

Terms and Conditions

Document:	Terms and Conditions
Company:	Byalani Holdings PTY(LTD)
Website:	https://gumba.app
Contact:	admin@gumba.app

Effective Date: 1 March 2025

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1. Introduction

Welcome to Gumba ("Platform", "we", "us", or "our"). These Terms and Conditions ("Terms") govern your use of the Gumba marketplace platform, accessible at [www.gumba.app], which connects customers seeking PA system and audio equipment rentals with verified vendors ("Service Providers") in South Africa.

By accessing or using our Platform, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use our Platform.

2. Definitions

- **"Customer"** refers to any individual or entity that books or rents equipment through the Platform.
- **"Vendor" or "Service Provider"** refers to any business or individual offering PA systems or audio equipment for rental through the Platform.
- **"Booking"** refers to any reservation made through the Platform for equipment rental services.
- **"Platform Fee"** refers to the standard 10% service fee charged by Gumba on all completed bookings. This fee may be adjusted from time to time, with prior communication to users.
- **"Promotional Period"** refers to any period during which the Platform Fee may be reduced or waived as part of a special offer.

3. Eligibility

To use our Platform, you must:

- Be at least 18 years of age
- Be a resident of South Africa or have a valid South African business registration
- Provide accurate and complete registration information
- Have the legal capacity to enter into binding contracts

4. Account Registration

4.1 Customer Accounts

Customers must register an account to make bookings. You are responsible for maintaining the confidentiality of your account credentials and for all activities under your account.

4.2 Vendor Accounts

Vendors must complete a verification process before listing equipment. This includes:

- Valid business registration documents
- Proof of equipment ownership or authorization to rent
- Banking details for payment processing
- Compliance with all applicable South African laws and regulations

5. Booking and Payment Terms

5.1 Booking Process

- All bookings are subject to availability and vendor confirmation
- Customers must provide accurate event details including date, time, location, and requirements
- Vendors have 48 hours to confirm or decline a booking request

5.2 Payment Terms

- All prices are displayed in South African Rand (ZAR)
- Payment is processed through our secure payment partner, PayFast

- Full payment is required to confirm a booking
- **Standard Platform Fee:** Gumba charges a **10% platform fee** on all transactions as a service fee for connecting customers with vendors and facilitating bookings
- **Fee Adjustments:** The platform fee percentage may be adjusted from time to time. Any changes will be communicated to users via email or Platform notification prior to taking effect
- **Promotional Periods:** During special promotional periods, the platform fee may be reduced or waived. Such promotions will be clearly displayed on the Platform with applicable dates

5.3 Vendor Payouts

- Vendors receive payment minus the applicable platform fee (standard 10%, unless a promotional rate applies)
- Payouts are processed within 7-14 business days after successful event completion
- Vendors must maintain valid banking details for payout processing

6. Cancellation and Refund Policy

6.1 Customer Cancellations

Cancellation Period	Refund Amount
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More than 7 days before event	90% refund (10% cancellation fee)
3-7 days before event	50% refund
Less than 3 days before event	No refund

6.2 Vendor Cancellations

- Vendors who cancel confirmed bookings may face account suspension
- Customers will receive a full 100% refund for vendor-initiated cancellations
- Repeated cancellations may result in permanent account termination

6.3 Refund Processing

- Refunds are processed within 5-7 business days
- Refunds are credited to the original payment method
- Platform fees are non-refundable except in cases of vendor cancellation

6.4 Force Majeure

In cases of events beyond reasonable control (natural disasters, government restrictions, etc.), special refund arrangements may apply at Gumba's discretion.

7. Equipment and Service Standards

7.1 Vendor Obligations

Vendors must:

- Provide equipment in good working condition
- Arrive at the specified time and location
- Provide professional setup and operation services as agreed
- Maintain adequate insurance coverage for their equipment

7.2 Customer Obligations

Customers must:

- Provide safe and accessible venue conditions
- Not misuse or damage rented equipment
- Report any issues immediately to the vendor
- Pay for any damages caused by negligence or misuse

8. Liability and Disclaimers

8.1 Platform Liability

Gumba acts as a marketplace facilitator and is not liable for:

- Quality of equipment or services provided by vendors
- Disputes between customers and vendors
- Damages resulting from equipment use or malfunction
- Loss of business or revenue

8.2 Limitation of Liability

To the maximum extent permitted by South African law, Gumba's total liability shall not exceed the platform fees collected on the relevant transaction.

9. Dispute Resolution

9.1 Internal Resolution

Parties are encouraged to resolve disputes amicably. Gumba may mediate disputes at its discretion.

9.2 Governing Law

These Terms are governed by the laws of the Republic of South Africa. Any disputes shall be subject to the jurisdiction of the South African courts.

10. Intellectual Property

All content on the Platform, including logos, text, graphics, and software, is the property of Gumba or its licensors and is protected by South African intellectual property laws.

11. Modifications to Terms

Gumba reserves the right to modify these Terms at any time. Users will be notified of significant changes via email or Platform notification. Continued use of the Platform constitutes acceptance of modified Terms.

12. Termination

Gumba may suspend or terminate accounts for:

- Violation of these Terms
- Fraudulent activity
- Non-payment or payment disputes
- Behavior harmful to other users or the Platform

13. Contact Information

For questions about these Terms, please contact us:

Gumba (Pty) Ltd

Email: legal@gumba.app

Phone: +27 65 910 4992

Address: South Africa

By using Gumba, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

Gumba Marketplace

A product of Byalani Holdings PTY(LTD)

Email: admin@gumba.app

Website: <https://gumba.app>

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