

TERMS AND CONDITIONS FOR USE OF THIS WEBSITE AND/OR THE SERVICES OFFERED VIA THIS WEBSITE BY SOUTHERN SUN HOTEL INTERESTS (PROPRIETARY) LIMITED

A. WEBSITE TERMS AND CONDITIONS

Southern Sun Hotel Interests (Proprietary) Limited ("Southern Sun") provides the information and services offered to you via this website ("services") subject to the terms and conditions set out herein. By accessing the Southern Sun website ("website") and using any of the services and information offered via the website from time to time you shall be deemed to have agreed to all the terms and conditions set out herein. Southern Sun may at any time modify these terms and conditions and your continued use of the website will be subject to the terms and conditions in force at the time of your use. Accordingly you agree to review these terms and conditions periodically, and your continued access or use of the website shall be deemed to be your acceptance of the amended terms and conditions of the website.

Terms and conditions relating to special offers, which are, from time to time, contained elsewhere on the website, shall, to the extent that those terms and conditions conflict with the terms and conditions contained in this Agreement, take precedence over the conflicting provisions of this Agreement.

1. Use of the Website

1. The Southern Sun hotels reservations feature of this website is provided solely to assist you in determining the availability of travel-related goods and services and to make legitimate reservations. You agree to be financially responsible for all of your use of this website (as well as for use of your account by others, including without limitation any person under the age of eighteen years of age). You agree that the reservations facilities of this website shall be used only to make legitimate reservations. You understand that overuse or abuse of the reservation facilities of this website may result in you being denied access to such facilities, at the sole discretion of Southern Sun.
2. For any reservations or other services for which fees may be charged, you agree to abide by these terms and conditions as well as, that payment of all amounts shall be paid by you when due and that you shall comply with all rules and restrictions regarding rates and charges as well as in respect of the availability of products or services. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of this website.

2. Content of the Website

Whilst every effort is made to update the information provided on this website on a regular basis, Southern Sun makes no representations or warranties, whether express, implied in law or residual, as to the accuracy, completeness or reliability of information contained on any of the pages comprising the website and shall not be bound in any manner by any information contained on the website or any of the pages comprising the website. Southern Sun reserves the right at any time to change or discontinue without notice, any aspect, feature or service offered by way of this website. No opinions, information, data or content contained on the website shall be construed as advice and same are offered for information purposes only. Southern Sun gives no warranties and makes no representations as to the accuracy, completeness or reliability of any such opinions, information, data or content.

3. Copyright and Intellectual Property Rights

This website is solely for your personal and non-commercial use. Copyright and all intellectual property rights in all materials made available through this website are owned by Southern Sun alternatively, Southern Sun is the lawful user thereof and is protected by both South African and international intellectual property right laws. Accordingly, any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, or other circulation or exploitation of such material as aforesaid or any component thereof will constitute an infringement of such copyright and other intellectual property rights. The trademarks, names, logos and service marks (collectively "trademarks") displayed on this website are registered and unregistered trademarks of Southern Sun alternatively Southern Sun are the lawful users of the trademarks. Nothing contained on this website should be construed as granting any

licence or right to use any trademarks without the prior written permission of Southern Sun. Inter-Continental Hotels & Resorts, Crowne Plaza Hotels and Resorts, Holiday Inn, Holiday Inn Garden Court, Express by Holiday Inn and Priority Club are trademarks owned by Six Continents Hotels, Inc. and these may not be used without its permission.

4. External Links

External links may be provided for your convenience, but they are beyond the control of Southern Sun and no representation is made as to their content. Use or reliance on any external links provided is at your own risk. When visiting external links you must refer to that external website's terms and conditions of use. No hypertext links shall be created from any website whether controlled by you or otherwise to this website without the express prior written permission of Southern Sun.

5. Children

If you are under 18 years of age, you may use this website only with the supervision of a parent or guardian. If you represent that you are of sufficient legal age to use this website you will be bound by any legal obligations and liabilities that you may incur as a result of your use of this website and the services. You agree to supervise all usage by minors of this Website under your name or account.

6. Verification

1. You acknowledge and agree that Southern Sun shall be entitled to establish the authenticity of any communication transmitted to it by way of the Internet which purports to emanate from you. You agree that all instructions, consents, commitments, reservations and any other communications which purport to emanate from you and which are sent to Southern Sun by way of the Internet and which may (as a result of, inter alia, interception, equipment malfunction, the distortion of communication links or any other reason whatsoever) be different from the details actually sent or given, or may not have been given by you at all, shall be deemed to have been given by you in the form actually received by Southern Sun and you will be bound by such details with no liability of whatever nature attaching to Southern Sun in regard thereto.
2. You waive any rights you may have or obtain against Southern Sun arising directly or indirectly from any loss or damage of whatsoever nature which you may suffer as a result of the fact that Southern Sun acts on your instructions or instructions purported to emanate from you. You agree to and hereby indemnify Southern Sun against all and any claims, liabilities, losses, costs, fines, damages and expenses incurred (whether directly or indirectly) by you, arising as a result of the fact that Southern Sun has acted on your instructions or instructions which purport to emanate from you.

7. System Availability

Southern Sun will use reasonable endeavours to maintain full system availability, except during scheduled maintenance periods.

8. Warranties

1. You warrant that every instruction and all information given by you to Southern Sun shall be accurate, true and correct.
2. Southern Sun makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the website, any services provided via this website or the suitability of any of the services for a particular purpose. As Southern Sun provides certain services to you via the Internet, Southern Sun makes no representations, nor gives any warranties or guarantees of any nature as to the availability of any communications network or systems of any third party on whom you or Southern Sun rely to provide any of the services.

9. Southern Sun Statement of Privacy

1. Your privacy is very important to Southern Sun. To help protect your privacy, we adhere to the following guidelines. -
 1. Southern Sun will explicitly ask when they need information that personally identifies you or allows them to contact you ("Personal Information"). Generally this Personal Information is requested when making reservations, joining the Frequent Guest programme,

registering to use this website, when requesting a particular service, when sending feedback or when entering a competition.

2. Southern Sun will use your Personal Information to operate the sites, provide services, and to inform you of new features, services, and products, to enable us to process, validate and verify reservation and requests for services and for the purposes for which you specifically provided the information; to improve your experience on our website; to improve and develop new features and services; to alert you to new services and special offers and for other purposes
3. Should you not wish us to use the Personal Information, please send an e-mail to ContactUs@southernsun.com.
4. Southern Sun shall be entitled to disclose Personal Information if required to do so to (a) comply with applicable law or with legal process served on Southern Sun; (b) to protect and defend the rights or property of Southern Sun, and (c) for the purposes of distributing same to various third parties who are involved in the provision of the services provided in accordance with these terms and conditions.
5. You should also be aware that information and data is automatically collected through the standard operation of the Internet servers and through the use of "cookies." "Cookies" are small text files a web site can use to recognize repeat users, facilitate the user's ongoing access to and use of the website and allow a website to track usage behaviour and compile aggregate data that will allow content improvements and targeted advertising. Cookies are not programs that come onto your system and damage files. Generally, cookies work by assigning a unique number to you that has no meaning outside the assigning site. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature; however, you should note that cookies may be necessary to provide you with certain features (e.g., customized delivery of information) available on the Websites.

10. Security

1. The website is viewed over a secured connection. Any information provided by you on this website cannot be viewed by anyone else over the Internet.

11. General

1. Any claim, dispute or impasse relating to these terms and conditions shall be governed by the laws of the Republic of South Africa without giving effect to any principles of conflict of law. You hereby consent to exclusive jurisdiction of the High Court of South Africa in respect of any disputes arising in connection with the services referred to herein, or these terms and conditions or any matter related to or in connection therewith.
2. These terms and conditions constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements. No failure or delay on the part of Southern Sun in exercising any right or remedy hereunder or enforcing the terms and conditions of this Agreement will operate as a waiver thereof. Headings are for convenience only and not for use in interpretation of these terms and conditions.
3. All provisions of these terms and conditions are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of these terms and conditions which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions of these terms and conditions shall remain in full force and effect.
4. Delay or failure to comply with or breach of any of these terms and conditions if occasioned by or resulting from an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions, epidemics, act of any Government or other authority, compliance with Government orders, demands or regulations, or any circumstances of like or different nature beyond the reasonable control of the party so failing, will not be deemed to be a breach of these terms and conditions nor will it subject either party to any liability to the other.

Should either party be prevented from carrying out its obligations by force majeure lasting continuously for a period of 30 (thirty) days, the parties will consult with each other regarding the future implementation of these terms and conditions. If no mutually acceptable arrangement is arrived at within a period of 30 (thirty) days thereafter, Southern Sun shall be entitled to terminate all of its rights and obligations in terms of or arising from these terms and conditions and/or any service forthwith on written notice.

B. DISCLAIMER

Southern Sun shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury 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 your use of or reliance on any information provided on and via the website or any pages of the website, any e-mails sent from the website, services provided via this website, any viruses that may infect your computer or other property on account of your access to and/or use of this website, use of content, data or information made available via the website, any failure, delay or unavailability of the website or any services offered via the site for any reason whatever and the supply, or failure or delay in supplying any of the services offered via the website and you indemnify and hold harmless Southern Sun 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 any of the aforesaid.

C. RESERVATION TERMS AND CONDITIONS

12. Reservations Terms & Conditions for Hotels

1. Rates are subject to availability and fluctuations.
2. Rates are per night sharing on a per person or per room basis, as indicated.
3. Rates are for accommodation only unless otherwise specified.
4. "B/B" denotes bed and breakfast. "D/B/B" denotes dinner, bed and breakfast.
5. These rates are not available for groups or conferences and a maximum of 9 rooms per booking applies.
6. Rates (excluding Sun Rand redemptions) are non-commissionable to IATA/ASATA registered Travel Agents, on presentation of a referral/payment voucher.
7. Where Sun Rands may be earned and redeemed, standard Sun Rand redemption conditions apply.
8. Children under 18 (max. 2) stay free when sharing with their parents where family rooms are available.
9. Please note that you will not be charged if you amend or cancel this booking before 11:00 (hotel time) on day of arrival (Booking Site).
10. If a reservation is not cancelled by 11:00 (hotel time) on the day of arrival, the guest is subject to a charge equal to 1 nights accommodation. This amount will be charged to the guests credit card.
11. All accommodation provided in terms of any booking made on this website will be subject to the standard Southern Sun terms and conditions of residence of the hotel concerned.
12. Web check-in service applicable only at hotels participating in this offering and confirmation must be done within a minimum of four hours prior to arrival at the hotel.

13. Terms and Conditions of the Frequent Guest Programme

1. Sun Rands Redemption Booking Conditions

1. Bookings must include a Friday, Saturday or Sunday night and cannot be made more than 6 months in advance of arrival.
2. Southern Sun Resorts redemption bookings cannot be made more than 30 days prior to arrival.
3. Sun Rand redemption bookings for Paradise Sun, Seychelles, must be made no less than 60 days prior to departure from Johannesburg and are subject to exchange control fluctuations.
4. A reservation confirmation will be mailed to you only on request or if the booking is made 10 days or more prior to your arrival date.
5. You can pay in the balance if you have only accumulated 50% of the Sun Rands required for a free holiday. Top up amounts must be paid in full on check-in at the hotel.

14. General

1. All customer related queries should be directed to Customer Contact Centre on Tel: 0861 44 77 44.
2. While you can book up to nine rooms online, Sun Rands will only be earned on the room occupied by a Frequent Guest. This also applies when counting stays toward upgraded membership status.
3. Elephant Hills Inter-Continental, Express by Holiday Inn hotels, Formula 1 and Formula Inn do not participate in the Frequent Guest programme.
4. Special conditions apply to all redemption bookings at Paradise Sun, Seychelles. Please call the Southern Sun Customer Contact Centre for details.
5. No travel agent commission is payable on any Sun Rand redemption booking.
6. Sun Rands are earned at participating hotels on qualifying rates only. Please enquire at Central Reservations or on check-in to ensure that you will be staying at a qualifying rate.
7. Unless otherwise stated, all bookings and benefits are subject to availability.
8. All bookings are subject to existing terms and conditions prevailing at the time, including meal and children's policies.
9. Sun Rands are not transferable from one Frequent Guest to another or to any third party and may be used only for the benefit of the card holder and his or her immediate family (spouse and children). Your Frequent Guest card is for your use only. Misuse of the card can result in its cancellation, forfeiture of accumulated Sun Rands, and any other action considered appropriate by Southern Sun at Southern Sun's sole discretion.
10. Southern Sun cannot be held responsible for correspondence sent to you which is lost or delayed in the mail.
11. Lost, stolen, or damaged cards must be reported to the Southern Sun Customer Contact Centre. A fee will be charged for replacement cards.
12. Should you misplace or forget your confidential PIN number, call the Southern Sun Customer Contact Centre. Proof of identity in the form of your identity document will be required when requesting a duplicate PIN number.
13. Any government taxes levied will be for the member's account.
14. Southern Sun reserves the right to reverse any transaction that is subsequently found to be not in accordance with Southern Sun's stated terms and conditions (as amended from time to time). Southern Sun also reserves the right to call for copies of hotel accounts as evidence of amounts paid and Sun Rands credited, either before or after the Sun Rands are credited or redemptions made, and these may be subject to audit.
15. The Southern Sun Frequent Guest programme is valid only at participating Southern Sun hotels in Africa and the Seychelles. The participating hotels may be changed from time to time and such changes will be published under Southern Sun's terms and conditions on this website.
16. Southern Sun reserves the right to amend or discontinue this programme or any part thereof at any time without prior notice to members.
17. By using their membership cards, all guests who participate in the Southern Sun Frequent Guest programme acknowledge that they are aware of the conditions of use. Benefits will be awarded only on presentation of a valid Frequent Guest membership card. For queries and further conditions of use, call the Southern Sun Customer Contact Centre.
18. Southern Sun and participating hotels and resorts are not liable for any omissions, acts, or defaults made by any of the Programme Partners.
19. As a member of the Southern Sun Frequent Guest programme, you hereby waive all claims against Southern Sun arising from your membership of this programme and with respect to the use of facilities, services, and purchases from any Programme Partner.
20. You will be able to use the benefits under the Frequent Guest Programme once you are in receipt of a valid Frequent Guest card.
21. Stays on certain volume rates, long stays and as a timeshare owner do not count towards tier upgrades.
22. Benefits listed herein are only applicable to individual Frequent Guest cards and not to corporate cards (i.e. cards issued in the name of a company).
23. No benefit may be redeemed for value or otherwise exchanged.
24. Employees of the Company may participate in the Frequent Guest programme for Programme Partner benefits only, but may not earn Sun Rands at participating hotels.
25. Rates quoted for South African Hotels are in South African Rands (ZAR).

15. Payment

1. Payment for any reservations or other services for which fees may be charged by Southern Sun shall be payable by you on departure from the hotel in question or, where applicable, shall be debited to your account after departure.
2. The rates payable by you in respect of the provision by Southern Sun of any services and/or goods, including but not limited to the provision of accommodation at the hotel of your choice, shall be the current applicable rates of the particular hotel specified by you. Those rates are available from the hotel itself, or alternatively from Southern Sun at 0861 44 77 44.
3. Provision of banking and/or credit card details on the website is merely to secure a reservation, and does not constitute payment in respect of the services to be provided by Southern Sun. Southern Sun reserves the right to debit your credit card with a cancellation fee equal to 1 nights accommodation, if a reservation is not cancelled by 11:00 (hotel time) on the day of arrival.
4. The customer/client hereby agrees that this transaction constitutes an electronic transaction as defined in the Electronic Communications and Transactions Act 2002 and that a binding agreement has been concluded between the Hotel and the customer/client authorising the Hotel to deduct or to debit the credit card for payments for services rendered to the customer/client. The hand signature of the customer/client shall not be required for authorisation purposes.

By clicking the "I AGREE" button herein, the customer/client signifies and accepts all terms and conditions contained in this Website.

16. Conditions of Residence

1. The guest, signing this registration card, warrants that he is duly authorised to sign for and bind all persons represented by him or for whom he is responsible ("his party") to these conditions of residence and, failing such authority, agrees to be personally liable for all amounts arising from the residence of himself and his party at the Hotel.
2. The guest and each of his party agree to pay not later than the time of departure (unless prior written arrangements have been made with the Hotel management) the room rate is determined by the Hotel for the period of residence, the costs of food, beverage and any other amounts relating to such residence together with VAT (if applicable) incurred by the guest and his party during his/their stay in the Hotel. Periodic payments must be made if the account exceeds the credit limit designated by the Hotel, and accounts are payable on presentation.
3. A certificate from the Hotel Manager shall constitute proof of indebtedness of the guest and his/or his party and of the particulars therein for all purposes including any action instituted by the Hotel against the guest and/or any of his party.
4. The guest agrees that after his departure, the Hotel may retain goods left behind by him and/or his party and authorises the Hotel after giving one month's notice to the address registered by the guest of its attention to do so, to sell same, privately or publicly, at the Hotel's discretion at such price as the Hotel may determine and offset proceeds of such sale against possible indebtedness of the guest or to hold such proceeds or part thereof for a period of three years pending any claims by the guest for those proceeds failing which they shall be deemed to have been forfeited to the Hotel
5. The guest hereby agrees on behalf of himself and the members of his party that it is a condition of his/their occupation of the Hotel that the Hotel shall not be responsible for any injury or death of any person or the loss or destruction of or damage to any property upon the premises, whether arising from fire, theft or any cause and by whomsoever caused or arising from the negligence (gross or otherwise) or wrongful act of any person in the employment of the Hotel. The guest and his party may hand to the Hotel for safekeeping money and /or valuables, whereupon a special receipt will be issued accordingly.
6. Where appropriate the masculine gender shall include the feminine gender and vice versa and the singular shall include the plural.