



## THABA ECO PARK ACTIVITIES TERMS AND CONDITIONS

### ECO ACTIVITIES GENERAL

I understand the nature of the activities and declare that I am qualified, in good health and in proper physical and mental condition to participate in activities available at Thaba Eco Hotel. I acknowledge that if I believe conditions are unsafe, I will immediately discontinue the activity of my own accord.

### 1. PAYMENT METHODS

- 1.1. No payment made by **the Client to the Hotel** shall be made in cash and only payment by Debit or Credit Card, Zapper, SnapScan and EFT is acceptable for all transactions.
- 1.2. Should **the Client** wish to make a deposit or final payment in cash, **the Client** must deposit the funds at any FNB branch into the following banking account details and e-mail proof of payment to **the Hotel's** Reservationist

<b>BANKING DETAILS:</b>	<b>Bank Name:</b>	FNB
1.2.1.1.1.1.	<b>Account Name:</b>	Thaba Eco Hotel
1.2.1.1.1.2.	<b>Account Number</b>	62 876 089 577
<b>1.2.1.1.1.3.</b>	<b>Branch Code:</b>	210 544
<b>1.2.1.1.1.4.</b>	<b>Swift Code:</b>	FIRNZAJJ
1.2.1.1.1.5.	<b>Reference:</b>	Confirmation number

- 1.3. **The Hotel** will accept the payment as valid once **the Hotel** receives **the Client's** e-mailed proof of payment and this payment reflects on **the Hotel** bank statement.
- 1.4. **The Hotel** shall provide **the Client** and its guests with sufficient card swiping machines to ensure that **the Client** and the guests may undertake transactions at the guest's tables.

### 2. GENERAL

- 2.1. **The Client** shall not conduct any cultural, traditional, and religious activities in any venue on the Premises without the prior written consent from **The Hotel's Senior Operations Manager** - this includes fires, burning of alcohol and breaking of any plates, etc.
- 2.2. **The Client** shall not make any alterations, structural or otherwise, additions or other improvements to the Premises without the prior written consent of the Hotel, including using any glue, nails, tacks, and hooks in the wall, roof, curtains, wooden frames, and any furniture on the premises. Should the Client erect any alterations without the written consent of the Hotel, the Client shall, at its own cost, remove such alterations and reinstate the premises to the same condition it was in prior to effecting such alterations.
- 2.3. **The Client may** employ the use of fresh flower petals or potpourri, however, may not employ the use of any plastic confetti.
- 2.4. The Client shall not use any fireworks or Chinese lanterns while on the premises.
- 2.5. The Client shall ensure that all of its guests remain silent in parking areas and driveways and shall not hoot nor play any loud music on the parking areas and driveways to ensure the comfort of all guests of **The Hotel**.
- 2.6. The Parties agree that no variation, amendment, or consensual cancellation of these Terms & Conditions (including, without limitation, the provisions of this clause) shall be of any force or effect unless reduced to writing and signed by the Parties hereto by hand. For the avoidance of any doubt, the Parties expressly agree that no variation, amendment or consensual cancellation of these Terms & Conditions shall arise or become applicable pursuant to any exchange of "data" by means of an "electronic signature" or an "advanced electronic signature" (as envisaged, defined and otherwise contemplated in the South African Electronic Communications and Transactions Act 25 of 2002, as amended from time to time "ECTA", or any similar provision in Law, if capable of waiver or amendment, in any other country to the extent applicable to these Terms & Conditions, or otherwise by means of electronic and/or written signed correspondence.
- 2.7. Further to the provisions of the above clause of these Terms & Conditions, the Parties agree, to the fullest extent permitted by Law, to exclude the application of section 13 of the ECTA (or any similar provision in Law in any other country to the extent applicable to these Terms & Conditions) in respect of these Terms & Conditions. For the purposes of these Terms & Conditions, the Parties agree that their name, identifying information or the name and identifying information of the relevant entity which they represent in relation to the particular correspondence that appears at or near the end of any electronic mail, electronic correspondence or other written correspondence, as the context may require, shall not in any manner be considered or deemed to constitute their signature or electronic signature, for the purpose of concluding any legal acts in relation to these Terms & Conditions.
- 2.8. The Client and its guests shall only smoke in the designated smoking areas.
- 2.9. The Client, its assignees and any of its guests may not access any area demarcated as a **back-of-house** area.
- 2.10. The Hotel hereby reserves its right of admission.

### 3. RISK / LOSS DAMAGES

- 3.1. **The Hotel** is not liable for any loss or damage caused by interruptions of services (*water, electricity, sanitary and gas*) as well as any labour unrest and strikes which may take place.
- 3.2. Notwithstanding the above clause the Hotel shall ensure that there are two (2) generators on-site which supply power to **the Hotel**.
- 3.3. The Hotel shall invoice the Client for any damages to the property, buildings, furniture, fittings, décor or napery and surroundings gardens, which invoice must be paid within three (3) days of receipt of the invoice by the Client from the Hotel.

The Hotel's Reservationist to initial: \_\_\_\_\_

The Client to initial: \_\_\_\_\_

#### 4. RIGHT TO INSPECT AND NOT LIABLE FOR PERSONAL PROPERTY

- 4.1. While the Hotel shall take precautions to ensure the safeguarding of The Client's belongings, including décor, props, gifts and other valuables, The Hotel shall not be liable for loss or damages to any property or belonging of the Client or any of its guests.

#### 5. FORCE MAJEURE

- 5.1. Neither of the Parties shall be liable for default or delay caused by an occurrence beyond its reasonable control insofar as it proves –  
 5.2. That the failure was due to an occurrence beyond its reasonable control.  
 5.3. That it could not reasonably be expected to have taken the occurrence and its effects upon the party's ability to perform into account at the time of the conclusion of these Terms & Conditions; and That it could not reasonably have avoided or overcome the impediment or at least its effects.  
 5.4. An occurrence may include but is not limited to war, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage, natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning, explosions, fires, pandemics, epidemics, destruction of machines, factories and any kind of installations, boycotts, strikes and lock-outs of all kinds, go-slows, occupation of factories and premises and work stoppages, acts of authority, whether lawful or unlawful, apart from acts from which the party seeking relief has assumed the risk by virtue of any other provisions of these Terms & Conditions.  
 5.5. For the purposes of this clause, "occurrence" does not include a lack of authorisations, licenses, permits or approvals as necessary for the performance of these Terms & Conditions and to be issued by any appropriate public authority.  
 5.6. Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date upon which the party seeking relief gives notice of the occurrence relied upon and shall terminate upon the date upon which such occurrence ceases to exist; provided that if such occurrence continues for a period of more than sixty (60) days either of the Parties shall be entitled to terminate these Terms & Conditions by way of written notice to the other party. In the event that the Agreement is terminated following continuation of the occurrence for a period of more than sixty (60) days, the Hotel shall refund the Client the full amount of the payment made by the Client to the date of termination in equal instalments of twelve (12) months.

#### 6. PROCESSING OF PERSONAL INFORMATION

- 6.1. The Parties hereby acknowledge and agree that in the course and scope of the relationship envisaged in terms of these Terms & Conditions, they shall be required, from time to time, to process and supply personal information to each other.  
 6.2. It is recorded, for the avoidance of any doubt, that personal information shall mean information relating to an identifiable living natural person, or an identifiable, existing juristic person, as described in section 1 of the Protection of Personal Information Act 4 of 2013 ("POPIA") and which includes special personal information, as defined in section 1 of POPIA, and for the purposes of these Terms & Conditions constitutes a reference to the personal information of any Party provided to the other ("**Personal Information**").  
 6.3. Pursuant to the provisions of the above clause, the Hotel shall:  
 6.4. Ensure that it secures the confidentiality and integrity of all Personal Information obtained and/or processed by it or on its behalf in accordance with the provisions of the POPIA.  
 6.5. Ensure that processing of Personal Information of the Client shall be for no other purposes than that required to comply with its duties under and otherwise give effect to these Terms & Conditions and shall make no such Personal Information available to any external third party save as provided for in these Terms & Conditions and unless it is required for the performance of these Terms & Conditions.  
 6.6. Maintain industry-standard administrative, physical and technical safeguards for the protection, security, confidentiality and integrity of the Client's Personal Information in its custody and control for the duration of these Terms & Conditions and thereafter (to the extent that such Personal Information is not deleted or destroyed) and shall ensure that it remains compliant with the provisions of POPIA; and adhere to all applicable data protection regulations, including in particular to any applicable provisions of POPIA, as well as all directives and guidelines issued by the information regulator.  
 6.7. Pursuant to the provisions of the above clause, the Client shall:  
 6.8. Comply with all regulatory provisions in supplying any personal information to the Hotel, including providing any required notices and obtaining any required consents, permissions and authorisations for the Hotel processing such personal information; and  
 6.9. Indemnify the Hotel from any claims, penalties and/or measures by data subjects and/or the information regulator (as defined in POPI) lodged against or imposed on the Hotel due to a breach of the Agreement and/or regulatory provisions or laws by the Client.

#### 7. INDEMNITY AND LIMITATION OF LIABILITY

- 7.1. The Parties hereby always indemnify the other against all direct losses sustained by either party in consequence of public liability, loss, breach, or any other claim (including, without limitation, any legal fees or costs) arising in connection with these Terms & Conditions, save to the extent caused by the gross negligence or wilful misconduct of a Party towards an express provision of these Terms & Conditions.  
 7.2. Notwithstanding any provision to the contrary in these Terms & Conditions, no Party shall be entitled to institute any delictual, contractual or other claims (including any claim pursuant to any indemnity given by any Party under these Terms & Conditions) against another party for any indirect or consequential losses or damages (including without limitation, loss of profit, loss of use, loss of production, loss of business, or loss of business opportunity) due to any cause whatsoever.

#### 8. NUISANCE CLAUSE

- 8.1. The Client and its Guests shall not conduct any action that might cause a nuisance to the Hotel, other guests of the Hotel or neighbours of the Hotel.

#### 9. RESPONSIBILITY

- 9.1. **The Client** is responsible for the orderly conduct of guests staying in the hotel room and shall not allow any action that may constitute a breach of these Terms & Conditions.  
 9.2. **The Client** shall comply with any reasonable requests received from **The Hotel's Senior Operations Manager** and with all rules and regulations as issued by **The Hotel** to the Client.  
 9.3. Any damages to **The Hotel's** property by **The Clients** or their guests will be for **The Client's** account and is **The Clients** responsibility.

#### 10. WARRANTIES BY THE CLIENT

- 10.1. **The Client** warrants that –  
 10.2. It can pay the full amount due before the date of **Eco Activity** as stipulated in the Payment Terms.  
 10.3. There are no unpaid civil judgements granted against **the Client**, and  
 10.4. **The Client** has not had any other adverse credit information recorded against it at any credit bureau in the last three (3) years.  
 10.5. The Client shall be considered in breach of these Terms & Conditions should there be any adverse credit information against **the Client's** name at any stage in the three (3) years prior to the conclusion of these Terms & Conditions.

The Hotel's Reservationist to initial: \_\_\_\_\_

The Client to initial: \_\_\_\_\_

11. **BREACH**

- 11.1. Should the Client commit a breach of these Terms & Conditions and fail to rectify or refuse to rectify that breach within seven (7) days after receipt of a written notice from the Hotel calling upon the Client to rectify that breach, the Hotel shall be entitled to, without prejudice to any other of its rights, cancel these Terms & Conditions by written notice to the Client and to retain any money already paid by the Client.

12. **DISCLAIMER**

- 12.1. The **Client** hereby acknowledges that it uses the premises provided by the Hotel at its own risk, and neither the Hotel nor the Kraal Restaurant, nor any of its owners, subsidiaries, employees, managers, trustees, members or directors shall be held liable for any form of physical injury or death to any person/s or any loss of or damages of property which may be caused by any reason whatsoever including but not limited to theft, fire, wildlife, infectious diseases or any other causes whatever as a result of or in connection with the use of these facilities.

13. **AUTHORITY TO SIGN**

14.

- 14.1. The Client hereby warrants that it has full authority to agree to the terms and conditions.  
14.2. **The Client** confirms that the terms and conditions has been read and understood along with the Disclaimer. **The Client** agrees to the terms and conditions as set out in these Terms & Conditions.  
14.3. **The Client** hereby takes full responsibility for the conduct of all **The Client's** guests taking part in Eco Activities  
14.4. **The Client** undertakes to pay any costs, including legal fees, tracing fees and collection costs, that **The Hotel** may incur in its recovery of any outstanding monies.

The Hotel's Reservationist to initial: \_\_\_\_\_

The Client to initial: \_\_\_\_\_