures, device problems or third-party infrastructure failures may occur.

**12.3** No provision of these Terms excludes or limits liability where doing so would be prohibited by the Consumer Protection Act or other applicable law, including any liability that the law does not permit a supplier to exclude.

**12.4** Any provision that limits risk or liability must be read prominently and in context with the Guide and these Terms; nothing here is intended to mislead a consumer about statutory rights.

## 13. Intellectual property and permitted use

**13.1** The Marloth's Way brand, original Guide text, layout, graphics, software configuration and other original materials are protected to the extent provided by applicable intellectual-property law.

**13.2** Guests may view the Guide for personal use connected with their stay. Commercial copying, resale, republication, systematic extraction or creation of a competing product from Marloth's Way materials is not permitted without written authorisation, subject to rights and exceptions provided by law.

**13.3** Nothing in this clause claims ownership of legislation, official rules, public-domain material or third-party intellectual property.

## 14. Suspension and misuse

**14.1** Access may be restricted where there is reasonable evidence of system abuse, unauthorised automated access, tampering, fraudulent acknowledgements, security interference or use of the service for an unlawful purpose.

**14.2** A restriction under this clause does not determine or cancel a Guest's accommodation booking unless the Accommodation Provider has a separate lawful basis to do so.

## 15. Changes to these Terms

**15.1** These Terms may be updated to reflect changes in law, the service, technology or operational requirements.

**15.2** A material change should apply prospectively unless the law requires otherwise. The version applicable to an electronic acknowledgement should be identifiable from the system record where reasonably practicable.

## 16. Consumer rights and severability

**16.1** These Terms must be interpreted consistently with mandatory consumer rights under South African law. A Guest does not waive a statutory right merely because these Terms purport to do so.

**16.2** If a provision is invalid or unenforceable, it should be limited or severed only to the extent necessary, while the remaining provisions continue to operate where legally possible.

**16.3** Headings are for convenience and do not alter the meaning of the Terms.

## **17. Governing law and disputes**

**17.1** These Terms are governed by the laws of the Republic of South Africa.

**17.2** Nothing in these Terms prevents a consumer from using a complaint, ombud, regulator, tribunal or court process available under applicable law.

**17.3** Before litigation, the parties are encouraged, where appropriate, to attempt to resolve an operational dispute in good faith through the relevant Accommodation Provider and Marloth's Way contact channel. This does not remove any urgent or statutory remedy.

## **18. Contact details**

**18.1** Marloth's Way legal/operator name: **Bryan Coetzee trading as MARLOTH'S WAY**

**18.2** Physical/business address: **3894 Olifant Dr, Marloth Park, Hectorspruit, 1320, South Africa**

**18.3** Email: **marlothsway@gmail.com**

**18.4** Privacy / Information Officer: **Bryan Coetzee | coetzee.bryan4@gmail.com**

**18.5** Official service address: **marloths-way.pages.dev**

## **19. Guest acknowledgement**

**19.1** By selecting "I have read, understood and agree", you confirm that you have read the important visitor information made available to you and agree to follow applicable Marloth Park rules and the terms applicable to your accommodation during your stay.

**19.2** You understand that Marloth Park is a conservation-oriented holiday township where wildlife moves freely and that responsible behaviour around wildlife, other people and the environment is required.

**19.3** You understand that lawful fines, damages or call-out charges resulting from your conduct may, where the Accommodation Provider's terms and applicable law allow, be recovered from you by that provider.

**19.4** Your electronic acknowledgement may be recorded as described in clauses 9 and 10.

## **20. Compliance, lawful investigations and regulatory cooperation**

**20.1** These Terms do not prevent, obstruct or interfere with any lawful investigation, regulatory process, municipal enforcement action, criminal investigation, court process or statutory duty.

**20.2** Marloth's Way will not knowingly create, alter, conceal, back-date or destroy an acknowledgement record for the purpose of misleading an Accommodation Provider, authority, regulator, court or other lawful process.

**20.3** Where Marloth's Way is lawfully required to preserve or disclose a Record, it may do so to the extent required or permitted by law, subject to applicable privacy and procedural requirements.

**20.4** Nothing in these Terms indemnifies any person against criminal prosecution, regulatory enforcement, administrative penalties or liability that cannot lawfully be excluded. Marloth's Way's

protection is based on lawful operation, accurate information, data minimisation, reliable records and compliance with applicable duties.

**20.5** Marloth's Way does not undertake responsibility for an Accommodation Provider's independent breach of law, misleading representation, unsafe property condition, failure to act, or unlawful processing of personal information. Likewise, an Accommodation Provider is not made responsible for Marloth's Way's independent unlawful conduct merely by subscribing to or providing access to the service.

## PRODUCTION IMPLEMENTATION CONTROLS

- CPA s49 presentation control: Clauses dealing with fines/costs, inherent risk and limitation of liability must be presented prominently and in a manner likely to attract the guest's attention before acknowledgement, with adequate opportunity to read and understand them. Bold/callout styling is an implementation choice; the statutory test is conspicuous presentation.
- Affirmative electronic action: The production interface must use an unchecked acknowledgement control and an explicit "I Have Read and Agree" action. This is Marloth's Way's chosen evidence-of-intent control; it is not recorded as wording expressly prescribed by ECTA s13.
- Record integrity: Log the applicable PIN, acknowledgement status, date/time, IP address and exact Guide version. Preserve records against unauthorised alteration. Where a law requires retention, the electronic record architecture should preserve accessibility, an accurate representation of the generated/received information, and determinable origin/destination/date/time as applicable. Retain personal information only for the lawful retention period.
- No false agency: A lead guest undertakes to communicate the Guide but is not deemed to bind other adults merely by completing the acknowledgement.
- No blanket waiver: The interface and Terms must not state that guests assume "all risks", waive statutory rights, or release Marloth's Way or an Accommodation Provider from liability that South African law does not permit to be excluded.

**Verification status:** The legal propositions below are tied to identified South African legislation and official government sources. Where a project-specific operating fact is still undecided, it remains marked for completion rather than being presented as a legal requirement.

## LEGAL SOURCE & RESEARCH REGISTER

**Scope.** This register records the principal South African legal sources used for this draft. It is deliberately kept separate from the guest-facing clauses so the final public page can remain readable.

### Consumer Protection Act 68 of 2008 (CPA)

Verified sections used: s22 - plain and understandable language; s48 - unfair, unreasonable or unjust terms; s49 - notice requirements for provisions limiting risk/liability, imposing obligations or requiring indemnity/acknowledgement; s51 - prohibited terms. These sections are the principal CPA controls used when drafting the guest-facing terms.

[South African Government - Act page](#) | [Official PDF](#)

### Electronic Communications and Transactions Act 25 of 2002 (ECTA)

Verified statutory framework used: ECTA recognises data messages and electronic transactions. Section 15 governs admissibility and evidential weight, including reliability of generation/storage/communication, integrity and identification of the originator. Section 16 addresses retention where another law requires information to be retained. Section 43 applies to a supplier offering goods or services for sale, hire or exchange by way of an electronic transaction; its application to the guest acknowledgement remains role-dependent and is not assumed merely because the Guide is online.

[South African Government - Act page](#) | [Official PDF](#)

### Protection of Personal Information Act 4 of 2013 (POPIA)

Verified sections used include s8 - accountability; s9 - lawful and reasonable processing; s10 - minimality; s11 - lawful grounds for processing; s13 - collection for a specific, explicitly defined and lawful purpose; s14 - retention and restriction of records; s18 - notification to the data subject; s19 - security safeguards; s21 - operator processing; s23-s24 - access and correction/deletion rights. These provisions underpin the limited PIN/timestamp/IP/acknowledgement/version record.

[South African Government - Act page](#) | [Department of Justice PDF](#)

### Information Regulator (South Africa) - POPIA legal resources

Regulatory source for POPIA, regulations and related compliance material. The final service should maintain a privacy contact and operational POPIA process consistent with the final data architecture.

[Information Regulator - Legal](#) | [Information Regulator - Acts](#)

### Project-source note

The Marloth Park guest-guide project defines the product as a short, human, useful visitor-information guide culminating in a clear guest acknowledgement. The current project record also requires the final visitor rules themselves to remain separately verified against credible local/official sources. This T&C draft does not invent or replace those underlying local rules.

## Regulatory / prosecution exposure controls

- Terms and acknowledgements cannot immunise Marloth's Way, an Accommodation Provider, a guest or any other person from criminal prosecution, regulatory enforcement or statutory duties. No contract can lawfully guarantee freedom from prosecution. The risk-control strategy is to avoid committing offences or regulatory breaches: operate lawfully, keep accurate records, make required disclosures, minimise and secure personal information, cooperate with lawful processes and avoid prohibited contractual terms.
- CPA control: do not use unfair, unreasonable or unjust terms; do not misrepresent statutory rights; and present qualifying risk/indemnity/acknowledgement provisions in the manner required by CPA ss48-51.
- POPIA control: identify the responsible party/operator roles before launch; process only adequate, relevant and non-excessive information for defined lawful purposes; give the required privacy notice; secure the records; apply a documented retention/deletion rule; and respond lawfully to Regulator notices or investigations. POPIA Chapter 11 creates offences for specified conduct including obstruction of the Regulator and failures concerning enforcement/information notices.
- Electronic-record control: do not fabricate, back-date or alter acknowledgement records. Preserve the reliability and integrity of the data-message evidence and maintain version control.
- Authority-disclosure control: disclose records only where a lawful basis exists and only to the extent necessary for the specific purpose; do not create a standing blanket distribution right to community bodies or authorities.
- Operational separation: the guest Terms do not replace the separate commercial agreement with Accommodation Providers. The commercial agreement must allocate data-protection roles, content/update responsibilities, property-specific information, payment, suspension/termination and responsibility for property-level representations.

Child-data control: The minors clause creates a supervision obligation but does not require Marloth's Way to collect a child's name, age, identity number or other child-specific personal information. If the system is later changed to process personal information of children, POPIA sections 34-35 must be assessed before that processing is introduced.

## Amendment decision log - 3 September 2026

- ACCEPTED: lead-guest communication undertaking. REJECTED: deemed authority to bind all adult co-guests and blanket co-guest indemnity.

- ACCEPTED: responsible-adult/minor supervision clause. REJECTED: any wording purporting to waive a minor's independent legal rights.
- ACCEPTED: prominent CPA s49 risk notice. MODIFIED: no "assume all risks" wording and no unverified species or legal-status claims.
- ACCEPTED: affirmative unchecked acknowledgement control as a Marloth's Way implementation safeguard. QUALIFIED: not described as a checkbox mechanism expressly mandated by ECTA s13.
- ACCEPTED: PIN/status/date-time/IP/Guide-version logging as evidence-integrity architecture. QUALIFIED: not described as a statutory formula under ECTA s15.
- ACCEPTED: narrow, purpose-specific disclosure to Accommodation Providers and competent authorities/services where required or permitted by law. REJECTED: blanket named-body disclosure.
- HELD FOR ROLE ANALYSIS: ECTA s43 supplier disclosures. They are not automatically attributed to the guest acknowledgement unless Marloth's Way falls within the section's supplier/electronic-transaction scope for that transaction.

RECONFIRMED AFTER THIRD REVIEW: rejected deemed lead-guest authority, blanket co-guest indemnity, blanket parental hold-harmless wording, "assume all risks" language, automatic ECTA s43 applicability, and blanket disclosure to named bodies. These were not inserted because the verified statutes do not support treating them as universal protections and they may conflict with CPA/POPIA requirements.

ADDED AFTER THIRD REVIEW: express regulatory/cooperation clause, no record fabrication or concealment, Accommodation Provider/Marloth's Way separation of independent legal duties, and POPIA child-data control.

#### Items requiring final legal/operational completion before launch

- Insert the exact legal/operator identity and contact particulars for Marloth's Way.
- Insert the Information Officer/privacy contact and publish the final privacy notice.
- Lock the exact record-retention period and deletion/de-identification workflow.
- Confirm which entity is the POPIA responsible party and which service providers act as operators for each data flow.
- Confirm the final accommodation-provider agreement separately; these Guest Terms do not govern the R500/R700 commercial subscription arrangement.
- Verify the final limitation-of-liability, risk and acknowledgement presentation against Consumer Protection Act sections 22, 48, 49 and 51 and retain the verification record. Independent legal advice may be obtained as an additional commercial safeguard, but is not stated here as a statutory launch prerequisite.
- Complete and retain the separate local-rule source register for Marloth Park/Nkomazi rules incorporated into the Guide.

**Project legal-position note:** No source reviewed for this working master establishes a general requirement that Marloth's Way must obtain attorney approval of these Terms & Conditions before the service may launch. Compliance with applicable law remains required; optional external legal review is a business-risk decision, not a launch condition asserted by this document.