

# The Prestige Hotel Suites

## Guest Occupancy Terms & Conditions

TERMS AND CONDITIONS relating to RESERVATIONS AND ROOM OCCUPANCY (“Guest Occupancy Terms”)

### 1. PARTIES

1.1 These Guest Occupancy Terms are made between:

(a) PRESTIGE INVESTMENTS LTD, a Uganda limited liability company (“Hotel”);

(b) the individual or corporate party booking the reservation and/or completing the registration card and/or entering the premises at Plot 9 Lumumba Avenue, Nakasero, Kampala (“Guest”).

1.2 These Guest Occupancy Terms are agreed to by the parties in consideration of the Hotel’s acceptance of a reservation by the Guest and the Guest’s acceptance of a reservation at the Hotel. The Guest agrees to these Guest Occupancy Terms as a material inducement of a reservation from the Hotel and these Guests Terms are a material part of the contract between the Guest and the Hotel.

1.3 The Guest shall act as agent for other guests (if any) in the party (“Group”) and by booking with the Hotel and completing the registration information in connection with the booking, the Guest confirms he/she has authority from the Group to act on its behalf and in so doing individual members of the Group contract with the Hotel on these terms.

1.4 The reservation shall be subject to the Guest Occupancy Terms and any additional booking terms which have been notified to the Guest at the time of booking (“Booking Terms”). In case of conflict, these Guest Occupancy Terms prevail over any Booking Terms unless expressly set forth otherwise. No change to these Guest Occupancy Terms is permitted without the express written consent of the Hotel.

### 2. CHARGES

2.1 The Hotel will charge the Guest the price specified in the Booking Terms for the occupancy requested.

2.2 Payment is required in advance or upon check-in for the estimated charges for the number of room nights. The Hotel reserves the right to refuse entry to the Guest until such pre-payment is received. Should the pre-payment exceed the total charges, the Hotel will refund the balance to the Guest on departure, using the same payment method. Special offers and term discounts are non-refundable.

2.3 The Hotel reserves the right to demand payment of amounts accruing to a Guest’s account at any time and to preclude the Guest from continuing to occupy the Hotel should this demand not be met.

2.4 Should the Guest fail to pay his/her account on demand, The Hotel reserves the right to remove the Guest’s property from the Hotel and to store the same until the account has been paid; for which The Hotel may charge the Guest reasonable storage and administrative costs. The Hotel has a lien on the Guest’s property which it may sell to pay the account and shall refund the balance, if any, to the Guest. The Guest shall

indemnify The Hotel for any losses suffered by way of a Guest failing to pay their account. Any continued reservation is contingent upon the Guest's pre-payment in cleared funds.

2.5 The Hotel may at its discretion use accredited travel agents for specific services and invoice the travel agent concerned for these services. The Hotel reserves the right to refuse to accept any vouchers from travel agents at its sole discretion. The Hotel will not disclose any rates that have been agreed with travel agents for the services provided. Travel agents may not disclose the confidential rates agreed with The Hotel.

2.6 Guest does hereby authorize The Hotel to charge the credit card or other method of payment used when the booking was made, for any amounts that The Hotel may deem appropriate, in its sole discretion, to recover for any loss or damage caused by Guest or any person that accessed the premises in connection with the book or at Guest's invitation or allowance.

### **3. CONDITIONS ON WHICH A GUEST MAY OCCUPY A ROOM**

3.1 Subject to these Guest Occupancy Terms, the Guest shall occupy the room as bare licensee only and no relationship of landlord and tenant shall be created by the Guest's use of the room. The Hotel retains control, possession and management of the room and the Guest agrees that s/he shall not have exclusive possession of any room. The Hotel may in its absolute discretion move the Guest and/or allow Hotel employees access to service, repair, tidy and clean the room from time to time.

3.2 It is a condition precedent that the Guest may only occupy the room following check-in where s/he has: (i) completed and signed the guest registration card; (ii) provided identification; and (iii) provided advanced payment. Only those Guests to whom a room is allocated may occupy the room, any extra guests spending the night will incur a charge of \$30 per guest per night. Guests are not permitted to resell or transfer their booking. The Hotel and the Hotel will use reasonable endeavors to ensure a room is available for occupation by the Guest at the stated check in time.

3.3 During occupancy of the room and whilst on Hotel premises the Guests will not:

(a) make excessive noise;

(b) damage or remove Hotel property, whether in the room or on any part of the premises. Any damage or removal will be paid for by the Guest and amounts to be paid shall at the sole discretion of the Hotel;

(c) Refrain from washing and hanging wet laundry on doors, walls, furniture, tables or any other surface on which damp damage will result. Any damage to the surfaces indicated will need to be repaired or an equivalent replacement procured at the clients' costs.

(d) leave the room in a disorderly state or such state as will cause distress to the cleaners;

(e) use any electrical appliance, other than those supplied or approved by the Hotel, in particular electric water heaters, cooking devices, any equipment greater than 3 kWh or, where stated, greater than the kilowatts stated on any particular socket;

(f) smoke in any room or on Hotel premises except in designated smoking areas;

(g) park a car or other vehicle otherwise than as agreed by the Hotel or cause obstruction around the Hotel;

(h) enter or occupy any room which has not been allocated to them or obstruct any common parts of the Hotel;

(i) interfere with other guests, their property or their enjoyment and peaceful stay at the Hotel;

(j) do or permit anything which is illegal or which may become a nuisance including the infringement of any third party intellectual property rights in particular whilst using the Hotel's internet connection;

(k) fail or refuse to comply with health and safety and fire regulations displayed in the Hotel.

3.4 Upon check-out the Guest will notify the Hotel reception desk of departure and pay all outstanding charges that are due.

3.5 Guest hereby authorizes the Hotel to charge the credit card or other form of payment used by Guest in booking the reservation or at check-in for any damages to or removal of Hotel property, whether in the room or on any part of the premises, in an amount to be determined in the sole discretion of the Hotel based upon the actual damage or loss, including the cost of replacement of the damaged property with new property.

#### **4. TERMINATION**

4.1 This Agreement and any licenses granted within shall end on the earlier of:

(a) the date and time upon which the Guest checks out of the Hotel or otherwise the Hotel services ordinarily cease and

(b) The Hotel and/or the Hotel giving notice of termination with immediate effect if the Guest breaches any of the Guest Occupancy Terms.

4.2 Termination is without prejudice to the rights of either party in connection with any prior breach of these Guest Occupancy Terms.

#### **5. LIMITATION OF LIABILITY and DISCLAIMERS**

5.1 Guests are advised to be adequately insured, to be vigilant and to take reasonable care over their property generally and especially in spaces accessible to the public as The Hotel is not responsible for personal injury, theft, loss or damage caused to guests personal effects or luggage under any circumstances. Guests should ensure their Travel Insurance covers all such risks.

5.2 For all Guests:

Subject to governing law, the Hotel's and The Hotel's liability to the Guest whether in contract, tort (including negligence) or otherwise arising in connection with this Agreement shall be limited to \$5 per item and an aggregate of \$10 per guest, such amount the Guest agreeing is fair and reasonable given the value of the booking and the Guest's ability to procure travel or other insurance.

5.3 In no event shall the Hotel and The Hotel be liable for any loss of profit, revenue, anticipated saving, business opportunity, goodwill, and corruption of data, damage resulting from third party claims or indirect or consequential losses. The Guest agrees the booking charges reflect that the risk of such loss lies with the Guest which is fair, reasonable and proportionate given the charges billed.

5.4 For the avoidance of doubt, the Hotel and/or The Hotel do not accept any liability for theft, loss or damage caused to any vehicle or its contents whilst parked on any Hotel property and as such any vehicles and contents are left entirely at the Guest's risk.

5.5 Food served at the Hotel is prepared in a restaurant and not a factory setting. Whilst every attempt is made to ensure that Guests are fully informed as to the ingredients that dishes contain, the Hotel and The Hotel are unable to guarantee that food will be free from specific allergens and as such any food served by the Hotel is consumed at the Guest's own risk.

5.6 The Guest shall keep the Hotel and/or The Hotel indemnified in full against all direct, indirect or consequential liabilities, loss, damages, injury, costs and expenses awarded against or incurred or paid by the Hotel and/or The Hotel as a result of or in connection with:

(a) the Guest's breach of the Guest Occupancy Terms; (b) any infringement or alleged infringement of any intellectual property rights by the Guest during the stay at the Hotel; and (c) any damage caused to the Hotel premises (or contents) whether or not owned by the Hotel, caused by the Guest.

5.7 Nothing in these Guest Occupancy Terms shall limit or exclude the liability of the Hotel and/or The Hotel for (a) death or personal injury resulting from negligence, or (b) fraud or fraudulent misrepresentation.

## **6. GENERAL**

6.1 The Hotel and the Hotel accept a number of credit cards as listed at the reception desk. All such credit cards are accepted in accordance with the regulations of the credit card company concerned.

6.2 These Guest Occupancy Terms are governed by the laws Uganda and each party irrevocably agrees that the courts of Uganda shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims). Guest agrees to be responsible for any attorneys' fees and costs incurred by the Hotel in enforcing these Guest Occupancy Terms or the Booking Terms.