

Develop Hotels Inc

Terms of Use

Governing the use of the Develop Hotels Inc website

Effective date: Thursday, 10 September 2026

Entity: Develop Hotels Pty Ltd, Registration No. 2022 / 722591 / 07

Registered address: 2nd Floor, The Harrington, 50 Harrington Street, Cape Town, 8001

These Terms of Use ("Terms") govern your access to and use of the website operated by Develop Hotels Inc ("DHI", "we", "us", or "our"), including any content, functionality, and services offered through it (the "Website"). These Terms are separate from, and do not replace, any signed advisory mandate, development management agreement, professional services agreement, or other project-specific agreement that governs an actual engagement with us.

1. Acceptance Of These Terms

By accessing or using the Website, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use the Website. We may update these Terms from time to time as described in Section 13 below.

2. About Us

Legal name	Develop Hotels Inc
Registration number	2022 / 722591 / 07
Physical address	2nd Floor, The Harrington, 50 Harrington Street, Cape Town, 8001
Contact email	andrew@develophotels.co.za
Contact phone	+27 82 313 0503

3. Use Of The Website

The Website is made available for you to learn about our owner-side hospitality development advisory services and to contact us with enquiries about hotel projects, mandates, or investment opportunities. When using the Website, you agree not to:

- Use the Website for any unlawful purpose or in a way that breaches any applicable law or regulation, in South Africa or in your own jurisdiction
- Attempt to gain unauthorised access to the Website, our systems, or any related network
- Introduce viruses, malware, or other harmful code to the Website
- Copy, reproduce, or republish content from the Website without our prior written consent, except as permitted in Section 5 below
- Submit false, misleading, or fraudulent information through any form on the Website

We may suspend or restrict your access to the Website, without notice, if we reasonably believe you have breached these Terms.

4. Enquiries And Proposals

Submitting an enquiry through the Website does not, on its own, create a binding contract between you and us for any advisory, development management, investment, or partnership arrangement. A binding agreement only comes into effect once the applicable scope, terms, and conditions have been agreed and confirmed in a separate signed agreement.

Any project descriptions, case studies, track-record figures, indicative timelines, or budget ranges shown on the Website are for general information purposes only, are not guaranteed, and are subject to investment viability assessment, due diligence, and final agreement.

5. Intellectual Property

Unless otherwise indicated, all content on the Website, including text, graphics, logos, case studies, images, and methodology frameworks, is owned by or licensed to DHI and is protected by South African and applicable international copyright and trade mark law. You may view and print pages from the Website for your own personal or internal business use, provided you do not modify the content and do not use it for any commercial purpose without our prior written consent.

6. Accuracy Of Information

We take reasonable steps to ensure that the information on the Website is accurate and up to date, but we do not warrant or guarantee that it is complete, error-free, or current at all times. Project descriptions, case studies, track-record figures, and indicative timelines or costs are provided for guidance only and do not constitute a binding offer, quotation, or commitment.

7. Third-Party Links

The Website may contain links to third-party websites that are not owned or controlled by us, including websites of clients, partners, or hospitality brands we work with. We are not responsible for the content, accuracy, or practices of any third-party website, and including a link does not imply our endorsement of it. Any use of a third-party website is at your own risk and subject to that website's own terms.

8. International Use

This Website is operated from South Africa and is intended primarily to provide information about our activities to visitors in South Africa and internationally. We make no representation that the Website, or the projects and services described on it, are appropriate or available in every country. If you access the Website from outside South Africa, you do so on your own initiative and are responsible for compliance with the laws that apply where you are located.

9. Limitation Of Liability

To the maximum extent permitted by South African law, DHI will not be liable for any direct, indirect, incidental, or consequential loss or damage arising from your access to or use of, or inability to access or use, the Website, including loss of data, revenue, or business opportunity, whether arising in contract, delict, or otherwise. This limitation does not apply to any liability we may hold under a separate, signed project or services agreement, which is governed by the terms of that agreement.

Nothing in these Terms is intended to limit any liability that cannot lawfully be limited or excluded under South African law, including the Consumer Protection Act 68 of 2008 where it applies.

10. Indemnity

You agree to indemnify and hold DHI harmless against any claim, loss, or damage arising from your misuse of the Website or your breach of these Terms, except to the extent that such claim, loss, or damage was caused by our own negligence or wilful misconduct.

11. Privacy

Our collection and use of personal information submitted through the Website, including through enquiry forms, is governed by our Privacy Policy, which forms part of these Terms by reference. Please refer to our Privacy Policy for details on how we collect, use, store, and protect your personal information in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA), including how we handle information transferred across borders.

12. Governing Law And Jurisdiction

These Terms are governed by the laws of the Republic of South Africa. Any dispute arising from these Terms or your use of the Website will be subject to the non-exclusive jurisdiction of the South African courts. This clause governs the Website only, any dispute resolution mechanism for a specific project or investment, including any choice of a different governing law or arbitration forum, will be set out in the relevant signed agreement.

13. Changes To These Terms

We may update these Terms from time to time to reflect changes in our practices, the countries we operate in, or applicable law. The updated version will be published on the Website with a revised effective date. Your continued use of the Website after any update constitutes acceptance of the revised Terms.

These Terms were last updated on 10 September 2026.

14. Contact Us

If you have any questions about these Terms, please contact us:

Email	andrew@develophotels.co.za
Phone	+27 82 313 0503
Physical address	2nd Floor, The Harrington, 50 Harrington Street, Cape Town, 8001