

Standard Terms and Conditions

1. Interpretation

In this Agreement, unless inconsistent with or otherwise indicated by the context,

1. "Manager" means Total Stay, whose full details are set out above;
2. "Agreement" means the Agreement comprising the Reservation Agreement and The Reservation Confirmation;
3. "Deposit" means the payment contemplated in the Reservation Confirmation Attached;
4. "Force Majeure" means any event beyond the reasonable control of a party and which could not reasonably have been foreseen by it at the Signature Date and shall include, but not be limited to, fire, flood, bad weather, act of God, the enactment of any legislation or the act of any other legally constituted authority, any cause or event arising out of or attributable to war;
5. "Inventory" means the comprehensive inventory of all the contents of the Premises provided to the Guest on the Occupation Date;
6. "Nominated Account" means the Nominated Account referred to in the email containing the Reservation Confirmation;
7. "Owner" means the Owner of the Premises, whose full details are available on request;
8. "Occupants" mean the number of Occupants (including the Guest);
9. "Occupation Date" means the date set out in the Reservation Confirmation;
10. "Final Payment Date" means the date exactly 30 days before the Occupation Date, or should the reservation be made less than 30 days before the Occupation Date, the reservation date.
11. "Occupation Period" means the period commencing on the Occupation Date and terminating on the Termination Date;
12. "Parties" means the Manager and the Guest;
13. "Premises" means the property to be rented out as set out in the Reservation Confirmation;
14. "Rental" means the total Rental set out in the Reservation Confirmation;
15. "Schedule" means the Schedule forming part of this Agreement;
16. "Signature Date" means the date of deposit being received, and this Agreement coming into force;
17. "Guest" means the Guest, whose full details are set out in the Reservation Confirmation;
18. "Termination Date" means the date set out in the Reservation Confirmation;
19. "Event" means public or private gathering for more people than the occupants of the property.
20. Any reference to the singular includes the plural and vice versa;
21. Any reference to natural persons includes legal persons and vice versa;
22. Any reference to gender includes the other genders.

If any period is referred to in this agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the day shall be the next succeeding business day. This agreement shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.

2. Introduction

2.1 The Owner is the Owner of the Premises/property.

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2.1.1 The Owner has granted the Manager a mandate to procure Guests for the Premises on the terms and conditions set out in this Agreement.

2.1.2 The Guest wishes to occupy the Premises during the Occupation Period.

2.1.3 This Agreement contains the contractual terms agreed upon between the Parties.

2.2 Reservation of Premises

The Parties agree that in consideration for the reservation of the Premises, and in order to secure this reservation, the Guest must complete a booking with the Manager and shall pay to the Manager the Deposit Amount stipulated in the Reservation Confirmation. The reservation shall not be considered confirmed until such time as the Manager confirms that the deposit has been received and that they are happy to accept the Guest.

2.3 Cancellation

The Parties agree that should the Owner, or the Manager on behalf of the Owner, cancel this Agreement as a result of a breach of the Agreement by the Guest, or the Guest cancels this Agreement for any reason whatsoever, subsequent to the payment of any amount payable by the Guest in terms of this Agreement, then the deposit shall be governed by the terms and conditions stated below:

(a) If the Guest requests a cancellation the following cancellation fees will apply:

- For bookings cancelled more than three months prior to arrival date a 20% cancellation fee is charged.
- For bookings cancelled between 90 and 60 days of arrival date a cancellation fee of 35% of the Rental is charged.
- For bookings cancelled between 60 and 30 days of arrival date a cancellation fee of 50% of the Rental is charged.
- For bookings cancelled less than 30 days from arrival date a cancellation fee of 100% of the Rental is charged.
- Refunds and waiver of cancellation policies are at the discretion of management and the ability to find alternative Guests timeously. We advise all clients to obtain cancellation insurance.

2.3.1 If the Premises should be unsuitable for occupation as a result of a force majeure, the Manager shall be entitled to cancel the reservation Agreement; and the Manager shall reimburse the Guest a pro rata portion of the Rental for the period that the Premises were rendered uninhabitable.

2.3.2 If before or during the Occupation Period, the Manager should cancel this Agreement or the Guest should cancel the reservation Agreement as a result of a breach of any of the terms of the Agreements by the Owner, the Manager shall reimburse a pro rata portion of the Rental for the period that the Guest did not occupy the Premises; 2.3.3 Notwithstanding anything to the contrary herein contained, should the Premises, for any reason whatsoever, not be suitable for occupation by the Guest, resulting in the cancellation of this Agreement, the Guest hereby agrees to authorize the Manager to arrange such alternative accommodation (on the same or similar terms and conditions contained in this Agreement) for the duration or remainder of the Occupation Period.

2.3.4 The Parties further agree that the Manager shall not be liable in any manner whatsoever for any inconvenience and/or loss that the Guest may suffer as a result of any such relocation;

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2.3.5 The Manager shall use its best endeavours to arrange alternative accommodation that is substantially similar to the Premises;

2.3.6 The costs of any such relocation and alternative accommodation arising from a force majeure shall be settled from the Rental paid and should such funds not be sufficient to cover such costs, the balance will be for the Guest's account.

2.3.7 The costs of any such relocation and alternative accommodation arising from the Owner being in breach of this Agreement shall be settled from and limited to amount of the Rental funds paid.

3. Breach

If any party commits any breach of any of the terms and conditions of this Agreement (“the defaulting party”) then the remaining party (“the aggrieved party”) shall be entitled to give the defaulting party 24 (Twenty Four) hours notice to remedy such breach, and if the defaulting party fails to comply with such notice then the aggrieved party shall be entitled, but not obliged, without prejudice to any other rights which the aggrieved party may have in law, including the right to claim damages, to cancel the Agreement; or claim immediate performance and/or payment of all the defaulting party’s obligations in terms hereof.

Should the aggrieved party institute action against the defaulting party pursuant to a breach by the defaulting party of this Agreement, then without prejudice to any of the rights which the Owner may have, the aggrieved party shall be entitled to recover from the defaulting party all costs incurred by it including legal costs (on the scale as between attorney and own client), tracing fees and such collection commission as the aggrieved party is obliged to pay to its attorneys.

4. General

No alteration, cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by all Parties to this Agreement or their duly authorized representatives.

This Agreement cancels and supersedes the terms and conditions of all prior negotiations and Agreements between the Parties.

This document contains the entire Agreement between the Parties relating to these presents and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.

No indulgence, leniency or extension of time which any party may grant or show, shall in any way prejudice such party or preclude it from exercising any of its rights in the future.

APPENDIX 1 – Terms and Conditions of Occupation

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1. Conditions of Reservation

1.1 The reservation of the Premises shall only be confirmed once the deposit payment is received (to be effected by electronic transfer or as otherwise agreed by the Manager) and once the booking has been vetoed and acknowledged as confirmed by Total Stay

1.2 Should the full rental not be paid by the final payment date and should the Guest not pay the full rental within 24 (twenty four) hours of receiving written notice from the Manager that such amount is due and payable, the Manager shall be entitled to cancel this agreement on behalf of the Owner.

1.3 The check-in time for the Premises shall be at or after 14h00 on the occupation date and the checkout time shall be at or before 10h00 on the termination date. After hours check-ins incur an additional charge as per the reservation confirmation.

1.4 The Guest acknowledges that the reservation and rental paid are for short-term accommodation purposes only and may have no claim whatsoever on the premises/property for any other use or purpose.

2. Refundable Breakage and Security Deposit

2.1 The Guest hereby agrees to pay a refundable breakage and security deposit on arrival at the Premises. Accordingly, the Guest undertakes and agrees to sign any documentation required by the Manager in order to freeze the breakage and security deposit. Upon the expiry or earlier termination of this agreement, the Manager shall be entitled to debit the Guest's Credit Card with any amount owing by the Guest to the Owner for any reason whatsoever, and thereafter refund any remaining funds frozen as security. All breakages will be charged at their replacement cost plus an additional charge to absorb administration costs. The Guest hereby authorizes Total Stay to utilize their deposit funds where necessary to cover any breakages or damages to the Premises.

2.2 The Guest may under no circumstances whatsoever set-off monies owing by him under the agreement against the breakage and security deposit.

2.3 Should the Guest cancel the agreement at any time after the occupation date but prior to the termination date, the deposit shall be released to the Guest within 21 (twenty one) days of such cancellation, less any deductions contemplated in terms of the above clauses.

3. Guest's Duties, Rights and Obligations

3.1 The Guest shall -

3.1.1 allow the Manager, at all reasonable times, permission to enter the Premises to inspect same in order to view the condition and state of repair thereof;

3.1.2 not sub-let the whole or any part of the Premises to any third party save with the express written permission of the Manager, which permission may be withheld at the Manager's sole and absolute discretion;

3.1.3 not make any alterations or additions to the Premises;

3.1.4 not do, or omit to do anything, which could damage the Premises, or render any insurance policy in respect of the Premises void or voidable;

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- 3.1.5 refrain from doing anything which is illegal and/or causing any noise or nuisance that would in any way disturb the quiet and peaceful occupation enjoyed by the neighbours of the Premises;
- 3.1.6 comply with the rules of the Body Corporate (if applicable);
- 3.1.7 use the Premises (including, but not limited to, the garden and/or any portion of the land upon which the Premises is situated) only for residential accommodation and the parking bays only for the parking therein of a motor vehicle;
- 3.1.8 bear all outgoing telephone call charges in respect of the Premises with effect from the occupation date. All such telephone charges shall be determined by deducting the telephone meter reading as at the occupation date from the telephone meter reading as at the termination date. It is recorded that all telephone calls are charged at the prevailing Telkom rates as they may be from time to time;
- 3.1.9 keep and maintain the interior of the Premises in good order and condition;
- 3.1.10 make good any damage caused to the Premises by the Guest or any visitor of the Guest;
- 3.1.11 notify the Manager in writing, within 24 (twenty four) hours after the occupation date, of any defects in the Premises, failing which the Guest shall be deemed to have acknowledged that the Premises was received in good order and condition. The Manager undertakes to remedy such defects (if any) as soon as is reasonably possible;
- 3.1.12 notify the Manager in writing, within 24 (twenty four) hours after the occupation date, of the absence of any of the items on the inventory, failing which the Guest shall be deemed to have acknowledged that the inventory is true and correct;
- 3.1.13 not cede and/or delegate any of his rights and/or obligations under this agreement;
- 3.1.14 ensure that refuse does not remain on or outside the Premises, save in the place provided therefore
- 3.1.15 not keep any animals or pets on the Premises;
- 3.1.16 not make duplicates of any of the keys in respect of the Premises, and shall on termination of this agreement, forthwith deliver all keys (including any duplicates thereof) and remote control units to the Manager. For lost keys, fees are applicable at a rate determined by the individual property owner.
- 3.1.17 on termination of this agreement, return and deliver to the Owner the Premises in good order and condition (fair wear and tear excepted); and
- 3.1.18 bear the costs of any additional services requested by the Guest and provided by the Owner and/or Manager which services are not recorded in this Appendix 1.
- 3.1.19 not use the property for any purpose other than standard rental accommodation. Any alternative usage (such as a venue for an event or as a film location) must be agreed in writing with the Manager, prior to occupation, and may be charged at an additional rate.
- 3.1.20 The Guest undertakes to advise the Manager, as soon as is reasonably possible, of any intended increase in the number of occupants who are to occupy the Premises at any time during the occupation period, as well as the duration of their proposed occupancy of the Premises. It is recorded that any such additional occupants shall only be entitled to occupy the Premises with the express written consent of the Manager, which consent may be withheld by

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the Manager in its sole and absolute discretion and upon payment of the additional charge per person as set out in the Schedule.

3.1.21 If the Guest wishes to extend the occupation period, and subject to the Premises being available, this can be arranged with the Manager for an agreed additional rental. Such additional rental shall also be required to be paid

in advance and the deposit shall not be used to pay for such additional rental.

3.1.22 Should the Guest be an alien as defined in terms of the Alien Control Act 96 of 1991, he/she warrants that he/she is in possession of a legal permit issued in terms of said act, which qualifies him/her to rent the Premises. The Guest hereby indemnifies the Manager and the Owner against any penalty and/or fine arising from such breach of the Guest's warranty contained in this clause.

4. Owner's Duties, Rights and Obligations

4.1 The Manager, duly authorized by the Owner, reserves the right to terminate any bookings/stay, should the Guest/occupant behave in a manner, which in the Manager's sole and absolute discretion, is unacceptable or offensive.

4.2 The Owner undertakes to, at its own cost, and for the duration of the occupation period –
(a) ensure that the Premises (including all contents therein) is adequately insured against damage, destruction, and/or any loss which the Owner may suffer as a result of theft or break-in during the occupation period. This insurance should include SASRIA, malicious and accidental damage;

(b) ensure that the Premises is let with all the furnishings, fittings, appliances, equipment and amenities represented by the Owner as being on or forming part of the Premises;

(c) provide a pool service (where necessary) not less than once a week;

(d) provide a gardening service (where necessary) not less than once a week.

(e) the Premises shall be made available in a good and clean condition and all fittings, appliances, equipment and amenities shall be in sound and good working order.

4.3 The Owner further undertakes to and in favour of the Guest that it has and/or will, as soon as is reasonably possible, advise and/or inform the Guest, via the Manager, of any facts and/or changes in circumstances which are material to, and/or may affect the Guest's use and enjoyment of the Premises. This includes, but is not limited to, any alterations or changes to the Premises or neighbouring properties (including renovations, refurbishing, constructions or reconstructions) which may in any way or manner inconvenience, dissatisfy and conflict with the original expectation of the Guest.

5. Manager's Duties, Rights and Obligations

The Manager shall:-

5.1 provide a cleaning service on relevant days as per marketing;

5.2 ensure that linen is changed on relevant days as per marketing;

5.3 ensure that guest relations staff are available to the Guest to attend to respond to queries, within a reasonable amount of time, in person or via telephone;

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6. Guest's Authority

6.1 The Guest hereby warrants to and in favour of the Owner and the Manager that he/she is duly authorized to enter into the reservation agreement and to bind the occupants to the terms and conditions of occupation as set out herein.

6.2 The Guest assumes full responsibility for the obligations of the occupants under this agreement.

7. Non-Liability of Manager

For the avoidance of any doubt it is recorded that the Manager is acting as Manager for the Owner and, accordingly it is agreed that neither the Owner, nor the Guest, shall have any claim against the Manager/Agent arising out of, or pursuant to, the provisions of this agreement.

8. Jurisdiction

8.1 This agreement shall be interpreted and governed in accordance with the laws of the Republic of South Africa. The parties hereby consent to the non-exclusive jurisdiction of the High Court of South Africa, Cape of Good Hope Provincial Division.

8.2 Notwithstanding the provisions of 8.1 above, the Guest hereby, in terms of section 45 of the Magistrates Court Act 32 of 1944 (as amended), consents to the jurisdiction of the Magistrates Court in respect of any action or proceedings which may be instituted against him/her in terms of or arising out of this agreement.

9. Indemnification

9.1 The Guest herewith indemnifies the Owner and the Manager/Agent in respect of any claim whatsoever for any loss, damage, claim, theft, accident or injury to the property and/or person of the Guest or any other person in occupation of the Premises pursuant to the provisions of this agreement, or his/her relative or any third party arising out of the occupation of, or occurring at the Premises during the period which the Guest/ occupants remain in occupation of the Premises. The Guest shall not have any claims of any nature against the Manager or the Owner for any loss, damage or injury which the Guest may directly or indirectly suffer (even if such loss, damage or injury is caused through the negligence of the Manager or the Manager's servants or employees or the Owner) by reason of any latent or patent defects in the Premises or fire in the Premises or theft from the Premises or by reason of the Premises or any part thereof being in a defective condition or state of disrepair or any particular repair not being effected by the Manager or the Owner timeously or at all or arising out of any defect in the water, gas or electricity supply to the Premises or arising out of vis major or any other cause either wholly or partly beyond the Manager's control or the control of the Owner or arising from any other cause whatsoever. The Guest undertakes to pay to the Manager or the Owner an amount equal to any claim made against the Manager or the Owners by anyone for any loss, damage or injury suffered in or on the Premises in consequence of any act or omission by the Guest or any persons under the Guest's control. The Guest indemnifies the Manager and the Owner from any constructional work happening around but not on the "Premises".

9.2 The Guest herewith accepts liability for all minors and all visitors to the property.