



CANCELLATION POLICY, TERMS & CONDITIONS:

- Less than 2 days prior to arrival - 100% of 1st Night's Rate
- Between 7-3 days prior to arrival - 75% of 1st Night's Rate
- Cut short stays or on arrival – 100% of Total Stay
- Check-In from 15h00; Check-Out before 11h00. Early arrival Fee R 700.00 and late-check out fee R 700.00.
- If the room key card is not returned upon departure, a charge of R25.00 will apply and be charged to the Guest.
- Noise levels to be kept to a minimum, security will facilitate the immediate check-out of the noisy party without a refund. Deposits will be held as liquidated.
- Should you request a chrome cast MI Stick for guest entertainment you are liable for the return of the stick upon departure. Should you not return the stick or damage the stick you will be liable for a fine of R 1 000.00.
- Sub-letting the room is not allowed.
- The maximum room occupancy must be observed.
Should you exceed the occupation limit you are liable for extra fees.
- Extension of stay will be strictly subject to availability at the time of request. Rates are subject to change.
- Guests will be responsible for any losses, damage and breakages to the apartment and the inventory of furnishings, and the cost thereof will have to be paid immediately.
- Smoking is not permitted in the apartments and will be subject to a fine of R 1 000.00 per occurrence. Smoking is allowed on the balconies only.
- Pet Policy - No pets allowed, only service animals.
- Taxes included in room rates.

GENERAL TERMS & CONDITIONS

Admission Policy

- You warrant that by making this booking, you are over the age of 18 and that all information given by you to Next To Apartment Hotel is accurate, true and correct. Children are welcome. Children of 18 years and above shall be treated as adults.
- When making a reservation, the booking will be secured by making full payment.
- Guest will not be checked in until the reservation has been paid for in full. We have a No pay, No stay policy.
- Check in time is from 15H00 and check out time is 11H00.
- Room numbers will be allocated on the day of arrival, therefore specific room numbers cannot be guaranteed.
- These Terms & Conditions shall be governed by South African law and the Guest submits to the jurisdiction of the South African Courts in respect of any issue that may arise, including Billing.
- These Terms & Conditions constitute the entire agreement between the parties.
- Any reservation and use of the facilities at Next To Apartment Hotel shall be subject to Next To Apartment Hotel and Body Corporate Conduct Rules.
- The credit card used to confirm and pay for a reservation is required to be presented on check-in at the establishments. An imprint of this card may be taken by the front desk on check-in, to prevent fraud.
- Rates are subject to availability, there may be possible fluctuations over special events or peak periods and therefore are subject to review.
- Rates are for accommodation only, are inclusive of VAT at the prevailing rate, and are nett and non-commissionable.
- Our website is governed by the laws of South Africa and Next To Apartment Hotel chooses its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

PAYMENTS

- A payment gateway is operational. Therefore, any credit card details supplied will be charged instantly.

Payment Options accepted.

- Payment may be made via Visa, MasterCard or by internet bank transfer into Next To Apartment Hotel account, the details of which will be provided on request and will appear on your Invoice.

Card Acquiring and Security

- Card transactions will be acquired for Apartments via Pay Gate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. DPO Pay Gate uses the strictest form of encryption, namely secure socket layer

3(SSL3) and no card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.

- You agree that this transaction constitutes an electronic transaction as defined in the Electronic Communications and Transactions Act 2002 (as amended) and that a binding agreement has been concluded between Next To Apartment Hotel and you in terms of which you authorise Next To Apartment Hotel to deduct from or to debit the credit card, the amount owing for services rendered or to be rendered and that your written signature shall not be required for authorisation purposes.
- Customer details separate from card details:
 - Customer details will be stored by Next To Apartment Hotel separately from card details which are entered by the client on DPO Pay Gate's secure site. For more information, please refer to DPO Pay Gate's website: www.paygate.co.za
- Merchant Outlet Country and Transaction Currency:
 - The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR)
- Next To Apartment Hotel take responsibility for all aspects relating to the transaction including sale of service sold on this website, customer service and support, dispute resolution and delivery of service.
- Charges and refunds will always be processed in South African Rand.
- An original South African ID / Driver's License or valid international Passport of the cardholder will be asked for upon arrival at the establishment. A copy will be taken. Without identification, payment with a credit card will not be possible. Identification copy is required to reside at Next To Apartment Hotel.
- You will be charged for the accommodation for the original reservation that was processed online at the time of making the reservation.
- If a reservation is extended online or directly, Next To Apartment Hotel will take payment in respect of the additional accommodation charges at the time of check-in.

CANCELLATION AND REFUND POLICY

- All reservations must be cancelled or amended in writing.
- Should no written cancellation be received and acknowledged by Next To Apartment Hotel, the full deposit will be forfeited, and the room will be charged for in full for the entire period of the reservation.
- Next To Apartment Hotel reserves the right to cancel and release non-guaranteed reservations if a travel agent voucher / company order / credit card authorisation / pre-payment has not been received.
- 100% cancellation fee applies, for any reservation cancelled 0 – 2 days prior to arrival. 75% cancellation fee applies, for any reservation cancelled 3 – 7 days prior to arrival. 0% cancellation fee applies for any reservation cancelled more than 8 days prior to arrival. In the event of a no-show, or should you not arrive on the stated arrival date, a full cancellation fee will be charged. An administration fee of 10% will be charged on all refunds.

DISCLAIMER AND TERMS OF RESIDENCE

Right of Admission Reserved in all our premises.

- The Guest will be required to sign the registration card on arrival, and he/she agrees to the Conditions of Next To Apartment Hotel and will be personally liable for all amounts arising from the residence of him/herself and/or his/her party at Next To Apartment Hotel.
- The is required to produce a valid form of identification upon check in failure to which, they will be denied access into the establishment.
- Neither Next To Apartment Hotel , its owners, their agents, contractors nor employees shall be held liable for any loss, damage, destruction, injury or death which may be caused to any person or the assets, property or any other item or the likes thereof which may occur as a result of any foreseen or unforeseen event or any act or omission on the part of Next To Apartment Hotel , its owners, their agents, contractors or employees.
- Non- residents or visitors are NOT allowed on the premises after 23H00 and must vacate the premises before 23H00.
- **Respect other Guests.**
 - The guest may not disturb other guests, no loud: music, television, musical instruments, or parties allowed.
 - Please be advised that noise restrictions are as follows: 22h00 Sundays – Saturdays.
 - Please note that our noise complaint procedure is as follows: 1st complaint to be addressed by the Reception Service on duty; 2nd complaint will be addressed by our Armed Response Security with an immediate eviction without refund. These funds will be held as liquidated damages and the guest agrees hereto.
- **No smoking**
 - Strictly no smoking in the rooms, in bathrooms or hanging out of windows. If evidence of smoking is detected, you will be charged R1 000.00 for professional cleaning and deodorising of the room.
- Please take care of Next To Apartment Hotel inventory of furniture and other equipment. All damages occurring during your stay will be charged to your account.
- Please note prostitution and pimping is not allowed.
- Please do not walk and stray in the public areas in inappropriate clothing, i.e. pyjamas, underwear, bathing suit, etc.
- **Free Parking** is available at the premises.

POPI (PROTECTION OF PERSONAL INFORMATION)

What is the POPI Act:

We respect your right to privacy and therefore aim to ensure that we comply with the legal requirements of the POPI Act which regulates the way we collect, process, store, share and destroy any personal information which you have provided to us.

What information will we collect:

1. We collect information directly from you where you provide us with your personal details (Name, Address, Contact details, Nationality, ID/Passport Number and photocopy. Where possible, we will inform you what information you are required to provide and what information is optional as per the above information requested.

Why do we collect Personal Information?

We collect personal information to liaise with you telephonically, via our website or email so that we may:

1. Respond to any query or comment received from you.
2. Inform you of new services.
3. Enable us to process, validate and verify information and requests for the supply of services.
4. For the purposes for which you specifically provided the information; and
5. Generally, to improve your experience.

Minors:

If you are under 18 years of age (minor), we will require the consent of your parent/guardian/competent person before we process such personal information.

Processing of Information

We will share your personal information:

1. To comply with applicable law or with legal process served on our company.
2. To protect and defend the rights or property of our company; and
3. With employees and/or third parties who assist us in providing services to you and thus require your personal information to render a proper and efficient service. We will ensure that all such employees and third-party service providers, having access to your personal information, are bound by confidentiality agreements.

Collection of Information by "Cookies":

You are aware that information and data is automatically collected through the standard operation of the Internet servers and using "cookies." "Cookies" are small text files a website can use to recognise repeat users, facilitate the user's ongoing access to and use of the website and allow a website to track usage behaviour 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 using 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 our websites.

Security Measures:

We will:

1. Treat your personal information as strictly confidential.
2. Take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure, or access.
3. Promptly notify you if we become aware of any unauthorised use, disclosure, or processing of your personal information.
4. Provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable request.
5. We will not retain your personal information longer than the period for which it was originally required, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

ALTHOUGH WE TAKE THE AFOREMENTIONED PRECAUTIONS IN PROTECTING YOUR PERSONAL INFORMATION, WE SHALL HOWEVER NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION IF BYEOND OUR REASONABLE CONTROL.

Your rights:

You have the right at any time to:

1. Rectify the Personal Information collected by us.
2. Object to the processing of Personal Information (subject to legislation).
3. Request the return or destruction of Personal Information (subject to legislation).
4. Lodge a complaint with the company.

Personal Information processed by us may be routed/transferred to a third country or international organization as data stored is cloud based.

ACCEPTANCE BY GUEST

NAME OF GUEST: _____ SIGNATURE: _____ DATE: _____

CHECKED IN BY: _____ SIGNATURE: _____ DATE: _____