

Terms & Conditions

The terms and conditions applies to the **Murray 137 Street Guesthouse**.

Murray 137 Street Guesthouse Pty) Ltd (Registration number: 2006/015464/07) trading as Murray 137 Street Guesthouse. Three star accommodation and conference facilities. Our purpose is to deliver amazing accommodation experiences to our customers. Please read the following terms and conditions carefully. You must not make any booking unless you understand and agree with the following terms and conditions.

General:

- The account remains the responsibility of the guest until payment in full is received, notwithstanding the fact that the guest may have incurred the charges on his account in the course and scope of his employment or service to any company, business or person, and as such company, business or person in thus liable for the payment of this account.
- Please note: Interest will be charged on late payments in case of credit facility
- I/We hereby agree that it is a condition of my/our occupation of the guesthouse premises that the owner shall not be responsible for loss of/or damage to any property brought by me/us upon these premises, whether arising from fire, theft or any other cause and by whomsoever caused, or arising from the negligence (or wrongful act) of any person in the guesthouse premises, and am/are deemed to contact with the owner on this basis.
- I/We hereby agree that I/we shall be liable for any damage, caused by myself/ourselves, or any of my/our guests, during my/our stay at the guesthouse and that management will be remunerated for any repairs that have been done in context.
- I/We hereby acknowledge the guesthouse's Common law tacit hypothecs, at any stage during my/our stay in this guesthouse. Should I/We fail to pay my/our account promptly? The guesthouse shall have the right to sell these assets at any time after 30 days has expired after my/our departure, if my/our account is not settled in full at the time of departure, any residual funds, after such a sale (if any), shall be forfeited in favor of the guesthouse.
- I/We acknowledge that I/We are well informed about the prevailing telephone rates charged by the guesthouse, and that I/We agree to settle this account upon my/our departure or upon presentation, whichever event occurs first. Should I/We fail to do so, any such amount may be debited to the aforementioned credit card
- Neither the Company nor any of its Directors, Agents, Employees or Servants shall be liable for personal injury to or the death of any person or loss of or damage to any property of whatever nature in the premises, or the building or on the property, however arising or caused and whatever nature may be made against any of the arising out of any of the foregoing occurrences.
- The guest, his principal and accompanying party hereby agrees to confirm to civilized and non-disturbing behavior so as not to disturb other guesthouse residents
- All quotations are subject to availability

Payment:

The Murray 137 Street Guesthouse accepts the following methods of payment:

- Secure Online payment by credit card – Electronic Customer Acceptance

Electronic fund transfer – only available if payment is made 5 days prior to the arrival date. The Murray 137 Street Guesthouse will not proceed with any booking until payment reflects in guesthouse's account.

- Credit facility – only available to corporate customers and subject to prior approval

Murray 137 Street Guesthouse will not proceed with any booking until payment reflects in guesthouse's account.

Payment policy for online bookings:

- Secure online payment by credit card only (electronic customer acceptance)

Payment currency:

- The guesthouse only accepts payment made in Rand (ZAR)

Price and availability:

All prices are quoted in South African Rand.

The following commercial conditions shall apply to quotations and supply of services and product:

Cancellation policy:

Should this reservation be cancelled/ amended less than 14 days from the day of arrival, a cancellation fee for the full stay will be levied against you. If your reservation was guaranteed by a charge to your credit card or bank transfer or cash payment at the time of the reservation, this will be forfeited.

No-Show policy:

A no show is the non-arrival of a guest without a notification in writing by fax or e-mail. In the case of a no-show, a no-show fee of the full stay will be levied against you. If your reservation was guaranteed by a charge to your credit card or bank transfer or cash payment, this will be forfeited.

Refunds policy:

The Murray 137 Street Guesthouse will endeavor to process all refunds within 7 days with the **exception** of the following refunds:

- None arrivals (no-shows)
- Cancellation received within 14 days of the arrival date

All refunds are subject to management approval.

Children:

Children under the age of 3 will not be charged for meals
Children under the age of 8 will be charged half price for meals

Children over the age of 8 will be charge full price for meals

Special Requirements:

The customer should liaise with the relevant reservations consultant on 012 440 5281, regarding any special requirements for your visit. **The Murray 137 Street Guesthouse does not confirm any special requirements made online.**

Contact Us:

Tel: 012 346 5940

Physical address: 137 Murray Street, Brooklyn, Pretoria

Postal address: PO Box 14024, Hatfield, 0028

Check-in time:

The check-in time is from 14h00. Early arrivals are subject to availability and cannot be guaranteed.

Check-out time:

The check-out time is at 10h00.

Late check-out fee:

Late departures are charged as follows:

- Check-out at 12h00 : R250.00
- Check-out at 15h00 : R500.00

Payment of the late check-out should be made before 11h00

Amendments of these Conditions

No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the Client and a duly authorized representative of the Murray 137 Street Guesthouse

Domicilium and notices

FCTG chooses Domicilium Citandi Et Executandi ("domicilium") for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this Agreement, as follows:

Murray 137 Street Guesthouse
137 Murray Street, Brooklyn, Pretoria

Any notice given or payment made by either Party to the other Party ("addressee") which is delivered by hand between the hours of 08:30 am and 16:30 pm on any Business Day to the addressee's physical domicilium for the time being shall be deemed to have been received by the addressee at the time of delivery.

Privacy policy:

This privacy statement ("Statement") applies to the guesthouse. At Murray 137 Street Guesthouse, we strive to deliver outstanding products, services, and experiences to all our guests. We value your business and, more importantly, your loyalty. We recognize that privacy is an important issue. We have developed this Statement to explain our practices regarding the personal information we collect from you or about you on this site or via our apps, through written or verbal communications with us, when you visit one of our properties, or from other sources.

By using any of our products or services and/or by agreeing to this Statement, e.g. in the context of registering for any of our products or services, you agree to the collection and use of Personal Information as described in this Statement.

PERSONAL INFORMATION WE COLLECT

At every touch point or guest interaction, and in conducting every aspect of our business, we may collect personal information. This personal information may include: your contact information; information related to your reservation, stay or visit to the property; information related to the purchase and receipt of products or services; personal characteristics, nationality, passport number and date and place of issue; travel history; payment information, such as your payment card number and other card information, as well as authentication information and other billing and account details associated with mobile billing; guest preferences; marketing and communication preferences; information about vehicles you may bring onto our properties; reviews and opinions about our property; groups with which you are associated for stays at the guesthouse; and other types of information that you choose to provide to us or that we may obtain from third parties.

We may also collect information related to conversations, including recording or monitoring customer service calls and other communications such as in-app messages and SMS.

In addition, we collect other personal information in certain cases, such as:

- *On-property Collection:* We collect additional personal information during registration/check-in at our properties, including such information as may be required by local laws. We may also use closed circuit television and other security measures at our properties that may capture or record images of guests and visitors in public areas, as well as information related to your location while on our properties (via keycards and other technologies). We may also use closed-circuit television and other technologies that record sound or video for the protection of our staff, guests and visitors to our properties.
- *Event Profiles:* If you plan an event with us, we collect meeting and event specifications, the date of the event, number of guests, details of the guest rooms, and, for corporate events, information on your organization. We also collect information about the guests that are a part of your group or event. If you visit us as part of a group, we may have personal information about you provided to us by the group and may market to you as a result of your stay with a group or attendance at an event.
- *Social Media:* If you choose to participate in social media activities or offerings, we may collect certain information from your social media account consistent with your settings within the social media service, such as location, check-ins, activities, interests, photos, status updates and friend list. We may also allow you to enter into contests to provide photos, such as of your stay with us, which you may share with your connections on social media for votes, shared offers or other promotions.

In addition to the information we collect from you directly, we may also infer information about you based on the information you provide to us or from Other Information we collect.

PERSONAL INFORMATION WE COLLECT FROM THIRD PARTIES

We may also collect information about you from third parties, including information from our airline, payment card, and other partners; from your social media services consistent with your settings on such services; and from other third-party sources. We may append this information to the information we have on file for you and share it with others consistent with this Statement.

USE OF PERSONAL INFORMATION COLLECTED ABOUT YOU

We use your personal information in a number of ways, including to provide and personalize the services you request and expect from the Murray 137 Street Guesthouse, to offer you the expected level of hospitality in-room and throughout our properties.

- *Marketing and Communications:* We may use your personal information to provide or offer you newsletters, promotions and featured specials, as well as other marketing messages. We use your information to provide in-stay messaging, account alerts, and reservation confirmations; to send you marketing messages; and to conduct surveys, sweepstakes, prize draws, and other contests. We may provide these communications via email, postal mail, online advertising, social media, telephone, text message (including SMS and MMS), push notifications, in-app messaging, and other means (including on-property messaging, such as your in-room television). We also use user-generated content (such as photos) from social media services to deliver display advertising or on our website and apps.
- *Service Improvements:* We may use your personal information to improve Hilton's services and to ensure that our site, products, and services are of interest to you.
- *eFolio Program:* We may automatically enroll you in our eFolio program and use your email address to send you your guesthouse bill via email. It is your responsibility to ensure that we have the correct (and preferred) email address for you. If you make a reservation for another person using your email address, that person's eFolio will be sent to your email address.

PERSONAL INFORMATION FROM CHILDREN

We do not knowingly collect personal information from individuals under 18 years of age. As a parent or legal guardian, please do not allow your children to submit personal information without your permission.

LINKS TO THIRD-PARTY WEBSITES AND SERVICES

Our site and our mobile applications may contain links to third parties' websites. Please note that we are not responsible for the collection, use, maintenance, sharing, or disclosure of data and information by such third parties. If you provide information on and use third-party sites, the privacy policy and terms of service on those sites are applicable. We encourage you to read the privacy policies of websites that you visit before submitting personal information.

The Murray 137 Street Guesthouse may also partner with a limited number of Internet providers to offer Internet access to our guests. Your use of on-property Internet service is subject to the third-party Internet provider's terms of use and privacy policy. You can access those terms and policies using the links on the service sign-in page, or by visiting the Internet provider's website.

PROTECTING PERSONAL INFORMATION

The Murray 137 Street Guesthouse will take reasonable measures to: (i) protect personal information from unauthorized access, disclosure, alteration or destruction, and (ii) keep personal information accurate and up-to-date as appropriate. We also seek to require our affiliates and service providers with whom we share personal information to exercise reasonable efforts to maintain the confidentiality of personal information about you. For online transactions, we use reasonable technology to protect the personal information that you transmit to us via our

site. Unfortunately, however, no security system or system of transmitting data over the Internet can be guaranteed to be entirely secure.

CHANGING AND ACCESSING YOUR PERSONAL INFORMATION

To the extent required by applicable law, you may be able to request that we inform you about the personal information we maintain about you and, where appropriate, request that we update, correct and/or suppress personal information about you that we maintain in our active database.

RETAINING PERSONAL INFORMATION

We retain personal information about you for the period necessary to fulfill the purposes outlined in this Statement, unless a longer retention period is required or permitted by applicable law.

CHOICES – MARKETING COMMUNICATIONS

If you have given us your contact information (mail address, fax number, email address or phone number), we may want to inform you about our products and services or invite you to events via email, online advertising, social media, telephone, text message (including SMS and MMS), push notifications, in-app alerts, postal mail, our customer service call center, and other means.

If you prefer not to receive email marketing materials from us, you may opt-out at any time by sending an e-mail to book@murray137.co.za with the word STOP in the subject line.

Please note, however, that if you change the communications you receive from us as described above, we will not be able to remove your personal information from the databases.

STATEMENT MODIFICATIONS

We may modify this Statement from time to time. When we make material changes to this Statement we will post a link to the revised Statement on the homepage of our webpage.

CONTACT US

If you have any questions about this Statement or how the Murray 137 Street Guesthouse processes your personal information, please contact us by email at book@murray137.co.za or by postal mail to The Murray 137 Street Guesthouse, The Manager, RE Customer Privacy PO Box 14024, Hatfield, 0028