

## AFRICLASSIC GROUP

### STANDARD TERMS AND CONDITIONS OF CONTRACT

**IMPORTANT - All quotations or estimates provided by or bookings made with and/or all services rendered by or on behalf of The Africlassic Group are subject to these terms and conditions ('the Conditions').**

**AUTHORITY AND THE CLIENT / GUEST** - The person requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to be duly authorised, have read and accepted the Standard Terms and Conditions and to have the authority to do so on behalf of the person, company or guest in whose name the estimate or quotation or booking is requested and/or provided and/or the person to whom the services are rendered (collectively referred to as 'the Client / Guest'). The Guest is the person on whose behalf the booking is made and who will stay at Africlassic. Client and Guest might be one and the same person.

**AMBIENCE, FACILITY, GRADING, LOCATION AND SERVICES:** The Client / Guest confirm that they are aware that Africlassic are graded Tourism Grading Council of South Africa facilities, not a full service hotel, that we are located in residential or country areas which tend to be quiet areas and that we are not in the hustle and bustle of normal city/town life. Africlassic's décor and design reflects a contemporary African Style. Although the CBD / town centres might be within walking distances of our facilities it is generally not recommended that guests walk wherever they want to go – fairly common recommendation in any area in SA. Prior transport arrangements are essential. No cancellation as to the suitability of our facilities due to its location or any other reason will be entertained.

**AMENDMENTS** - No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and accepted by Client / Guest and a duly authorised representative of Africlassic.

**BOOKING CONFIRMATION** – Once the Client / Guest has enquired either in person, via telephone, fax or e-mail about accommodation availability and confirmed acceptance of the daily rate and period of accommodation either in person, via telephone, fax or e-mail, Africlassic will prepare and provide the Client / Guest with a "Booking Confirmation" sent either via e-mail or via fax or by hand. This document will confirm the Guest(s) name(s), period of stay and services requested, the rates applicable, total amount due, Africlassic specific bank account details and our Standard Terms and Conditions. Also attached will be an invoice, directions and check in arrangements and an Africlassic Credit Card Authorisation Form. Once sent or handed over to the Client / Guest it constitutes a contractual obligation on the part of Africlassic and the Client / Guest. Africlassic have the duty to reserve and hold the accommodation booked and render the services and the Client / Guest have the duty to pay the amount due as per the payment terms indicated below. Despite any Booking Confirmations Africlassic will not allow any guest access to the premises if acceptable proof of payment is not received in time.

**CANCELLATION & REFUNDS** - In the event of Client / Guest cancelling the booking, Africlassic shall have the right to retain the prepayment and claim the balance of any other amounts due under the booking. No refunds will be considered in any circumstances whatsoever by Africlassic. Refunds will be done by way of credit being available which could be utilised for future reservations. The maximum amount due which may be imposed in the event of a Client / Guest or Guest cancelling is as follows:

- 14 days prior to arrival: 0% of the total amount due
- 7 days prior to arrival: 50% of the total amount due
- 6 days or less prior to arrival 100% of the total amount due

**CONDUCT** - The Client / Guest or Guest agrees that he/she will at all times comply with ARLR's requirements in regard to his/her conduct and he/she will not in any way constitute a nuisance to any other Guests.

**CONFIDENTIALITY** – Africlassic undertakes to deal with all Client / Guest information of a personal nature on a strictly confidential basis.

**INSURANCE** - It is strongly advised that all Client / Guests or Guests take out adequate insurance cover for such events as illness, accident or injury, personal accident and personal liability, loss of or damage to baggage and sports equipment (Note that is not an exhaustive list). Africlassic will not be responsible or liable if the Client / Guest fails to take adequate insurance cover or at all.

**INTERNET BOOKINGS** – If the Client / Guest books via the Internet all the same rules and conditions apply.

**LAW & JURISDICTION & LEGAL FEES** - South African law and the jurisdiction of South African courts will govern the relationship between the Client / Guest and Africlassic. Africlassic shall be entitled to institute any legal proceedings arising out of or in connection with this contract in any Magistrates Court having jurisdiction in terms of Section 28 of the Magistrates Court Act no. 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction. The Client / Guest will be liable for all legal fees on an attorney and own Client / Guest scale in the event that Africlassic has to engage a lawyer to enforce or defend any of its rights or otherwise.

**PAYMENT, PAYMENT TERMS & METHODS OF PAYMENT** - The "Amount Payable" as indicated in the "Booking Confirmation" is due on or before the date specified in the same form. We typically insist on prepayment of the full amount upon booking. Failure to make payment or issue any Travel Agency vouchers are in itself not regarded as a cancellation and the Client / Guest will still be responsible for the full payment. Late or non-payment may result in the Guest being refused access to the facility until payment is made. The Client / Guest acknowledge that a penalty rate of 15% above the quoted rate might be levied by Africlassic on any payment made after the due date. It is the Client / Guest's responsibility to ensure that timely payment is made. The following payment methods are acceptable:

- **Credit Cards:** When paying by credit card you will be required to complete the Africlassic Credit Card Authorization form and forward it to Africlassic either via e-mail or fax. Upon receipt of the Africlassic Credit Card Authorization Form the transaction will be processed manually. We will require when selecting to pay by credit card that you guarantee that you have the authority to give us payment instruction and accept that the information, which you have provided, is correct. This indication will serve as a signature.
- **EFT Transfers:** Africlassic accept EFT transfers directly to our bank account and a proof of payment report can be e-mailed to us on the applicable e-mail address provided.
- **Cheque payments:** Cheque payments will only be accepted with prior arrangement and must be done 10 days prior to arrival by the guest.
- **Cash:** Only by prior arrangement

**RESPONSIBILITY & LIMITATION OF LIABILITY** – Bookings are accepted on the express condition that Africlassic, its employees and agents, shall not be responsible for, and shall be exempt from, all liability in respect of loss, damage, accident, injury, illness, harm, death or inconvenience to any Client / Guest (which shall be deemed to include the heirs, executors, administrators or assigns of the Client / Guest), their luggage, or other property, wherever, whenever and however the same may occur. The Client / Guest indemnify and hold harmless Africlassic, its employees and agents accordingly. Africlassic, its employees and agents shall furthermore not be liable for any indirect and/or consequential loss or damages whatsoever. Africlassic, its officers, directors, servants or agents will under no circumstances be liable for any claim for any loss, damage or injury suffered by any person whether to their person or property, howsoever caused whether or not arising from any act, omission, default, or negligence on the part of Africlassic whatsoever even if such claim is due to the gross negligence of Africlassic.

**ROOM CHOICE** - While every effort is made to accommodate Guests in the room of their choice, room placement is at the total discretion of Africlassic and is also subject to the requested room being available for the full period of the intended stay.

**SPECIAL REQUESTS** - Client / Guests who have special requests must address and specify such requests to Africlassic in advance. Africlassic will use its best endeavours to accommodate such requests; it does not guarantee that it will.

**UNSCHEDULED EXTENSIONS** - In the event of there being extensions to the reservation it will be subject to accommodation availability. Any extensions will be subject to the normal prepayment policy.

**The Conditions constitute the entire terms of the relationship between the parties. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever (whether verbal, written or electronic) regulating the relationship and the Client / Guest acknowledges that he/she has not relied on any matter or thing stated on behalf of ARLR or otherwise that is not included herein.**