



Block A 66 Rivonia Road, Chislehurst, Sandton 2196, P.O. Box 783997, Sandton 2146
info@studiostayonsixty6.co.za | www.studiostayonsixty6.co.za

TERMS AND CONDITIONS: STUDIO STAY ON 66 SITUATED AT 66 RIVONIA ROAD, CHISLEHURSTON, SANDTON

1. INTERPRETATION

1.1. Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below will, when used in these Terms and Conditions, bear the meanings ascribed to them and cognate words and expressions will bear corresponding meanings:

1.1.1. Apartment – a residential accommodation apartment leased from Studio Stay on Sixty6, a division of T & C Properties;

1.1.2. 66 Rivonia Road – a soft retail centre and lifestyle destination, with a mix of commercial tenants and residential apartments, in the T & C Properties property portfolio;

1.1.3. Site – the website found at address www.studiostayonsixty6.co.za;

1.1.4. Studio Stay on Sixty6 – is a division of T & C Properties (Pty) Ltd, charged with marketing and managing the Apartments;

1.1.5. Terms and Conditions – these terms and conditions, together with all annexures and addenda hereto; and

1.1.6. T & C Properties – Taeuber & Corssen Properties (Pty) Ltd, Registration Number 1969/016253/07, a company duly registered and incorporated under the laws of the Republic of South Africa, and “we/us/our” shall mean T & C Properties, as the context may require.

2. PURPOSE OF THE SITE

2.1. The information on this Site is intended to furnish users of the Site with general information on matters relating to Studio Stay on Sixty6, and to provide users with a platform in order to make an online reservation at Studio Stay on Sixty6. While every effort has been made to offer current and accurate information, errors can occur.



- 2.2. This Site may contain references to certain laws and regulations. Laws and regulations will change over time and should be interpreted only in light of particular circumstances, and the date the notification was published.
- 2.3. The Site, and content available within it, is for informational purposes only.
- 2.4. By using this Site, you agree that you are bound by the provisions contained in these Terms and Conditions.

3. **DISCLAIMER**

- 3.1. T & C Properties disclaims any liability and responsibility for errors or omissions in the content contained on the Site.
- 3.2. All content on the Site, and all of the information provided through it, is provided on an "as is" basis, we do not provide any guarantee of completeness, accuracy or timeliness, and the information is provided without representations, warranties or other contractual terms of any kind, express or implied.
- 3.3. T & C Properties does not represent or warrant that this Site, the services provided through this Site, and/or any information, software or other material downloaded from this Site, will be accurate, current, uninterrupted, error-free, omission-free or free of viruses or other harmful components.
- 3.4. Access to this Site, or the creation of any liability or obligation in connection with the access to, or use of the Site, is at the user's risk.

4. **ONLINE RESERVATIONS AT STUDIO STAY ON SIXTY6**

- 4.1. When making an online reservation on the Site, the Site will indicate the available Apartment(s), the dates and the rate per night. Should this be acceptable to you, the online reservation will require you to accept these Terms and Conditions.
- 4.2. On acceptance of these Terms and Conditions, you will be required to make payment in full, in order to secure the Apartment as per the online reservation.
- 4.3. All payments must be made to T & C Properties in South African Rand, free from deduction, set off or bank charges, as follows:
 - 4.3.1. By way of electronic transfer of funds into our designated bank account, as detailed on the pro forma invoice; or



- 4.3.2. Alternatively, through the use of a secure payment gateway provider where you will be required to provide your credit card or debit card information to the provider in order to authorise and process the payment. Payment by this mechanism will be subject to the providers own terms and conditions.
- 4.4. Upon receipt of the payment, Studio Stay on Sixty6 will confirm the reservation in writing.
- 4.5. In the event that you cancel the reservation within 7 (seven) of prior to your arrival, all payments, together with all ancillary charges and taxes related thereto, will be forfeited.
- 4.6. We do not accept any liability for any loss or damage to your computer, or interception, or use of credit or debit card information, as a result of a computer virus, bugs, tampering or unauthorised intervention of this Site, or any other cause beyond our reasonable control.
- 4.7. By making an online reservation on this Site, you warrant that you are over the age of 18 (eighteen) years. We do not accept any liability for a reservation made by persons under the age of 18 (eighteen) years, and the parent and/or legal guardian of any minor making such reservation shall be held liable for any and all charges related thereto.
- 4.8. No children under the age of 12 (twelve) years will be allowed occupancy in the Apartments at Studio Stay on Sixty6
- 4.9. You may not cede, transfer and/or on-sell any accommodation booked through this Site to any third party, unless our prior written consent has been obtained.
- 4.10. We do not accept any liability for the accuracy and/or completeness of the information provided, unless as a result of gross negligence or wilful misconduct on our part.
- 4.11. The rate charged for accommodation at Studio Stay on Sixty6 may change from time to time, and that the rate quoted in respect of an online reservation, is the rate available at the date and time of making the online reservation.
- 4.12. The rate charged for accommodation at Studio Stay on Sixty6 quoted on the online reservation may change on written notice, and by agreement with you. In the event that you wish to extend your stay, the rate offered to you for such extension may be different to the rate quoted at the time of making the online reservation.



- 4.13. Please note that, should you reduce the period of your stay, then the rate applicable to such shorter period may, at our discretion, be different to the rate quoted for the original online reservation.
- 4.14. We reserve the right to apply minimum and maximum length of stay restrictions over weekends, long weekends, and peak dates. Apartments and rates are particularly subject to such restrictions, and may change at any time without prior notice.

5. LINKING

- 5.1. You may link to this Site provided that such linkage does not involve:
- 5.1.1. Unauthorised use of our logo;
 - 5.1.2. Any false claim (actual or implied) of endorsement by, or other relationship with us;
 - 5.1.3. Framing or embedding of any pages of our Site; or
 - 5.1.4. Any other infringement of our trademarks, copyright and/or other intellectual property rights.
- 5.2. We do not bear any responsibility whatsoever for the content, accuracy or security of any Sites that are linked (by way of hyperlink or otherwise) to this Site.
- 5.3. Certain links on this Site lead to servers maintained by individuals or organisations over which we have no control. We make no representations or warranties regarding the accuracy, or any other aspect, of the information located on such servers. A link to a third party's website should not be construed as an endorsement by either us, or that third party, of the other, or its products and services.

6. COPYRIGHT NOTICE

Except where noted otherwise, all material on the Site is the property of Studio Stay on Sixty6 and protected by copyright. No part of the materials on this Site, including but not limited to the text, graphics and html code, may be reproduced or transmitted in any form, or by any means without our written permission.

7. ACCEPTABLE CONDUCT

You undertake to make use of the Site only for lawful purposes. If at any time you become aware of any violation, by any person or entity, of any part of these Terms and Conditions, you



will immediately notify us at: info@studiostayonsixty6.co.za and provide us with assistance, as requested, to stop or remedy such violation.

8. PROHIBITED CONDUCT

8.1. In using the Site, you undertake not do any of the following:

- 8.1.1. Post, transmit or otherwise make available through the Site any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libellous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment, such as a virus, worm, Trojan horse, Easter Egg, time bomb, spyware or other computer code, file or program (each, a "Virus");
- 8.1.2. Post, transmit, or otherwise make available through the Site any material protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner;
- 8.1.3. Use the Site for any commercial purpose, or otherwise use the Site for processing data or other information on behalf of any third party;
- 8.1.4. Use the Site for any purpose that is fraudulent or otherwise unlawful;
- 8.1.5. Interfere with, or disrupt, the operation of the Site or the servers or networks used to make the Site available, including by hacking or defacing any portion of any of the Site; or violate any requirement, procedure or policy of such servers or networks;
- 8.1.6. Restrict or inhibit any other person from using the Site;
- 8.1.7. Create or share content without first obtaining any necessary permissions from third parties or otherwise use the Site to post or transmit any information that you do not have the right to provide; that would violate any applicable law or regulation; or that would violate, infringe or misappropriate any third party right or interest;



- 8.1.8. Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Site except as expressly authorised herein, without our express prior written consent;
 - 8.1.9. Reverse engineer, decompile or disassemble any portion of the Site;
 - 8.1.10. Remove or alter any copyright, trademark or other proprietary rights notice on the Site or content you access *via* the Site;
 - 8.1.11. Frame or mirror any portion of the Site, or otherwise incorporate any portion of the Site into any product or service, without our express prior written consent;
 - 8.1.12. Systematically download and store Site content; and
 - 8.1.13. Use any robot, spider, the Site's search application or other manual or automatic device to (a) retrieve, index, "scrape," "data mine" or otherwise gather content from the Site, (b) reproduce or circumvent the navigational structure or presentation of the Site, or (c) harvest or collect information about users of the Site, without our express prior written consent.
- 8.2. If you do not comply with these Terms and Conditions (or if we have reasonable grounds to suspect or are investigating suspected non-compliance), we may suspend your access to the Site or take any other steps we consider appropriate.

9. DISPUTE RESOLUTION

- 9.1. Should any dispute, disagreement, deadlock or claim arise between the parties (hereinafter called "the Dispute") concerning these Terms and Conditions, the parties to the Dispute will attempt to resolve the Dispute by a process of negotiation; this will entail that any party to the Dispute invites the other party/ies to the Dispute in writing to meet and to endeavour to resolve the Dispute within 10 (ten) business days from the date of receipt of the written invitation; should the Dispute not be resolved by such negotiation, then the Dispute, if arbitrable in law, will be finally resolved in accordance with the expedited rules of the Arbitration Foundation of Southern Africa (AFSA) by an arbitrator appointed by AFSA or if AFSA no longer exists, then the arbitrator shall be appointed by the President for the time being of the Law Society of the Northern Provinces of South Africa (or its successor in law) and the arbitration shall be conducted in accordance with the Arbitration Act No. 42 of 1965. There shall be a right of appeal as provided for in article 22 of the aforesaid rules.



- 9.2. Each party to these Terms and Conditions:
- 9.2.1. expressly consents to any arbitration in terms of the aforesaid rules being conducted as a matter of urgency; and
 - 9.2.2. irrevocably authorises any other of them to apply, on behalf of all the parties to such Dispute, in writing, to the secretariat of AFSA in terms of article 23(1) of the aforesaid rules for any such arbitration to be conducted on an urgent basis.
- 9.3. This clause will not preclude any party from obtaining relief by way of Motion Proceedings on an urgent basis or from instituting any interdict, injunction or any similar proceedings in any court of competent jurisdiction.
- 9.4. For the purposes of 9.3 and for the purposes of having any award made by the arbitrator being made an order of court, each of the parties hereby submits itself to the non-exclusive jurisdiction of the South Gauteng High Court.
- 9.5. This clause is severable from the rest of the provisions of these Terms and Conditions and will accordingly remain in full force and effect and survive any termination of these Terms and Conditions.

10. GOVERNING LAW

These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and all matters or things arising out of or in respect of these Terms and Conditions shall be decided in terms of the laws of the Republic of South Africa.

11. JURISDICTION

The High Court of South Africa, Gauteng Local Division, Johannesburg will have exclusive jurisdiction with regard to any legal proceedings arising from or in connection with these Terms and Conditions.

12. CHANGES TO THESE TERMS AND CONDITIONS

- 12.1. We reserve the right to amend and/or update these Terms and Conditions for the Site at any time, and publish such amended provisions on this Site.
- 12.2. By using the Site, you undertake to be familiar with the latest Terms and Conditions of use, and continued use of the Site will be deemed as acceptance of the latest published Terms and Conditions. For completeness, please see our Privacy Statement.



13. CONTACTING US

If you have any questions regarding these Terms and Conditions, please contact us at:
info@studiostayonsixty6.co.za.

