

## 1. SCOPE

- 1.1 These general terms and conditions apply exclusively for the provision of accommodation services by Clock-In Youth Hotels (Pty) Ltd, trading as "Once" (hereafter referred to as the hotel).
- 1.2 The General Terms and Conditions can be obtained electronically at [www.stayatonce.com](http://www.stayatonce.com) or viewed or ordered at the reception of the hotel.
- 1.3 These Terms and Conditions of Business do not rule out special agreements. The Terms and Conditions of Business are subsidiary to any individually made agreements.

## 2. DEFINITION OF TERMS

- 2.1 The terms used in this contract are thus defined:
  - 2.1.1 The "hotel": is the legal body Clock-In Youth Hotels (Pty) Ltd trading as *Once*, which accommodates guests in return for payment.
  - 2.1.2 The "guest": is an individual person who makes use of the accommodation. The guest is usually the contractual partner. A guest is also any person who stays in the hotel together with the contractual partner (e.g. member of the family, friend, colleague, etc.).
  - 2.1.3 The "contractual partner": is an individual person or legal body from South Africa or a foreign country who/which enters an accommodation contract as a guest or for a guest.
  - 2.1.4 The "accommodation contract": is the contract made between the hotel and the contractual partner, the contents of which are regulated in detail as follows.
  - 2.1.5 The "contracting parties": are the hotel (accommodation provider) and the contractual partner (individual guests, tour operator, or private travel groups).
- 2.2 Expressions in the singular also denote to plural, and vice versa.
- 2.3 Pronouns of any gender include the corresponding pronouns of the other gender.
- 2.4 Clause headings appear in the contract for reference purposes only.
- 2.5 This contract shall be interpreted and applied in accordance with South Africa Law.

## 3. CONCLUSION OF THE CONTRACT, DEPOSIT

- 3.1 The accommodation contract comes into effect upon acceptance of the guest's written or verbal order by the hotel, with these terms and conditions serving as a basis for the contract, which is expressly accepted by the guest or tour operator upon actual use of the services in question. A 50% deposit is required to confirm any booking.
- 3.2 By entering an accommodation contract the contractual partner acquires the right of normal use of the rented rooms, the facilities in the hotel which are generally open for normal use by guests. The contractual partner has the right to act within any hotel or guest regulations (House Rules).

## 4. ARRIVAL AND DEPARTURE

- 4.1 Booked rooms are made available to the guest on arrival day after 2:00 pm until 10:00 am on departure day. Rooms will be assigned to guests by the hotel on the day of arrival.
- 4.2 Unless a later arrival time has been expressly agreed upon, the hotel has the right to assign booked rooms to other persons after 6:00 pm, the guest deriving no rights to compensation as a consequence.
- 4.3 In this regard, the hotel is entitled to rescind the contract. However, if the guest has "guaranteed" their arrival or paid the full amount, the room(s) remain(s) reserved until no later than 10:00 am on the following day.
- 4.4 If the room is first occupied before 6:00 am, the preceding night is deemed as the first night of accommodation.
- 4.5 If departure is expected to be after 10:00 am, the guest must inform the reception desk no later than 08:00 pm on the day before departure; in the event of departure before 6:00 pm, half of the room price must be paid, after 6:00 pm, the full room price must be paid.

## 5. PRICES

- 5.1 Prices are determined by the Price List and valid at the time the services are provided.
- 5.2 In cases where value added tax is applicable, it is included in the price. Any increase in value added tax rates subsequent to conclusion of the contract is at the expense of the guest.
- 5.3 Local tourism fees or taxes, as well as other sums of money collected by the hotel on behalf of third parties, are charged separately in the amount applicable at the time the services are provided.
- 5.4 The hotel is not obliged to accept foreign currency. Should any party or employee of the hotel accept foreign currency, then at the daily exchange rates for the transaction insofar as these are available. Should any party or employee of the hotel accept foreign currency or non-cash payment, any transaction costs, such as credit card verification queries, telegrams etc., are to be borne by the contractual partner.

## 6. TERMS OF PAYMENT

- 6.1 All hotel payments are due in full upon arrival of the guest or upon billing to tour operator or private travel groups.
- 6.2 In all instances, the hotel is entitled to demand advance payment of an appropriate amount from the guest. If payment fails to be made by the payment deadline, the guest is deemed in default, with no collection letter required to this effect. For late-payment notices resulting from instances of late payment, a reminder charge may be demanded.
- 6.3 With respect to contracts with consumers as defined in the Consumer Protection Act 68 of 2008 as well as with those for whom the transaction is within the scope of operation of a business, wherein a business is to be understood as a permanently established organisation for independent activity whether it is commercial in nature or not, the hotel is entitled, in the event of late payment, to demand interest on late payments at a rate of 15.5% per annum from the due date.
- 6.4 The contractual partner will be liable for all costs, including legal costs on an attorney and own client basis as well as tracing costs and collection commission, incurred by the contractual partner in the enforcement of any of the obligations in terms of these terms and conditions. All payments made will firstly be made towards costs, legal costs, interest and then towards any capital owing.
- 6.5 Furthermore, with respect to contracts with contractual partners, an administration or reminder charge of R 10.00 (ten rand) is to be paid by the contractual partner for extrajudicial notices resulting from failure to meet the late-payment deadline.
- 6.6 Assertions of higher claims for damages resulting from late payment remain unaffected by this clause.

## 7. CANCELLATION

- 7.1 In the case of force majeure and other hindrances for which the hotel is not responsible, in particular those outside the hotel's sphere of influence, the hotel reserves the right to withdraw from the contract without the guest being entitled to any claim for compensation.
- 7.2 Unless otherwise stipulated, the following **cancellation conditions** apply for the guest or tour operator:

### 7.2.1 Accommodations (1 to 10 guests)

- 7.2.1.1 Up to 7 days prior to arrival - free of charge and the deposit will be refunded in full.
- 7.2.1.2 Up to 3 days prior to arrival - 50% of the stipulated fee.
- 7.2.1.3 Less than 3 days prior to arrival - 75% of the stipulated fee.
- 7.2.1.4 On the day of arrival - 100% of the stipulated fee.

## 7.6.1 **Accommodations (11 or more guests)**

- 7.6.1.1 Up to 21 days prior to arrival - free of charge and the deposit will be refunded in full.
- 7.6.1.2 Up to 14 days prior to arrival - 50% of the stipulated fee.
- 7.6.1.3 Up to 7 days prior to arrival - 75% of the stipulated fee.
- 7.6.1.4 Less than 7 days prior to arrival - 100% of the stipulated fee.

7.7 Upon cancellation, a 7% administration fee will be subtracted from the total refundable amount. The administration fee will be charged on top of the cancellation policy.

## 8 **PROVIDING ALTERNATIVE ACCOMMODATION**

- 8.1 The hotel can allocate the contractual partner alternative accommodation (same standard) when it is acceptable within reason to the contractual partner, especially when the divergence/difference is minimal and realistically justifiable.
- 8.2 A realistic justification is given for example when the room(s) has (have) become unusable, when guests already occupying the rooms(s) decide to extend their stay, when an over-booking occurs or other important company internal reasons which make these measures necessary.
- 8.3 Any additional costs incurred for the alternative accommodation are to be paid by the hotel.

## 9 **CESSATION OF THE ACCOMMODATION CONTRACT**

- 9.1 Should the closed accommodation contract determine the duration of stay, then the contract ceases at the end of this duration.
- 9.2 Should the contractual partner depart prematurely, the accommodation provider is entitled to charge the full amount agreed upon. The accommodation provider will deduct the value of the savings resulting from the contractual partner's non-consumption or the re-rental of the booked room(s). A saving only exists when the accommodation is completely fully booked at the time of the non-consumption of the booked rooms by the contractual partner and when the rooms can be re-rented to other guests due to the cancellation/premature departure. Burden of proof of a saving lies with the contractual partner.
- 9.3 The contract ends in the event of a guest's death.
- 9.4 The hotel is entitled to end the contract with immediate effect for valid reasons, in particular when the contractual partner or guest:
  - 9.4.1 uses or handles the accommodation in a seriously detrimental manner; spoils or makes cohabitation impossible for other guests, the owners and/or their staff or any other third parties staying in the hotel due to his inconsiderate, objectionable or otherwise grossly unseemly behaviour; or when he acts in a criminal manner towards these persons and by so doing threatens their property, morals or personal safety.
  - 9.4.2 misuse of alcohol in the premises or when any illegal substance is found with the guest or any party accompanying the guest.
  - 9.4.3 is afflicted with a contagious illness or an illness that lasts longer than the duration of the stay in the hotel or becomes otherwise in need of medical care.
  - 9.4.4 fails to pay the issued bill when due within a reasonably allocated period.
- 9.5 Should the fulfilment of contract be made impossible due to events considered an act of nature beyond control (e.g.: natural events/acts of God, strikes, lock-outs, official decrees etc.), the hotel is entitled to cancel the contract at any time without adherence to a cancellation period, provided the contract is not already considered terminated by law, or when the hotel has already been freed of his obligation to provide accommodation.
- 9.6 Compensation claims by the contractual partner are impossible.

## 7 **LIABILITY**

- 7.1 The hotel makes every effort to ensure the punctuality of wake-up calls, punctual and accurate communication of messages, and delivery of shipments of all kinds, whereby no liability is assumed for the acceptance of said shipments. Should acceptance of a shipment be agreed upon and there is a failure of performance thereof, then this will of course be taken into account.
- 7.2 The hotel nor any of their directors, officers, employees, representatives or agents shall not be liable for any loss or damage (whether direct, indirect, consequential or otherwise) suffered by the guest and/or any other person. The guest and/or any other person indemnify the hotel and their directors, officers, employees, representatives or agents against any claim by any other person, arising from any cause in connection with the delivery of services, save in the event that such loss or damage arises from gross negligence or willful misconduct on the part of the hotel or any of their directors, officers, employees, representatives or agents.
- 7.3 Notwithstanding the foregoing, nothing in these terms and conditions is intended to exclude or limit any of the guest's rights. The guest have as a consumer under the Consumer Protection Act 68 of 2008 or any other applicable law which may not be excluded or limited, or to exclude or limit in any way the liability to the guest or any other person under the Consumer Protection Act 68 of 2008 or any other applicable law which may not be excluded or limited.
- 7.4 Guests use the hotel and recreational facilities at their own risk. The hotel is not liable for deficiencies not immediately recognisable when acting with due diligence, or for the damages resulting there from. In particular, a pursuant reduction in price may not be demanded.
- 7.5 The contractual partner understands and agrees that the hotel and subsidiaries will not accept responsibility for any loss or damage to vehicles parked or property that might be inside such vehicle. Vehicles and property stored entirely at own risk.
- 7.6 For items brought in to the hotel, the hotel is only liable up to the respective legal maximum amount. The safekeeping of valuable items, money, and securities may be declined if said items are substantially more valuable than those guests of the hotel usually place in safekeeping.

## 11. **MISCELLANEOUS**

- 11.1 Subletting or re-letting, as well as the use of hotel rooms for purposes other than residential, requires the prior, written consent of the hotel.
- 11.2 The contractual partner does not have the right to demand an extension of stay. Should the contractual partner give timely notice of his desire to extend his stay, the hotel can then agree to the extension of the accommodation contract. The hotel is however, not obliged to extend the contract
- 11.3 No animals of any kind are allowed in the hotel interior or outdoor facilities.
- 11.4 No waiver by the hotel of any breach, failure or fault in performance by the other party or refusal or neglect to exercise any right hereunder, or to insist upon strict compliance with this Agreement, or any other indulgence allowed or shown shall constitute a waiver, variation or novation of any of the provisions of this terms and conditions or a waiver by the hotel of its rights at any time or operate as or create any estoppel against the hotel, unless reduced to writing and signed by a duly authorised representative.
- 11.5 All terms and conditions are deemed to be material.
- 12. **DOMICILIUM CITANDI ET EXECUTANDI**
- 12.1 The address where the hotel will receive all Notices and other documentation is: Address: 73 Kloof Street, Gardens, 8001, Cape Town, South Arica