

TERMS & CONDITIONS

1. All invoices shall be due and payable upon presentation. Queries in respect of specific invoices shall not affect immediate payment of any other outstanding amounts. Any amount payable by the client to the Hotel in terms of this agreement and not paid on due date, shall accrue interest at 2% (two percent) above the prime bank overdraft rate as advised by the Hotel's Bankers.
2. The Hotel reserves the right to cancel any booking forthwith and without liability on its part in the event of any damage to, or destruction of the allocated rooms by fire, vis major act of God, any shortage of labour or food supplies, power failures, strikes, lockouts, and industrial unrest, or any other causes beyond the control of the Hotel which shall prevent it from performing its obligations in connection with any booking. In these circumstances, every effort will be made to accommodate the booking at another Rezidor Hotel Group Property.
 - 2.1. The Hotel reserves the right to change the name and location of the client's previously designated function room upon having given reasonable notice to do so.
3. The provision of standard operating apparel and/or equipment for, e.g., linen used by the Hotel shall be dependent on availability at no extra charge.
4. All decor, props and equipment not supplied by the Hotel must be removed immediately after the function. Any items not removed will be placed in storage for no more than 7 days, where after the Hotel shall be entitled to discard same. The Hotel does not accept liability for loss of or damage to any such items.
5. The client shall be responsible for any damage caused to the allocated rooms, furnishings, utensils and equipment therein, by any act or omission of the client or guest/employees of the client.
6. The client warrants that all guests and other participants of the conference agree to be bound by the Hotel's standard terms and conditions.
7. The client shall not be entitled to:
 - 7.1. Paint, affix or attach to the function room provided any advertising signs, notices or other matter without the prior written consent of the Hotel which shall not be unreasonably withheld;
 - 7.2. Drive into the walls, floor, partition or doors of the function room any screws or nails in a manner calculated to damage same.
8. All day and evening functions must be terminated by 17h00 and 24h00 respectively, unless a later time is specifically agreed in writing with the Hotel, at the time the booking is made. Functions finishing after these times will attract a venue hire fee or R2000 (two thousand rand) per hour or part thereof, to cover the costs of the staff overtime, transport and/or accommodation.
9. No food or beverage may be brought into the allocated rooms by guests for consumption on the Hotel premises.
10. Legislation prohibits smoking in public areas, other than in a designated smoking area which is separated from the rest of the public area by a solid partition and where air is directly exhausted to the outside. Should the Client wish to make the function room a smoking venue, a sign will be placed outside the room stating that smoking is permitted. No smoking is allowed in all restrooms and pre-function rooms, i.e. the communal lobby area.

11. Payment by cheque requires cheque number, bank name and branch number, bank guarantee and prior written consent by the Hotel. Payment by credit card requires a copy of the card, card number, CVC code, expiry date and cardholder's signature and subsequent presentation of the physical credit card by the cardholder in person. Third party authorisations are strictly subject to Managements prior written consent and such terms as may be imposed.

12. The Client shall be responsible for any damage caused to the room or Hotel facilities, or the furnishings, utensils and equipment therein by any act, default, or neglect of the Client or guests, invitees or employees of the Client whether such is the Hotel's property or whether hired specifically by the Hotel for the Client and shall pay to the Hotel, on demand, the amount required to make good or remedy such damage.

13. The Client shall not be entitled to assign or cede the booking to any third party nor utilise the Hotel's facilities for any purpose than that stated without the Hotel's prior written consent.

14. A certificate signed by the General Manager or Financial Controller of the Hotel showing the amount owing by the client at any one time and reflecting the amount thereupon as due and unpaid shall be prima facie proof of the effect therein stated for the purpose of any action (whether by way of provisional sentence or otherwise) shall be sufficient proof of the clients indebtedness on insolvency or for any purpose whatsoever.

15. Any indulgence shown to the client shall not constitute a waiver or notation of the Hotel's rights.

16. All information obtained in any website, brochure, or catalogue (or which accompanies or forms part of any tender made by the Hotel) which shall include prices, is subject to change and the Hotel will not be bound to comply exactly therewith. The Hotel shall not be liable for any inaccuracies in any website, brochures or information supplied by it which the client fails to verify with the Hotel Management. Where a price increase is necessitated, the client will be notified by the Hotel within a reasonable period.

17. The Hotel shall have the right to cancel this agreement by written notice to the client in the event that the client is placed under provisional or final, judicial management or sequestration or commits any act of insolvency as defined in the Insolvency Act.

18. Advice, recommendations or opinions by representatives of the Hotel are not given and expressed in good faith and shall not constitute representations of any description, and shall not give rise to any claim against the Hotel or such representatives.

19. The parties choose as their respective domicilia citandi et executandi for all purposes under this agreement at:

19.1. The Hotel - Cnr Rivonia & West Streets, Sandton, Johannesburg, South Africa;

19.2. The Client - at its physical address stated below under the header 'PERSONAL PARTICULARS OF CLIENT' agreement.

20. This agreement constitutes the whole agreement between the parties and no warranties or representations, whether express or implied not stated herein shall be binding on the parties. No agreement at variance with the terms and conditions herein shall be binding on the parties unless reduced to writing and signed by or on behalf of the parties by duly authorised persons.

21. This agreement shall be governed by the laws of the Republic of South Africa and in the event of the Hotel having to institute legal proceedings against the client in terms of this

agreement, then the client agrees to pay the Hotel all costs incurred in respect of such action on a scale as between attorney and client including collection commission.

22. If any provision of this agreement is held to be unenforceable by any court of law, such provisions shall be severable from this agreement and shall not affect the remaining provision of this agreement which shall remain in full force and effect.

23. To ensure legal compliance with the South African Immigration Act of 2004, as documented in the Government Gazette dated 11 October 2004, it is mandatory to record the information listed in the schedule annexed hereto named "Personal Particulars of Non-S.A Residents", for all Non-South African Residents residing in a Hotel. To facilitate this legislation, it is necessary for the group rooming list to include the following information of individual guests, who are Non-South African residents.