

## TERMS AND CONDITION

These Terms and Conditions (“**Terms and Conditions**”) govern access to and use of the content and services available at the website: [www.Bebelodge.com](http://www.Bebelodge.com) (“**Website**”). All references to "Bebe lodge", "we", "us" and "our" are to Bebe Rose Guest House (Pty), registration number 2012/0808678/07, a limited liability company incorporated in South Africa. All references to "you" is to the person accessing the website or Bebe lodge.

### Important Notice

**These Terms and Conditions contain certain terms and conditions which appear in similar text style to this clause and which:**

- **May limit the risk or liability of bebe lodge or a third party;**
- **May create risk or liability for you;**
- **May compel you to indemnify Bebe lodge or a third party; and/or**
- **Serve as an acknowledgement, by you, of a fact.**

**Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.**

**Nothing in these Terms and Conditions are intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either you or Bebe lodge pursuant to the Consumer Protection Act, 68 of 2008 ("CPA").**

### Acceptance Of Terms

Bebe lodge permits the use of this Website subject to these Terms and Conditions. By using this Website, or booking with Bebe lodge you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website or book with us if you do not agree to the Terms and Conditions. Your use of any accommodation offered by us will be subject to applicable terms and conditions in addition to these Terms and Conditions. In the event of any conflict between these Terms and Conditions and any other conditions stipulated elsewhere, including in one of our hotels, these Terms and Conditions will prevail.

### Your Commitment to Us

Because we deal with you in a non-face-to-face environment, you hereby acknowledge and agree that:

- all details you record or provide on this Website are accurate, true and correct;
  - you are legally capable of concluding a transaction on the Website;
  - you have read, understood and accepted these Terms and Conditions;
- We will rely on instructions that appear to originate from you even if they come from someone else impersonating you and to act on any instruction purporting to originate from you, unless you notify us in writing of any irregularities.

# Time for check in or out

**Check in time is 12:30 to 16:30**

**Check out time 05:00 to 11:00**

## Rates

All rates advertised on the Website are exclusive of tourism levies, service charges, credit card fees (if any), taxes and other similar third party charges.

## PARKING POLICY

We do not have our own Parking space however guest can easily find public parking and because we are right on the middle of city centre and we are monitor by the CCID security, you have to pay for your car parking during working hours and days of the week, with exception to weekend. The cost of your parking is not include in the accommodation cost so Guest have plan for that, with exception the days of events Cape Town city centre where to cost of parking may change.

We are not reliable for any damage or stolen goods from your car and upon accepting this agreement you take the responsibility of looking after your car.

No family room or double room have a kitchen of it own, however we a small communal kitchenette that is so useful to our all guest.

## Child Policy

- Where room configuration allows, a maximum of one child aged 7 and under, sharing with adults, stay for free.
  - Children 7 years and older will be charged as an adult.
  - Bebe lodge do not offer breakfast in the cost of stay.
- school holidays and may be charged at an additional fee for certain activities.

## Payment Policy

Payment for any reservations or other services for which fees may be charged by Bebe lodge shall be made either on reservation or on departure from the hotel in question or, where applicable, shall be debited to your account after departure. The rates payable in respect of the provision by Bebe lodge of any services and/or goods, including but not limited to the provision of accommodation at the hotel of your choice, shall be the current applicable rates of the particular hotel specified by you. Those rates are available from the hotel itself, or alternatively from Bebe lodge at +27 (0) 21 422 0931 You are obliged to vacate your room and check-out by the time communicated to you by the hotel's management. Failure to do so will render you liable for an additional night's charge unless prior and alternative check-out arrangements have been made with the Lodge's management.

You hereby agree that any reservation made by you via this Website constitutes an electronic transaction as defined in the Electronic Communications and Transactions Act, No 25 of 2002 and that a binding agreement has been concluded between you and the Lodge of your choice authorizing

the Lodge to deduct or debit your credit card for payments for services rendered to you. Your signature shall not be required for authorization purposes. You are required to produce your cash used to pay any deposit together with a valid ID prior to check-in at the Bebe lodge.

During periods of high demand some hotels may require full pre-payment. This would be non-refundable in the event of cancellation. The hotel will contact you should this be a requirement for your reservation. Upon check in the guest must pay full amount of the money for the time of stay before the room is use

## **Cancellation and Refund Policy**

If you cancel your reservation less than 48 (forty eight) hours from the day of arrival, a cancellation fee of the rate for one night plus 1% (one percent) Tourism Levy and/or any other applicable government taxes or levies will be levied against you. Bebe lodge reserves the right to debit your credit card with a cancellation fee equal to one night's accommodation, if a reservation is not cancelled by 16h00 South African time on the day of your arrival. If your reservation was guaranteed by a charge to your credit card at the time of the reservation, this will be forfeited.

A no-show is the non-arrival of a guest without notification in writing by email to the Lodge. In the case of a no-show, a no-show fee of one night plus 1% (one percent) Tourism Levy and/or any other applicable government taxes or levies will be levied against you. If your reservation was guaranteed by a charge to your credit card at the time of the reservation, this will be forfeited.

If the guests decide not to stay at the lodge for any reason during the time of check in or at the time the guest show up at the reception a 50% (fifty percent) will be forfeited immediately.

All local booking require a cash deposit at the reception or via EFT within 5 days prior to the check in date in order to secure the booking with exception of overseas guests, and same day booking.

## **Privacy Policy**

Bebe lodge has a strong commitment to providing excellent service to all of our customers and visitors of this Website, including respecting concerns about privacy. Bebe lodge will explicitly ask when we need information that personally identifies you ("personal information"). Generally this information is requested when making reservations; when requesting a particular service; when sending feedback or when entering a competition. You agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

Bebe lodge will be entitled to disclose personal information if Bebe lodge is required to do so to: (a) comply with applicable law or with legal process served on Bebe lodge; (b) protect and defend the rights or property of Bebe lodge, and (c) for the purposes of distributing same to various employees and/or third parties who assist Bebe lodge in providing services to you and thus need to know your personal information in order to render a proper and efficient service to you. We will use reasonable Endeavour's to ensure that all such employees and/or third party service providers having access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to your personal information.

We will:

- treat your personal information as confidential;
- take appropriate and reasonable technical and organizational measures to ensure that your personal information is kept secure and is protected against unauthorized or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
- provide you with access to your personal information to view and/or update personal details;
- notify you if we become aware of any unauthorized use, disclosure or processing of your personal information;

- upon your request, promptly return or destroy any and all of your personal information in our possession or control.

We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

Bebe lodge undertakes never to sell or make your personal details available to any third party unless we are compelled to do so by law. In particular, in the event of a fraudulent online payment, Bebe lodge reserves the right to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorized or unlawful disclosure of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.

If you disclose your personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than Bebe lodge, Bebe lodge shall not be liable for any loss or damage, howsoever arising, suffered by you as a result of the disclosure of such information to the third party. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.

## Payment

All payment are made in cash at the reception immediately upon checking in the premises of Bebe lodge.

## Conditions of Residence

You warrant that you are duly authorized to sign for and bind all persons represented by you or for whom you are responsible ("**your party**") to these conditions of residence and, failing such authority or regardless of billing instructions, you agree to be personally liable for all amounts arising from the occupation or residence of your party and yourself at the hotel.

You agree to pay not later than the time of departure (unless prior written arrangements have been made with the hotel management) the room rate as determined by the lodge for the period of residence, this do not include the costs of food, beverage and any other amounts relating to such residence together with VAT, incurred by you and your party during your stay in the Lodge. Periodic payments must be made if the account exceeds the credit limit designated by the Lodge, and accounts are payable on presentation.

A invoice from the Lodge manager shall constitute proof of your indebtedness and of the particulars therein for all purposes including any action instituted by the hotel against you. You agree that after your departure, the hotel may retain goods left behind by you and authorize the Lodge, after giving one month's notice to the address registered by you of its intention to do so, to sell same, privately or publicly, at the hotel's discretion at such price as the hotel may determine and offset the proceeds of such sale against your indebtedness or to hold such proceeds or part thereof for a period of three years pending any claims by you for those proceeds failing which they shall be deemed to have been forfeited to the hotel.

**You hereby agree to the fact that bebe lodge is on top of a club and during weekend: Thursdays, Fridays, Saturdays, special event days and public holidays very loud music's( Ultra sound) is play in the club Imperial, on the grounds and second floor of our building(green hansom Building).**

**You also agree to the fact that bebe lodge is the second floor and bebe lodge use permanently the stairs, to access bebe lodge, we do not have a special passage or facility for handicap or disable persons, the one way to access the lodge is through the stairs which is mandate to all guests whether from overseas or local guests.  
We do not have a lift / elevator in our premises.**

**You hereby agree, as a condition of your occupation of or residence at the lodge, that Bebe lodge and the owner, manager and/or operator of the lodge and their affiliates and respective directors, officers, employees, agents and representatives shall not be responsible or liable for any accident or any injury or death of any person or the loss or destruction of or damage to any property, whether arising from fire, theft or any other cause whatsoever and by whomsoever caused or arising from the negligence or wrongful acts or omissions of Bebe lodge. You accordingly hereby irrevocably and unconditionally indemnify and agree to hold harmless Bebe lodge in respect of any responsibility and/or liability as aforesaid.**

## **Limitation Of Liability**

You acknowledge that bebe lodge shall in no way be liable for any direct, indirect, incidental, special or consequential injury, loss or damages which might arise from your use of, or reliance upon, any material or content contained in this Website or any linked website, or any inability to use the Website, or any unlawful activity on the Website, even if Bebe lodge was aware or has been advised of the possibility of such loss, expense, claim or damages, unless such loss or damages arise due to the gross negligence of Bebe lodge.

You hereby indemnify Bebe lodge against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of this Website or the receipt by you of an electronic mail from Bebe lodge or one that purports to emanate from Bebe lodge, unless the loss, claim or damage arises as a result of the gross negligence of Bebe lodge.

## **General**

The Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa.

If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

Any failure on the part of Bebe lodge to enforce any right shall not constitute a waiver of that right.

.Thank you for choosing Bebe lodge

Management