

Terms and Conditions (T & C's)

1. Detailed description of goods and/or services

BAKERSVILLE TOWNSHIP DEVELOPMENT is a business in the Ecommerce industry that offers property investment opportunities through a reservation process to local and international investors.

2. Delivery policy

Subject to availability and receipt of payment, requests for reservations will be processed immediately or within 1 working day to confirm reservation registration.

3. Return and Refunds policy

The provision of property reservation by BAKERSVILLE TOWNSHIP DEVELOPMENT is subject to availability. In the unlikely cases of unavailability, BAKERSVILLE TOWNSHIP DEVELOPMENT will refund the clients that has already made payment in full within 30 days. However, cancellation of confirmed reservations/bookings by the client will attract an administration fee equal to:

- 10% of the total value of the transaction if cancelled within the first two (2) months,
- 20% of the total value of the transaction if cancelled between 2 and 4 months,
- 50% of the total value of the transaction if cancelled between 4 and 6 months and
- 100% of the total value of the transaction if cancelled after six (6) months.

4. Customer Privacy policy

BAKERSVILLE TOWNSHIP DEVELOPMENT shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as

but not limited to:

- (a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the individual;
- (b) information relating to the education or the medical, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved;
- (c) any identifying number, symbol or other particular assigned to the individual;
- (d) the address, fingerprints or blood type of the individual;
- (e) the personal opinions, views or preferences of the individual, except where they are about another individual or about a proposal for a grant, an award or a prize to be made to another individual;
- (f) correspondence sent by the individual that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- (g) the views or opinions of another individual about the individual;

(h) the views or opinions of another individual about a proposal for a grant, an award or a prize to be made to the individual, but excluding the name of the other individual where it appears with the views or opinions of the other individual;

(i) the name of the individual where it appears with other personal information relating to the individual or where the disclosure of the name itself would reveal information about the individual.

5. Payment options accepted

Payments may be made via Visa and MasterCard, or by bank transfer into the BAKERSVILLE TOWNSHIP DEVELOPMENT bank account, the details of which will be provided on request.

6. Card acquiring and security

Card transactions will be acquired for BAKERSVILLE TOWNSHIP DEVELOPMENT via DPO Group who are the approved payment gateway for all Namibian Acquiring Banks. DPO uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website.

7. Customer details separate from card details

Customer details will be stored by BAKERSVILLE TOWNSHIP DEVELOPMENT separately from card details which are entered by the client on DPO's secure site.

8. Merchant Outlet country and transaction currency

The merchant outlet country at the time of presenting payment options to the cardholder is Namibia. Transaction currency is Namibian Dollar (NAD).

9. Responsibility

BAKERSVILLE TOWNSHIP DEVELOPMENT takes responsibility for all aspects relating to the transaction including the reservation sale on this website, customer service and support, dispute resolution and delivery of services.

10. Other conditions

- 10.1** Proof of Payment to be sent to debtors@bakersvillenamibia.com for submission.
- 10.2** In case of a dispute, proof of payment shall consist of a validated Company receipt issued by the Company's accounts department (debtors@bakersvillenamibia.com) as a well as an official verification by the buyer's bank within 7 days of request.
- 10.3** Prior to entering into the transaction, the client confirms that he/she studied all relevant documents and verified the validity thereof and found such acceptable.
- 10.4** Should the client wish to add or delete the name of another person to the transaction afterwards, a corresponding fee of N\$ 5,000.00 will be required.
- 10.5** The client hereby agrees that if this Reservation transaction is approved and the sale is later consummated pursuant to the provisions of a Sales Contract of the Company, the client shall be liable for all the expenses for documentary stamps, transfer fees,

- and other incidental expenses payable to the Register of Deeds and other government agencies.
- 10.6** The client confirms that in the event of the necessity to establish a Homeowners Association, he/she undertakes to join and be bound by the rules and regulations of such Homeowners Association, including the payment of association dues and other fees when applicable.
- 10.7** The client agrees that this Reservation transaction is non-transferrable.
- 10.8** The client confirms and agrees that this transaction will not become valid until full payment is received.

11. Country of domicile

This website is governed by the laws of Namibia. BAKERSVILLE TOWNSHIP DEVELOPMENT chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature:

**P.O. Box 1101, Walvis Bay
Plot 37, Brakwater, Windhoek
legal@bakersvillenamibia.com**

12. Variation

BAKERSVILLE TOWNSHIP DEVELOPMENT may, in its sole discretion, change this agreement or any part thereof at any time without notice.

13. BAKERSVILLE TOWNSHIP DEVELOPMENT contact details

Website address: www.bakersvillenamibia.com