

HOTEL GROUP CONFIRMATION

Attention : Company Name : University of KwaZulu-Natal Address : Telephone Number : Fax : Email : VAT Number :	Contract Number : 1189011 Booking Name : University of Kwazulu Natal Rooms Room Status : Tentative Booking ID : 1189011 VAT Reg Number : 4010113001 Printed Date : 21 April 2016
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We have the pleasure of confirming your accommodation requirements with the **Southern Sun Elangeni Maharani**.

The following documentation constitutes an agreement between Southern Sun Elangeni Maharani and your organisation.

Please review all the details, including the proposed rates, and sign acceptance accordingly that you are in agreement. Kindly return the signed proposal to fax +27 31 332 5527 or email: sselangeni.reservations@tsogosun.com in order for your accommodation or conference facilities to be reserved.

Group name : University of Kwazulu Natal Rooms	Rate Code : GRPF01
Hotel name : Southern Sun Elangeni Maharani	

Date	No. of rooms				Room Types	Room rate				Total
	Sgl	Dbl	Trp	Quad		Single	Double	Triple	Quadruple	
09 August 2016		15			Standard Rooms		1,770.00			26,550.00
09 August 2016	30				Standard Rooms	1,510.00				45,300.00
10 August 2016		15			Standard Rooms		1,770.00			26,550.00
10 August 2016	30				Standard Rooms	1,510.00				45,300.00

The above is calculated on the number of single and/or multiple occupied rooms irrespective of the number of complimentary room(s) and excludes 1 % Tourism Levy.

Arrival Date	Departure Date	Room nights
09 August 2016	11 August 2016	90
Total Accommodation	Tourism Levy	Proposal Total
R 143,700.00	R 1,245.00	R 144,945.00

General Notes

Terms & Conditions

1. Rates extended to UKZN Delegates Delegates only
 2. Full prepayment at time of making reservation
 3. All delegates to have booked & paid by 7 July 2016
 4. Rates applicable to standard
 5. Rate includes breakfast
 6. Rate includes 14% VAT, exclude 1% tourism levy
 7. Rate is per room per night
 8. Please note check in is at 14h00 & checkout at 11h00 on day of departure
 9. If reservation is cancelled 30 days prior to arrival a full refund will apply. If cancelled 29 days prior to arrival or non arrival 100% of the payment will be forfeited
 10. Rates are Nett & non commissionable
 11. Standard Tsogo Sun terms & conditions apply
- 1st release date is 9 June 2016

General Notes

Southern Sun Elangeni Maharani reserves the right to review the rates and conditions offered in this quotation in instances where full disclosure on the conference/group booking is not given OR there are amendments on the original quotation, example being - name of conference, type of conference, number of overall delegates attending the conference, specific dates, etc.

Should you require any further information prior to your stay, please do not hesitate to contact us and we will be delighted to assist to ensure your experience with us is a memorable one.

Yours sincerely

Ashlin Naidoo
Reservations Department

PROMOTIONAL INFORMATION

By going onto www.tsogosun.com, payment can be made directly on line either via EFT or via your credit card. All you require is your reservation no. from the hotel when booking directly with them.

Tsogo Sun now offers its guest WiFi that is reliable, secure, fast and FREE! ([Terms and conditions apply](#))

GPS INFORMATION

Southern Sun Elangeni Maharani

S 29° 50' 43" E 31° 2' 5"

HOTEL BOOKING AGREEMENT

between

Southern Sun Hotel Interests (Pty) Limited,**Southern Sun Elangeni Maharani**

(Company Reg: 1969/001365/07)

(hereinafter referred to interchangeably as "the Company or Southern Sun Elangeni Maharani")

and

University of KwaZulu-Natal

(hereinafter referred to as "the Customer", whose particulars are as set out below)

Company / Personal Particulars

Identity/Passport number or Company registration number			
Tel no.	(W)	(H)	(Cell)
Fax no.		Email	
Physical address (chosen domicilium citandi et executandi)			
		Code	
Postal address			
		Code	
Name of employer (if applicable)		University of KwaZulu-Natal	
VAT registration number (if applicable)			

Banking Particulars(for refunds - N/A in the case of approved credit facilities with Tsogo Sun Hotels)

Bank													
Branch name													
Branch code													Account type
Account name													
Account number													

Booking Particulars

Dates	09/08/16 - 11/08/16	Times	
Type		Booking name	University of Kwazulu Natal Room
No of guests		Signage	
Function space		Accommodation	Included
Hotel contract	1189011	Customer contact	

Payment Schedule

Deposit	R
Payments	R 0.00
Balance	R
DB Number (approved credit with Tsogo Sun Hotels)	

Kindly initial all pages of this agreement, signing the last page in full and return to the company via fax +27 31 332 5527 or email sselangeni.reservations@tsogosun.com by 27 April 2016.

Please note that bookings can only be secured upon return of this agreement, duly completed and signed as well as, proof of payment as laid out in the proposal and the above payment schedule.

Please note that no cheque payments will be accepted directly by the company.

(Cheque payment into our bank account will only be accepted when deposited at least 21 days prior to the arrival date of the booking, to allow for sufficient time for the cheque to clear.)

TERMS AND CONDITIONS

1. For the purposes of this schedule of conditions, the terms -
 - 1.1 "accommodation rooms" shall mean all rooms allocated by Southern Sun Elangeni Maharani in respect of accommodation;
 - 1.2 "function room" shall mean the room allocated for the function as detailed on the face of this Agreement;
 - 1.3 "the Agreement" shall mean this Banqueting & Function and/or Accommodation Agreement of which these Conditions and the Company's standard Conditions of Residence form a part;
2. Unless otherwise specifically stated, all rates quoted in the Agreement are inclusive of Value Added Tax ("VAT") at the prevailing rate, but exclude the tourism levy currently at 1% of the accommodation room rate. Should the prevailing rate change or another tax or levy be introduced during the duration of the Agreement, the Company reserves the right to amend the quoted rates accordingly. In addition, should there be a change in the number of accommodation rooms reserved, the Company reserves the right to adjust the rate accordingly.
3. For the purposes of the Agreement the term 'function' is not limited in definition to a conference or similar such event but includes any other facilities and/or services and/or goods which may be rendered or supplied at the venue and which also forms part of a Hospitality Package contracted with the Company, whomsoever shall be the owner and/ or supplier thereof.
4. Accommodation rooms will be allocated by Southern Sun Elangeni Maharani, in its discretion, subject to availability.
5. Subject to the availability of accommodation rooms, guests may check-in from 14h00 on the arrival date and must check-out by no later than 11h00 on the departure date.
 - 5.1 Failure to check-out by 11h00 on the departure date will entitle Southern Sun Elangeni Maharani to charge a levy equal to 1 day's stay for each 24 hour period or portion thereof, overstayed, unless otherwise agreed to in writing.
 - 5.2 Southern Sun Elangeni Maharani will endeavour to accommodate guests for an earlier check-in time if required but this is dependent on availability of accommodation rooms.
6. All day functions must terminate by 17h00 and evening functions must terminate by 00h00, unless a later time is specifically agreed to in writing by the parties at the time of signing the Agreement. Failure to adhere to these times without the necessary consent being sought from Southern Sun Elangeni Maharani shall attract an additional charge.
7. All decor, props and equipment not supplied by Southern Sun Elangeni Maharani must be removed immediately after the function. Any items not removed, will be placed in storage for no more than 7 days, whereafter the Company shall be entitled to discard same. The Company does not accept liability for loss of or damage to any such items.
8. The Customer shall accept full liability for all additional charges incurred during the group's tenure at Southern Sun Elangeni Maharani, unless otherwise specified in writing and agreed to by the General Manager of Southern Sun Elangeni Maharani. All accounts incurred against this Agreement will be invoiced and all such invoices are due and payable on presentation, unless otherwise agreed to in writing. Any queries in respect of specific invoices shall not affect immediate payment of any other outstanding amount.
9. The Company reserves the right to cancel any booking forthwith and without liability on its part in the event of any damage or destruction of rooms or Southern Sun Elangeni Maharani facilities by fire or other cause, any shortage of labour or food supplies, strikes, lockouts or industrial unrest, or any other causes beyond the control of the Company which shall prevent it from performing its obligations in connection with any booking. In these circumstances every effort will be made to accommodate the group at another establishment.
10. The number of guests stipulated on page 1 in this agreement is a material contractual term of this Agreement. The Customer shall have the right to increase this number; provided only that the function room is able to accommodate such increase, Southern Sun Elangeni Maharani is given reasonable notice thereof in writing and the Customer pays the proportionate increase in price. The Customer shall furthermore be entitled to decrease the number of guests by up to 10% thereof, without incurring a charge referred to below; provided that such decrease is communicated in writing to Southern Sun Elangeni Maharani before 60 days prior to the date of the function. Should the Customer otherwise decrease the number of guests, then the Customer agrees to pay to Southern Sun Elangeni Maharani, in addition to and separate from the actual contract amount payable by the Customer in respect of the reserved number of guests, an amount of:
 - 10.1 50% of the difference between the total price, as indicated on the proposal submitted to the Customer ("the total price") and the amount by which the total price is reduced as a result of the decrease - if the decrease is communicated between 59 to 30 days prior to the date of the function; and
 - 10.2 75% of the difference between the total price and the amount by which the total price is reduced as a result of the decrease - if the decrease is communicated between 29 to 14 days prior to the date of the function.
 - 10.3 If the decrease is communicated 13 days or less prior to the date of the function, the Customer shall pay the total price. Provided further that such notification shall always be in writing and shall be on a once-off basis only, failing which the Customer shall be responsible for the total price.
11. In the event of the Customer cancelling the reservation or changing the date of the function during a period of more than 60 days prior to the date of the proposed function, no cancellation fee will be charged; provided that such cancellation or date change, as the case may be, shall be in writing and communicated to Southern Sun Elangeni Maharani. Should such notification not be received by Southern Sun Elangeni Maharani or should the Customer cancel the function or change the date of the function at any time 60 days or less prior to the date of the function, then the Customer agrees that the following shall be payable by the Customer to Southern Sun Elangeni Maharani, in addition to and separately from any amounts due to Southern Sun Elangeni Maharani for the function itself, as stipulated in the total price:
 - 11.1 between 59 and 30 days - 50% of the total price; and

11.2 29 days or less - 100% of the total price.

In all events contemplated in 9 and 10 above, the Customer agrees that the amounts to be charged in terms hereof constitute the amount of rouwkoop for which the Customer is liable. Should the agreement have been concluded at a time being less than 60 days prior to the date of the

function, the terms herein set out shall be final and binding on the Customer and the Customer shall have waived the right to notice of, variation or cancellation and the total price will be invoiced and shall apply.

12. Unless otherwise agreed to in writing by the Company, A 50% non-refundable deposit of the total price is required within 48 hours of making the booking in order to confirm the booking. The balance of the estimated total price is required no later than 14 days after the payment of the 50% deposit or not less than 14 - 30 days prior to the date of the function and/or check in into the accommodation rooms, whichever is the earlier. The Company reserves the right to release the venues or rooms should the payments not be forthcoming on due dates. Thereafter confirmations will be subject to availability. The Customer hereby agrees that any amounts held by Southern Sun Elangeni Maharani as deposits may be set off by the Company against any amounts payable in terms of clauses 10 and 11 above.
13. All requests for billing to a Master Account are strictly subject to the prior written approval of the General Manager of Southern Sun Elangeni Maharani. The Master Account is the account for which the Customer is responsible and includes the cost of rooms and selected meal plan at the rates specified above, the cost of other items for which the Customer may subsequently assume the responsibility for payment and any applicable cancellation or no-show charges.
14. 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 the General Manager's prior written consent and such terms as he may impose.
15. The Customer specifically acknowledges and agrees that certain facilities and/or services and / or goods which may form part of the function or hospitality package, may be provided by or under the control of third parties other than the Company or its affiliates or associated companies and accordingly the Customer agrees to the provision of such facilities and / or services and / or goods by such third parties.
16. Neither the Company nor the owners of Southern Sun Elangeni Maharani property, the management company, their agents, contractors or employees shall be liable for any loss, damage/s, destruction, injury or death which may be caused to any person (or any minor dependent of such person) or the assets, property or any item of equipment, furniture, stock or the like, brought onto the Hotel premises by the Customer, guests, invitees, employees (or minor dependents of such persons), howsoever such loss, damage/s, destruction, injury or death may occur, whether as a result of any foreseen or unforeseen event or any act or omission on the part of the Company or the owners of Southern Sun Elangeni Maharani property, the management company, their agents, contractors or employees or otherwise. Notwithstanding the foregoing, the Customer hereby indemnifies and holds harmless the Company and the

owners of Southern Sun Elangeni Maharani, and against any suppliers of any facilities and / or services and goods which may form part of the function or hospitality package, which may be brought against any of them relating to the Agreement.

17. The Customer acknowledges that the Company reserves the right to object to the employment by the Customer of any person in connection with any function and that the right of admission shall be reserved by Southern Sun Elangeni Maharani, to be exercised at its sole discretion.
Any such persons employed by the Customer shall be required to sign an indemnity indemnifying the Company against any damage suffered by such persons and confirming that they shall abide by the house rules of Southern Sun Elangeni Maharani before being permitted onto the premises.
18. No food or beverage may be brought into the accommodation or function rooms by the Customer for consumption on the premises, unless the prior written consent of Southern Sun Elangeni Maharani has been obtained.
19. The Customer shall be responsible for any damage caused to the rooms or Southern Sun Elangeni Maharani facilities, or the furnishings, utensils and equipment therein by any act, default, or neglect of the Customer or the guests, invitees or the employees of the Customer, whether such is the Company's property or whether hired specifically by the Company for the Customer, and shall pay to Southern Sun Elangeni Maharani, on demand, the amount required to make good or remedy such damage.
20. The Company reserves the right to change the name and location of the Customer's previously designated function room without prior notice.
21. The provision of standard operating equipment and apparel required by the Customer shall be dependent on availability at no extra charge.
22. A certificate signed by the General Manager or Financial Controller of Southern Sun Elangeni Maharani, showing the amount owing by the Customer at any one time and reflecting the amount thereupon as due and unpaid shall be prima facie proof of the effects therein stated for the purpose of any action (whether by way of provisional sentence or otherwise) proof of debt on insolvency or any purpose whatsoever.
23. The Customer acknowledges and agrees on behalf of all persons to whom accommodation rooms are allocated and/or reserved in terms of this Agreement and for all persons for whom it is responsible, that the Company's standard terms and conditions of residence, as amended from time to time, shall at all times and in all respects continue to apply insofar as such terms and conditions are not in conflict with the provisions hereof and that they have agreed to be bound thereto. In the event of any such conflict between the standard terms and conditions of residence and the terms of this Agreement, the terms hereof shall be deemed to prevail.
24. Notwithstanding the amount which may at any time be owing, the Customer consents in terms of Section 45 of the Magistrate's Court Act (No. 32 of 1944, as amended) to the jurisdiction of the Magistrate's Court in any action or proceeding otherwise beyond its jurisdiction, it being understood however that the Company shall at all times be

- entitled to bring any such action or proceeding in the High Court. If any action be necessary, the Customer agrees to pay all costs and disbursements as between attorney and client and collection commission.
25. Any indulgence shown to the Customer shall not constitute a waiver or novation of the Company's rights.
 26. The sale of any item is forbidden unless the prior written consent is obtained from the Company.
 27. 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 Customer 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.
 28. All the information contained in any website, brochure, or catalogue (or which accompanies or forms part of any tender made by the Company), is subject to alteration at any time without prior notice and the Company will not be bound to comply exactly therewith. The Company shall not be liable for any inaccuracies in any websites, brochures or other information supplied by it and the Company shall not be liable for any accidents or happenings arising out of such faulty information.
 29. The Customer shall not be entitled to:
 - 29.1 paint, affix or attach any advertising signs, notices or other matter to the walls of the function room without the prior written consent of the Company first being had and obtained; or
 - 29.2 drive into the walls, floor, partitions or doors of the function room any screws, nails or the like.
 30. The Company shall have the right to cancel this contract by written notice to the Customer in the event that the Customer is placed under provisional or final liquidation, judicial management or sequestration or commits any act of insolvency as defined in the Insolvency Act or ceases to carry on business.
 31. I, by my signature hereto, agree to bind myself as surety for and co-principal debtor in solidum together with the Customer for all amounts that may be due or may become due, owing and payable by the Customer to the Company from time to time and during the duration of this contract. I furthermore waive the benefits of excussion.
 32. Advices, recommendations or opinions by representatives of the Company are given and expressed in good faith and shall not constitute representations of any description, and shall not give rise to any claim against the Company or such representatives.
 33. The Customer hereby choose domicilium citandi et executandi for all purposes at the physical address set out on the face of this Agreement, until the Customer has notified the Company, in writing, to the contrary.
 34. The Customer shall be precluded from raising any complaint or disputing liability to the Company in any way unless it shall have notified the Company of its complaints or grounds of dispute, in writing, within 7 (Seven) days after the departure date or the date of the function concerned.
 35. No changes, alterations, variations or cancellation of any of the above conditions shall be binding on the Company unless agreed thereto by the Company in writing. These conditions and every contract in which they are incorporated, shall be governed by and construed in accordance with the Laws of the Republic of South Africa.
 36. If any provision of this Agreement is held to be unenforceable by any court of law, such provision shall be severable from this Agreement and shall not affect the remaining provisions of this Agreement which shall remain in full force and effect.
 37. The Customer shall not be entitled to cede or assign the booking to any third party nor utilize the Company's facilities for any other purpose than that stated herein without the Company's prior written approval.
 38. This Agreement shall only become binding between the parties upon execution by the Company, failing which the Customer shall have no right to claim the existence of an agreement from the Company, whether oral or otherwise, or by reason of this Agreement having been executed by the Customer only.
 39. Any term which refers to a South African legal concept or process (for example, without limiting the foregoing, winding-up or curatorship) shall be deemed to include a reference to the equivalent or analogous concept or process in any other jurisdiction in which this Agreement may apply or to the laws of which a party may be or become subject.
 40. No provision herein shall be construed against or interpreted to the disadvantage of any party by reason of such party having or being deemed to have structured, drafted or introduced such provision and accordingly the contra proferentem rule shall not be applied in the interpretation of this Agreement.
 41. In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil war, lockout, interference of trade unions, suspension of labour, fire, accident, act of terrorism or of any circumstances arising or action taken beyond or outside the reasonable control of the Company, preventing it from the performance of any obligation in terms hereof (any such event hereinafter called "force majeure") then the Company shall be relieved of its obligations in terms of this agreement during the period that the force majeure continues and shall not be liable for any delay or failure in the performance of any obligations herein contained or loss or damage which the Customer may suffer due to or resulting from the force majeure, provided always that a written notice shall be promptly given of any such inability by the Company. In such circumstances every effort will be made by the Company to accommodate the booking at another Company within the Tsogo Sun Group.
 42. 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.
 43. 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.

Personal particulars of non - S.A. Residents

Please note that the below mentioned information is required in respect of each guest included in your group rooming list and is a non-south african resident

- Surname
- First Name (Full)
- Passport Number
- Residential Status
- Residential Address (Street, City, Code and Country)
- Home Telephone Number
- Mobile Telephone Number
- Office Telephone Number
- E-mail Address

The customer/authorised representative of the customer, by his/her signature hereto, hereby confirms that he/she is duly authorised, the information supplied above is true and correct and agrees to be bound to the hotel's terms and conditions set out above as well as to the hotel's standard conditions of residence.

Customer

Signature : _____

Full name : _____

Capacity : _____

Date : _____

Hotel

Signature : _____

Full name : _____

Capacity : _____

Date : _____

(Acknowledging expressly the provisions of clause 31 of the Terms and Conditions)