

Legal Notice

1. General disclaimer

Users using the website www.thehoughtonhotel.com receive no warranties and Houghton Hotels &Resorts Proprietary Limited (“The Houghton Hotel”) 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. To the extent permitted by law neither The Houghton Hotel 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 users usage of the the houghton hotel website constitutes their acceptance of this general disclaimer and the terms, conditions and policies described below. The Houghton Hotel 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 15 May 2019 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 do not necessarily represent the official opinion of The Houghton Hotel or any of its associates.

2. Website use

2.1. Introduction

The Houghton Hotel offers this website and the information contained therein to its stakeholders ranging from suppliers, guests and staff. All materials on this site constitute and offer information and insight into The Houghton Hotel do 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 The Houghton Hotel. Limitation of The Houghton Hotel liability is key and while The Houghton Hotel 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 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.

• The Houghton Hotel may, at any time and without advance notice or liability, terminate or restrict a user’s access to all or any component of the site.

• 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.



2.2. 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 The Houghton Hotel. Accordingly contentincluding but not limited to, graphics, databases, hyperlinks, private information, designs and

agreements and any such similar or related materials are thus the property of The Houghton Hotel and as suchcare protected from infringement by South African and international intellectual property laws.cIf you wish to use content as limited by the previous paragraph, please contact The Houghton Hotel via e-mail info@thehoughtonhotel.com to obtain written consent to copy, distribute, reproduce, publish or transmit or use the information in any other form.

2.3. On-line reservations The use of the website for on-line bookings and transactions are done in accordance with the applicable on-line reservations and cancellation policies.

2.4. Linking

2.4.1. Hyperlinks to Legacy

No person, company or website may link to the The Houghton Hotel website without written consent. Such permission can be obtained by emailing info@thehoughtonhotel.com Permission may be withheld or granted subject to such conditions The Houghton Hotel 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 The Houghton Hotel website without written consent. Such permission can be obtained by emailing info@thehoughtonhotel.com. Permission may be withheld or granted subject to such conditions The Houghton Hotel may specify from time to time.

2.4.3. Links provided to third-parties

The The Houghton Hotel site may from time to time provide links to third party sites or resources. As The Houghton Hotel 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 The Houghton Hotel 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.

2.6. Warranties and limitation of liability

The Houghton Hotel has made every effort to ensure information presented in the website is true and accurate. It is however accepted that The Houghton Hotel 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 The Houghton Hotel that every instruction and all information given shall be accurate, true and correct.



2.7. Submissions

As a company The Houghton Hotel 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. The Houghton Hotel has 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 The Houghton Hotel. 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 nonrefutable 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 The Houghton Hotel site, The Houghton Hotel 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

The Houghton Hotel 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 The Houghton Hotel is aware of the need and legalities of Internet privacy and intends treating it in accordance with the following policy:

The Houghton Hotel will take every precaution to protect users' information. When a user submits personal and private information to Legacy via the website, the information is protected both on-line and off-line. The Houghton Hotel confirms that it does use collection agents knows as “Cookies” which enable servers to identify repeat uses, user’s location, monitor usage trends and to facilitate the on-going use of any on-line services. This tool ensures the user a more dynamic interaction with the The Houghton Hotel website but is optional and may be switched off by denying cookies in the users’ website settings. The Houghton Hotel uses Google AdWords Remarketing to advertise across the Internet. AdWords remarketing will display relevant ads tailored to you based on what parts of the website you have viewed by placing a cookie on your machine. This cookie does not in any way identify you or give access to your computer. Google AdWords Remarketing allows The Houghton Hotel to tailor its marketing to better suit the users’ needs and only display ads that are relevant to the user. The user can opt out via Google's Ads Settings. The Houghton Hotel 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. The Houghton Hotel will however disclose information in order to comply with applicable law, legal notices served on it, or in defending its rights or property.



4. On-line reservations and cancellation policies

4.1. Reservations

4.1.1. All rates quoted are on a room only 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. Full pre-payment of accommodation amount is required in order to secure your booking.

4.1.6. Check-in is after 14h00 and check-out is before 10h00. Country specific terms and conditions

may apply.

4.1.7. Rates are non-commissionable unless stated otherwise.

4.1.8. All accommodation bookings made on this website are subject to the The Houghton Hotel 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.

4.2.2. Cancellations - for three to nine rooms - within seven days prior to arrival will be subject to a

full cancellation fee of the value of the accommodation booked.

4.2.3. Cancellations - ten rooms or more, group cancellation policy will apply.

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 on-line reservation and cancellation information

4.3.1 Rates quoted in Namibian Dollars are inclusive of VAT @ 15%.

4.3.2 Rates quoted in South African Rands are inclusive of VAT @ 15%.

4.3.3 For Ghana: Rates quoted in US Dollars are inclusive of Government Rates and Service

Charge, VAT @ 12.5% and National Health Insurance Levy @ 2.5%.

4.3.4 For Nigeria: Rates quoted in US Dollars are inclusive of VAT @ 5% and Service Charge @

10%.

4.3.5 Rates exclude any tourism levy, which is in place or may be imposed in the future. All rates

are based on present market conditions, levies, taxes, imposts, currency rate (against

Namibian Dollar, US Dollar, British ₤ and the Euro), labour, products and service charges in

the countries in which Legacy operates. Legacy reserves the right to amend quoted tariffs in

its sole discretion should there be any changes in the above, which are beyond the

reasonable control of The Houghton Hotel and will materially impact the business of The Houghton Hotel.

4.4 HOTEL Conditions of residence

4.4.1 For the purpose of this document the Hotel will mean THE HOTEL YOU INTEND MAKING A RESERVATION AT.

4.4.2 The signatory to the registration card (“the guest”), by his or her signature, warrants that the

guest is duly authorised to sign for and bind all persons accompanying the guest, or visiting

the guest or his accompanying party (“the guest’s party”), to these conditions of residence

and, failing such authority, the guest agrees to be personally liable for all amou2nts arising

from the residence of himself and the guest’s party at the Hotel.



4.4.3 The guest and the guest’s party agree to pay, not later than the time of departure (unless

prior written arrangements have been made with the management of the Hotel), the room rate as determined by the Hotel for the period of the guest’s and the guest’s party’s residence at the Hotel, together with any other amounts relating to such residence (including, without limitation, those in respect of food and beverages consumed by the guest and/or the guest’s party during such residence), together with Value-Added Tax incurred by the guest and/or the guest’s party during such residence. Periodic payments must be made, on demand, if an account exceeds the credit limit designated by the Hotel. Invoices are payable on presentation to the guest and/or the guest’s party.

4.4.4 A certificate from the Hotel management detailing the indebtedness of the guest and/or the

guest’s party, shall be presumed to be true for all purposes including any action instituted

by the Hotel against the guest and/or any of the guest’s party unless it is disproved by the

guest and/or any of the guest’s party.

4.4.5 In the event the guest and/or any member of the guest's party leaves behind goods at the

Hotel, the Hotel 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.

4.4.6 The guest hereby agrees, on behalf of himself and the guest’s party, that it is a condition of

the guest’s/their residence at the Hotel that the Hotel shall not be responsible for any injury

to or death of a guest or a member of the guest’s party, or the loss of, damage to or

destruction of any property of the guest and/or the guest’s party, whether arising from fire,

theft or any other cause, and by whomsoever caused, including arising from the negligence

(other than gross negligence) of any person in the employ of the Hotel, or any of its

management or agents.

4.4.7 The guest and/or the guest’s accompanying party may hand to the Hotel for safekeeping

money and/or valuables, whereupon a special receipt will be issued accordingly. Money

and valuables stored by the Hotel or placed in any room safes, are stored and placed at the

guests own risk.

4.4.8 The guest indemnifies and holds the Hotel, its management, employees and agents,

harmless, to the maximum extent permitted in law, against all loss, liability, cost, damage or

claim which the Hotel may suffer as a result of the guest’s and/or the guest’s party’s (a)

breach of these conditions of residence, and/or (b) their acts or omissions while resident at

the Hotel, and/or (c) their death, injury or loss of property incurred whilst being transported

to or from or travelling on the Hotel precinct and/or (d) the injury to or death of the guest or

any member of the guest’s party, or the loss of, or damage to any property of the guest

and/or the guest’s party, whether arising from fire, theft or any other cause, and by

whomsoever caused, including arising from the negligence (other than gross negligence) of

any person in the employ of the Hotel, or any of its management or agents.

4.4.9 The guest, on behalf of the guest and the guest’s party, hereby consents to the jurisdiction

of the Magistrate’s Court in respect of any action or proceeding, which may arise in respect

of these conditions of residence. Notwithstanding what is stated above, the Hotel shall be

entitled to bring actions or proceedings in any other Court where such proceedings would,

but for the foregoing consent, fall outside the jurisdiction of the Magistrate’s Court. These

conditions of residence shall be governed and interpreted in accordance with the laws of

the country in which the hotel is situated and no laws of any other jurisdiction will apply.

4.4.10 Where appropriate, the masculine gender shall include the feminine gender (or vice versa),

and the singular shall include the plural.



4.4.11 The guest acknowledges, on behalf of himself and the guest’s party, that any wireless or

fixed line internet connections are unsecure, and that the guest/they use(s) the wireless

internet connection provided by the Hotel at the guest’s/their own risk.

4.4.12 The guest acknowledges, on behalf of himself and the guest’s party, that the guest has

been requested to read the fire notice in the rooms to be occupied by the guest and the

guest’s party and to ensure safer protection of valuables by utilising the room safe, orsafety deposit boxes at reception.