



## **GENERAL TERMS & CONDITONS**

#### **Admission Policy**

- You warrant that by making this booking, you are over the age of 18 and that all information given by you to The Residency Hotel Apartments is accurate, true and correct. Children are welcome. Children of 18 years and above shall be treated as adults.
- When making a reservation, the booking will be secured by making full payment.
- Guest will not be checked in until the reservation has been paid for in full.
- Check in time is from 14H00 and check out time is 11H00.
- Room numbers will be allocated on the day of arrival, therefore specific room numbers cannot be guaranteed.
- These Terms & Conditions shall be governed by South African law and the Guest submits to the jurisdiction of the South African Courts in respect of any issue that may arise, including **Bilking**.
- These Terms & Conditions constitute the entire agreement between the parties.
- Any reservation and use of the facilities at The Residency Hotel Apartments shall be subject to The Residency Conditions of Residence.
- The credit card used to confirm and pay for a reservation is required to be presented on checkin at the Hotel. An imprint of this card may be taken by the Hotel on check-in, in order to prevent fraud.
- Rates are subject to availability, there may be possible fluctuations over special events or peak periods and therefore are subject to review.
- Rates are for accommodation only, are inclusive of VAT at the prevailing rate, and are nett and non-commissionable.
- Our website is governed by the laws of South Africa and The Grand Hospitality Group (T/A The Residency Hotel Apartment Group) chooses its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

# **PAYMENTS**

• A payment gateway is operational. Therefore, any credit card details supplied will be charged instantly.

## Payment Options accepted

 Payment may be made via Visa, MasterCard or by bank transfer into The Residency Hotel Apartment Merchant account, the details of which will be provided on request.

#### Card Acquiring and Security

Card transactions will be acquired for The Residency Hotel Apartments via Pay Gate (Pty) Ltd
who are the approved payment gateway for all South African Acquiring Banks. DPO Pay Gate
uses the strictest form of encryption, namely secure socket layer 3(SSL3) and no card details
are stored on the website. Users may go to <a href="https://www.paygate.co.za">www.paygate.co.za</a> to view their security
certificate and security policy.





- You agree that this transaction constitutes an electronic transaction as defined in the Electronic Communications and Transactions Act 2002 (as amended) and that a binding agreement has been concluded between The Residency Hotel Apartments and you in terms of which you authorise The Residency Hotel Apartments to deduct from or to debit the credit card, the amount owing for services rendered or to be rendered and that your written signature shall not be required for authorisation purposes.
- Customer details separate from card details:
  - Customer details will be stored by The Residency Hotel Apartments separately from card details which are entered by the client on DPO Pay Gate's secure site. For more information, please refer to DPO Pay Gate's website: <a href="https://www.paygate.co.za">www.paygate.co.za</a>
- Merchant Outlet Country and Transaction Currency:
  - The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR)
- The Residency Hotel Apartments take responsibility for all aspects relating to the transaction including sale of service sold on this website, customer service and support, dispute resolution and delivery of service.
- Charges and refunds will always be processed in South African Rand.
- An original South African ID / Driver's License or valid international Passport of the cardholder will be asked for upon arrival at the Hotel. A copy will be taken. Without identification, payment with a credit card will not be possible.
- You will be charged for the accommodation for the original reservation that was processed online at the time of making the reservation.
- If a reservation is extended online or directly, the Hotel will take payment in respect of the additional accommodation charges at the time of check-in.

## **CANCELLATION AND REFUND POLICY**

- All reservations must be cancelled or amended in writing.
- Should no written cancellation be received and acknowledged by The Residency Hotel Apartments, the full deposit will be forfeited, and the room will be charged for in full for the entire period of the reservation.
- The Residency Hotel Apartments reserves the right to cancel and release non-guaranteed reservations if a travel agent voucher / company order / credit card authorisation / prepayment has not been received.
- 100% cancellation fee applies, for any reservation cancelled 0 2 days prior to arrival. 75% cancellation fee applies, for any reservation cancelled 3 7 days prior to arrival. 0% cancellation fee applies for any reservation cancelled more than 8 days prior to arrival. In the event of a no-show, or should you not arrive on the stated arrival date, a full cancellation fee will be charged. An administration fee of 8% will be charged on all refunds.

## **DISCLAIMER AND TERMS OF RESIDENCE**

Right of Admission Reserved in all our premises.

The Guest will be required to sign the registration card on arrival, and he/she agrees to the
Conditions of The Residency Hotel Apartments and will be personally liable for all amounts
arising from the residence of him/herself and/or his/her party at The Residency Hotel
Apartment Group.





- Neither The Residency Hotel Apartment Group, its owners, their agents, contractors nor
  employees shall be held liable for any loss, damage, destruction, injury or death which may
  be caused to any person or the assets, property or any other item or the likes thereof which
  may occur as a result of any foreseen or unforeseen event or any act or omission on the part
  of The Residency Hotel Apartments, its owners, their agents, contractors or employees.
- Non- residents or visitors are NOT allowed in the premises after 23H00 and must vacate the premises before 23H00.

## • Respect other Guests.

- The guest may not disturb other guests, no loud: music, television, musical instruments, or parties allowed
- Please be advised that noise restrictions are as follows: 22h00 Sundays Saturdays
- Please note that our noise complaint procedure is as follows: 1st complaint to be addressed by the Concierge Service on duty; 2nd complaint will be addressed by our Armed Response Security with an immediate eviction without refund. These funds will be held as liquidated damages and the guest agrees hereto.

# No smoking

- Strictly no smoking in the rooms, in bathrooms or hanging out of windows. If evidence of smoking is detected, you will be charged R1 000.00 for professional cleaning and deodorising of the room.
- Please take care of The Residency Hotel Apartments' inventory and other equipment. All damages occurring during your stay will be charged to your account.
- Please note prostitution and pimping is not allowed on the Premises.
- Please do not walk and stray in the public Hotel areas in inappropriate clothing, i.e. pyjamas, underwear, bathing suit, etc.
- Free Parking is available at the premises.

#### **COMPANY INFORMATION**

Our website is run by Grand Hospitality Group (Pty) Ltd based in South Africa trading as The Residency Hotel Apartment Group.

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