

GUEST ACCOMMODATION – WALDENHOF AND CROZIERHOF

Terms and Conditions

IMPORTANT NOTES

- A. These Terms and Conditions shall apply to the provision of accommodation by Factory 209 to the Guest.
- B. Where a Booking is made on behalf of a Guest by an Organiser, each of such Organiser and Guest shall be bound to these Terms and Conditions and be regarded as a "Guest" for purposes of the duties, obligations and responsibilities placed on the Guest by these Terms and Conditions, including any liabilities incurred by such Guest – with the term "Guest" thus referring to each of the Organiser and Guest, to the extent applicable.
- C. In the event that a natural person Organiser and/or Guest represents a minor, or any person who does not have the legal capacity to agree to these Terms and Conditions, the natural person Organiser and/or Guest warrants that he/she is such person's legal guardian or parent, as the case may be, and that the Organiser and/or Guest is authorised to agree to these Terms and Conditions on behalf of such person.
- D. **Factory 209's liability in respect of damages is limited, specifically the Guest's ability to recover losses and/or damages sustained, from Factory 209, in accordance with clause 7 below.**
- E. **The Guest will not be entitled to rely on representations not contained in these Terms and Conditions, as stated in clause 6.2 below.**
- F. The Guest warrants that the information completed by it and/or provided to Factory 209 is truthful, complete and accurate in all respects, and is supplied voluntarily for the purpose of these Terms and Conditions. Factory 209 shall be entitled to rely upon all and/or any of the information supplied herein as being completely true and accurate.
- G. **These Terms and Conditions are applicable to (i) transactions falling within the ambit of the CPA, as well as (ii) transactions not falling within the ambit of the CPA. Where the terms contained in these Terms and Conditions differ between transactions falling within the ambit of the CPA and transactions not falling within the ambit of the CPA, it will be indicated as such under the applicable clause.**

1. INTERPRETATION AND DEFINITIONS

- 1.1 The headings of the clauses in these Terms and Conditions are for the purpose of

convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of these Terms and Conditions nor any clause hereof.

Unless a contrary intention clearly appears, words importing:

- 1.1.1 any one gender include the other genders;
- 1.1.2 the singular include the plural and *vice versa* (the opposite of); and
- 1.1.3 natural persons include created entities (corporate or non-corporate) and the state and *vice versa* (the opposite of).
- 1.2 The rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply.
- 1.3 Any reference in these Terms and Conditions to a Party shall include a reference to that Party's assigns expressly permitted under these Terms and Conditions and, if such Party is liquidated or sequestrated, be applicable also to and binding upon that Party's liquidator or trustee, as the case may be.
- 1.4 The words "include", "including" and "in particular" shall be construed as being by way of example or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding word/s.
- 1.5 The words "other" and "otherwise" shall not be construed *eiusdem generis* with any preceding words where a wider construction is possible.
- 1.6 Any references to "days" (other than a reference to a "business day"), "months" or "years" in these Terms and Conditions shall be construed as calendar days, months or years, as the case may be, and any reference to a "business day" shall be construed as any day of the week, excluding a Saturday, a Sunday and a statutory public holiday. Any reference in these Terms and Conditions to "business hours" shall be construed as being the hours between 08:30 and 17:00 on any business day.
- 1.7 In these Terms and Conditions (including the important notes), the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:
- 1.7.1 "Accommodation" means the accommodation facilities run by and/or on behalf of Factory 209

and which is used for the provision of overnight accommodation to Guests;

- 1.7.2 "Booking" means a reservation for the provision of Accommodation by Factory 209 to the Guest;
- 1.7.3 "Booking Confirmation" means a document sent by Factory 209 to a Guest/Organiser indicating provisional reservation of a unit(s) in response to a request for a Booking;
- 1.7.4 "CPA" means the Consumer Protection Act, No. 68 of 2008, as amended;
- 1.7.5 "Factory 209" means Factory 209 Proprietary Limited (Registration Number: 2018/095392/07);
- 1.7.6 "Fee" means the price payable by a Guest for the Accommodation in relation to a Booking, including any deposit(s) payable by the Guest;
- 1.7.7 "Guest" means the guest, procuring the provision of accommodation by Factory 209 or on whose behalf the provision of accommodation by Factory 209 is procured, for use by the Guest pursuant to these Terms and Conditions;
- 1.7.8 "Organiser" means a person or entity who or which makes a Booking, either for him- or herself and/ or on behalf of a Guest ;
- 1.7.9 "Parties" means the Guest, Factory 209 and (to the extent applicable) the Organiser, and "Party" shall refer to either one of them, as the context requires;
- 1.7.10 "POPI" means the Protection of Personal Information Act, No. 4 of 2013, as amended;
- 1.7.11 "Terms and Conditions" means these terms and conditions, set out in this document (which for the sake of clarity includes the important notes).

2. CONTRACT AND BOOKING PROCESS

General:

- 2.1 These Terms and Conditions shall solely govern the relationship between Factory 209 and the Guest in respect of the provision of Accommodation.
- 2.2 The Terms and Conditions shall prevail over any terms and conditions referred to in any other documentation, unless such other document is a formal written agreement signed by Factory 209 and the Guest, specifically stipulating that the Parties are supplementing or amending these Terms and Conditions.

Bookings:

- 2.3 A request for making of a Booking shall be made by or on behalf of the Guest via Factory 209's website and/or via email sent to stayatstb@sun.ac.za. Any and all

communication pertaining to the current reservation held or new reservation/ accommodation request will be relayed via this same email address. .

- 2.4 Factory 209 reserves the right to accept or reject all requests for a Booking, in its sole and absolute discretion, including but not limited to the basis of availability of the Accommodation.
- 2.5 Any quotation furnished by Factory 209 is only an invitation to make a Booking with Factory 209 and until being accepted Factory 209 is not obliged to perform in terms of the Booking as referred to in the quotation.
- 2.6 Acceptance of a request for a Booking by Factory 209 shall be subject to the Guest complying with all conditions stipulated by Factory 209 in relation to securing of such Booking, pursuant to these Terms and Conditions or otherwise, including (i) timeous payment of any applicable deposit, (ii) provision of all relevant information and details by the Guest and (iii) acceptance of these Terms and Conditions by the Guest in writing (including by means of electronic communication).

3. FEES AND DEPOSITS

- 3.1 In relation to Bookings which are made for a period of 3 (three) months or less, the Guest is required to make payment of the Fee in full on the earlier of (i) the Guest's arrival at the Accommodation for purposes of its Booking and (ii) the commencement date of the Booking.
- 3.2 To the extent that a Booking is made for a period of more than 3 (three) months:
- 3.2.1 the Fee relating to the first 3 (three) months of the Booking must be paid in full on the earlier of (i) the Guest's arrival at the Accommodation for purposes of its Booking and (ii) the commencement date of the Booking;
- 3.2.2 the Fee payable for each and every month of the remainder of the Booking (i.e. from the 4th (fourth) month of the Booking onwards) must be made on or before the 1st (first) day of each and every month for the remainder of the Booking's term.
- 3.3 Factory 209 may in its sole discretion determine whether the Guest is required to pay a deposit to Factory, prior to confirmation of a Booking or otherwise, and the amount of such deposit.
- 3.4 Unless otherwise stipulated by Factory 209 in writing, the following deposits shall be payable:
- 3.4.1 in the event of the Booking being for a period of 3 (three) months or less, a non-refundable deposit amount equal to 50% (fifty) percent of the total Fee payable in relation to the Booking;

- 3.4.2 in the event of the Booking being for a period of 3 (three) months or more, a non-refundable deposit amount equal to the Fee payable for the first 3 (three) months of the Booking.
- 3.5 Subject to clause 3.1, the non-refundable deposit amount payable by the Guest in accordance with clause 3.4, shall be payable within 7 (seven) days from acceptance of the Guest's request for making of a Booking by Factory 209 or such earlier date stipulated by Factory 209, in its sole and absolute discretion.
- 3.6 No vouchers or guarantee letters (including those issued by the State in respect of grants received) will be accepted by Factory 209 in respect of the payment of any amounts due by the Guest, including the Fee and/or any deposit(s).
- 3.7 Subject to clause 7 below, all damages, breakages and extra cleaning costs incurred by Factory 209 during the Guest's occupation and/or use of the Accommodation will be for the account of the Guest.

5. CHANGES, CANCELLATION AND REFUNDS

- 5.1 Any request by the Guest in relation to a change in the dates of a Booking will be subject to the availability of the Accommodation and the Guest making payment of:
- 5.1.1 an administration fee of R500 (five hundred Rand) or such amount determined in the sole and absolute discretion of Factory 209; and
- 5.1.2 any differences in the Fee payable, including based on the season in which such dates of the Booking falls.
- 5.2 All Fees paid by and/or on behalf of the Guest (including any and all deposits) shall be non-refundable on the earlier of (i) 16 (sixteen) days prior to the commencement date of the Booking and (ii) the Guest having checked into and/or taken occupation of the Accommodation.
- 5.3 **Should the Guest cancel the Booking, for whatsoever reason, Factory 209 shall be entitled to levy a cancellation penalty equal to the higher of up to 50% (fifty percent) of the Fee and the deposit paid by the Guest, depending on the circumstances of the cancellation – including, but not limited to, the period of time prior to the commencement date of the Booking that the Guest cancels the Booking – in the sole and absolute discretion of Factory 209.**
- 5.4 All refund requests shall be made in writing and shall be made by or on behalf of the Guest and sent to stayatstb@sun.ac.za.
- 5.5 Any and all refunds made by Factory 209 to the Guest, in accordance with these Terms and Conditions, will be subject to the deduction of a R500 (five hundred Rand) administration fee by Factory 209.

- 5.6 Factory 209 shall be entitled to immediately cancel a Booking should the deposit(s) and/or any other amounts payable by the Guest, in terms of these Terms and Conditions or the other conditions stipulated in the acceptance of the request for the Booking, not be paid by the due date therefor.
- 5.7 **Notwithstanding anything to the contrary stipulated in these Terms and Conditions, Factory 209 reserves the right to cancel a Booking at any time prior to the commencement date thereof, in the sole and absolute discretion of Factory 209.**
- 5.8 Should Factory 209 cancel a Booking in accordance with clause 5.7, the Guest shall be entitled to a refund of all amounts paid by and/or on behalf of it to Factory 209 in relation to such Booking, excluding any administration fees paid.

6. WARRANTIES

Clauses 6.1 to 6.2 will only apply in the event of these Terms and Conditions being regulated by the CPA:

- 6.1 **Factory 209 does not give any warranty, express or implied, in respect of the Accommodation and/or Booking not contained in these Terms and Conditions, other than those as contemplated in section 56 of the CPA. The warranties contemplated by the CPA will be limited in its scope and to the time period as prescribed by the CPA.**
- 6.2 **The Guest further confirms that representations not contained in these Terms and Conditions, or reduced to writing and signed by Factory 209, will not entitle the Guest to any claim against Factory 209 in respect of such representations.**

Clause 6.3 will only apply in the event of these Terms and Conditions not being regulated by the CPA:

- 6.3 Factory 209 does not give any warranty express or implied in relation to the Accommodation and/or Booking, except those contained in these Terms and Conditions. The Guest further confirms that representations not contained in these Terms and Conditions or reduced to writing and signed by Factory 209 will not entitle the Guest to any claim against Factory 209 in respect of such representations.

7. INDEMNITY AND LIMITATION OF LIABILITY

Clauses 7.1 to 7.3 will only apply in the event of these Terms and Conditions being regulated by the CPA:

- 7.1 **The Guest agrees that Factory 209 shall not under any circumstances whatsoever, be held liable for damages (direct, indirect, consequential or otherwise), losses, costs and/or expenses, suffered or incurred by the Guest (including its visitors or invitees) in respect of its use of the Accommodation, the making of**

the Booking and/or pursuant to services rendered by Factory 209, unless Factory 209 acted with intent or gross negligence, or unless such claim falls within the ambit of section 55, section 56 or section 61 of the CPA, in which instance Factory 209 shall be liable to the extent and for the duration prescribed by the CPA.

7.2 The Guest hereby indemnifies and shall hold Factory 209 harmless for any damages (direct, indirect, consequential or otherwise), losses, costs and/or expenses, suffered or incurred by Factory 209 in relation to or arising from the Guest's (including its visitors or invitees') use and/or occupation of the Accommodation or a breach of these Terms and Conditions by the Guest – including in respect of any property of the Guest present at the Accommodation.

7.3 The Guest acknowledges that it is its obligation to acquaint it with the specifications and characteristics of the Accommodation and its suitability for the purpose it intends on using same.

Clauses 7.4 to 7.6 will only apply in the event of these Terms and Conditions not being regulated by the CPA:

7.4 The Guest agrees that Factory 209 (including its directors, employees, agents, representatives, service providers and the like) shall not under any circumstances whatsoever, be held liable for damages (direct, indirect, consequential or otherwise), losses, costs and/or expenses, suffered or incurred by the Guest (including its visitors or invitees) in respect of its use of the Accommodation, the making of the Booking and/or pursuant to services rendered by Factory 209 – including in respect of any property of the Guest present at the Accommodation.

7.5 The Guest hereby indemnifies and holds harmless Factory 209 (including its directors, employees, agents, representatives, service providers and the like) from and against:

7.5.1 any claims of whatsoever nature instituted by third parties in relation to their use of the Accommodation or pursuant to services rendered by Factory 209 to the Guest, including but not limited to claims and liabilities arising from the provisions of the CPA;

7.5.2 any damages (direct, indirect, consequential or otherwise), losses, costs and/or expenses, suffered or incurred by Factory 209 in relation to or arising from the Guest's (including its visitors or invitees') use and/or occupation of the Accommodation or a breach of these Terms and Conditions by the Guest.

7.6 The Guest acknowledges that it is its obligation to acquaint itself with the specifications and characteristics of the Accommodation and its suitability for the purpose it intends using same.

8. FORCE MAJEURE

8.1 In the event of any act of God, strike, war-like operation, rebellion, riot, war, civil commotion, lock-out, combination of workmen, interference of trade unions, suspension of labour, fire, explosion, floods, failure of water or power supply, accident, acts, regulations or laws of any government or any circumstance arising or action taken beyond or outside the reasonable control of the Parties hereto preventing them or any of them from the performance of any of the obligations in terms of these Terms and Conditions (any such event hereafter called "**Force Majeure**") then the Party affected by such Force Majeure shall be relieved of its obligations hereunder during the period that such Force Majeure continues but only to the extent so prevented and shall not be liable for delay or failure in the performance of any obligations hereunder or loss or damage which the other Party may suffer due to or resulting from the Force Majeure, provided always that a written notice shall be promptly given of any such inability by the affected Party.

8.2 Any Party invoking Force Majeure shall upon termination of such Force Majeure give prompt written notice thereof to the other Party.

8.3 The Parties must use all reasonable endeavours to: (i) prevent and reduce to a minimum and mitigate the effect of any delay occasioned by any Force Majeure event, including recourse to alternate sources of services, equipment and materials and construction equipment; and (ii) to ensure resumption of normal performance of its obligations under these Terms and Conditions after the termination of any Force Majeure event and must otherwise perform their obligations as agreed to the maximum of their ability.

8.4 A Force Majeure event does not relieve a Party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

9. INSPECTIONS

9.1 An inspection shall be conducted prior to or on arrival and on the Guest's vacation of the Accommodation.

9.2 The Guest shall report any and all damages, defects and/or issues regarding the state of the Accommodation to stayatstb@sun.ac.za, within 48 (forty eight) hours from the Guest being provided with occupation of the Accommodation, failing which the Guest shall be deemed to have acknowledged that the Accommodation was provided to it free of

any damages, defects and/or issues, in a proper state.

10. RULES

- 10.1 The Guest undertakes to comply with any and all rules made by Factory 209, in its sole and absolute discretion, in relation to the occupation and/or use of the Accommodation – including all rules stipulated in the information brochure provided by Factory 209 to the Guest/Organiser during the booking process. The Guest shall furthermore ensure that any and all visitors of the Guest shall comply with aforementioned rules.
- 10.2 The occupation and use of the Accommodation shall be subject to the maximum occupancy thereof as stipulated by Factory 209, in its sole and absolute discretion.
- 10.3 The Guest shall during its use and/or occupation of the Accommodation take all such steps reasonable to prevent any damages to the Accommodation, fair wear and tear excepted, including any damages caused by the Guest's visitors or invitees.
- 10.4 Factory 209 shall be given access to the Accommodation, on prior reasonable notice to the Guest, in order to perform any maintenance activities it deems necessary and/or fit.
- 10.5 The Guest shall only use the Accommodation for the purposes of residential accommodation and for no other purposes whatsoever.
- 10.6 Without derogating from the remaining provisions of this clause 10, the following shall apply in respect of the Accommodation:
 - 10.6.1 The accommodation will be cleaned by or on behalf of Factory 209 (not including the washing of dishes and personal laundry) daily from Monday to Friday, excluding any and all weekends and public holidays;
 - 10.6.2 no visitors of the Guest/Organiser may spend the night in the Accommodation;
 - 10.6.3 no pets are allowed in the Accommodation;
 - 10.6.4 The accommodation may not be sub-let by the Guest/Organiser;
 - 10.6.5 The guest is to be considerate to all other guests in the building of which the Accommodation forms and all occupants of surrounding properties, specifically regarding noise levels and appropriate conduct.
- 10.7 All complaints and/or enquiries must be directed to Factory 209's offices during ordinary business hours.
- 10.8 **Should the Guest be in breach of any of the rules imposed by Factory 209 in relation to the Accommodation, same will constitute a material breach of these Terms and Conditions – entitling Factory 209 to**

immediately terminate these Terms and Conditions, without any refunds to be made to the Guest/Organiser. On such termination, the Guest shall be required to immediately vacate the Accommodation and provide Factory 209 with vacant occupation thereof.

11. BREACH

- 11.1 If the Guest ("**Defaulting Party**") breaches any provision of these Terms and Conditions and remains in breach for 7 (seven) days after written notice to the Defaulting Party requiring that Defaulting Party to rectify that breach, Factory 209 ("**Aggrieved Party**") shall be entitled, without prejudice to its right to hold the Defaulting Party liable for damages or any of its other rights, at its option: **(i) to sue for immediate specific performance of any of the Defaulting Party's obligations under these Terms and Conditions, whether or not such obligation is then due; or (ii) cancel these Terms and Conditions (including a Booking), in which case written notice of the cancellation shall be given to the Defaulting Party, and the cancellation shall take effect on the giving of the notice.**
- 11.2 The Aggrieved Party's remedies in terms of this clause are without prejudice to any other remedies to which the Aggrieved Party may be entitled in applicable law, including without limitation, the Aggrieved Party's rights to claim damages.
- 11.3 **All legal costs incurred by Factory 209 in consequence of any default of the provisions of these Terms and Conditions by the Guest shall, subject to specific limitations in terms thereof, be payable on demand by the Guest on the scale as between attorney and own client and shall include collection charges, tracing fees, the costs incurred by Factory 209 in endeavouring to enforce such rights prior to the institution of legal proceedings and the costs incurred in connection with the satisfaction or enforcement of any judgment awarded in favour of Factory 209 in relation to its rights in terms of or arising out of these Terms and Conditions.**
- 11.4 **All payments received shall be allocated firstly towards legal costs (if applicable), thereafter interest, and lastly towards the capital amount owing in respect of the Guest's outstanding indebtedness.**

12. NOTICES AND DOMICILIUM

Any notice given by either Party shall be hand delivered or sent by e-mail to the other's *domicilium citandi et executandi* (i.e. an address where notices and legal documents may be delivered) and shall be deemed to have been on the date of delivery by hand or the business day immediately following the date on which the email was sent, unless the contrary is proved. Notwithstanding anything to the contrary

herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

13. DISPUTE RESOLUTION

- 13.1 Save in respect of those provisions of these Terms and Conditions which provide for their own remedies which would be incompatible with the dispute resolution process contemplated hereinbelow and/or to the extent that any applicable laws require the Parties to follow a specified dispute resolution process (including by means of approaching an appropriate governing body or ombudsman), a dispute which arises between the Parties in connection with the formation or existence of, the implementation of, the interpretation or application of the provisions of, the Parties' respective rights and obligations in terms of or arising out of, or the breach or termination of, the validity, enforceability, rectification, termination or cancellation, whether in whole or in part of, any documents furnished by the Parties pursuant to the provisions of, these Terms and Conditions, or which relates in any way to any matter affecting the interests of the Parties in terms of these Terms and Conditions, that dispute shall be referred to arbitration in Cape Town before a Senior Counsel of the Cape Bar of at least 15 (fifteen) years' standing. Should the Parties be unable to agree upon an arbitrator, such will be appointed by the chairperson/s of the Cape Bar Council.
- 13.2 The provisions of this clause: (i) constitute an irrevocable consent by the Parties to any proceedings in terms hereof and no Party shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions; and (ii) are severable from the rest of these Terms and Conditions and shall remain in effect despite the termination of or invalidity for any reason of these Terms and Conditions.

14. LAW AND JURISDICTION

The terms of these Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa, regardless of the place of execution or performance in terms of these Terms and Conditions. The Guest and Factory 209 furthermore agree that the courts of the Republic of South Africa shall have exclusive jurisdiction for any action or proceedings commenced under these Terms and Conditions.

15. PROTECTION OF PERSONAL INFORMATION

- 15.1 Where a Party hereto "**processes**" or requires the other Party to process any "**personal information**", as such terms are defined in POPI, belonging to

that Party, or that of a related party (both acting as "responsible parties" as such term is defined in POPI), the Parties: (i) agree to comply with the provisions of POPI for processing of such personal information, including to only process any personal information received by a Party to the extent required hereunder and any further processing as may be authorised by a Party in writing; and (ii) consent to the processing of any of their/its personal information in terms of, pursuant to or for purposes of these Terms and Conditions.

- 15.2 Without limiting the generality of the above, the Guest hereby: (i) consents to Factory 209 sharing its personal information with any of its third-party service providers, insurers or to other parties within Factory 209's group of companies (including those situated outside of the borders of South Africa), for the purposes of and in line with the provisions hereof; (ii) warrants that where it provides any personal information on behalf of any other person (including its shareholders, directors, members, trustees and the like), it is authorised to give such personal information and to consent to the processing of such person's personal information on their behalf; and (iii) agrees to Factory 209 using its personal information for the purposes of informing the Guest about any products or services the Guest might be interested in, except if otherwise indicated by the Guest.

- 15.3 The Guest hereby agrees, notwithstanding any contrary provision in any other agreement between the Parties, that Factory 209 retains its full rights to pursue any legal or equitable remedies in the event of any breach or threatened breach of POPI and/or this clause 15, and may prevent the Guest, any of its agents or subcontractors, or any third party who has received personal information from the Guest in breach hereof from processing such personal information by any legal means available. The Guest further acknowledges that any breach of POPI and/or this clause 15 may subject it to applicable legal penalties, including those provided for under POPI and that Factory 209 shall not be liable for any such legal penalties as may be incurred by the Guest in this regard.

16. MISCELLANEOUS

- 16.1 The Guest shall not:
- 16.1.1 cede, assign, transfer, alienate, hypothecate or otherwise dispose of any of its rights or obligations under these Terms and Conditions;
- 16.1.2 sublet the Accommodation or part thereof; or
- 16.1.3 vacate or give up occupation or possession of the Accommodation or any part thereof,
- without the prior written consent of Factory 209, which consent may be withheld in the sole and absolute discretion of Factory 209.
- 16.2 Notwithstanding any express or implied provisions of these Terms and Conditions to the contrary, no

latitude or extension of time which may be allowed by the Parties hereto in respect of any matter or thing that the Parties are bound to perform or observe in terms thereof, shall under any circumstances be deemed to be a waiver of the rights of the Party which grants the said latitude or extension, at any time, and without notice, to require strict and punctual compliance with each and every provision or term thereof.

- 16.3 No alteration, cancellation, variation of, or addition to the Terms and Conditions shall be of any force or effect unless reduced to writing and signed by both Parties.
- 16.4 Reference to "**writing**" or "**written**" means in writing signed by the issuing party and served by any means including facsimile and any form of electronic data interchange, i.e., the transmission of data via electronic communication links between the Parties or other machine-readable data media.
- 16.5 Each provision in these Terms and Conditions is severable, the one from the other, and, if at any time any provision is or becomes or is found to be illegal, invalid, defective or unenforceable for any reason by any competent court, the remaining provisions shall be of full force and effect and shall continue to be of full force and effect.
- 16.6 These Terms and Conditions shall bind, and shall endure for the benefit of, the Parties and their respective successors and assigns.
- 16.7 The expiration or termination of these Terms and Conditions shall not affect such of the provisions of these Terms and Conditions as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

17.2 The Guest warrants that it will advise Factory 209 by not later than the time of entering into these Terms and Conditions, in writing, that any of the warranties given in clause 17.1 is no longer applicable due to a change in the Guest's annual turnover and/or gross asset value (after allowance for depreciation).

17.3 The Guest acknowledges that Factory 209 relies on these warranties to ensure that Factory 209 complies with the provisions of the CPA

17. CPA GUEST'S WARRANTIES

17.1 In the event of the Guest being a juristic person, the Guest herewith warrants to Factory 209 that as at the date of signature hereof the Guest's: (Tick the applicable box)

17.1.1	asset value (after allowance for depreciation) is equal to or exceeds R2 000 000;	Yes	No
17.1.2	annual turnover is equal to or exceeds R2 000 000;	Yes	No
17.1.3	asset value (after allowance for depreciation) is less than R2 000 000;	Yes	No
17.1.4	Our annual turnover is less than R2 000 000.	Yes	No