

Terms and Conditions - TourGuideJobs.co.za

Effective Date: 1 July 2025

Last Updated: 1 July 2025

1. Introduction

Welcome to TourGuideJobs.co.za ("Platform", "Service", "we", "us", or "our"). These Terms and Conditions ("Terms") govern your use of our website and services, including the tour guide registration system and job matching platform.

By accessing or using our Platform, you agree to be bound by these Terms. If you disagree with any part of these Terms, you may not access the Service.

2. Platform Description

TourGuideJobs.co.za is a professional registration and vetting service that:

- Facilitates registration and verification of qualified tour guides in South Africa
- Maintains a vetted database of compliant tour guides
- Manually matches qualified tour guides with tourism operators and employers
- Ensures compliance with South African tourism regulations
- Provides recruitment and placement services for the tourism industry

3. Eligibility and Registration

3.1 Eligibility Requirements

To register as a tour guide on our Platform, you must:

- Be legally authorised to work in South Africa
- Hold valid registration as a tourist guide with the relevant Provincial Registrar
- Possess required qualifications (CATHSSETA/SAQA training certificates)
- Have a valid First Aid certificate from a recognised institution
- Hold a Professional Driving Permit (PrDP) if offering transport services
- Have a clear criminal record
- Be at least 18 years of age

3.2 Registration Process

- You must provide accurate, complete, and current information during registration
- All uploaded documents must be genuine and unaltered

- We reserve the right to verify all credentials with relevant authorities
- Registration is subject to our approval and compliance verification
- False or misleading information will result in immediate disqualification

3.3 Account Security

- You are responsible for maintaining the confidentiality of your account credentials
- You must notify us immediately of any unauthorised use of your account
- You are liable for all activities that occur under your account

4. Professional Standards and Conduct

4.1 Code of Conduct

All registered tour guides must:

- Conduct themselves professionally and ethically at all times
- Comply with all applicable South African tourism laws and regulations
- Maintain valid credentials and renew registrations as required
- Provide accurate information about their qualifications and experience
- Respect client confidentiality and data protection requirements

4.2 Compliance Requirements

- Maintain current registration with the Provincial Registrar
- Keep First Aid and other professional certifications current
- Comply with all applicable labour laws and tax obligations
- Report any changes to your professional status or qualifications

5. Platform Services

5.1 Registration and Vetting

- We conduct thorough verification of tour guide credentials and qualifications
- All applications are manually reviewed and vetted by our team
- We maintain a database of verified, compliant tour guides
- We do not guarantee acceptance into our database

5.2 Recruitment and Placement Services

- We manually match qualified tour guides with suitable employment opportunities
- All job placements are facilitated by our team, not through self-service

- We may contact you regarding relevant opportunities
- We do not guarantee employment or booking opportunities

5.3 Database Management

- Your information is stored in our secure database upon successful vetting
- We manage all communication between tour guides and potential employers
- No public profiles or listings are created
- All matching and referrals are handled internally by our team

6. Payment and Fees

6.1 Platform Fees

- Registration on the Platform may be subject to fees as published
- Payment processing fees may apply to transactions facilitated through the Platform
- Fees are non-refundable except as expressly stated

6.2 Third-Party Payments

- All payments between tour guides and employers are handled directly between parties
- We are not responsible for payment disputes or non-payment issues
- Any commission or booking fees are as agreed between the parties

7. Intellectual Property

7.1 Platform Content

- All content, trademarks, and intellectual property on the Platform remain our property
- You may not reproduce, distribute, or create derivative works without permission

7.2 Application Materials

- You retain ownership of documents and information submitted in your application
- You grant us a licence to use your information for vetting, database management, and placement services
- You warrant that you have the right to share all submitted documents and information

8. Liability and Disclaimers

8.1 Platform Disclaimer

- The Platform is provided "as is" without warranties of any kind
- We do not guarantee the accuracy of user-provided information

- We are not responsible for the quality or outcome of services provided by tour guides
- We do not guarantee the reliability or suitability of any users

8.2 Limitation of Liability

- Our liability is limited to the maximum extent permitted by South African law
- We are not liable for indirect, consequential, or punitive damages
- Our total liability shall not exceed the fees paid by you in the 12 months preceding the claim
- We are not liable for third-party actions or omissions

8.3 Indemnification

You agree to indemnify and hold us harmless from any claims, damages, or expenses arising from:

- Your use of the Platform
- Your violation of these Terms
- Your provision of tour guide services
- Any content you upload or share

9. Privacy and Data Protection

9.1 Data Processing

- Your use of the Platform is governed by our Privacy Policy
- We process personal information in accordance with the Protection of Personal Information Act (POPIA)
- You consent to necessary data processing for platform functionality

9.2 Information Sharing

- We may share information as necessary for credential verification
- Profile information may be visible to potential employers as per your settings
- We do not sell personal information to third parties

10. Termination

10.1 Termination by User

- You may terminate your account at any time by contacting us
- Termination does not affect obligations that have already arisen

10.2 Termination by Platform

We may terminate or suspend accounts for:

- Violation of these Terms
- Fraudulent or misleading information
- Loss of professional qualifications or registrations
- Inappropriate conduct or behaviour
- Legal or regulatory requirements

10.3 Effect of Termination

- Upon termination, your access to the Platform will cease
- We may retain certain information as required by law or legitimate business interests
- Outstanding obligations survive termination

11. Dispute Resolution

11.1 Governing Law

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

11.2 Dispute Resolution Process

- Disputes should first be addressed through direct communication
- If unresolved, disputes may be referred to mediation
- Legal proceedings must be instituted in the competent courts of South Africa

12. General Provisions

12.1 Modifications

- We may update these Terms from time to time
- Significant changes will be communicated via email or platform notification
- Continued use of the Platform constitutes acceptance of updated Terms

12.2 Contact Information

For questions about these Terms, contact us at:

- Email: admin@tourguidejobs.co.za

12.3 Severability

If any provision of these Terms is deemed unenforceable, the remaining provisions shall remain in full force and effect.

By registering for or using TourGuideJobs.co.za, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

