



## **RADISSON BLU HOTEL WATERFRONT: GENERAL TERMS AND CONDITIONS**

1. All invoices shall be due and payable upon presentation. Queries in respect of specific invoices shall not affect immediate payment of any other outstanding amounts. Any amount payable by the client to the Hotel in terms of this agreement and not paid on due date, shall accrue interest at 2% (two percent) above the prime bank overdraft rate as advised by the Hotel's Bankers.
2. Payment by cheque requires cheque number, bank name and branch number, bank guarantee and prior written consent by the Hotel. Payment by credit card requires a copy of the card, card number, CVC code, expiry date and cardholder's signature and subsequent presentation of the physical credit card by the cardholder in person. Third party authorisations are strictly subject to Managements prior written consent and such terms as may be imposed.
3. The Hotel reserves the right to cancel any booking forthwith and without liability on its part in the event of any damage to, or destruction of the allocated rooms by fire, vis major act of God, any shortage of labour or food supplies, power failures, strikes, lockouts, and industrial unrest, or any other causes beyond the control of the Hotel which shall prevent it from performing its obligations in connection with any booking. In these circumstances, every effort will be made to accommodate the booking at another Carlson Rezidor Hotel Group Property.
4. The Hotel reserves the right to change the name and location of the client's previously designated function room upon having given reasonable notice to do so.
5. The provision of standard operating apparel and/or equipment for, e.g., linen used by the Hotel shall be dependent on availability at no extra charge.
6. Date and time for setting up of venue by client and/or its contractors prior to the date of the event shall be agreed by Hotel and client in writing.
7. The breakdown and removal of all fixtures, fitting, equipment and décor installed/setup by client shall be completed by client and/or its contractors immediately after and on the day of completion. Any items not removed will be placed in storage at clients cost. The Hotel reserves the right to dispose of such items as Hotel deems fit should client fail to collect the items from storage within 7 days of the date upon which the event is completed. The Hotel does not accept any liability or loss of or damage to any such items.
8. The client shall deliver to its guests and delegates a copy of these terms and conditions and warrants that all guests and other participants of the conference agree to be bound by the Hotel's standard terms and conditions.

**Radisson Blu Hotel Waterfront, Cape Town**  
Beach Road, Granger Bay P.O Box 50041, Waterfront 8002 Cape Town, South Africa  
T +27 21 441 3000 F +27 21 441 3520  
capetown.reservations@radissonblu.com  
radissonblu.com/en/hotel-capetown



9. The client and its guests/delegates shall not be entitled to:
  - 9.1 Paint, affix or attach to the function room provided any advertising signs, notices or other matter without the prior written consent of the Hotel which shall not be unreasonably withheld;
  - 9.2 Drive into the walls, floor, partition or doors of the function room any screws or nails in a manner calculated to damage same.
10. All day and evening functions must be terminated by 17h00 and 24h00 respectively, unless a later time is specifically agreed in writing with the Hotel, at the time the booking is made. Functions finishing after these times will attract a venue hire fee or R2000 (two thousand rand) per hour or part thereof, to cover the costs of the staff overtime, transport and/or accommodation.
11. Any changes and/or cancellations made within 24 hours prior to the start of the event to the agreed catering and set-up of function space will incur additional charges that will be communicated to the client on receiving the request.
12. Final Function Sheet must be signed off as approved by the client 48 hours prior to the event.
13. No food or beverage may be brought into the allocated rooms by guests for consumption on the Hotel premises.
14. Legislation prohibits smoking in public areas, other than in a designated smoking area which is separated from the rest of the public area by a solid partition and where air is directly exhausted to the outside. Should the Client wish to make the function room a smoking venue, a sign will be placed outside the room stating that smoking is permitted. No smoking is allowed in all restrooms and pre-function rooms, i.e. the communal lobby area.
15. The Client shall be responsible for any damage caused to the room or Hotel facilities including plant, furniture, fixtures and/or equipment by any act, default, or neglect of the Client or guests, invitees, employees, or contracted third party service providers of the Client whether such is the Hotel's property or whether hired specifically by the Hotel for the Client and shall pay to the Hotel, on demand, the amount required to make good or remedy such damage.
16. The Client shall not be entitled to assign or cede the booking to any third party nor utilise the Hotel's facilities for any purpose than that stated without the Hotel's prior written consent.
17. The client, and the client on behalf of all its delegates and guests, indemnifies and holds harmless the Hotel, and any of its officers, directors, partners, affiliates, members and employees, from and against all and any demands or claims made by third parties in respect of any personal injury, death and/or loss or damage to any

**Radisson Blu Hotel Waterfront, Cape Town**

Beach Road, Granger Bay P.O Box 50041, Waterfront 8002 Cape Town, South Africa

T +27 21 441 3000 F +27 21 441 3520

capetown.reservations@radissonblu.com

radissonblu.com/en/hotel-capetown



property occurring at the Hotel, arising out of or caused, directly or indirectly, by the Client and/or its delegates, guests, suppliers and service providers.

18. Notwithstanding anything contained herein or in the proposal, the client shall not have any claim of any nature against the Hotel and/or any of its officers, directors, partners, affiliates, members and employees, for any loss, damage or injury which the client and/or any of its delegates, guests, suppliers and service providers, may directly or indirectly suffer (even if such loss, damage or injury is caused through the negligence of the Hotel or the Hotel's officers, directors, partners, affiliates, members and employees) and in view of the provisions of this clause the client is advised to take the necessary steps to insure its interests.
19. A certificate signed by the General Manager or Financial Controller of the Hotel showing the amount owing by the client at any one time and reflecting the amount thereupon as due and unpaid shall be prima facie proof of the effect therein stated for the purpose of any action (whether by way of provisional sentence or otherwise) shall be sufficient proof of the clients indebtedness on insolvency or for any purpose whatsoever.
20. Any indulgence shown to the client shall not constitute a waiver or notation of the Hotel's rights.
21. All information obtained in any website, brochure, or catalogue (or which accompanies or forms part of any tender made by the Hotel) which shall include prices, is subject to change and the Hotel will not be bound to comply exactly therewith. The Hotel shall not be liable for any inaccuracies in any website, brochures or information supplied by it which the client fails to verify with the Hotel Management. Where a price increase is necessitated, the client will be notified by the Hotel within a reasonable period.
22. The Hotel shall have the right to cancel this agreement by written notice to the client in the event that the client fails to pay all/any amounts due to the Hotel in terms of the proposal and/or these terms and conditions on due date, is placed under provisional or final, business rescue or sequestration or commits any act of insolvency as defined in the Insolvency Act No. 24 of 1936.
23. Advice, recommendations or opinions by representatives of the Hotel are not given and expressed in good faith and shall not constitute representations of any description, and shall not give rise to any claim against the Hotel or such representatives.
24. The parties choose as their respective domicilia citandi et executandi (address for the service of all legal documentation) for all purposes under this agreement at:
  - 24.1 The Hotel – Beach Road, Granger Bay, Cape Town;
  - 24.2 The Client - at its physical address stated below under the header PERSONAL PARTICULARS OF CLIENT' agreement.

**Radisson Blu Hotel Waterfront, Cape Town**  
Beach Road, Granger Bay P.O Box 50041, Waterfront 8002 Cape Town, South Africa  
T +27 21 441 3000 F +27 21 441 3520  
capetown.reservations@radissonblu.com  
radissonblu.com/en/hotel-capetown



25. This agreement constitutes the whole agreement between the parties and no warranties or representations, whether express or implied not stated herein shall be binding on the parties. No agreement at variance with the terms and conditions herein shall be binding on the parties unless reduced to writing and signed by or on behalf of the parties by duly authorised persons.
26. This agreement shall be governed by the laws of the Republic of South Africa and in the event of the Hotel having to institute legal proceedings against the client in terms of this agreement, then the client agrees to pay the Hotel all costs incurred in respect of such action on a scale as between attorney and client including collection commission.
27. The client hereby consents, and undertakes to procure that its guests, invitees, delegates, suppliers and service providers consent to the jurisdiction of the High Court of South Africa (Western Cape High Court, Cape Town) in connection with all/any disputes which arise in connection with this agreement.
28. If any provision of this agreement is held to be unenforceable by any court of law, such provisions shall be severable from this agreement and shall not affect the remaining provision of this agreement which shall remain in full force and effect.
29. To ensure legal compliance with the South African Immigration Act of 2004, as documented in the Government Gazette dated 11 October 2004, it is mandatory to record the information listed in the schedule annexed hereto named "Personal Particulars of Non-S.A Residents", for all Non-South African Residents residing in a Hotel. To facilitate this legislation, it is necessary for the group rooming list to include the following information of individual guests, who are Non-South African residents.
30. Force Majeure: Both parties, their owners, and operators shall not be held liable for failure to perform this Agreement by either party upon the occurrence of any circumstance beyond the reasonable control of either party. Such circumstances, including but not limited to disaster, fire, strikes/labor disputes/labor unrest (except those involving Hotel employees, contractors, or agents), governmental regulation, civil disturbance, curtailment of transportation services affecting more than 40% of the attendees (to or from program destination), major civil disorders, war, terrorist acts and/or threats of violence, disease epidemics, public utility failure or World Health Organization of a travel warning restricting travel to the region where the Hotel located, acts of God, hurricanes, earthquakes, extreme weather, or any other comparable condition beyond the reasonable control of either party, their owners, or operators making it illegal or impossible for either parties to perform their obligations hereunder. If either Party becomes aware that any circumstances constituting Force Majeure have arisen or that any circumstances which may constitute Force Majeure may arise, it shall immediately notify the other party by telephone and/or by facsimile. Each Party shall nevertheless use its reasonable endeavours to alleviating the effects of such circumstances constituting Force Majeure, including agreeing upon alternative arrangements.

**Radisson Blu Hotel Waterfront, Cape Town**

Beach Road, Granger Bay P.O Box 50041, Waterfront 8002 Cape Town, South Africa

T +27 21 441 3000 F +27 21 441 3520

capetown.reservations@radissonblu.com

radissonblu.com/en/hotel-capetown