



## TERMS AND CONDITIONS OF RESIDENCE

### PERSON MAKING THE BOOKING

The person making the booking ('the Principal Customer'), whether in his/her personal capacity, for his/her family or a group (whether traveling socially, for leisure or for business, tourism, or incentives) will be personally liable for the booking and accommodation, cancellation, non-arrival and any expenses, loss or damage incurred (whether personal, hotel or third-party property) during the booking period.

Without limiting the generality of the aforementioned, it applies to pay-to-view TV programmes or videos, as well as telephone calls or any other expenses of a similar nature that is made from your room, you will be deemed to be the contracting party.

The Principal Customer warrants that he/she is duly authorized to make the booking and to accept all the terms and conditions (the T's & C's) contained herein.

### PERSONS PER ROOM

Please take note of the limitation specified for the room you have booked.

If such number is exceeded, whether temporarily or over-night, we reserve the right to do one or more of the following: cancel your booking; retain all the monies you've paid; request you to vacate your room(s) forthwith, charge a higher rate for the room or recover all monies due.

Visitors are not allowed in the rooms and must be entertained in the lounges and/or other public areas provided.

### PRICE & DEPOSIT

It is your duty to confirm what is included/excluded in the price. The price is as advertised, but subject to change until the required deposit has been paid and is reflected in our bank account. The deposit is non-refundable regardless of the circumstances giving rise to cancellation, unless cancelled by us.

### PAYMENT

We accept cash and most credit / debit cards.

We do not accept cheques.

We reserve the right to take an imprint of and place a hold for the anticipated costs of your stay on your credit card upon arrival, or in lieu of that, request a cash deposit.

### CHECK-IN, CHECK-OUT & LATE ARRIVALS

Please take note of our check-in & check-out times.

Please advise us if you anticipate arriving late as bookings will be cancelled by 17:00 on the day of arrival, unless we have been so notified.

Early check-in and late check-out: we will use our best endeavours to accommodate you, but an additional charge may be levied.

### SPECIAL REQUESTS

We do not guarantee that any special requests will be met, but we will use our best endeavours to do so as well as using our best endeavours to advise you if that is not the case.





## **FOOD**

Please advise us in advance of any food preferences (e.g., Halaal, Kosher, etc.) BUT please note that these may well result in additional fees being charged of which we will advise you.

## **ALLERGIES & PHOBIAS**

Please advise us if you or any person in your party suffer from any allergies such as food, pollen, etc. or phobias such as agoraphobia, claustrophobia, etc.

## **BATH/SHOWER**

We may have water restrictions applicable during your stay so please check with us when you book. If that is the case, bathing may either not be allowed or restricted. Nevertheless, please advise whether you would prefer a bath or a shower.

## **UNIVERSAL ACCESS ('UA')**

Please advise us of any physical or other challenges anyone in your party may be faced with. We use our best endeavours to meet international UA standards.

## **TWIN/DOUBLE/SINGLE BEDS**

Please advise if you have any preference.

## **CHILDREN**

Please advise of any special needs such as high-chairs and sleeping cots.

## **PETS**

Only guide dogs and service dogs are allowed.

## **CANCELLATION POLICY**

If you cancel the reservation (which must be done by confirmed e-mail, letter or telefax), the Company shall have the right to either claim the deposit or to retain the deposit and claim damages suffered by the Company.

If we must cancel the reservation due to circumstances beyond our control, the entire payment will be refunded to you without any further obligation on our part and you will have no further recourse against us.

If you cancel, the applicable cancellation fees for individual bookings are as follows:

- 24 Hours or less prior to arrival 100 percent of first night reservation fee.
- No shows and early departures, 100 percent of total reservation fee.





## **INSURANCE**

It is strongly advised that you arrange adequate insurance cover such as cancellation due to illness, accident or injury, personal accident and personal liability, loss of or damage to baggage and sport equipment (Note that is not an exhaustive list). We will not be responsible or liable if you fail to take adequate insurance cover or none at all.

Should the insurers dispute their liability for any reason, you will have recourse against the insurers only. Once the insurance has been confirmed and paid for; you will be issued with a policy document of the insurer. It is a complex document, which must be read BEFORE YOU initiate your travel so that you can address any queries you may have to the insurer PRIOR to your departure.

Please note that various credit card companies offer limited levels of travel insurance. Kindly check with the respective credit card companies in order to obtain the specific details of the cover.

## **DAMAGE**

We reserve the right to charge you for inter alia breakage, spillage, and stains. If any of the above is transparent upon your arrival or occurs during your stay, same must be reported immediately to reception and a receipt be obtained.

This clause applies (without limitation) to lost keys, fobs, and towels.

Any such amounts will be added to you invoice and is payable upon departure.

No food, whatsoever, may be prepared in your room.

## **LOST PROPERTY**

Whilst we will use our best endeavours to advise you of and to return to you any belongings left in your room or the premises - any costs so incurred (e.g., courier services) will be for your account.

However, in lieu of the above, any such goods will only be kept by us for 6 (six) months. At the end of which period, we reserve the right in our sole discretion to dispose thereof and you will have no right of recourse against us.

## **SMOKING**

Smoking is only allowed in designated areas. Applicable legislation must be complied with and we reserve the right to enforce the latter.

## **WI-FI**

Wi-Fi will be available at our premises free of charge and uncapped. Please check availability and password upon arrival. It must be used appropriately and we reserve the right to monitor performance and usage to ensure a high standard of service and access.

## **PARKING**

Parking is only allowed in designated areas, is entirely at your own risk and limited to 1 (one) vehicle per room, unless a prior arrangement has been made subject to our sole and unfettered discretion.

Please ensure if the parking is included in the rate or if parking is payable by you.





## **CUSTOMER BEHAVIOUR**

The Principal Customer and all members of his family and/or group agree that he/she will at all times comply with our requirements and instructions in regard to his/her conduct and he/she will not in any way constitute a hindrance to any other guests. The Principal Customer indemnifies and holds us harmless against damages suffered and/or costs incurred by him/her and/or any third party as a result of a breach of this clause.

## **PRIVACY POLICY**

Subject to statutory constraints or compliance with an order of a court, The Company undertakes to deal with all client information of a personal nature on a strictly confidential basis. We will only deal with your information as indicated in the booking/reservation and we will only process your personal information (both terms as defined in the Protection of Personal Information Act, act 4 of 2013 [the POPIA] and the European Union General Data Protection Regulation – ('GDPR') and any Special Personal Information (as defined in the GDPR & POPIA), which processing includes amongst others the 'collecting, storing and dissemination' of your personal information (as defined in GDPR & POPIA).

## **LIABILITY, WAIVER & INDEMNITY**

All bookings are made on the express condition that we, our directors, members, partners, employees and agents ('the Indemnified Parties'), shall not be responsible for and shall be exempt from, all liability in respect of loss (financial or otherwise), damage, accident, injury, death, harm, illness, trauma, delay or inconvenience to any guest (which shall be deemed to include the heirs, executors, administrators or assignees of the Client whether accompanying the guest or not), or loss of or damage to their luggage, or other property, wherever, whenever, and however the same may occur and whether arising from any act, omission, default, or negligence on the part of the Company whatsoever.

The Principal Customer and any accompanying persons indemnifies and holds harmless the Indemnified Parties accordingly and such Parties will furthermore not be liable for any consequential or indirect loss or damages whatsoever, unless section 61 of the CPA applies. Please note that this clause is applicable from the time you leave your residence until the time you return.

## **LAW, JURISDICTION & DOMICILIUM**

South African law and the jurisdiction of South African courts will govern the relationship between the parties. We 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 parties choose their respective domicilium citandi et excutandi as reflected on the booking form.





## ENTIRE CONTRACT

These conditions (together with all enquiries, advice, quotations, or estimates addressed to, provided by or bookings made and indemnities signed) constitute collectively the entire terms of the relationship between the parties.

There exist no other terms, conditions, warranties, representations, guarantees, promises, undertakings or inducements of any nature whatsoever (whether verbal or in writing) regulating the relationship and you acknowledge that you have not relied on any matter or thing stated on our behalf or otherwise, that is not included herein. The contra proferentem rule will not apply to the interpretation of these conditions.

## REGISTRATION CARD

1.) I, on behalf of all persons in my party, agree that BON Hotel Empangeni, the owner/operator and manager of the Hotel, their respective directors, officers, affiliates, employees, representatives and service providers (collectively described as "the BON Hotels Group") shall not be responsible or liable for any death or injury to any person or loss or damage to any property, howsoever and by whomsoever caused or arising from our stay and use of the Hotel facilities and amenities, whether due to negligent acts or omissions of the BON Hotels Group or not.

I and all in my party, unconditionally and irrevocably, indemnify and hold harmless all entities and persons in the BON Hotels Group in respect of any responsibility, liability and/or damages, direct and indirect, as aforesaid.

2.) I accept personal responsibility for payment of all amounts arising from my party's stay at the Hotel.

3.) I/we are obligated to vacate my/our room/s at the designated check-out time, unless I have made prior alternative check-out arrangements with the management of the Hotel. My/our failure to do so will result in my liability for the costs of an additional night's accommodation.

4.) Internet access at the Hotel is unsecured and I/we use such internet access strictly at my/our own risk.

5.) I/we take note that the Hotel's public areas and general premises are monitored by close circuit television for security purposes. I/we consent to the use of such close circuit television footage for any lawful purpose in the sole discretion of the BON Hotels Group.

6.) The Hotel's management reserves the right to request any guest to leave the Hotel if they are causing a disturbance or annoying other guests or Hotel staff or behaving in an unacceptable manner at the sole discretion of the Hotel's management.

7.) I understand and accept that the BON Hotels Group collects the personal information ("personal information") of all persons in my party for purposes of loyalty programmes and special offers. I, on behalf of all in my party, expressly consent and grant permission to the BON Hotels Group to: -

7.1) collect, collate, process, study and use the personal information; and

7.2) communicate directly with me/us from time to time, unless I have stated to the contrary below.





8.) The use of the personal information by the BON Hotels Group shall be subject to the following conditions:

8.1) The consent to use the personal information may at any time be withdrawn in writing by me/us and the BON Hotels Group shall cease to use the data within 5 days after receipt of the written notice.

8.2) BON Hotels Group shall take all reasonable steps to secure and protect the personal information disclosed by me/us.

8.3) BON Hotels Group may only distribute the personal information to its business associates, affiliates and its authentic service providers with my express consent.

8.4) Exclude me/us from direct communication via: - (please tick one or as many as applicable)

- Email
- SMS
- Telephone
- Post
- Social media

9.) I/we have no obligation to provide the BON Hotels Group with the consents and permissions contained herein and I/we do so willingly, freely, and voluntarily.

10.) The BON Hotels Group shall not be responsible for any disclosure, use, damages and/or losses incurred as a result of the use and/or disclosure and/or loss of personal information.

11.) All articles stored in the luggage storage room are received at the owner's own risk.

**Acceptance:** I/we have carefully read the above and hereby confirm that all the personal details and travel details specified herein are correct. I/we have read, fully understand, and accept to be bound by the Hotel's conditions of residence and privacy policy which is available on our website [www.bonhotels.com/empangeni](http://www.bonhotels.com/empangeni) as well as in the rooms' directory folder.

I am of/over age [18] and authorised to effect reservations and to accept the conditions applying thereto, on behalf of all those detailed above.

Guest signature:

