

BOOKING AGREEMENT

between

SUN1 HOTELS PROPRIETARY LIMITED

t/a SUN1 DURBAN

(Registration No. 1990/005841/07)

(hereinafter referred to interchangeably as "the Company" or "the Hotel", where the context allows)

and

--

(hereinafter referred to as "the Customer", whose particulars are as set out below)

COMPANY/PERSONAL PARTICULARS

IDENTITY/PASSPORT NUMBER or COMPANY REGISTRATION NUMBER			
TEL NO.	(W)	(H)	(CELL)
FAX NO.	E-MAIL		
PHYSICAL ADDRESS <i>(chosen domicilium citandi et executandi)</i>			
		CODE	
POSTAL ADDRESS			
		CODE	
NAME OF EMPLOYER <i>(if applicable)</i>			
VAT REGISTRATION NO. <i>(if applicable)</i>			

BANKING PARTICULARS (for refunds)

BANK							
BRANCH NAME							
BRANCH CODE							ACCOUNT TYPE
ACCOUNT NUMBER							
ACCOUNT NAME							

BOOKING PARTICULARS

DATES		TIMES	
TYPE		BOOKING NAME	
NO OF GUESTS		SIGNAGE	
BOOKING SPACE		ACCOMMODATION	
HOTEL CONTACT		CUSTOMER CONTACT	

PAYMENT SCHEDULE

DEPOSIT	
SECOND PAYMENT	
BALANCE	
DB Number <i>(approved credit with SSHI)</i>	

KINDLY INITIAL ALL PAGES OF THIS AGREEMENT, SIGNING THE LAST PAGE IN FULL AND RETURN TO THE COMPANY VIA EMAIL.

PLEASE NOTE THAT BOOKINGS CAN ONLY BE SECURED UPON RETURN OF THIS AGREEMENT, DULY COMPLETED AND SIGNED. AS WELL AS, PROOF OF PAYMENTS AS LAID OUT IN THE PROPOSAL AND THE ABOVE PAYMENT SCHEDULE. NO CHEQUE PAYMENTS WILL BE ACCEPTED DIRECTLY BY THE COMPANY.

CUSTOMER

INITIAL:

DATE:

COMPANY

INITIAL:

DATE:

TERMS AND CONDITIONS

1. For the purposes of this schedule of conditions, the terms -
 - 1.1. "accommodation rooms" shall mean all rooms allocated by the Hotel in respect of accommodation;
 - 1.2. "the Agreement" shall mean this Booking Agreement of which these Terms and Conditions and the Company's standard Conditions of Residence form a part;
2. Unless otherwise specifically stated, all rates quoted in the Agreement are inclusive of Value Added Tax ("VAT") at the prevailing rate and the Tourism Levy currently at 1% of the accommodation room rate. Should the prevailing rate change or another tax or levy be introduced during the duration of the Agreement, the Company reserves the right to amend the quoted rates accordingly. In addition, should there be a change in the number of accommodation rooms reserved; the Company reserves the right to adjust the rate accordingly.
3. Accommodation rooms will be allocated by the Hotel at its discretion, subject to availability.
4. Subject to the availability of accommodation rooms, guests may check-in from 14h00 on the arrival date and must check-out by no later than 11h00 on the departure date.
 - 4.1. Failure to check-out by 11h00 on the departure date will entitle the Hotel to charge a levy equal to 1 day's stay for each 24 hour period or portion thereof, overstayed, unless otherwise agreed to in writing.
 - 4.2. The Hotel will endeavour to accommodate guests for an earlier check-in time if required but this is dependent on availability of accommodation rooms.
5. The Customer shall accept full liability for all additional charges incurred during the group's tenure at the Hotel, unless otherwise specified in writing and agreed to by the General Manager of the Hotel. All accounts incurred against this Agreement will be invoiced and all such invoices are due and payable on presentation, unless otherwise agreed to in writing. Any queries in respect of specific invoices shall not affect immediate payment of any other outstanding amount.
6. The Company reserves the right to cancel any booking forthwith and without liability on its part in the event of any damage or destruction of rooms or the hotel facilities by fire or other cause, any shortage of labour or food supplies, strikes, lockouts or industrial unrest, or any other causes beyond the control of the Company which shall prevent it from performing its obligations in connection with any booking. In these circumstances every effort will be made to accommodate the group at another establishment.
7. The number of guests stipulated in this agreement is a material contractual term of this Agreement. The Customer shall have the right to increase this number; provided only that the hotel is able to accommodate such increase, the hotel is given reasonable notice thereof in writing and the Customer pays the proportionate increase in price. The Customer shall furthermore be entitled to decrease the number of guests by up to 10% thereof, without incurring a charge referred to below; provided that such decrease is communicated in writing to the hotel before 60 days prior to the date of the booking. Should the Customer otherwise decrease the number of guests, then the Customer agrees to pay to the hotel, in addition to and separate from the actual contract amount payable by the Customer in respect of the reserved number of guests, an amount of:
 - 7.1. 50% of the difference between the total price, as indicated on the proposal submitted to the Customer ("the total price") and the amount by which the total price is reduced as a result of the decrease – if the decrease is communicated between 59 to 30 days prior to the date of the booking;
 - 7.2. 75% of the difference between the total price and the amount by which the total price is reduced as a result of the decrease – if the decrease is communicated between 29 to 14 days prior to the date of the booking;
 - 7.3. If the decrease is communicated 13 days or less prior to the date of the booking, the Customer shall pay the total price.
Provided further that such notification shall always be in writing and shall be on a once-off basis only, failing which the Customer shall be responsible for the total price.
8. In the event of the Customer cancelling the reservation or changing the date of the booking during a period of more than 60 days prior to the date of the proposed booking, no cancellation fee will be charged; provided that such cancellation or date change, as the case may be, shall be in writing and communicated to the hotel. Should such notification not be received by the hotel or should the Customer cancel the booking or change the date of the booking at any time 60 days or less prior to the date of the booking, then the Customer agrees that the following shall be payable by the Customer to the hotel, in addition to and separately from any amounts due to the hotel for the booking itself, as stipulated in the total price:
 - 8.1. between 59 and 30 days – 50% of the total price; and
 - 8.2. 29 days or less - 100% of the total price.
9. In all events contemplated in 7 and 8 above, the Customer agrees that the amounts to be charged in terms hereof constitute the amount of rouwkoop for which the Customer is liable. Should the agreement have been concluded at a time being less than 60 days prior to the date of the booking, the terms herein set out shall be final and binding on the Customer and the Customer shall have waived the right to notice of, variation or cancellation and the total price will be invoiced and shall apply.
10. Unless otherwise agreed to in writing by the Company, a 50% non-refundable deposit of the total price is required within 48 hours of making the booking in order to confirm the booking. The balance of the estimated total price is required no later than 7 days prior to the date of the booking and/or check in into the accommodation rooms. The Company reserves the right to release the booking should the payments not be forthcoming on due dates. Thereafter confirmations will be subject to availability. The Customer hereby agrees that any amounts held by the hotel as deposits may be set off by the Company against any amounts payable in terms of clauses 7 and 8 above.
11. All requests for billing to a Master Account are strictly subject to the prior written approval of the General Manager of the Hotel. The Master Account is the account for which the Customer is responsible and includes the cost of rooms and selected meal plan at the rates specified above, the cost of other items for which the Customer may subsequently assume the responsibility for payment and any applicable cancellation or no-show charges.
12. 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 at check in. Third party authorisations are strictly subject to the General Manager's prior written consent and such terms as he may impose.
13. The Customer specifically acknowledges and agrees that certain facilities and/or services and / or goods which may form part of the booking, may be provided by or under the control of third parties other than the Company or its affiliates or associated companies and accordingly the Customer agrees to the provision of such facilities and / or services and / or goods by such third parties.
14. Neither the Company nor the owners of the Hotel property, the management company, their agents, contractors or employees shall be liable for any loss, damage/s, destruction, injury or death which may be caused to any person (or any minor dependent of such person) or the assets, property or any item of equipment, furniture, stock or the like, brought onto the Hotel premises by the Customer, guests, invitees, employees (or minor dependents of such persons), howsoever such loss,

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damage/s, destruction, injury or death may occur, whether as a result of any foreseen or unforeseen event or any act or omission on the part of the Company or the owners of the Hotel property, the management company, their agents, contractors or employees or otherwise. Notwithstanding the foregoing, the Customer hereby indemnifies and holds harmless the Company and the owners of the Hotel, and against any suppliers of any facilities and / or services and goods which may form part of the booking or hospitality package, which may be brought against any of them relating to the Agreement.

15. The Customer acknowledges that the Company reserves the right to object to the employment by the Customer of any person in connection with the booking and that the right of admission shall be reserved by the Hotel, to be exercised at its sole discretion. Any such persons employed by the Customer shall be required to sign an indemnity indemnifying the Company against any damage suffered by such persons and confirming that they shall abide by the house rules of the Hotel before being permitted onto the premises.
16. No food or beverage may be brought into the hotel by the Customer for consumption on the premises, unless the prior written consent of the Hotel has been obtained.
17. The Customer shall be responsible for any damage caused to the rooms and/or hotel facilities, or the furnishings, utensils and equipment therein by any act, default, or neglect of the Customer or the guests, invitees or the employees of the Customer, whether such is the Company's property or whether hired specifically by the Company for the Customer, and shall pay to the Hotel, on demand, the amount required to make good or remedy such damage.
18. A certificate signed by the General Manager or Financial Controller of the Hotel, showing the amount owing by the Customer at any one time and reflecting the amount thereupon as due and unpaid shall be prima facie proof of the effects therein stated for the purpose of any action (whether by way of provisional sentence or otherwise) proof of debt on insolvency or any purpose whatsoever.
19. The Customer acknowledges and agrees on behalf of all persons to whom accommodation rooms are allocated and/or reserved in terms of this Agreement and for all persons for whom it is responsible, that the Company's standard terms and conditions of residence, as amended from time to time, shall at all times and in all respects continue to apply insofar as such terms and conditions are not in conflict with the provisions hereof and that they have agreed to be bound thereto. In the event of any such conflict between the standard terms and conditions of residence and the terms of this Agreement, the terms hereof shall be deemed to prevail.
20. Notwithstanding the amount which may at any time be owing, the Customer consents in terms of Section 45 of the Magistrate's Court Act (No. 32 of 1944, as amended) to the jurisdiction of the Magistrate's Court in any action or proceeding otherwise beyond its jurisdiction, it being understood however that the Company shall at all times be entitled to bring any such action or proceeding in the High Court. If any action be necessary, the Customer agrees to pay all costs and disbursements as between attorney and client and collection commission.
21. Any indulgence shown to the Customer shall not constitute a waiver or novation of the Company's rights.
22. The sale of any item is forbidden unless the prior written consent is obtained from the Company.
23. 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. No smoking is allowed in all restrooms and public areas, i.e. the communal lobby area.
24. All the information contained in any website, brochure, or catalogue (or which accompanies or forms part of any tender made by the Company), is subject to alteration at any time without prior notice and the Company will not be bound to comply exactly therewith. The Company shall not be liable for any inaccuracies in any websites, brochures or other information supplied by it and the Company shall not be liable

for any accidents or happenings arising out of such faulty information.

25. The Customer shall not be entitled to:
 - 25.1. paint, affix or attach any advertising signs, notices or other matter to the walls of the hotel without the prior written consent of the Company first being had and obtained; or
 - 25.2. drive into the walls, floor, partitions or doors of the hotel any screws, nails or the like.
26. The Company shall have the right to cancel this contract by written notice to the Customer in the event that the Customer is placed under provisional or final liquidation, judicial management or sequestration or commits any act of insolvency as defined in the Insolvency Act or ceases to carry on business.
27. I, by my signature hereto, agree to bind myself as surety for and co-principal debtor in solidum together with the Customer for all amounts that may be due or may become due, owing and payable by the Customer to the Company from time to time and during the duration of this contract. I furthermore waive the benefits of excussion.
28. Advices, recommendations or opinions by representatives of the Company are given and expressed in good faith and shall not constitute representations of any description, and shall not give rise to any claim against the Company or such representatives.
29. The Customer hereby choose domicilium citandi et executandi for all purposes at the physical address set out on the face of this Agreement, until the Customer has notified the Company, in writing, to the contrary.
30. The Customer shall be precluded from raising any complaint or disputing liability to the Company in any way unless it shall have notified the Company of its complaints or grounds of dispute, in writing, within 7 (Seven) days after the departure date or the date of the booking concerned.
31. No changes, alterations, variations or cancellation of any of the above conditions shall be binding on the Company unless agreed thereto by the Company in writing. These conditions and every contract in which they are incorporated, shall be governed by and construed in accordance with the Laws of the Republic of South Africa.
32. If any provision of this Agreement is held to be unenforceable by any court of law, such provision shall be severable from this Agreement and shall not affect the remaining provisions of this Agreement which shall remain in full force and effect.
33. The Customer shall not be entitled to cede or assign the booking to any third party nor utilize the Company's facilities for any other purpose than that stated herein without the Company's prior written approval.
34. This Agreement shall only become binding between the parties upon execution by the Company, failing which the Customer shall have no right to claim the existence of an agreement from the Company, whether oral or otherwise, or by reason of this Agreement having been executed by the Customer only.
35. Any term which refers to a South African legal concept or process (for example, without limiting the foregoing, winding-up or curatorship) shall be deemed to include a reference to the equivalent or analogous concept or process in any other jurisdiction in which this Agreement may apply or to the laws of which a party may be or become subject.
36. No provision herein shall be construed against or interpreted to the disadvantage of any party by reason of such party having or being deemed to have structured, drafted or introduced such provision and accordingly the *contra proferentem* rule shall not be applied in the interpretation of this Agreement.
37. In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil war, lockout, interference of trade unions, suspension of labour, fire, accident, act of terrorism or of any circumstances arising or action taken beyond or outside the reasonable control of the Company, preventing it from the performance of any obligation in terms hereof (any such event hereinafter called "force majeure") then the Company shall be relieved of its obligations in terms of this agreement during the period that the force majeure continues and shall not be liable for any delay or failure in the performance of any obligations

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herein contained or loss or damage which the Customer may suffer due to or resulting from the force majeure, provided always that a written notice shall be promptly given of any such inability by the Company. In such circumstances every effort will be made by the Company to accommodate the booking at another Company within the Tsogo Sun Group.

38. 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.

39. 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.

PERSONAL PARTICULARS OF NON-S.A. RESIDENTS

PLEASE NOTE THAT THE BELOW MENTIONED INFORMATION IS REQUIRED IN RESPECT OF EACH GUEST INCLUDED IN YOUR GROUP ROOMING LIST AND WHO IS A NON-SOUTH AFRICAN RESIDENT.

- Surname
- First Name (Full)
- Passport Number
- Residential Status
- Residential Address (Street, City, Code and Country)
- Home Telephone Number
- Mobile Telephone Number
- Office Telephone Number
- E-mail Address

BANKING PARTICULARS: SUN1 DURBAN

BANK	FIRST NATIONAL BANK															
BRANCH NAME	RMB CORPORATE BANKING															
BRANCH CODE	2	5	5	0	0	5	ACCOUNT TYPE	CHEQUE								
ACCOUNT NUMBER	5	4	4	8	1	1	9	2	6	1	3					
ACCOUNT NAME	SUN1 HOTELS (PTY) LTD t/a SUN1 DURBAN															

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PLEASE NOTE THAT BOOKINGS CAN ONLY BE SECURED UPON RETURN OF THIS AGREEMENT, DULY COMPLETED AND SIGNED AS WELL AS, PROOF OF PAYMENTS AS LAID OUT IN THE PROPOSAL AND THE PAYMENT SCHEDULE.

THE CUSTOMER/AUTHORISED REPRESENTATIVE OF THE CUSTOMER, BY HIS/HER SIGNATURE HERETO, HEREBY CONFIRMS THAT HE/SHE IS DULY AUTHORISED, THE INFORMATION SUPPLIED ABOVE IS TRUE AND CORRECT AND AGREES TO BE BOUND TO THE HOTEL'S TERMS AND CONDITIONS SET OUT ABOVE AS WELL AS TO THE COMPANY'S STANDARD CONDITIONS OF RESIDENCE.

CUSTOMER

SIGNATURE: _____

FULL NAME: _____

CAPACITY: _____

DATE: _____

COMPANY

SIGNATURE: _____

FULL NAME: _____

CAPACITY: _____

DATE: _____

(Acknowledging expressly the provisions of Clause 27 of the Terms and Conditions)

CUSTOMER
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DATE:

COMPANY
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DATE: