

Detailed description of goods and/or services

HOTEL VERDE (PTY) LTD is a business in the Hospitality industry that markets hotel accommodation, restaurant and conference facilities and is part of the VERDE HOTELS (PTY) LTD management company.

Company information

This website is operated by VERDE HOTELS (PTY) LTD -based in South Africa- on behalf of HOTEL VERDE (PTY) LTD .

VERDE HOTELS (PTY) LTD Support : marketing@verdehotels.com T: +27 (0) 21 380 5600

Alternatively contact HOTEL VERDE (PTY) LTD: gm@hotelverde.com T: +27 (0) 21 380 5500

PHYSICAL ADDRESS:

1st Floor
Verde Hotels
15 Michigan street
Airport Industria
7490

WEBSITE ADDRESS: www.verdehotels.com

POSTAL ADDRESS:

Box 14
Verde Hotels
Cape Town International Airport
Cape Town
7525

Disclaimer

HOTEL VERDE (PTY) LTD Terms and Conditions - Legal Notices

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If you are dissatisfied with any portion of the Hotel Verde Website, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Hotel Verde Website.

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The Hotel Verde Website is offered to you, conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Hotel Verde Website constitutes your agreement to all such terms, conditions, and notices.

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Hotel Verde reserves the right to change the terms, conditions, and notices under which the Hotel Verde Website is offered, including but not limited to the charges associated with the use of the Hotel Verde Website without prior notice.

By accessing and using this site, you agree to be bound by the terms and conditions set out below. If you do not wish to be bound, do not proceed to make use of the site in any manner whatsoever.

Terms and conditions relating to special offers, shall, to the extent that those terms and conditions conflict with the terms and conditions contained in this Agreement, take precedence over the conflicting provisions of this Agreement.

Amendments will be posted on the site at this address and will be effective immediately. Your continued use of the site after the posting of amendments will constitute your agreement to be bound by the amended conditions.

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Monitoring

Although Hotel Verde does not always monitor your use of the site, including e-mail, it reserves the right to do so, and you hereby consent thereto.

Security

The online bookings feature is viewed over a secured connection. Any information provided by you on this website cannot be viewed by anyone else over the Internet. As this service is provided by another service provider we unfortunately cannot be held accountable for any errors or omissions, losses or damages which you may suffer as a result of the use of their service and we hereby disclaim all liability in this regard.

Acceptable Use

You agree to act responsibly when using this site. Your use of the site may not be for any purpose that may be illegal in South Africa or within the jurisdiction from which you are accessing the site. You may not introduce viruses or malicious code or any other code with destructive or contaminating properties or anything of a nature which may damage, place unreasonable burdens on, or interfere with, the operation of the site or the systems on which it runs, nor may you attempt to gain access to any restricted areas of the site without the express written permission of Hotel Verde.

You may not collect any information about other users of the site without their express written consent.

Links to Other Websites

This site may contain links to third party Websites. These sites are independently managed and maintained by such third parties, their representatives and/or individuals. Hotel Verde does not control those linked sites.

Hotel Verde has no responsibility for any loss or damage caused by using any Websites that are linked to our site and you use such Websites at your own discretion and risk. Please note that other Websites may contain sexually explicit, violent, racist or any other types of material which are objectionable or which may be offensive, user discretion is advised.

Additionally, these links do not suggest that Hotel Verde holds any special affiliations or associations with the third parties, their representatives and/or individuals which own, manage, maintain, advertise on or link to these sites.

Applicable Law and Jurisdiction

You agree that all matters governing your use of the site shall be governed by South African Law. You also agree that all claims arising out of the use of the site will be heard in South Africa and you consent to the jurisdiction of the South African Courts.

If you have accessed this site from outside of South Africa, it is your responsibility to ensure that you comply with the relevant laws of your jurisdiction and you warrant that you are familiar with such laws.

No Unlawful or Prohibited Use

As a condition of your use of the Hotel Verde Website, you warrant to Hotel Verde that you will not use Hotel Verde Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use Hotel Verde Website in any manner which could damage, disable, overburden, or impair Hotel Verde Website or interfere with any other party's use and enjoyment of Hotel Verde Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Hotel Verde Website.

Use of Communication Services

Hotel Verde Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.

- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
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- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

Hotel Verde has no obligation to monitor the Communication Services. However, Hotel Verde reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Hotel Verde reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Hotel Verde reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Hotel Verde sole discretion.

Always use caution when giving out any personally identifying information about yourself or your next of kin in any Communication Service. Hotel Verde does not control or endorse the content, messages or information found in any Communication Service and, therefore, Hotel Verde specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and Hosts of the Communication Services are not authorized Hotel Verde spokespersons, and their views do not necessarily reflect those of Hotel Verde.

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Termination / Access Restriction

Hotel Verde reserves the right, in its sole discretion, to terminate your access to the Hotel Verde Website and the related services or any portion thereof at any time, without notice.

Statement of Privacy & PAIA (Promotion of Access to Information Act)

Your privacy is very important to Hotel Verde. To help protect your privacy, the Hotel adheres to the following guidelines:

- Hotel Verde will explicitly ask when they need information that personally identifies you or allows them to contact you ("Personal Information"). Generally, this Personal Information is requested when making reservations or when requesting a particular service.
- Hotel Verde will use your Personal Information to operate the sites, provide services, to enable us to process, validate and verify reservation and requests for services and for the purposes for which you specifically provided the information; to improve your experience on our Website; to improve and
- develop new features and services; to alert you to new services and special offers and for other purposes.

Hotel Verde shall be entitled to disclose Personal Information if required to do so:

- to comply with applicable law or with legal process served on Hotel Verde;
- to protect and defend the rights or property of Hotel Verde, and
- for the purposes of distributing same to various third parties who are involved in the provision of the services provided in accordance with these terms and conditions.

You should also be aware that information and data may be automatically collected through the standard operation of the Internet servers and through the use of "cookies." "Cookies" are small text files a web site can use to recognize repeat users, facilitate the user's ongoing access to and use of the Website and allow a Website to track usage behavior and compile aggregate data that will allow content improvements and targeted advertising. Cookies are not programs that come onto your system and damage files. Generally, cookies work by assigning a unique number to you that has no meaning outside the assigning site. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature; however, you should note that cookies may be necessary to provide you with certain features (e.g., customized delivery of information) available on the Website.

HOTEL VERDE (PTY) LTD shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from:

http://www.polity.org.za/attachment.php?aa_id=3569

ACCESS TO INFORMATION MANUAL

This Manual has been prepared in terms of section 51 of the Promotion of Access to Information Act No 2 of 2000, as amended from time to time ("Act") The aim of the Manual is to assist potential requesters in requesting access to information (documents or records) from **HOTEL VERDE (PTY) LTD ("company")** as contemplated under the Act.

The Manual may be amended from time to time as soon as any amendments have been effected, the latest version of the Manual will be published and distributed in accordance with the Act.

1. Contact details required in terms of section 51(1)(a) of the Act

Contact person (Head of Private Body): **Marésa Pretorius –CFO of VERDE HOTELS (PTY) LTD**

Please see all contact details on the first page of this document.

2. The Guide in terms of section 10 of the Act as required by section 51(1)(b)

The South African Human Rights Commission has, in terms of section 10 of the Act, prepared a guide on how to use the Act. To gain access to the South African Human Rights Commission's guide to the Act, browse using an Internet web browser to <http://www.sahrc.org.za/paia.htm>

Alternatively call the Human Rights Advice Line on 086 012 0120 or address all queries to –

The South African Human Rights Commission:

PAIA Unit

The Research and Documentation Department

Postal address:

Private Bag 2700

Houghton

2041

Telephone: +27 11 484-8300

Fax: +27 11 484-0582

Website: www.sahrc.org.za

E-mail: PAIA@sahrc.org.za

3. Notice in terms of Section 51(1)(c) of the Act

Section 52 of the Act allows for the Minister of Justice and Constitutional Development to publish from time to time notices in the Government Gazette of any descriptions of categories of records of a particular private body that are freely available without having to make a request in terms of the Act for those records. At this stage no Notice(s) has/have been published in this regard.

4. Records available in terms of other Legislation as required by section 51(1)(d) of the Act, if and where applicable:

- Labour Relations Act 66 of 1995
- Employment Equity Act 55 of 1998
- Basic Conditions of Employment Act 75 of 1997
- Compensation for Occupational Injuries and Diseases Act 130 of 1993
- Companies Act 63 of 1973 and Companies Act 71 of 2008
- Unemployment Insurance Act 63 of 2001
- Value Added Tax Act 89 of 1991
- Income Tax Act 58 of 1962
- Skills Development Act 9 of 1999

5. Subjects and Categories of Records held by the Company as required by section 51(1)(e), availability to be determined upon receipt of request:

Human Resources:

- Staff recruitment policies
- Employment contracts
- Remuneration records and policies
- Company tax submissions in respect of employees
- Confidentiality agreements
- Disciplinary records
- Equity plans
- Medical aid records
- Training policies

Marketing and Sales:

- Group sales and marketing records

Finances:

- Annual financial statements
- Stock records
- Asset inventory
- Tax returns
- All statutory compliances in respect of tax
- Banking Records
- Rental Agreements
- Invoices

Intellectual Property:

- Trademarks, trade names and protected names
- Agreements pertaining to intellectual property

Companies Act Records:

- Documents of Incorporation
- Memorandum of Incorporation
- Minutes of Board and director meetings
- Records relating to the appointment of directors /auditors/secretary/public officer and other officers
- Share Register and other statutory registers

Form of request:

- The requester must use the attached Form C to make the request for access to a record. This must be made to the head of the private body as listed above. This request must be made to the address or fax number.

- The requester must provide sufficient detail on the request Form C to enable the head of the private body to identify the record and the requester. The requester should also indicate which form of access is required. The requester should also indicate if any other manner is to be used to inform the requester and state the necessary particulars to be so informed.
- The requester must identify the right that is sought to be exercised or to be protected and provide an explanation of why the requested record is required for the exercise or protection of that right.
- If a request is made on behalf of another person, the requester must then submit proof of the capacity in which the requester is making the request to the satisfaction of the head of the private body.

Fees:

- A requester who seeks access to a record containing personal information about that requester is not required to pay the request fee. Every other requester, who is not a personal requester, must pay the required request fee being R50 in terms of Regulation 11(2).
- The forms and fee structure prescribed under the Act are available from the Government Gazette, or at the website of the Department of Justice and Constitutional Development (www.doj.gov.za), under the 'regulations' section as well as the South African Human Rights Commission website (www.sahrc.org.za).
- The fee for a copy of this Manual as contemplated in regulation 9(2)(c) is R1.10 for every photocopy of an A4-size page or part thereof.

The fees for reproduction referred to in regulation 11(1) are as follows:

1. For every photocopy of an A4-size page or part thereof: R1.10;
2. For every printed copy of an A4-size page or part thereof held on a computer or in electronic or machine-readable form: R0.75;
3. For a copy in a computer-readable form on – stiffy disc: R7.50; compact disc: R70;
4. For a transcription of visual images, for an A4-size page or part thereof: R40;
5. For a copy of visual images: R60;
6. For a transcription of an audio record, for an A4-size page or part thereof: R20;
7. For a copy of an audio record: R30;

The access fees payable by a requester referred to in regulation 11(3) are as follows:

1. For every photocopy of an A4-size page or part thereof: R1.10;
 2. For every printed copy of an A4-size page or part thereof held on a computer or in electronic or machine-readable form: R0.75;
 3. For a copy in a computer-readable form on – stiffy disc: R7.50; compact disc: R70;
 4. For a transcription of visual images, for an A4-size page or part thereof: R40;
 5. For a copy of visual images: R60;
 6. For a transcription of an audio record, for an A4-size page or part thereof: R20;
 7. For a copy of an audio record: R30;
- To search for and prepare the record for disclosure: R30 for each hour or part of an hour reasonably required for such search and preparation;
- For purposes of section 54(2) of the Act, the following applies:
1. Six hours as the hours to be exceeded before a deposit is payable; and one third of the access fee is payable as a deposit by the requester.
 2. The actual postage is payable when a copy of a record must be posted to a requester.

6. Availability of this manual under section 51(3) of the Act

Further copies of this manual, as updated, can be obtained and inspected at the offices of the Company at the address listed.

This manual can also be accessed on the website of the South African Human Rights Council and the Company.

