

## ANNEXURE A

### TERMS AND CONDITIONS

**1. The Agreement.** The Agreement between the Client and the Hotel consists of the Quotation and these Terms and Conditions (the "**Agreement**"). Any amendment or change to the Agreement shall have no effect unless agreed upon in writing that refers specifically to the Agreement and is signed by duly authorised representatives of both parties. Each Agreement returned signed by the Client shall be an offer by the Client to purchase Event facilities and/or accommodation services and shall only become a binding Agreement when countersigned by the Hotel.

**2. Confirmation and Guest Numbers.** The final details of the Event (such as final room numbers, final timings, menus and special requests) must be confirmed at least 10 Working Days before the Event. The Client will provide the Hotel with details of the nature and agenda of the Event, names of guests and relevant third parties, upon request.

#### 3. Payment

**3.1 Price.** The price for the Event will be calculated as stated on the Quotation and is inclusive of VAT at 15% and exclusive of a 1% tourism levy. Unless otherwise stated on the Quotation, the price is net and non-commissionable. The Client guarantees the Minimum Spend or the Minimum Number will attend the Event (as applicable) and acknowledges that the Hotel has calculated its charges on this basis. The amount payable by the Client will therefore be calculated according to the highest of (a) the Minimum Number/Spend, (b) the Final Number, or (c) the number who actually attend the Event.

**3.2 Deposit.** The Client will pay the Hotel a 10% deposit within 7 Working Days of the Booking. If the Client fails to pay any such deposit by the due date, then the Hotel may (in its sole and absolute discretion) treat the Event as having been cancelled by the Client and, in the Hotel's sole and absolute discretion (i) the Hotel may set off any cancellation fees which become payable against the deposit; and (ii) if the deposit held by the Hotel is greater than the amount of any cancellation fees payable, then the balance will be refundable to the Client.

**3.3 Payment.** The Client will be required to pay the cost of the Event to the Hotel on presentation of invoice according to the payment schedule below. No allowance or refund can be made for meals and other elements not taken within the agreed package rate. Payment will be made in South African Rand payable to the Hotel by Electronic Funds Transfer (EFT).

Days	Amount due
Within 7 days of Booking	10%
90 days prior to Event	15%
60 days prior to Event	25%
30 days prior to Event	30%
14 days prior to Event	Remaining balance

*\* The amounts shown above are cumulative. For instance, if a booking is made within 45 days of the Event, a deposit of 75% will be due within 7 days of the Booking; if a booking is made within 30 days of the Event, a deposit of 100% will be due within 7 days of the Booking.*

**3.4 Credit.** Credit facilities within the Hotel may be obtained on application to the Hotel (subject to the sole and absolute discretion of the Hotel). Credit facilities must be finalised at least 2 weeks prior to the Event. All amounts incurred against an agreed credit facility will be invoiced immediately after the Event. The Client will pay all invoices on presentation of the invoice. The Hotel reserves the right to conduct credit checks or otherwise satisfy itself as to the solvency of the Client prior to providing credit facilities. The Hotel may at any time withdraw any credit facility, making any outstanding balance immediately due and payable.

**3.5 Interest on credit facilities.** When credit facilities are granted and payment is not received within the stated terms, the Hotel is entitled to charge interest plus 3% at the First National Bank prime overdraft rate. Any agreed credit accounts may not exceed their credit limit at any time.

**3.6 Extras.** The Client will pay by cash or credit card for any food and beverages or other goods and/or services not provided for in the Agreement or otherwise in correspondence but made available upon request of the Client on the day of the Event.

**3.7 Price Variations.** In the event of a change in circumstances beyond the Hotel's control (including, but not limited to, increases in the standard rate of VAT or tourism levy), the Hotel is entitled to vary the prices specified in the Agreement to the extent necessary to reflect such change.

**3.8 Invoice Dispute.** If the Client has a bona fide dispute in respect of the whole or part of an invoice, it shall notify the Hotel within 3 Working Days on receipt of invoice. Any invoice not disputed in accordance with this Clause 3.8 will be deemed to have been accepted by the Client. The parties will co-operate to resolve the dispute over any invoice as amicably and promptly as possible and on settlement of any dispute the Client will make the appropriate payment.

#### 4. Cancellation by Client

**4.1 Notice.** If the Client wishes to cancel an Event or cancel the reservation of some or all bedrooms reserved, the Client will provide the Hotel with a written notice of cancellation. Cancellation will be effective, final and binding on the Cancellation Date. Any notice of cancellation received out of the hours of 9.00am and 5.00pm Monday to Friday will be deemed made on the next Working Day. Any postponement of any Event will be considered a cancellation under this Clause 4.

**4.2 Cancellation Fee.** If the Client cancels a Booking, the Hotel will charge a cancellation fee. This cancellation fee will be calculated as a percentage of the charges payable in respect of the Minimum Number/Spend (and, if any separate charge is payable in respect of room hire, of such room hire charge), according to the Cancellation Notice as set out below. If the Event is cancelled less than 3 Working Days before the Event, the Hotel is entitled to charge according to the Final Number, if higher than the Minimum Number/Spend.

Cancellation Notice	Cancellation fee
Over 90 days before reservation	10%
90 - 61 days	25%
60 – 31 days	50%
30 – 14 days	80%
14 days or less	100%

**4.3 Cancellation of Bedrooms.** Where any bedrooms are reserved, such bedrooms:

(i) are block booked and reserved exclusively to the Client and accordingly will not be released unless notice of cancellation of such reservation in respect of the relevant bedrooms is given in accordance with Clause 4.1. The cancellation fees set out in Clause 4.2 will, if applicable, then apply.

(ii) will (unless cancelled as provided above) be charged at the room rate specified in the Agreement (or, if no separate room rate is specified in the Agreement, at the standard room rate) for all nights booked even if any guests do not stay for all nights so booked (including by reason of early departure).

**4.4 Bedroom Cancellation Fee.** Cancellation of some or all bedrooms will incur a cancellation fee according to the cancellation fees set out in Clause 4.2.

**4.5 Pre-Estimate of Loss.** The cancellation fees payable under this Clause 4 are a genuine pre-estimate of the loss the Hotel will incur arising out of a cancellation. The actual losses incurred by the Hotel may be greater or lesser than these cancellation fees. Upon receipt of written cancellation of the bedrooms, rooms will be returned into general inventory at best available rate.

**4.6 Third Party Reimbursement.** In addition to the cancellation fees due under Clauses 4.2 and 4.4, the Client will reimburse the Hotel (on an indemnity basis) for any expenditure incurred in respect of any cancelled Event including (but not limited to) any costs, charges or penalties as a result of having to make consequential cancellation of its own arrangements with third parties in relation to the Event.

**4.7 Invoicing.** The Hotel may invoice the Client for any cancellation fees payable at any time after the cancellation. The Client will pay such invoice on presentation of invoice.

#### 5. Cancellation by the Hotel

**5.1 Cancellation by Hotel.** The Hotel may cancel the Booking:

(i) if the booking might prejudice the reputation of the Hotel;

(ii) if the Hotel becomes aware of any deterioration in the Client's financial situation such that the Hotel reasonably considers the Client may not be able to fulfil its material obligations under the Agreement; or

(iii) if the Client fails to pay any sum when due.

**5.2 Cancellation Fees.** The Hotel is entitled to charge the cancellation fees provided in Clause 4 in the event of any cancellation under this Clause 5.

**5.3 Change of Venue.** The Hotel is entitled to change the venue booked as stated in the Quotation for reasonable business reasons on notice to the Client. In such circumstances, the Hotel will use reasonable endeavours to provide the Client with a venue of equal quality and comfort.

#### 6. Outside Services and Advertising

The Client will obtain the prior consent of the Hotel for any entertainment or services contracted for the Event by the Client, all of which must comply with any statutory codes and regulations. In addition, the Client is responsible for obtaining, and the costs relating to, all necessary approvals required by statute, regulations or by-laws for any outdoor directional or advertising signage relating to the Event.

#### 7. Health & Safety and Security

**7.1 Health & Safety.** The Client must fully comply (and ensure the full compliance of its sub-contractors, employees and guests) with the Hotel's health and safety policy, a copy of which is available on request from the Hotel.

7.2 Security. For reasons of security, the Hotel may need to search guests or third party suppliers' belongings and equipment. The Client will ensure co-operation with any such searches undertaken by the Hotel.

## 8. Corkage

No wines, spirits, food or beverage may be brought into the Hotel or grounds by or on behalf of the Client or any guests for consumption on the Hotel premises without the prior written consent of the Hotel, for which a charge will be made.

## 9. Marriott Bonvoy Event

9.1 **Marriott Bonvoy Events.** Approximately 10 days after the Event, the Hotel will either award Points to, or submit an award for Airline Miles, as applicable, to the individual or individuals specified in the Quotation. The number of Points or Airline Miles will be awarded in accordance with the Marriott Bonvoy terms and conditions (available at <https://www.marriott.com/loyalty.mi>) in effect at the time of the award, which terms and conditions may be changed at the sole discretion of Marriott Bonvoy at any time without notice.

9.2 **Eligibility.** Points or Miles may not be awarded as part of the Marriott Bonvoy Events program to: (1) any government employee or official booking a government event; (2) any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in Asia Pacific only are further restricted and may not award Points or Miles to any intermediaries or travel agents booking group events on behalf of any government entity or SOE. [Please click Marriott Bonvoy Events](#) for more information regarding who may or may not participate in Marriott Bonvoy Events.

## 10. Liability of the Hotel

10.1 **Limitation.** This Clause 10 sets out the Hotel's entire liability in respect of any breach of these Conditions or the Agreement and any representation, statement or act or omission including in delict arising under or in connection with the Agreement.

10.2 **Hotel Indemnity.** The Hotel hereby indemnifies and holds the Client and its shareholders, officers, directors, agents and employees harmless from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorney's fees, including death and personal injuries and damage to property arising out of the gross negligence or willful misconduct of the Hotel or its employees.

10.3 **Client Indemnity.** The Client hereby indemnifies and holds the Hotel and Luxury Hotel Hotels International South Africa (Pty) Ltd and its shareholders, officers, directors, agents and employees harmless from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorney's fees, including death and personal injuries and damage to property arising out of the gross negligence or willful misconduct of the Client or its employees or invitees.

10.4 **Waiver.** Under no circumstances will the Hotel or the Client be liable, whether in contract, delict or otherwise for any indirect loss, economic loss, special damages or punitive damages howsoever arising.

10.5 **Disclaimer.** It is a condition of the Client's occupation of the Hotel that the Client is responsible for any accident or bodily injury to any of the Client's employees or loss or damage to any property belonging to the Client's employees, howsoever arising, except where such loss arises out of the gross negligence or willful misconduct of the Hotel or its employees. The Client is advised to carry its own insurance to cover such events.

10.6 **Extraordinary Events.** The performance of this Agreement (save for any obligation to make payment) is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities, epidemics, pandemics – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this clause is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than 10 Working Days - after learning of such basis.

## 11. House Rules; Damage

The Client acknowledges that terms and conditions of residence apply to the Booking and individual Hotels may also have their own house rules that will apply. The Client will be responsible to the Hotel for any damage caused to the allocated rooms or the furnishings, utensils and equipment therein or to the Hotel generally by any act, default or neglect of the Client or any sub-contractor, employee or guest of the Client and will pay to the Hotel on demand the amount required to make good or remedy any such damage, howsoever caused.

## 12. Anti-Corruption and Sanctions

12.1 **General.** The Client acknowledges that the Hotel, its management company and/or their respective affiliates may be subject to, and required to comply with, Anti-Corruption and Sanction Laws.

12.2 **Compliance.** The Client acknowledges and agrees that the Hotel, its management company and/or their respective affiliates, in furtherance of any of their obligations in respect of the Anti-Corruption and Sanctions Laws, may take any and all actions deemed necessary in their sole discretion to ensure continued compliance with the Anti-Corruption and Sanctions Laws, including, without limitation, immediate termination of this Agreement upon notice without liability.

12.3 **Indemnity.** The Client hereby indemnifies and holds harmless, irrevocably and in perpetuity, the Hotel and its affiliates from any and all claims of whatsoever nature made by any third party arising, whether directly or indirectly, as a result of a breach by the Client of any one or more of the undertakings set out in this Clause 12.

## 13. Data Privacy

13.1 **Privacy Statement.** Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. The Hotel will comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement" currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement. Without limiting the foregoing obligation, the Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

13.2 **Rights and Permissions.** The Client will obtain all necessary rights and permissions prior to providing any personal data to the Hotel, including all rights and permissions required for the Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with the Hotel's privacy statement and applicable law. Notwithstanding any other provision, the Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

## 14. General

14.1 **Agents.** If the Client contracts with the Hotel through an Agent, the agent acts in that capacity for the Client, and not the Hotel and the Client accepts full responsibility for the payment of the Hotel's account.

14.2 **Governing Law and Jurisdiction.** The Agreement will be governed by and construed in all respects in accordance with the laws of South Africa.

14.3 **Time is of the Essence.** For all payment obligations under these Conditions, time will be of the essence.

14.4 **Cession.** The Client is not entitled to assign or cede the Agreement or the Booking to any third party.

14.5 **Intellectual Property.** The Client will not use any of Hotel's trademarks or intellectual property without the prior written consent of the Hotel.

14.6 **Entire Agreement.** The Agreement sets out the entire agreement and understanding between the Client and the Hotel and supersedes and replaces all documentation previously issued by either party in relation to its subject matter.

14.7 **Waiver.** No waiver by the Hotel of any breach of this Agreement by the Client will prevent the subsequent enforcement of the Agreement.

14.8 **Validity.** If at any time any one or more of these Conditions is held to be or becomes void or unenforceable, it will be omitted from the Agreement and the remainder of the Agreement shall remain in full force and effect.

## 15. Definitions

The following terms when used in this Agreement have the following meanings:

"**Agreement**" has the meaning in Clause 1.

"**Airline Miles**" means frequent flyer miles awarded by participating airline frequent flyer programmes.

"**Anti-Corruption and Sanction Laws**" means, collectively, the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and other similar laws that prohibit the offering, making or receiving bribes or other inappropriate payments; and laws that prohibit or restrict the Hotel from doing business with certain persons, entities or governments because of economic sanctions, trade sanctions or trade embargoes imposed, administered or enforced from time to time by any government, including the U.S. Treasury Department's Office of Foreign Assets Control and the U.S. Department of State.

"**Booking**" means a confirmed reservation as set out in the Quotation.

"**Cancellation Date**" means the Working Day on which the Hotel receives written notice of cancellation.

**"Cancellation Notice"** means the number of clear days (that is not counting the Cancellation Date and the date of the Event) between the Cancellation Date and the date of the Event.

**"Client"** means the person, firm or company responsible for commissioning and payment of the Event.

**"Event"** means the event or function or rooms specified in the Agreement.

**"Final Number"** means the number of guests confirmed as attending the Event by the Client 3 days before the Event. **"Likely Number"** means the number of guests stated in the Quotation as likely to attend the Event.

**"Hotel"** means the hotel at which the facilities are booked.

**"Minimum Number"** means the lowest number of guests irrespective of the numbers that attend the Event for which payment will be made as set out in the Quotation.

**"Minimum Spend"** means the minimum payment for the Event due from the Client.

**"Points"** means loyalty points awarded under the Marriott Rewards loyalty programme from time to time.

**"Working Day"** means Monday to Friday excluding bank holidays and other public holidays.

**"Quotation"** means the document containing all the Event details.