

LODGE 23

Legal notices control document for electronic interactions, transacting and communication with the public and guests.

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SECTION ONE – WEBSITE AND ELECTRONIC SYSTEMS

1. General disclaimer

Users using the www.Lodge23.co.za website receive no warranties and Lodge 23 makes no representations regarding any aspect of the site including but not limited to the operation of the site, the content of the site, the accuracy of information on the site or the goods and services advertised or referred to on the site. This to the extent permitted by law neither Legacy nor any of its associates shall be liable for any damage, loss or liability of whatever nature arising from the use or inability to use the site or the services or content provided from and through this site.

The user's usage of the Lodge 23 website constitutes their acceptance of this general disclaimer and the terms, conditions and policies described below. Lodge 23 reserve the right to at any time amend its terms, conditions and policies. These amendments will have immediate effect once posted on the website. The last amendment to the terms, conditions and policies was April 2018 and we advise that users on a regular basis, review the terms, conditions and policies for amendments and updates.

The terms, conditions and policies pertaining to any services appearing on these pages or sites shall be governed and interpreted in accordance with the laws of the Republic of South Africa and application for any of the services offered on these pages or sites will constitute the users consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of the terms and conditions pertaining to such services.

The information, opinions and the like expressed on this site are not professional advice and does not necessarily represent the official opinion of Legacy or any of its associates.

2. Website use

2.1. Introduction

- The user may only use this site to make legitimate reservations or purchases.
- The user is responsible for maintaining the secrecy of their passwords, login and account information.
- Lodge 23 may, at any time and without advance notice or liability, terminate or restrict a users' access to all or any component of the site.

Lodge 23 offers this website and the information contained therein to its stakeholders ranging from suppliers, guests and staff. All materials on this site constitute and offers information and insight into Lodge 23 and does not constitute an invitation to transact business unless clearly stated as such. Commercial use of this site is strictly prohibited unless you obtain prior written consent from Lodge 23 owners and management.

Limitation of Lodge 23's liability is key and while we want the users use of the website to be a positive experience, it must be stressed that this use has to be within the following boundaries:

- The user may not use the site to make any false, fraudulent or speculative reservation or any reservation in anticipation of demand, post or transmit any unlawful, threatening, libellous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.
- The user may not use information from this site in any type of bulk communications,

including but not limited to, spam, junk mail, or chain letters, or for any other purpose that is unlawful.

Trademarks, Copyright, Licenses and Intellectual property

This website is solely for personal and non-commercial use. Trademarks, copyright, licenses and intellectual property made available on this website are owned by Lodge 23. Accordingly, content including, but not limited to, graphics, databases, hyperlinks, private information, designs and agreements and any such similar or related materials are thus the property of Legacy and as such are protected from infringement by South African and international intellectual property laws.

If you wish to use content as limited by the previous paragraph, please contact the XXX to obtain written consent to copy, distribute, reproduce, publish or transmit or use the information in any other form.

2.3. Online reservations

The use of the website for online bookings and transactions are done in accordance with the applicable online reservations and cancellation policies.

2.4. Linking

2.4.1. Hyperlinks to Lodge 23

No person, company or website may link to the Lodge 23 website without written consent. Such permission can be obtained by emailing XXX. Permission may be withheld or granted subject to such conditions Legacy may specify from time to time.

2.4.2. Framing, in-line links, crawlers or metatags

No person, company or website may frame, in-line links, crawler or metatag the Lodge 23 website without written consent. Such permission can be obtained by emailing XXX. Permission may be withheld or granted subject to such conditions Lodge 23 may specify from time to time.

2.4.3. Links provided to third-parties

The Lodge 23 site may from time to time provide links to third party sites or resources. As Legacy has no control over such sites and resources, the user acknowledges and agrees that Legacy is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. The user further acknowledges and agrees that Legacy shall not be responsible or liable, directly or indirectly, for any damage or loss caused, or alleged to be caused by, or in connection with the use of, or reliance on any such content, goods or services available on or through any such site or resource.

2.5. Children

Persons under the age of 18 or who have not been legally emancipated may use this website if the intent is to view and gather information. If the intent is to transact, communicate, link or use information contained in the website then supervision of a parent or guardian is required. If the user represents that they are of a sufficient legal age or status when using this website they will be legally bound by any legal obligations and liabilities that may arise out of the use of the website or its services being offered.

WARRANTIES AND LIMITATION OF LIABILITY

Lodge 23 has made every effort to ensure information presented in the website is true and accurate. It is however accepted that Lodge 23 will not be liable for any damages, losses or injury caused by, including but not limited to, any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus or line failure. It is also recorded that any information detailed on the website is not deemed as professional advice or instruction.

The user of the website also warrants to Legacy that every instruction and all information given shall be accurate, true and correct.

2.7. Submissions

As a company Lodge 23 appreciates input and suggestions into ways to improve or alter operational and or business processes to improve products and services to patrons of its properties. Lodge 23 have on-going projects and development teams looking at various ideas which could be similar to submitted suggestions.

To eliminate any possible misunderstanding it is company policy not to accept unsolicited ideas, concepts, notes, drawings, suggestions or any information that may attach ownership debates. If the user feels strongly about a specific submission they must be aware that once the submission is made it becomes the exclusive ownership of Legacy. This ownership attracts unrestricted use for whatsoever purpose commercial or otherwise, without compensation to the provider.

2.8. Digital signature provisions

The user represents and warrants that they have the legal right, power and authority to agree to these terms and conditions on their behalf and the member, buyer, supplier or other entity on whose behalf they may be acting while participating in the site. The user also warrants that their use of the website is completely valid, has legal effect, is enforceable, and is binding on, and non-refutable by the user and the member, buyer, supplier or other entity on whose behalf the user is acting.

2.9. Security

While reasonable measures are taken to ensure the security and integrity of information submitted to the Legacy site, this website cannot under any circumstances be held liable for any loss or other damage sustained by a user or users as a result of the intentional or accidental access by a third party.

2.10. Availability

Legacy will make its best efforts to ensure the availability of the system. It however does not guarantee availability and it will from time to time schedule routine maintenance that will impact on availability.

3. Privacy and protection of personal information policy

Lodge 23 is aware of the need and legalities of Internet privacy and intends treating it in accordance with the following policy.

Lodge 23 will take every precaution to protect users' information. When a user submits personal and private information to Lodge 23 via the website, the information is protected both online and offline. Lodge 23 confirms that it does use collection agents known as "Cookies" which enable servers to identify repeat users, monitor usage trends and to facilitate the on-going use of any online services. This tool ensures the user a more dynamic interaction with the Lodge 23 website but is optional and may be switched off by denying cookies in the users' website settings.

Lodge 23 will not sell, share, or rent this information to others in ways different from that which is disclosed in the website or in other forms of communication. Lodge 23 will however disclose information in order to comply with applicable law, legal notices served on it, or in defending its rights or property.

ONLINE RESERVATIONS AND CANCELLATION POLICIES

4.1. Reservations

- 4.1.1 All rates quoted are on a room only per person per night basis unless otherwise indicated.
- 4.1.2 All rates are for accommodation only unless otherwise specified.
- 4.1.3 All bookings are subject to availability.
- 4.1.4 Rooms will be kept until 18h00 on day of arrival unless otherwise assured or guaranteed.
- 4.1.5 Check-in is after 14h00 and checkout is before 10h00. Country specific terms and conditions may apply.
- 4.1.6 Rates are non-commissionable.
- 4.1.7 Children under the age of 17 stay on a sharing basis and eat free.
- 4.1.8 All accommodation bookings made on this website are subject to the Lodge 23 conditions of residence.

4.1.9 Rates are subject to availability and fluctuations.

4.2. Cancellations

- 4.2.1 Cancellations – for two or less rooms – within 48 hours prior to arrival will be subject to a full cancellation fee of the value of the accommodation booked.

4.2.4. Guaranteed reservations will be held for first night only, after which the accommodation will be released.

4.2.5. Rates may be subject to change.

4.2.6. Further terms and conditions may apply.

4.3. **Other vital country specific online reservation and cancellation information**

4.3.1 Please note that all rates include VAT @ 15% but exclude the 1% Tourism Levy applicable presently in South Africa.

GENERAL RESERVATIONS, CANCELLATION TERMS AND CONDITIONS

4.5. Conditions of residence

4.4.1 All reservation queries can be directed to **XXX**

4.4.2 All reservations are subject to existing terms and conditions prevailing at the time, this includes children and meal policies.

4.4.3 Lodge 23 and participating establishments are not liable for any omissions, acts or defaults made by any partner or agent.

4.5.2 The guest, by signing the registration card, warrants that he is duly authorized to sign and bind his principal and each member of his accompanying 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 accompanying party as set out on the front hereof at the hotel.

4.5.3 The guest and his principal agree to pay not later than the time of departure, the room rate as determined by Lodge 23 for the period of residence together with any other charges incurred during the period of residence, plus Value Added Tax, incurred by the guest and accompanying party during his/her stay in the Hotel. Periodic payments must be made if the account exceeds the credit limit designated by the Hotel, and bills are payable on presentation.

4.5.4 A certificate from Lodge 23 management shall constitute proof of indebtedness of the guest or his principal or his accompanying party and of the particulars therein for all purposes including any action instituted by Lodge 23 against the guest or his principal.

4.5.5 In the event the guest and/or any member of the guest's party leaves behind goods at the Lodge 23, we will make all reasonable efforts to contact the guest in order to facilitate the return of the goods. In the event that goods remain unclaimed despite these reasonable efforts, and the lapse of a period of three months, the guest authorises the Hotel to dispose of the goods in any way that Management may determine. The guest also agrees to forfeit any rights to said, unclaimed, goods.

4.5.6 The guest hereby agrees, on behalf of himself or of the members of his accompanying party, that it is a condition of his/their occupation of the Hotel that, notwithstanding the provisions of the Liquor Act No. 27 of 1989 or the Tourism Act of 1993, copies of which are available on the hotel premises and to which the guest's attention is hereby directed, the hotel's Proprietor and Management shall not be responsible for loss or damage to any property brought by the guest and his accompanying party 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 use of any person in the employ of the Hotel, or for any damages sustained by reason of any injury caused by negligence or wrongful act by the Proprietor or by any employee of the Hotel. The guest and his accompanying party may hand to the Hotel for safekeeping money and/or valuables when a special receipt will be issued accordingly.

Where appropriate, the masculine gender shall include the feminine gender and vice versa, and single shall include plural.

4.5.8 The guest keeps indemnified and holds Lodge 23 or its duly appointed agent, harmless against all loss, damage or claim of whatsoever nature or from cause howsoever arising while resident at the Hotel.

4.5.9 The guest hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction over the guest in respect of any proceedings in connection with the stay of the guest and his accompanying party to Lodge 23. Notwithstanding the aforementioned, Lodge 23 shall have the right of instituting all or any proceeding connected with such stay in Lodge 23 in any division of the Supreme Court having jurisdiction.

SECTION TWO – PAIA MANUAL

PAIA Manual

Manual prepared in accordance with section 51 of The Promotions of Access to Information Act, (Act No 2 of 2000) for Lodge 23 registration number: XXX

1. Contact details

Lodge 23 with registration number XXX is a privately owned group that focusses on the promotion of the hospitality industry in various African and Indian Ocean countries with its operating base being the Republic of South Africa. They achieve this by owning or part owning hotels, managing hotels, residential estates and self-catering joint ownership type schemes which include but are not limited to share block and rental pool structures.

1.2. The contact details for the representative of the Lodge 23 under direct holdings, associated or indirect holdings and or managed companies is as follows:

NAME
ADDRESS
CONTACT DETAILS
WEBSITE

GUIDE ON HOW TO USE THE PROMOTION OF ACCESS TO INFORMATION ACT

2.1. The Act grants a requester access to records of the Company, if the record is required for the exercise or protection of any rights. If a public body lodges a request, the public body must be acting in the public interest.

2.2. Requests in terms of the Act shall be made in accordance with the prescribed procedures, at the rates provided. The forms and tariff are dealt with in paragraphs 6 and 7.

2.3. Requesters are referred to the Guide to be compiled by the South African Human Rights Commission, which will contain information for the purposes of exercising Constitutional Rights.

2.4. This particular Act has gone a long way to ensuring access to information which could contribute towards your decision-making processes when interacting with Lodge 23. There are specific process and procedures as set out in section 10 of the Act that will assist you in gaining access to the required information within the prescribed guidelines. The Human Rights Commission is tasked with helping the public with matters relating to the Act. The Promotion of Access to Information unit can be contacted for this process as prescribed in Section 10 or on any other related queries at:

Postal address:

The Human Rights Commission: PAIA Unit
The Research and Documentation Department
Private Bag 2700
Houghton
2041

Other:

Telephone number: +27 (0) 11 484 8300
Facsimile number: +27 (0) 11 484 0582
E-mail address: paia@sahrc.org.za
Website: www.sahrc.org.za

Copy of notice

No notice in terms of Section 52(2) of the Act has been published.

Records available in terms of legislation other than the Promotion of Access to Information Act

- 4.1. Human resources 4.1.1. Basic Conditions of Employment No. 75 of 1997
- 4.1.2. Employment Equity Act No. 55 of 1998
- 4.1.3. Labour Relations Act No. 66 of 1995
- 4.1.4. Skills Development Levies Act No. 9 of 1999
- 4.1.5. Skills Development Act No. 97 of 1998
- 4.1.6. Unemployment contributions Act No. 4 of 2002
- 4.1.7. Unemployment Insurance Act No. 63 of 2001
- 4.1.8. Pensions Funds Act 24 of 1956
- 4.1.9. Compensation for Occupational Injuries and Health Diseases Act 130 of 1993
- 4.1.10. Occupational Health and Safety Act 85 of 1993
- 4.1.11. Unemployment Insurance Act 63 of 2011-12-09
- 4.1.12. Environmental Health and Safety Act 1989

Accounting and finance

- 4.2.1. Income Tax Act No. 95 of 1967
- 4.2.2. Value Added Tax Act No.89 of 1991
- 4.2.3. Public Accountants' and Auditors' Act No. 80 of 1991
- 4.2.4. Revenue Laws Amendment Act 60 of 2008
- 4.2.5. Financial Intelligence Centre Act 38 of 2001
- 4.2.6. National Credit Act 34 of 2006

Company Secretarial and Administration

- 4.3.1. Companies Act No. 71 of 2008
- 4.3.2. Stamp Duties Act No. 77 of 1968
- 4.3.3. Copyright Act 98 of 1978
- 4.3.4. Competition Act 89 of 1998
- 4.3.5. Share Blocks Control Act 59 of 1980
- 4.3.6. Consumer Protection Act 68 of 2008
- 4.3.7. Customs and Excise Act 91 of 1964
- 4.3.8. Gauteng Liquor Act 2 of 2003
- 4.3.9. KwaZulu-Natal Liquor Act 27 of 1989
- 4.3.10. Western Cape Liquor Act 4 of 2008
- 4.3.11. Eastern Cape Liquor Act 10 of 2003
- 4.3.12. Mpumalanga Liquor Act 5 of 2006
- 4.3.13. National Liquor Act 59 of 2003

4.4. Safety

- 4.4.1. Occupational Health & Safety Act No. 85 of 1993.

Access to the records held

5.1. The categories of records which are available without a person having to request access in terms of the Act.

Information already available in the public domain.

Records that may be requested

Kindly note that there are a number of grounds for refusal of access to records.

Company Secretarial/Legal

Human Resources

Financial

Accessing a record held by the Company or for one of the company it Heads:

- 6.1. The request must be made to the head of the Company at the contact details as detailed above.
- 6.2. Any request for access to records in terms of the Act must be completed on the prescribed form "A" in terms of the Act and regulations.
- 6.3. The requester must provide sufficient detail on the request form to enable the head of the Company to identify the record and the requester. The requester should also indicate what form of access is required.
- 6.4. The requester must identify the right that he or she is seeking to exercise or protect and provide an explanation of why the requested record is required for the exercise or protection of the right.
- 6.5. If a request is made on behalf of a person, the requester must then submit proof of the capacity in which the request is being made.
- 6.6. The head of the Company must notify the requester by notice, requiring the requester to pay the prescribed fee (if any) before processing the request. The prescribed fee is in the Regulations.
- 6.7. The head of the Company will then make a decision in accordance with the provisions of the Act, whether to grant the request or not and notify the requester of the decision.
- 6.8. If the request is granted, a further fee must be paid for the search, reproduction and preparation, and for any time that has exceeded the prescribed hours to search and prepare the record for disclosure.
- 6.9. Legal remedies are available to a requester who believes that there has been a failure to comply with the Act. The requester may lodge an appeal or an application to court.

For any additional assistance please feel free to contact:

The Human Rights Commission: PAIA Unit
The Research and Documentation Department
Private Bag 2700
Houghton
2041

or at:

Telephone number: +27 (0) 11 484 8300
Facsimile number: +27 (0) 11 484 0582
E-mail address: paia@sahrc.org.za
Website: www.sahrc.org.za

Other information

The Minister of Justice and Constitutional Development has not made any regulations in this regard.

8. Fees and payments thereof

- 8.1. Personal requester
Anyone who seeks information pertaining to him/herself is called a personal requestor and is exempted from paying a requestor's fee.

Requester

8.2.1. A requestor fee to a public body is prescribed by the Act to be R50.00.

8.2.2. Additional fees for replication of data in various forms are prescribed by the Act and are detailed in the Act that is available at www.doj.gov.za.

8.2.3. The Head as per the Act may charge for time spent on processing the request.

8.2.4. Lodge 23 undertakes to communicate all such costs to the requester and require payment from the requester before proceeding with the request as detailed in the prescribed form "A".