

# TERMS AND CONDITIONS

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## 1. CONTRACT

The Contract for a short-term holiday rental shall be made between the owner of Geheim Luxury Seafront Home, duly managed by Hermanus Holiday Rentals (the agent), and the person making the booking (who must be over 18 years old) and all other guests as listed on the Booking Form. The contract shall be governed by South African Law. The contract is only effective once the completed signed booking form is received with the required payment and written confirmation of acceptance has been sent by us. The contract will be subject to all of the following conditions.

## 2. PAYMENT

A deposit payment equal to 50% of the total booking amount is due within 48 hours of the booking date. The balance is due 14 days before the arrival date. Any booking made within 14 days of the arrival date must be paid in full at the time of booking. No keys will be released without full payment being received.

## 3. CONFIRMATION

All reservations are subject to availability. Reservations are only considered confirmed when the agent receives the signed Booking Form and payment in full. If the aforementioned are not received and accepted by the agent at least 14 days prior to your arrival date, your reservation is subject to cancellation, the terms of which are listed below. Confirmation of your reservation will be emailed to you.

## 4. CANCELLATION

Cancellations of a booking for whatever reason may only take place according to the terms outlined in this clause. All requests for cancellations must be made in writing by email to the agent and shall only be effective on the actual date of receipt by the agent. The following cancellation fees shall be applicable and shall be calculated by reference to funds received up to that date. Should the booking be cancelled 31 days or more prior to the arrival date, a cancellation fee equal to 20% of the deposit will be charged. If we are able to secure another booking for the dates you had reserved, the remainder of the deposit will be refunded to you less any nights that weren't booked by the other party. Should the booking be cancelled 30 days or less prior to the arrival date, 100% of the funds paid will be charged.

## 5. DAMAGE DEPOSIT

A damage deposit is required for all reservations. You will be required to make this payment before your arrival at this property. This amount is fully refundable within 14 working days of your

departure, providing the property is left clean and tidy, that there have been no breakages or extra cleaning required. In the event that you or anyone staying at the property during your reservation period causes damage or incurs a need for professional cleaning services you will be notified in writing of the details of any extra costs incurred within 14 working days after the end of the reservation period and this amount shall be deducted from the damage deposit or payment shall be required by you. The property has an inventory list which will be checked by the agent before your arrival. Any discrepancies are to be reported to the agent within 24 hours of arrival. The property will then be checked by the agent on your departure. Any damage or breakages will be deducted at current prices. Please note that for any damage to, or breakage of, any items on the property, the full sales price, estimated replacement value or repair cost will be charged. This includes lost keys, gate remotes or any other items broken or damaged during the reservation period.

## 6. ACCEPTED FORMS OF PAYMENT

Payments can be made via bank transfer / EFT, direct cash deposit or PayPal. The transaction currency is the South African Rand (ZAR). Banking charges are to be included when making the transfer from your own bank account.

## 7. RENTAL PERIOD

Rentals commence at 14:00 on the day of arrival and terminate at 10:00 on the day of departure. Arrangements shall be made with the agent prior to arrival.

## 8. VAT

No VAT is applicable.

## 9. OCCUPANCY

The number of persons occupying the property must not exceed 6. Any visitor staying overnight is considered a guest. The number of guests must be pre-approved by the agent and all names submitted on the Booking Form. The agent has the right to refuse entry to the entire party if this condition is not observed. Exceeding the number of stated and agreed persons will result in immediate eviction without refund of the full rental amount and damage deposit.

## 10. CONDITION OF THE PROPERTY

The property will have been inspected prior to occupation and therefore the guest undertakes to notify the agent immediately with regard to any damage and/or maintenance issues that require attention. The guest shall keep the property and all

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furniture, fixtures, fittings and effects in or about the property in the same state of repair and condition as found at the commencement of the rental. The guest shall leave the property in the same state of cleanliness and general order in which it was found. Failure to do so to the satisfaction of the agent will result in a claim against the damage deposit.

## 11. HOME CONTENTS

Furnishings are subject to change without notice. Furniture, bedding, bath towels, kitchen equipment, utensils or any other property supplied with the rental property must not be moved or taken out of the property. Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged to you. Each property is inspected by the agent at the conclusion of your stay. All contents of the home are the property of the owner. If something should break, you must notify the agent immediately so that a replacement can be arranged. Guests are not permitted to alter the wiring of any television or home theatre equipment. Equipment and facilities are provided at the discretion of the owner and whilst every attempt is made to ensure that such equipment is in working order for the duration of the rental period, should a breakdown or some other situation occur that renders any non-essential appliance unusable, the owner does not take responsibility for replacing or refunding the guest for the lack of use of this equipment. The equipment and facilities referred to include (but are not exclusive to) such items as televisions, DSTV decoders and home theatre equipment. The guest must report any inoperative or defective equipment to the agent promptly. The agent will make every reasonable effort to have repairs made as soon as possible. While every attempt will be made to ensure that all the advertised equipment and appliances are in working order at the commencement of a rental period, no reduction of rent; rebate; or refund will be issued for a mechanical failure of the dishwasher, washing machine, tumble dryer, TV or other appliances. The owner is not liable, nor will provide a refund, for any stoppage of electrical services caused by extreme weather, load shedding by Eskom or other circumstances beyond his control. Similarly, there will be no refunds for inclement weather, conditions at neighbouring properties, or any nuisance afforded by the natural elements of the location such as flying insects or the animal population.

## 12. INTERNET

Wireless internet is provided and is free of charge.

## 13. SMOKING

Smoking of any tobacco products is not permitted inside the house. Guests are welcome to smoke outside, provided they make use of the bins for the cigarette stubs. Failure to adhere to this rule will result in a claim against the damage deposit.

## 14. SUITABILITY

### a) CHILDREN

Guests must accept responsibility for the safety of their children. The property can accommodate up to, and including, two infants under the age of two years. Two camp cots, including bedding, are available on request at no extra charge. If you require the use of the travel cot(s) please indicate this on the booking form. The guest shall accept all liability for the use of the travel cot(s). We do not supply high chairs. The property facilities include a patio upstairs with a balustrade which is not safe barrier for small children. Children of all ages should be supervised.

### b) THE ELDERLY

Older guests with compromised mobility are welcome. There is a chairlift on the staircase up to the bedrooms. The house is wheelchair friendly. Please provide assistance to guests with mobility difficulties. Should there be any specific health or mobility difficulties which may affect a party member, we request that this is pointed out at the initial reservation stage so that the suitability of the property can be established.

## 15. PETS

Pets are permitted by prior arrangement only and subject to the following conditions:

All evidence of pet occupation must be removed from the property at the end of the rental period.

Pets will not be left unattended for an undue length of time, either indoors or out.

Pets are not permitted on any item of furniture, including beds, and evidence of pet hair on furniture and bedding may incur additional cleaning charges.

The guest will provide all pet bedding and towels as required.

Guests are responsible for cleaning up any/all pet refuse.

By law all pets must be up-to-date with rabies and all other vaccinations.

All pets are to be treated with a topical flea and tick repellent three (3) days prior to arrival.

Any pet must be clean and dry before allowing it inside the property.

It is expected that the guests will ensure that the pets are kept safe at all times.

The guest is to ensure that pets behave in such a

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manner as not to disrupt the enjoyment of other people staying in the vicinity or prejudice the reputation of the owner of the property.

The guest shall promptly pick up all dog mess from the garden and not allow their dog to damage the premises. If damages are caused, the cost of the damage may be deducted from the damage deposit.

The owner assumes no responsibility for any illness or injury that may occur to pets or humans while on the property.

## 16. SECURITY

The property is fitted with an alarm system linked to armed response. The guest is not permitted to change or interfere with any settings on the alarm panel. The agent can be contacted should the guest require any assistance. On arrival the guest will be given the necessary information. All windows and doors are to be locked and alarm to be set when leaving the property for any length of time during the stay.

## 17. LOST PROPERTY

The owner does not accept responsibility for any items left behind in the property after the reservation period, but will attempt to locate the lost item(s) if requested to do so. All valuables are to be kept in a safe place and the owner will not be held responsible for any loss or damage due to break-ins or other events.

## 18. WASTE DISPOSAL

Household waste must be disposed of in the bins provided. Black refuse bags can be placed in the municipal bins located on the opposite side of the road on the corner of Atlantic Drive. Collection day is once a week on a Tuesday.

## 19. GENERAL

It is expected of the guests to make sure that none of the occupants during the stay break any laws or become a disturbance to the neighbours. Please note that the property is situated in a residential area and no loud music or parties will be tolerated after 10pm. If this rule is not adhered to, the guests will be requested to leave the property with immediate effect. Also note that no refunds will be paid.

## 20. KEYS

All keys are the responsibility of the guests and must be returned to the agent upon departure from the property.

## 21. CLEANING

The cleaning staff will ensure that the property is clean upon your arrival. If the rental property's

cleanliness upon your arrival does not meet your expectations, please contact the agent immediately. While linens and bath towels are provided, a daily cleaning service is not included in the rental rate. If you require this service please contact the agent when making the booking. Additional costs will apply.

## 22. PARKING

Secure parking is available for one motor vehicle in a double garage. The guest is required to keep the garage door closed at all times except when entering or leaving the property. Parking is available in the driveway for three motor vehicles behind an automated gate. No parking is allowed in front of any neighbouring properties at any time.

## 23. FIREWORKS

No fireworks are permitted in or around the rental property.

## 24. INSURANCE

All guests must ensure that they have sufficient travel insurance cover for the duration of the stay.

## 25. PROPERTY USE

The guest shall use the property for the purpose of a private holiday residence for a maximum of 'agreed' persons only and not for any other purpose whatsoever and the guest must not use the property or any part of it for any improper, immoral or illegal purposes.

## 26. LIABILITY

The guest acknowledges and agrees with the owner that he/she will use the property and its facilities in accordance with the Terms and Conditions above and the information provided and that he/she does so at his/her own risk. No liability is accepted for any other damage, injury, death, loss or inconvenience to you or any member of your party and/or your or their belongings, damage by or to any third party or for damage to any motor vehicle or its contents which may be incurred or in any way connected with the rental. Furthermore, he/she accepts full responsibility for the use of the property and any equipment and agrees to pay for any damage of said equipment, other than for normal wear and tear. The guest shall abide by these Terms and Conditions of rental and any other instructions contained in the Guest Information Book located on the property and any additional information and instructions as shall be supplied by the owner or agent.