



## Guesthomes SA (Pty) Ltd General Terms & Conditions

### 1. Definitions and Interpretation

- \*Reference to any gender shall include the male, female genders as well as the neuter
- \*The headings of the terms are for reference purposes only and shall not be used as a guide for interpretation purposes.
- \*Reference to a natural person includes a juristic person and vice versa
- \*Any reference to the singular includes the plural and vice versa
- \*The following words have the below mentioned meaning, unless the context dictates the contrary
  - *"Booking Software Hub"*- means any software that is used by Guesthomes to facilitate bookings which includes the current Booking Software Hub known as Nightsbridge.
  - *"Guest"* means the person using the Services of Guesthomes that has paid for such Services in full;
  - *"Guesthomes"* means Guesthomes SA (Pty) Ltd (Reg No: 1998/000073/23) comprising of self-catering apartments, 80 Kendal.
  - *"Parties"* means Guesthomes and the Guest
  - *"Services"* means self-catering accommodation provided to the guest by Guesthomes
  - *"Terms"* means the Standard Terms and Conditions of Guesthomes SA (Pty) Ltd

### 2. Introduction

These Standard Terms and Conditions are binding on all guests and visitors of Guesthomes SA (Pty) Ltd (Reg No: 1998/000073/23), a self-catering guesthouse (hereinafter referred to as Guesthomes).

### 3. Acceptance

**By using of the services of Guesthomes or making any bookings, the Guest hereby agrees to these Standard Terms and Conditions (hereinafter referred to as the "Terms").** These Terms are binding on guests and their visitors if they make bookings or if they use the Services. Should any amendments be made in the interim, the Guest and/or visitors are bound by the latest version of the Terms.

### 4. Bookings and Enquiries

- \*When an enquiry is made, a full description of the prospective unit and Services offered are provided to the Guest.
- \*In cases where the Guest wishes to view the unit in person, before their stay, they must make sure that they organise a meeting beforehand so that arrangements for a Guesthomes Representative to meet with the Guest can be made.
- \*Guests may book telephonically, by electronic mail, via websites or any other method approved by Guesthomes.
- \*Bookings on websites:
  - All bookings made on third party websites are linked to a second website that acts as a Booking Software Hub. Guesthomes is in no way affiliated to such third party websites or Booking Software Hubs. Guesthomes shall not be held liable for any errors or omissions that result from any bookings made online, or through such Booking Software Hubs and it is the Guests responsibility to ensure that bookings and payment have in fact taken place.
- \*If Guesthomes confirms a booking by any of the above methods the Guest agrees that the contract has come into existence and cancellation fees may be charged.
- \*In such a booking confirmation Guesthomes will send a full description of the unit and Services as booked by the Guest. The onus is on the Guest to ensure that all of this is correct. Guesthomes is not responsible nor liable for any errors or omissions.
- \*A registration form will be sent along with such a booking confirmation. The Guest shall complete this form and return it to Guesthomes.



### 5. Cancellation and Breakages Deposit (amendments to bookings?)

**\*In the event that the Guest wishes to cancel the booking the Guest must notify Guesthomes immediately by email or by phone.**

**\*Should bookings be made and the Guest subsequently cancels said booking, or fails to arrive on the nominated day the Guest will be liable for cancellation fees to the following amounts:**

- If from 21 to 28 calendar days Guest forfeits 25% of the deposit.
- If from 14 to 21 calendar days Guest forfeits 50% of the deposit
- If from 7 to 14 calendar days Guest forfeits 75% of deposit and less than 7 Calendar days the Guest forfeits the full deposit.
- In the sole discretion of Guesthomes, the deposit may be refunded to the Guest if Guesthomes has been able to re-allocate the unit booked to an alternative Guest for the period of such a Cancellation.

### 6. Payment and Deposits

**\*A deposit is required.** The amount of such a deposit will be communicated to the Guest in writing. Such a deposit is not refundable and is subject to clause 5.2 above.

**\*The fees charged for accommodation will be communicated in writing to the Guest.** The Guest shall pay all the charges as stated in writing by Guesthomes, as booked by the Guest. Such fees include housekeeping charges.

**\*Any other additional charges that are due and payable to Guesthomes shall be paid by the Guest on presentation of an Invoice.**

### 7. Guest obligations and House Rules

**\*PLEASE NOTE: House rules are located in the guest directory and on the wall in the bathrooms. Guest acknowledges and accepts that it knows where to locate such House Rules. The House Rules are in addition to the foregoing locations, listed below.**

**\*Please consider your neighbours during your stay and we ask that noise levels be kept to an acceptable level.** Management discretion in the regard is final.

**\*Consider the environment** - Guest must ensure all lights and appliances are turned off before leaving the unit.

**\*Smoking** is strictly forbidden in the units as prescribed by Law. Smoking is allowed in the allocated smoking areas only.

**\*Please note that 80 Kendal units self-catering apartments.** While some Guests are accommodated from month-to-month, these terms are agreed on a case-by-case basis. Longer-term occupation of a unit is not an indication of long-term leases.

**\*Enquiries/requests** must be directed to the Manager, telephone number 073 847 2586. No request or enquiry will be accepted if given to anyone else. Additional items will only be provided if requested through these contact persons.

**\*All Guests are to please ensure to be vigilant at all times.** Guests must keep all gates and doors closed when leaving and arriving. Guests shall not open the gates for strangers.

**\*Please note washing of dishes is not part of the duties of the housekeeper.** The function of the housekeeper is ensuring that the unit is maintained and kept clean in accordance with the standards as set out by Guesthomes, and not to provide a general service to Guests or visitors.

**\*Pets – NO PETS ALLOWED**

**\*General upkeep of units is the responsibility of the Guest who has to ensure the unit and its contents are kept in a good condition.**

Any damage caused by the guest will result in the guest being charged for replacement or repairs. All utensils, cutlery, crockery and linen are for the responsible use of the guests. Misuse or abuse of any items in the unit can result in Management requesting the guest to leave.



## 8. Disclaimer of Liability

\*Guesthomes is neither responsible nor liable for any loss, costs, expenses, (including legal costs and expenses) injury or death, or damages suffered by the Guest or their visitors, however so arising, whether such damages are general, special, direct, indirect, consequential or otherwise, whether in delict, contract or otherwise, that stem from any acts or omissions of the Guest or any visitors.

### Use of the Guesthomes Services are at the Guests own risk.

\*Guesthomes is neither responsible nor liable for any errors or omissions in any information supplied to the Guest or their visitors, or any damages associated therewith whether such damages are general, special, direct, indirect, consequential or otherwise, whether in delict, contract or otherwise, and includes costs and expenses (including legal costs and expenses).

## 9. Breach and Termination

\*Guesthomes may Terminate this agreement where the Guest:

- Contravenes the provisions of the Terms.
- Is insolvent in the case of an individual and liquidated in the case of a company.
- Entered into an arrangement with his, her or its creditors.
- Declared a prodigal.

\*Such a termination shall be without any prejudice to any of the rights under the Terms or in law that Guesthomes possesses.

## 10. Entire Agreement

\*These Terms, constitute the entire agreement between Guesthomes and the Guest. All previous oral or written agreements or any other representations, prior to these aforementioned agreements are not applicable. Both Guesthomes and the Guest may not rely on any other agreements besides these Terms.

\*No additions or variations to these Terms shall be of any force and effect, unless it is reduced to writing.

\*No representations or warranties have been given by either Party other than warranties that have been expressly given in accordance with these Terms.

## 11. Non-Waiver or Indulgences

\*Any relaxation or indulgence that has been given by either Party shall not be construed as a waiver of any rights it has under these Terms.

\*No relaxation or indulgence shall be construed as a waiver of any rights nor shall such a relaxation or indulgence amount to a novation of these Terms

## 12. Severance

Should any provision in the Terms be declared null and void by a competent Judicial authority, tribunal, or other such authority with competent jurisdiction, this shall not affect the remaining terms and conditions in the Terms, and such provisions so declared as null and void are completely severable from the remaining provisions that are valid and enforceable.

## 13. Jurisdiction

These Terms shall be governed by and subject to the Laws of the Republic of South Africa.

## 14. Copyright

These Terms are subject to Copyright Law. Any unauthorised copying, distribution or use without authority shall constitute a copyright violation and Guesthomes, without prejudice to any further rights it has in law or the Terms, reserves its right to institute legal proceedings against the perpetrator at their cost on an attorney client scale.