

## **IMPORTANT:**

These TERMS AND CONDITIONS set out the terms upon which you contract with Marlene Ferreira t/a Waves Guest House.

1. BOOKING CONDITIONS
2. CONDITIONS OF RESIDENCE
3. USE OF WEBPAGE
4. GENERAL CONDITIONS

### 1. BOOKING CONDITIONS

#### a) MAKING A BOOKING

In order to book accommodation, Waves Guest House requires a deposit of 50% of the rental cost. No contract exists until Waves Guest House has received this amount. Subsequently Waves Guest House will confirm the booking in writing. Should Waves Guest House not receive the deposit within twenty four hours from date of booking request, the reservation will be automatically released.

#### b) PAYMENT OF BALANCE

The remaining balance is due to Waves Guest House fourteen days before arrival (bank transfer/EFT).

#### c) CANCELLATION BY CLIENT

If the client wishes to cancel the booking the person who booked must do so by notifying Waves Guest House in writing. The notice of cancellation will only be effective from the date of its receipt by Waves Guest House, when Waves Guest House will be entitled to retain the following percentage of the total rental costs:

15 days or more before start of rental	Loss of deposit
14 days to 8 days before start of rental	50% of total rental cost
7 days or less before start of rental	100% of total rental cost
100% of rental cost will be forfeited for cancellations between 15 December and 5 January.	

#### d) AMENDMENT CHARGES

In the event that the client wishes to alter the details of a confirmed booking Waves Guest House reserves the right to charge an administration fee of R150.00 per amendment in addition to the increased costs, if any, of the revised arrangements. All amendment requests must be confirmed in writing, signed by the person who made the booking and are subject to availability and re-confirmation by Waves Guest House.

#### e) ALTERATIONS AND CANCELLATION BY Waves Guest House

It is very unlikely that Waves Guest House will have to make any changes to arrangements once these have been confirmed. If this does happen Waves Guest House, will let the client know as soon as possible. If, for any reason beyond Waves Guest House's control, Waves Guest House is unable to provide the client with the room the client has booked, Waves Guest House will cancel the booking and refund the amount paid to Waves Guest House for the room. However, Waves Guest House will not be liable for any cancellation charges for travel arrangements or any further claims by the client or anyone else in the clients' party.

#### f) AUTHORITY TO SIGN

The person who makes the booking certifies that:

- He or she is authorized to agree to these terms and conditions on behalf of all persons named in the booking, including those substituted at a later date.
- The signatory is over eighteen years of age and a member of the party intending to occupy the room.
- He or she agrees to take responsibility for the persons occupying the room during the period of the booking.

### 2. CONDITIONS OF RESIDENCE

#### a) GUEST REGISTRATION FORM

The guest signing the guest registration form, warrants that he is duly authorized to sign for and bind all persons represented by him or for whom he is responsible ("his Party") to these Terms and Conditions and, failing such authority, agrees to be personally liable for all amounts arising from the residence of himself and his Party at Waves Guest House Guesthouse.

b) MAXIMUM NUMBER OF HOUSE GUESTS

Only those persons named on the guest registration form may use the property and under no circumstances may the total number of people sleeping at each room exceed the maximum number stipulated by Waves Guest House. Waves Guest House is entitled to require the client and its party to vacate the room if this rule is not complied with.

c) ARRIVAL AND DEPARTURE TIMES

Arrival and departure times vary but unless otherwise notified the rooms are available from 3PM on the day of arrival until 9AM on the day of departure. Rooms can sometimes be made available earlier or later than this. Please check with Waves Guest House before booking if this is important to the client.

d) INVENTORY

Where an inventory is provided, any discrepancies must be reported to Waves Guest House within 24 hours of arrival, otherwise the inventory will be deemed to be correct.

e) DAMAGE/BREAKAGES

The client is responsible to pay for the cost of any damage, breakages or loss to the property or its contents. Waves Guest House reserves the right to recover any further costs or charges of this nature from the person who signed the booking form in the event that the security deposit proves insufficient.

f) CLEANING SERVICE

Waves Guest House includes cleaning services daily from Monday to Saturday although this cannot be guaranteed. Sundays and Public Holidays are excluded. However, Waves Guest House shall be able to provide a cleaning service to an extra charge on these days. The client is requested to indicate this on the booking form.

g) BEHAVIOUR

The person who signs the guest registration form is responsible for the behavior of everyone using the rental room during the rental period. If anyone in the client's party behaves in an unacceptable manner by civilized standards the entire party may be required by Waves Guest House to vacate the property without prior notice.

In addition, it is the client responsibility, and that of each of the persons named on the guest registration form:

- To pay for any losses or damages to the property, however caused (reasonable wear and tear excluded).
- To take good care of the room and leave it in a clean and tidy condition at the end of the rental period.
- To permit Waves Guest House reasonable access to the room.
- Not to part with possession of the property or share it, other than with members of the party named on the guest registration form.
- Not to cause an annoyance or become a nuisance to occupants of adjoining rooms/neighbours.

h) SMOKING AND PETS

No smoking is allowed on the property. No pets are allowed.

### 3. USE OF WEBPAGE

Welcome to Waves Guest House's website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, govern Waves Guest House relationship with you in relation to this website.

The term "Waves Guest House" or "us" or "we" refers to the owner of the website. The term "you" refers to the user or viewer of our website. The use of this website is subject to the following terms of use:

- a) The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- b) Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or

errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

c) Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

d) This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions

e) All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.

f) Unauthorized use of this website may give to a claim for damages and/or be a criminal offence.

g) From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

h) You may not create a link to this website from another website or document without Waves Guest House prior written consent.

i) Your use of this website and any dispute arising out of such use of the website is subject to the laws of The Republic of South Africa.

#### 4. GENERAL CONDITIONS

##### a) LIABILITY/DISCLAIMER/INDEMNITY

Guest/s attend this establishment at their own risk.

The guest hereby agrees on behalf of himself and the members of his Party that it is a condition of his/their residence at Waves Guest House Guesthouse that neither Waves Guest House Guesthouse, its employees nor agents shall be responsible for any injury or death of any person or the loss or destruction of or damage to any property upon the premises, whether arising from fire, theft or any cause and by whomsoever caused or arising from the negligence or wrongful act of any person in the employment of Waves Guest House Guesthouse.

Therefore Waves Guest House, its agent/s and/or its employee/s ("the Proprietor") shall not be liable for, and the guest/s hereby waive/s and abandon/s any claims for any act, neglect or default for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which any of the persons named on the guest registration form or any of their guests or invitees using the premises may suffer or incur arising out of, or in any way connected with the room rental.

The guest/s, in addition to the aforesaid, hereby indemnify the Proprietor against any claims which may arise from whatever nature, whether arising from the Proprietor's default, negligence or otherwise.

##### b) BREACH OF CONTRACT

If any of these conditions are breached by any of the persons named on the booking form or any of their guests or invitees, Waves Guest House reserves the right to re-enter the room and terminate the rental without prejudice to the other rights and remedies of Waves Guest House.

##### c) COMPLAINTS

All of the descriptions used on Waves Guest House website or otherwise provided to the client are made in good faith and are believed to be accurate. If the client has any complaints or problems during the stay, the client is requested to inform Waves Guest House as soon as possible so that the fault can be remedied. Waves Guest House must stress the importance of bringing complaints or problems to attention in the way during the stay, as Waves Guest House cannot be expected to help if the client only notifies Waves Guest House following the client's return.

In the event that the client vacates the room without authorization during the rental period, the client will lose any rights he might otherwise have had to compensate payments.

##### d) RATES

Rates quoted are:

- Per person per night
- Exclusive of breakfast
- Quoted in South African Rands (ZAR)
- Subject to change without prior notice
- Breakfast charge is non-refundable
- Only Cash or Credit Card payments are accepted. Cheque payments are not accepted.

- All rooms are non-smoking and no pets are allowed.
- The South African government requires that international guests have two blank pages opposite each other in passport.

e) GOVERNING LAW AND JURISDICTION

South African law shall govern the validity, construction and performance of these conditions. Marlene Ferreira t/a Waves Guest House and the persons named on the booking form agree that any dispute between them shall be subject to the exclusive jurisdiction of the South African Courts.