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## ACCOMMODATION TERMS AND CONDITIONS

### FNB CONFERENCE CENTRE, A BUSINESS UNIT OF FIRST NATIONAL BANK, A DIVISION OF FIRSTRAND BANK LIMITED ("FNB CC")

(REGISTRATION NUMBER: 1929/001225/06)

#### 1. INTRODUCTION

In this Agreement, unless the context otherwise indicates –

- 1.1. any number of days prescribed will be determined by excluding the first and including the last day or, where the last day falls on a Saturday, Sunday or public holiday, the next succeeding business day;
- 1.2. calculation of accommodation periods are from date of check-in to the last evening spent at the accommodation prior to the check-out date. Accommodation is available from Monday to Sunday with check-in and check-out times as follows –
  - 1.2.1. Monday to Sunday check in at 14h00;
  - 1.2.2. Monday to Friday check out at 10h00; and
  - 1.2.3. Saturday and Sunday check out at 11h00.

#### 2. DURATION

This agreement, which will include the annexures attached hereto from time to time and any other document specifically incorporated herein by reference ("the Agreement"), will commence on the date upon which the accommodation is booked and confirmed and will endure until date of check-out or final date of payment of all outstanding fees, whichever is the later.

#### 3. BOOKINGS

- 3.1. Should the party for whom the accommodation is booked (the "Guest") wish to make an amendment to a booking for accommodation; the Guest will be required to email FNB CC at [bookings@fnb.co.za](mailto:bookings@fnb.co.za).
- 3.2. Where the signatory to this Agreement enters into the Agreement as an agent

of, or on behalf of a Guest, such signatory will be jointly and severally liable with the Guest for the payment of the accommodation fee.

- 3.3. The Guest will be required to comply strictly with the FNB CC rules as provided to the Guest, including inter alia, rules related to health, safety and security, the checking into and vacating of the booked accommodation. Failure to adhere to the stipulated rules may result in additional charges and/or penalties being levied by FNB CC against the Guest or a cancellation of the booked accommodation.
- 3.4. Furthermore, it is agreed that the Guest will be responsible for any damage to the accommodation, furnishings, utensils or equipment at the FNB CC caused by any act or omission of the Guest.
- 3.5. Guests are prohibited from bringing irons onto the premises and ironing services are available on request.

#### 4. PAYMENT

- 4.1. All rooms are charged at a per person rate. Should there be more than one person per room these Guests are to report to reception on date of check-in to make the necessary arrangements. The relevant accommodation fee will be calculated in accordance with the rates indicated on the FNB CC website.
- 4.2. The Guest or signatory will be required to make payment of the relevant accommodation fee in full upon booking of the accommodation and provide FNB CC with proof of payment. The Guest and signatory acknowledge that failure to make full payment will result in the release of the requested accommodation.
- 4.3. FNB CC will, within 24 (twenty four) hours of receipt of proof of payment

referred to in clause 4.2 above, provide the Guest or signatory with written confirmation thereof.

- 4.4. Payment for any chargeable items requested or ordered during the period of accommodation will be paid for in full by the Guest or signatory prior to the check-out date.
- 4.5. Interest will be payable to FNB CC by the Guest or the signatory on any amounts which remain unpaid after the date of check-out. Interest charged will be at the prime overdraft rate applied by First National Bank from time to time and the interest charged will accrue with effect from the date upon which such fee is due until actual date of payment thereof.

## 5. CANCELLATION

- 5.1. Subject to clause 4.2 above and the provisions of section 17 of the Consumer Protection Act, 2008, in the event that the Guest or signatory cancels the booked accommodation the following terms will apply –
- 5.1.1. No cancellation fee will be charged where cancellations are done and communicated by the Guest or the Guest's signatory to FNB CC in writing 6 (six) days or more prior to the check-in date or within 24 (twenty four) hours of making such booking;
- 5.1.2. An amount equal to 50% (fifty percent) of the accommodation fee shall be paid by the Guest or the Guest's signatory to FNB CC, should the cancellation be communicated in writing to FNB CC between 5 (five) and 3 (three) days prior to the check-in date of the accommodation; and
- 5.1.3. 100% (one hundred percent) of the accommodation fee shall be paid by the Guest or the Guest's signatory to FNB CC, should the cancellation be communicated in writing to FNB CC less than 2 (two) days prior to the check-in date of the accommodation.

## 6. PARKING

- 6.1. The Guest agrees that all vehicles are parked or left at FNB CC at the personal risk of the Guest and FNB CC will not be held liable for any damage to, or theft of or/from, any vehicle parked at FNB CC.
- 6.2. In the event that the FNB CC parking facilities are unable to accommodate the Guest's vehicles due to events being held at the FNB CC, the Guest

will be responsible for making alternative parking arrangements. FNB CC will however, without being obliged to, assist where possible in arranging alternative parking.

## 7. CONFIDENTIALITY

The Guest accepts that any personal information which is provided to FNB CC will be used for the sole purpose of facilitating the booking and the provision of accommodation. The Guest allows FNB CC to keep and use such personal information and to share it with its own officers, authorised agents or providers of ancillary services for purposes related to the provision of accommodation.

## 8. DATA PROTECTION

- 8.1. The Parties specifically record that all Data provided by FNB CC to the Guest, or to which the Guest may be exposed, shall constitute Confidential Information and where applicable, Intellectual Property belonging to FNB CC.
- 8.2. The Guest hereby warrants in favour of FNB CC that it shall at all times strictly comply with all applicable legislation and with all the provisions and requirements of FNB CC's data protection policies and procedures which may be in force from time to time.
- 8.3. The Guest hereby warrants and undertakes that it shall not, at any time, copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with or in any other manner use FNB CC's Data for any purpose other than with the express prior written consent of FNB CC and to the extent necessary to perform its obligations in terms of this Agreement.
- 8.4. The Guest warrants that it shall immediately inform FNB CC, should any Data it has access to be compromised in any manner or form. The Guest further undertakes to also immediately inform FNB as to how it will manage such compromise and what steps will be taken to rectify the situation to the satisfaction of FNB CC.
- 8.5. The Guest further warrants that it shall ensure that all its systems and operations which it uses to fulfil its obligations in terms of this Agreement, including all systems on which Data is copied, compiled, collated, processed, transmitted, stored, collected, mined, altered or deleted or otherwise used, shall at all times be of a minimum

- standard required by law and be of a standard no less than the standards which are in compliance with the international best practice for the protection, control and use of Data.
- 8.6. The Guest's obligations under this clause will survive the termination of this Agreement for any reason.
  - 8.7. The Guest and where applicable, on behalf of their child, hereby confirms and consents as necessary that FNB CC may process (collect, use or otherwise deal with) their personal information, which was voluntarily provided, for the purposes of providing the services and products envisioned in this Agreement, in accordance with the FirstRand Limited Privacy Policy (located on [www.fnb.co.za](http://www.fnb.co.za)) and the requirements of law. The Guest hereby confirms that it has read and understood the FirstRand Limited Privacy Policy and that the information provided by it is true, correct and current and that it will inform FirstRand Limited if it changes.
  - 8.8. The Guest hereby acknowledges that the FNB CC Premises are monitored by CCTV and that by entering the premises the Guest and where applicable, on behalf of their child, consents that the FNB CC may process (collect, store, use or otherwise deal with) their image for safety and security purposes.

## 9. INTELLECTUAL PROPERTY

- 9.1. The Guest agrees that all Intellectual Property owned by FNB CC (whether before or after the commencement date of this Agreement) shall remain the sole and exclusive property of FNB CC.
- 9.2. The Guest agrees that FNB CC shall retain any and all right, title and interest in its Intellectual Property and that no license is hereby granted to the Guest, whether directly or indirectly, under any invention, discovery, patent, copyright or other Intellectual Property right now or in the future held, made, obtained or licensable by FNB CC.
- 9.3. The Guest agrees that it shall perform its obligations in terms of this Agreement in a manner that does not infringe or constitute an infringement or misappropriation of any Intellectual Property or other proprietary rights of FNB CC.
- 9.4. The Guest agrees that it shall not for whatsoever reason copy, reproduce, license, use, disclose, reverse

engineer, adapt, amend, disclose or distribute FNB CC's Intellectual Property.

- 9.5. The Guest hereto undertakes to immediately notify FNB CC should it become aware of any unauthorised use or infringement of any of FNB CC's Intellectual Property.
- 9.6. The Guest shall ensure that it and its employees, agents, representatives, contractors, sub- contractors, clients, guests and/or invitees concerned do not in any way infringe or allow any infringement of any of FNB CC's Intellectual Property in the performance of this Agreement.

## 10. BREACH

Should either party fail to perform its obligations in terms of this Agreement, and continue to do so for 24 (twenty four) hours after receipt by it of written notice from the other party requesting performance, the aggrieved party will be allowed to terminate this Agreement or to claim specific performance without affecting its other rights in law.

## 11. LIABILITY AND INDEMNITY

- 11.1 It is recorded that neither FNB CC nor its employees, agents, contractors, sub-contractors and/or representatives will under any circumstances be liable to the Guest for any damage, destruction, harm or loss of goods, including personal possessions, items of value or any other thing in or around the FNB CC premises, or any injury to or death of any person who might at any time be in or about the FNB CC unless the damage, destruction, harm, loss, injury or death is caused as a result of FNB CC's gross negligence or intentional misconduct.
- 11.2 To the extent permitted by law, FNB CC will be excluded from liability from any indirect or consequential damages which the Guest may suffer arising out of or relating to or in connection with this Agreement.
- 11.3 All vehicles of the Guest, its employees, agents, representatives, contractors, sub- contractors, clients, guests and/or invitees which are parked in the parking area of the FNB CC are parked and/or left at the personal risk of the owner of such vehicle and FNB CC will not be held liable for any damage and/or theft to any vehicle or the items contained therein parked in the parking area of

the FNB CC unless the loss and/or damage is caused as a result of FNB CC's gross negligence or intentional misconduct.

## 12. UNCONTROLLABLE EVENTS

FNB CC reserves the right to cancel any booking or transaction immediately in the event of any failure to fulfil its obligations in terms of this Agreement due to an uncontrollable event, including strikes, lockouts, acts of God, fire, war or warlike events, civil insurrection, government interference or restrictions, or any other circumstance beyond the control of the FNB CC. FNB CC will be allowed to suspend its obligations to the extent that it is prevented from performing them for the duration of the intervening circumstances.

## 13. CESSION AND ASSIGNMENT

Neither Party may, without the other Party's prior written consent, cede, assign, transfer or make over any part of this Agreement.

## 14. GENERAL

- 14.1. Should any disputes arise, such dispute will be referred to an independent third party agreed upon by the parties. Should the dispute not be resolved in this manner, the dispute may be submitted to and decided by mediation, arbitration or by litigation.
- 14.2. Any information contained in any brochure or catalogue which will include pricing, is subject to change, and FNB CC will not be bound to comply with any outdated information held by the Guest. FNB CC will not be liable for any inaccuracies in this Agreement or in any brochures supplied to the Guest. Where a price increase is applicable, the Guest will be notified within a reasonable period of time.
- 14.3. No party will have any claim or right of action arising from any undertaking, representation or warranty not included in this Agreement and this Agreement together with all booking forms constitutes the entire agreement between the parties.
- 14.4. No failure by a party to enforce any provision of this Agreement will constitute a waiver of such provision or affect in any way a party's right to require the performance of such provision at any time in the future, nor will a waiver of a subsequent breach

nullify the effectiveness of the provision itself.

- 14.5. Any invalidity, in whole or in part, of any provision of this Agreement will not affect the validity of any other of its provisions.
- 14.6. The FNB CC premises are not child friendly and FNB CC accordingly recommends that no children are brought onto the premises. However, should the Client bring a child/ren onto the FNB CC premises, they do so entirely at their own risk and responsibility and the child/ren must remain under the direct control and supervision of the Client at all times.

## 15. ADDRESSES FOR SERVICE - DOMICILIUM

The Parties choose as their respective *domicilia citandi et executandi* for the purpose of legal proceedings and for the purposes of giving or sending any notice provided for or necessary in terms of this Agreement, the following addresses-

**FNB CC:**  
**114 GRAYSTON DRIVE**  
**SANDTON**  
**JOHANNESBURG**  
**2196**

Authorised Representative of the FNB CC:  
 Operations Manager  
 Business Development Manager  
 Client Liaison / Sales Consultant /  
 Telephone: (011) 269 8000  
 Email: [Bookings@fnb.co.za](mailto:Bookings@fnb.co.za)

### THE GUEST:

The address provided by the Guest or signatory upon making the reservation.

## 16. APPLICABLE LAW

This Agreement will in all respects be governed by and construed in accordance with the laws of the Republic of South Africa and all disputes, actions and other matters in connection with this Agreement will be determined in accordance with such laws.