

# STANDARD TERMS AND CONDITIONS YAMI NAWE LODGE

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All bookings under this agreement shall be subject to the following terms and conditions:

1. Unless stated otherwise in the face hereto, 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. All quotations sent have a 48 hrs validity subject to availability of accommodation.
2. The Lodge reserves the right to cancel any booking forthwith and without liability on its part in the event of damage to, or destruction of the allocated causes beyond the control of the Lodge which shall prevent it from performing its obligations in connection with any booking.
3. The Lodge reserves the right to change the name and location of the Customer's previously designated function/conference room upon having given reasonable notice to do so.
4. The provision of standard operating apparel and / or equipment for e.g. linen used by the Lodge shall be dependent on availability.
5. Should the booking be cancelled in WRITING:
  - 5.1 60 days or more prior to the agreed date, no cancellation fee will be charged.
  - 5.2 A cancellation fee of 25% will be charged for cancellation 30 to 59 days before the event.
  - 5.3 A cancellation fee of 50% will be charged for cancellations 15 to 29 days before the event.
  - 5.4 A cancellation fee of 57% will be charged for cancellations 8 to 14 days before the event.
  - 5.5 A cancellation fee of 100% will be charged for cancellations 0 to 7 days before the event.
  - 5.6 All NO shows and same day cancellations will be charged the full amount due.
  - 5.7 or, reduced in WRITING, by more than:
    - 5.7.1 50% between 89-60 days prior to the agreed date, 50% of the anticipated revenue will be charged.
    - 5.7.2 25% between 59-30 days prior to the agreed date, 75% of the anticipated revenue will be charged.

5.7.3 5% between 29-4 days prior to the agreed date, 95% of the anticipated revenue will be charged. Any reductions 3 days prior to the event will be charged in full.

6. The Lodge reserves the right to require payment of a deposit (60%) at any time prior to the date of the booking. Should the Customer fail to pay such deposit by the date indicated on the face of this agreement, or within 7 days of being requested to do so the Lodge shall deem the booking to be cancelled.
7. If any amount owed by the Customer is not paid on due date, then without prejudice to or any other right it may have, the Lodge may immediately suspend the carrying out of any of its then uncompleted obligations until the payment is made.
8. The Customer, its employees, guests or invitees enter and / or access and / or use the premises of the Lodge at their sole and exclusive risk. Neither the owner of these premises, nor the Lodge, its subsidiaries and/or associated companies, their workmen, employees, sub-contractors and / or agents are or may be held liable and / or responsible for any direct, indirect, special, punitive, incidental, exemplary, consequential or any other loss or damages caused through the negligence of the owner, or otherwise arising out of any other cause whatsoever, including but not limited to damages or loss or personal injury or fatal injury caused by fire, theft, floods, force majeure, third party acts, civil unrest and / or insurgence, to the parked vehicles or any content left therein or for any injuries or fatality suffered by any person entering, accessing or using these premises. The person entering, accessing or using these premises, hereby indemnify and hold harmless the owner against all and any claims of whatsoever kind of nature and howsoever arising, which may be made against the owner by any claimant whatsoever in respect of personal injury or fatality or damage to vehicles or property, occurring or arising out of any one or more of the incidents set out above, nothing omitted.
9. The Customer shall be responsible for any damage caused to the allocated rooms, furnishings, utensils and equipment therein, by any act or omission of the Customer, its employees, guests or invitees of the Customer.
10. The Customer shall not be entitled to:
  - 10.1 Paint, affix or attach to the bedroom / function / conference room provided, any advertising signs, notices or other matter without prior written consent of the Lodge.
  - 10.2 Drive into the walls. Floors, partition or doors of the Bedroom / function / conference room any screws or nails in a manner calculated to damage same.
11. All day and evening functions / conferences must terminate by 20h00 and 22h00 respectively unless on the isolated arrangement. a later time is specifically agreed in writing with the Lodge, at the time the booking is made.

12. Food or beverages may be brought in to the allocated rooms by Customers for consumption on the premises although not at the bar (drinks are sold in the bar).
13. The customer shall not be entitled to assign or cede the booking to any third party or utilize the Lodge's facilities for any purpose than that stated without the Lodge's written consent which shall not be unreasonably withheld.
14. The Lodge may cancel the contract or any uncompleted part of it, or the Customer's credit facility, if the Customer commits a breach of any of the terms of conditions of this contract; or, is provisionally or finally sequestrated or surrenders or makes application to surrender his estate; or, being a partnership, the partnership terminated; or, being a company or close corporation, is placed under a provisional or final order of liquidation or judicial management; or, has a judgement recorded against it which remains unsatisfied for 7 days; or, compromises or attempts to compromise generally with any of the Customer's creditors. The Lodge's rights as aforesaid shall not be exhaustive and shall be in addition to its common law rights. Upon the cancellation of the contract or the credit facility granted to the Customer by the Lodge for any reason whatsoever all amounts owed by the Customer to the Lodge in terms of the contract shall become due and payable forthwith. In such circumstances the Customer herewith cedes, assigns and transfers as security for the payment by the Customer of all amounts due by them to the Lodge, all its right, title and interest in and to all claims of whatsoever nature and howsoever arising which the client may have against its own debtors, without any limitation whatsoever, and the Lodge would then be entitled to recover the amount due to it by the Customer directly from such a debtor or debtors.
15. The signature of any employee or agent of the Lodge which appears on the Lodge's official invoice will constitute prima facie evidence of the supply of the accommodation and services.
16. The Lodge has the right not to accommodate the Customer without an original order / voucher or confirmation letter with clear billing instructions, in the event of a booking made by a third party on behalf of the customer.
17. A certificate signed by the General Manager or Financial Controller of the Lodge 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 effect therein stated for the purpose of any action whether by way of provisional judgement (or otherwise) shall be sufficient proof of the Customer's indebtedness on insolvency or for any other purpose whatsoever.
18. Any indulgence shown to the Customer shall not constitute a waiver or abatement of the Lodge's rights.

19. All information obtained in any brochure, or catalogue which accompanies or forms part of any tender or advertisement made by the Lodge, which shall include prices, is subject to change and the Lodge will not be bound to comply exactly therewith. The Lodge shall not be liable for any inaccuracies in any brochures or information supplied by it which the Customer fails to verify with the Lodge Management in writing. Where a price increase is necessitated, the Customer will be notified within a reasonable period.
20. Advice, recommendations or opinions by representatives of the Lodge 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 Lodge or any such representatives.
21. The parties choose as their respective place of summons and execution for the effective service of all notices and legal processes following from this agreement, the trading/residential addresses and eMail address set out on the face hereto. The parties shall be entitled to change their respective domicilia citandi et executandi from time to time by giving written notice of an alternative address within the Republic of South Africa to the other party to this agreement, which notices shall take effect upon receipt of such notice of change by the addressee. All notices required to be given in terms of this agreement shall be in writing and shall either be delivered by hand to the domicilium as set out therein or be forwarded by pre-paid registered post to the postal address set out therein, in which latter event it shall be deemed to have been received by the addressee on the 7<sup>th</sup> (seventh) day after posting. Any notice faxed to the fax number of a party shall be regarded as properly delivered on the 1<sup>st</sup> (first) business day following the day on which the fax was successfully transmitted, provided that it has been confirmed by registered letter posted no later than the business day immediately following the date of transmission.
22. 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 authorized persons.
23. This agreement shall be governed by the Laws of the Republic of South Africa. In the event of the Lodge having to institute legal proceedings against the Customer in terms of this Agreement, the Customer agrees to pay the Lodge all costs incurred in respect of such action on a scale as between attorney and own client including collection commission.
24. These terms and conditions apply mutatis mutandis not only to any future contract(s) between the Lodge and the Customer for accommodation and services, but also to the agreement between the Lodge and the Customer in terms of which a credit facility is granted to the Customer by the Lodge.

