

HOUSE RITZE TERMS, CONDITIONS AND POLICIES

(UPD 20 JULY 2023)

Contents

1. GENERAL TERMS AND CONDITIONS OF WEBSITE USE.....	1
1.1. Definitions.....	1
1.2. Privacy Policy and Data Privacy	1
1.3. Ownership of Site and its Contents.....	1
1.4. Warranties and Undertakings	1
1.5. Use of Cookies	2
2. PROTECTION OF PERSONAL INFORMATION ACT (POPI ACT).....	3
3. STANDARD TERMS AND CONDITIONS OF HOUSE RITZE.....	3
3.1. Introduction.....	3
3.2. Interpretation	3
3.3. Duration.....	4
3.4. General Reservation Terms and Conditions	4
3.5. Reservations, Cancellation and No Show Policies.....	4
3.6. Rates and Payment	5
3.7. House Rules.....	6
3.8. Liability	8
3.9. Water and Electricity Supply	8
3.10. Pets and Animals.....	8
3.11. Parking	8
3.12. Data Privacy	9
3.13. Disputes	9
3.14. Binding Agreement and Jurisdiction.....	9

HOUSE RITZE TERMS AND CONDITIONS

1. GENERAL TERMS AND CONDITIONS OF WEBSITE USE

1.1. Definitions

John B. Belgrove Properties (Pty) Ltd trading as House Ritze (HR) is a registered private company, in accordance of the Company laws of the Republic of South Africa.

The term “Client”, “Corporate”, Corporate Client”, “you” or “your” are synonymous and refer to a person or an organisation who wishes to access the site for information and/or reservation purposes or to use any services offered by HR.

1.2. Privacy Policy and Data Privacy

We would like to protect your privacy and data. Refer to our Privacy Policy and Data Privacy Policy for information how we collect, use and disclose personal information. The terms of our Privacy Policy and Data Privacy Policy are incorporated herein by this reference. Should you wish us not to use the personal information, please send an email to reservations@houseritze.com

1.3. Ownership of Site and its Contents

You acknowledge that this Site is owned by, and all intellectual property rights herein vest in HR, our licensors, advertisers or third-party content providers (where applicable) and that any unauthorised use thereof is expressly prohibited. Unless otherwise indicated, all the content featured or displayed on this Site, including, but not limited to, text, graphics, data, photographic images, moving images, sound, illustrations, software, selection and arrangement thereof (“Site Content”) is owned by HR, our licensors or third-party content providers (as applicable). All elements of the Site Content are protected by copy right. We reserve the right at any time to change or discontinue without notice, any aspect or feature of the site. You may view, electronically copy and print portions of the website for personal use and for purposes of making online reservations. Any other use, including reproduction other as aforesaid, amendment/modification, or distribution, without our prior written consent, is strictly prohibited and constitutes an unlawful infringement of our intellectual copy rights.

1.4. Warranties and Undertakings

You undertake to conduct all dealings with HR and other users of the Site with the utmost good faith and in accordance with all applicable laws. You warrant that every instruction and all information given by you to HR shall be accurate, true and correct. HR makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding, without limitation, the Site, its content and/or accuracy thereof, any service provided via the Site or the suitability of

any of the services for a particular purpose or the effectiveness of any security encryption facilities. HR, its directors, employees, agents or representatives shall not be responsible for any loss, liability, damage (whether direct, indirect or consequential) or expense of any nature whatsoever which may be suffered by you, the recipient of any services or any third party arising from or as a result of the conclusion of any agreement for the service, or as a result of or which may be attributable (directly or indirectly) to your use of or reliance on the Site, including any information provided thereon, services provided via this Site; any viruses that may infect your computer or any other property on account of your access to and/or use of the Site; the efficacy of any security or encryption facilities; or the internet and you indemnify and hold HR harmless in respect of any loss, liability, damage (whether direct, indirect or consequential) or expense of any nature whatsoever, which may be suffered by you or any third party as a result of or which may be attributable, directly or indirectly to the aforesaid.

HR reserves the right to change any of the terms and condition contained in the Site Terms or any policy or guidelines of the Site, at any time in our sole discretion. Any changes will be effective immediately upon posting on the Site. Your continued use of the Site following the posting of changes will constitute your acceptance of such changes.

1.5. Use of Cookies

Information and data is automatically collected through the standard operation of the internet servers and through the use of "cookies".

A cookie is a small text file that is placed on your hard disk by a Web page server and can be used to recognise repeat users. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies generally work by assigning a unique number to you, and can only be read by a web server in the domain that issued the cookie to you. Cookies are used to recognise you, remember your preferences and personalise your experience that is in line with your settings.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. This helps us to recall your specific information such as shipping and billing addresses to enhance your site experience.

You will have the ability to accept or decline cookies by activating the appropriate settings on your browser. Most Web browsers automatically accept cookies, but you can modify this. In the event that you choose to decline cookies, you may not be able to fully experience the features of the website. In some instances certain services, features and functionality may not be available to you.

1.5.1. Our Website will, inter alia, and as amended from time to time:

1.5.1.1. Remember what is in your shopping basket;

- 1.5.1.2. Remember where you are in the order process;
- 1.5.1.3. Remember that you are logged in and that your session is secure;
- 1.5.1.4. Offer live chat support if available;
- 1.5.1.5. Track the pages that you visit via Adobe Analytics, Google Analytics or similar Analytics tracking software;
- 1.5.1.6. Target Cookies; and
- 1.5.1.7. Allow you to share pages with social media networks such as Facebook or Linked In (if available)

2. PROTECTION OF PERSONAL INFORMATION ACT (POPI ACT)

For purposes of the POPI Act HR's Information office contact details are as follows;

Information Officer Name : Matty Manthe

Information Officer email : reservations@houseritze.com

Contact Number : 087 161 1002

3. STANDARD TERMS AND CONDITIONS OF HOUSE RITZE

Any reservation and use of the facilities at House Ritze (HR) is subject to the Standard Terms and Conditions of HR. By clicking the "Terms and Conditions" button and/or signing the Guest Registration Card and/or Guest Intake Form and/or entering the facility, you accept all the Terms and Conditions as contained herein.

3.1. Introduction

John B. Belgrove Properties (Pty) Ltd t/a House Ritze (HR) is a private company with limited liability duly registered in accordance with the company laws of the Republic of South Africa. The Guest is the person whose details and signature appear on the registration card and who accepts these terms and accepts responsibility on behalf of all persons indicated on the registration card and/or residing at HR as well as their visitors from time to time. The Guest agrees to enter the HR premises and HR facilities subject to these terms.

3.2. Interpretation

The rule of construction that an agreement shall be interpreted against the person responsible for its drafting or preparation shall not apply to these terms.

3.3. Duration

These terms shall commence on date of signature of the registration card and shall continue until the Guest has completed his stay at HR and paid all amounts outstanding and due and payable to HR as well as having left the HR premises.

3.4. General Reservation Terms and Conditions

Guests will be required to produce an authentic form of identification at time of check-in; acceptable forms of identification are South African Identity card or book or a valid passport, of which a copy will be taken.

Our website has an operational payment gateway and any credit card details supplied will be charged immediately, with all successful transactions credited to the reservation and reflected on the guests tax invoice on departure. All charges and refunds will be processed in local currency. The card used to make a reservation must be presented at the time of check-in along with valid matching identification. Full payment in respect of other services rendered by HR shall be payable by the residents prior to departure from HR.

HR rates are non-refundable or transferable. The breakfast is applicable for the morning after the nights accommodation.

3.5. Reservations, Cancellation and No Show Policies

3.5.1. Reservations

All reservations must be made by 15h00 of the day of stay.

In order to confirm the availability at HR a guest must make a reservation through a HR approved on-line booking channel, telephonically, by email or through a travel agent. Walk-ins are acceptable subject to availability at the time. All reservations will be held until 16h00 on the reserved date of arrival. All reservations not guarantee for late arrival after 16h00 will be released and cancelled at 16h00. If a guest arrives after 16h00 and HR has a vacancy, the reservation may be reinstated and the guest checked in.

Overbooking may occur inadvertently from time to time. In this event HR will reserve a room at another equivalent guest house / BnB.

3.5.2. Cancellations

All refunds where applicable shall be processed within 5 business days from the date of cancellation.

3.5.2.1. Cancellations More than 48 hours from date of arrival

In the event of a Guest cancelling a reservation more than 48 hours from the date of arrival, HR shall refund the full amount paid in advance.

3.5.2.2. Within 48 hours of arrival date

In the event of a Guest cancelling a reservation within 48 hours from the arrival date no refund shall be payable.

3.5.3. No show

No refunds shall be given in the event that a Guest is a no show.

3.6. Rates and Payment

3.6.1. Reservations must be paid in full in order to secure the reservation.

3.6.2. The rates payable for any reservation are indicated when a Guest makes a reservation. On arrival and check-in, a Guest must present a credit or debit card with details including, Cardholder name, Card type, 16 digit card number, expiry date, CVV number against which HR shall debit the full room rates (if not paid upfront), tourism related levy (if applicable), VAT and/or any other amounts agreed on.

3.6.3. Guests shall be liable for payment for all extras invoiced on check-out including but not limited to cost for breakfast (if not included in rate), additional food and bar/mini bar accounts, transport, business administration, laundry, damages, breakage deposit and/or actual costs etc. In the event that a Guest fails to pay such extras then such amount shall be debited against the credit card or corporate account or invoiced, in which event such invoice shall be paid within 3 (three) days of HR written demand, failing which HR shall be entitled to charge penalty interest at the prime overdraft rate of HR's bankers plus 3% from due date to date of full payment of such overdue amount, together with such attorney's legal costs (on attorney own client basis) and collection fees incurred. Cheques will not be accepted for any purpose whatsoever.

3.6.4. If at any time any tax or levy is increased as a result of a change in any relevant local law applicable, then HR shall be entitled to immediately levy such increase when effective without any further notice to any person.

3.6.5. All payments to be made hereunder to HR shall be made free and clear of, and without any deduction for or on account of any set-off or counterclaim. Guests shall not be entitled to exercise any right of set off with respect to any amounts owing to HR under this Agreement against any amounts owing to him/her under any other agreement or obligation.

3.6.6. EFT payments may be made into HR's designated bank account to settle accounts. The Guest is responsible for verifying HR's bank details. Accordingly HR will not be responsible for fraudulent changes to bank details that have not been verified by the guest and HR is hereby indemnified against any resultant loss or damage incurred.

3.6.7. In the event of non-payment by the guest of any amount due or owing to HR for any reason whatsoever, the Guest, by his signature hereto, or by clicking "Accept" on the terms and conditions or by signing the Guest Registration Form, hereby expressly provides his/her consent to being listed to on any credit bureau system by HR without any further notice.

3.7. House Rules

3.7.1. General

- 3.7.1.1. Only checked-in guests are permitted to make use of the accommodation and overnight at HR.
- 3.7.1.2. Guests may by prior arrangement and at HR Management's sole discretion receive visitors. All visitors shall however leave the HR premises by 19h00.

3.7.2. Check-in and Check-out

- 3.7.2.1. Guests shall be permitted to check in after 14h00 on the day the booking commences.
- 3.7.2.2. Guests shall be required to check out by 10h00 on the day of departure. Late check outs shall incur an additional charge.

3.7.3. Room Configuration

- 3.7.3.1. Rooms are configured at the discretion of the HR Management. The configurations may be amended by HR from time to time in its sole discretion.
- 3.7.3.2. HR reserves the right in its sole discretion to determine, from time to time, how many guests are permitted per room. It is the Guest's responsibility to pre-confirm with HR the room configuration and guest allocation per room. HR accepts no liability should HR need to book additional rooms on registration due to the incorrect room configuration/guest quote made on reservation.
- 3.7.3.3. All rooms in HR are configured as non-smoking rooms. No smoking is permitted in the public indoor spaces. Smoking is only permitted in outside areas in accordance with the Tobacco Control Act.
- 3.7.3.4. Rooms may be occupied by a maximum of 2 adults. Adults are classified as any person 18 years and older.
- 3.7.3.5. For children please refer to "Child Policy" section.

3.7.4. Child Policy

- 3.7.4.1. Children can only be accommodated in the JB, Lammert and Joji & Zoleka suites. The accommodation of children and the rate charged shall be at the sole discretion of HR management.
- 3.7.4.2. A maximum of 1 sleeper couch or 2 camp cots is permissible per suite.

3.7.4.3. Children must share a suite with at least 1 adult.

3.7.5. Safety and Security

- 3.7.5.1. Third party contractors shall be on the HR premises from time to time and accordingly Guests indemnify HR against any loss, damage, death or injury caused by any act or omission of such third party contractors.
- 3.7.5.2. Guests are responsible for safe-keeping of their own valuables and travel documentation, wherever it may occur on the HR premises and accordingly HR accepts no liability whatsoever for lost, stolen or damaged valuables.
- 3.7.5.3. No weapons of any description are permitted to be brought onto the HR premises nor may weapons be kept or handled anywhere in or on the HR premises, it being the risk and responsibility of the owner of the weapons to ensure that weapons are properly secured off site.
- 3.7.5.4. Whilst HR has taken reasonable security precautions at its premises and is concerned with the safety and security of its Guests and their property, HR does not warrant the safety of any person or any part of the HR premises and it is the responsibility of a Guest to take reasonable safety precautions to ensure her / her safety and well-being.
- 3.7.5.5. Guests consent to the Management of HR accessing the Guest's room if they have reasonable cause to believe access is necessary in the interest of the health and/or safety and/or security of the Guest and/or any person for whom the Guest is responsible and/or HR staff and/or HR property, and the Guest indemnifies HR against any loss, damage, death or injury incurred by the Guests or any person for whom the Guest is responsible howsoever arising from such access.
- 3.7.5.6. Guests make use of all hotel facilities at their own risk, including but not limited to the use of dining facilities, parking areas, shuttle / taxi services, swimming pools, gymnasium facilities, WiFi, business facilities and the like.
- 3.7.5.7. Guests are to specifically note that HR swimming pools are not gated off / covered or contained and no life guards are on duty at any time. It is the Guests responsibility to at all times supervise children under the age of 18 both at the swimming pool and HR premises in general. Guests indemnify HR against any loss, damage, death or injury caused to a minor whilst not under the supervision of the Guest.
- 3.7.5.8. Should a Guest contract with the hotel to stage an event, then the Guest shall remain liable and indemnifies HR against any loss, damage, death or injury, costs, fines, penalties and the like arising from any act or omission of Guest appointed third party contractors, including but not limited to any third party contractor failing to adhere to any laws applicable to the services rendered by them for such event.

3.7.5.9. In addition to the aforementioned, each part of HR premises may have signage detailing specific rules applicable to that part of the premises. Such signage is deemed to be incorporated into these terms by this reference.

3.7.5.10. The Guest shall be liable and indemnifies HR against any loss, damage, medical and/or safety and/or security emergency costs, fines, penalties and the like arising from a Guest, and or any person for whom a Guest is responsible under this Agreement.

3.7.6. Breakages

The Guest shall be liable for all breakages that occur in the suite occupied by the Guest.

3.7.7. Right of Admission is reserved

HR reserves the right of admission to the facilities and premises. Any person that unreasonably infringes, in the sole discretion of HR management, on any Guest, person, staff, agent etc. ability to enjoy use of HR or execute their duties, will be removed without compensation from HR.

3.8. Liability

3.8.1. To the maximum extent permitted by applicable law, the Guest (including their visitors) and any person for who is a signatory under these terms indemnifies, defends and holds HR (and its personnel) harmless, and shall keep HR fully and effectively indemnified against:

3.8.1.1. Any and all loss of or damage to any property, reputation, dignity or injury to or death of any person, including the Guest and/or any person for whom the Guest is responsible under these terms;

3.8.1.2. Loss, damage (including attorneys' fees on an attorney and own client basis), cost and expense which HR may suffer or incur arising directly or indirectly from any act or omission of HR or its personnel and/or the Guest and/or any person for whom the Guest is responsible.

3.9. Water and Electricity Supply

Electricity and water outages can occur from time to time. HR shall not be held liable for any damages suffered (directly, indirectly or consequently) by any Guest in such an event.

3.10. Pets and Animals

Please note that we do not allow any pets or other household animals on the premises. Failure to adhere to this condition may result in the Guest being removed from the premises without a refund.

3.11. Parking

Where on-site parking is provided guests accept that they park their vehicles at their own risk.

3.12. Data Privacy

The Guest acknowledges that when making a reservation HR is obliged by law to collect the personal information of all guests residing at the hotel and may from time to time be required to provide such information to the relevant government and/or regulatory authorities. Accordingly HR will collect personal information of guests for these purposes and also for safety and security purposes of HR and all its guests ("the Purposes"). In the event that a Guest cannot or will not provide the personal information as required HR is not permitted by law to accept a reservation.

The Guest hereby consents to HR collecting the Guest's personal information and that all the persons resident at HR at the invitation of the Guest who signs this document, for the Purposes. HR undertakes to treat all personal information as confidential information and shall not disclose same for any other purpose, without the prior written consent of the guests to whom the information relates, save where HR is required by law to do so.

Our public areas may be monitored by CCTV cameras for public safety and security, crime prevention and quality control.

3.13. Disputes

Any complaint or dispute must first be referred to the HR manager who shall attempt to resolve the dispute. In the event that such dispute is not resolved within 10 working days from first notification then the dispute shall be referred to senior managers at HR who shall attempt to resolve the dispute. HR reserves the right, in its sole discretion, to refer a dispute to alternative dispute resolution forums such as mediation or arbitration.

3.14. Binding Agreement and Jurisdiction

These terms constitute the entire agreement between HR and the Guest in respect of the subject matter of these terms. No amendment or modification to these terms shall be effective unless in writing and signed by an authorised signatory of HR. No indulgence shall be, or be deemed to be, a waiver of any of these terms and no waiver of any breach shall operate as a waiver of any continuing or subsequent breach. These terms shall be governed and construed according to the laws of the Republic of South Africa and all parties agree to the jurisdiction of the magistrates court of East London, South Africa.