

LEGAL: TERMS AND CONDITIONS – HOUSE RULES

Beaches and Bays Guest Accommodation 21 Crassula Road, Bloubaai, W. Cape South Africa

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We thank you for choosing our home for your stay.

We offer 3 different styled comfortable, affordable furnished units with 2 options
“Accommodation only – breakfast on request – extra cost” OR Bed & Breakfast

The accommodation is equipped for tea/coffee making and includes microwave oven, cutlery, crockery, fridge/freezer. Items not allowed/excluded: toaster, stove, pots and pans. Please do not bring these items into the rooms. Main in-house kitchen not available.

STRICTLY NO SMOKING in the rooms or use of any other smoking device. Ashtrays are provided for outside use and we respectfully request that no cigarette butts are to be thrown into the flower beds or anywhere around the garden and premises as this could be a fire hazard.

The burning of candles or any other items of an inflammable nature is STRICTLY forbidden with the exception of at the braai/barbecue area.

Please use the braai/barbecue area in the main garden. After use extinguish all fires completely.

Do not throw hot ash in the garden or in the refuse bins. When ash is cold it must go into refuse bags/bins supplied. You may do so yourself or the Owners/ shall oblige by doing it for you.

Parking for motor car vehicles is behind the security fence on the premises and is for the use of the resident guests only.

Only one parking bay per unit is available.

Parking space might not be available behind the security fence inside the premises for the parking of large vehicles i.e trucks/vans, trailers, mobile caravans, so please enquire if you have this type of vehicle. All parking of vehicles at own risk.

STRICTLY no pets/animals of any kind allowed onto the premises at any time as we are a pet free residence.

Laundry clothes washing may be done off premises or guests may wash their own washing in our washing machine at a cost per load including w/powder. DIY (do it yourself) method.

We offer the use of our washing machine in good faith but we are not responsible for any loss or damage to your clothing caused by the washing machine or whilst the clothing is hanging out on our wash lines.

Wash lines and pegs are provided. Please pay on the day for laundry done on the premises.

STRICTLY no parties /meetings/functions of any kind on the premises

Premises are for the use of the resident guests only. No non- residents/invitees/ allowed on the premises for whatever reason as the premises are not to be used to entertain any other persons.

Please respect each other's need for peace and quiet by not creating too much noise on the premises.

No loud music to be played anywhere on the premises. The premises are to be quiet by 12 midnight every night.

Owners reserve the right to request at any time that all noise /television/music etc sounds to be at a volume so that it does not disturb the other guests who might be residing on the premises at the time.

All guests are kindly requested to behave in a manner so as not to disturb or to cause distress to other guests and/or the Owners and neighbours.

Should a situation arise whereby the Owner/s might require the assistance of the Local Police Authority, the Owners reserve the right to call upon the Local Police Authority/ies for assistance.

The Owners have received many compliments about the relaxed, peaceful and quietness of the residence and we would like it to keep it that way.

Right of admission reserved.

No bookings or accommodation will be given to persons under the age of 18 years old. Proof of I.D required from all guests. We welcome children but in the interest of child safety we advise our guests that our accommodation is not baby /child friendly up the age of 8 years therefore we kindly ask that children of all ages are to be supervised by their respective parent/s or guardian/s at all times. Children or persons of any age who might need to be taken care of must not to be left alone on any part of the premises for any length of time. Please do not allow children to play or roam around the premises unattended especially where cars are moving in and out of the premises. The owner/s nor their staff do not look after children or guests who may need care.

Kitchen cabinets do not lock & some only have open shelves/Tv's are on top of open cabinets and our Unit 1 has steps inside.

Children or persons who are not capable in using the security gate remote controls must not be allowed to play with the security entrance gate remote controls as the security gate could be activated without your or the Owner/s knowledge as this could be a security risk for everybody residing on the premises. The gates could be activated while person or persons or vehicles could be entering or exiting the premises causing injury and or damage.

Security entrance gates to be closed at all times as should all other gates on the premises which is used by yourselves therefore PLEASE lock all doors/gates at all times. Unlocked premises can endanger everybody living on the premises.

No keys or security gate remote controls to be given to non-residents. There is one set of keys and one gate remote control per unit.

There will be a charge levied against the guest/s for lost keys and or remotes controls. Charges shall not exceed the price the owner/s has to pay for the keys and for the remote control settings if this has to be done.

Please keep and leave your rooms in a clean and tidy manner as it was on the day of your arrival.

Units are serviced alternate days excluding these days – Xmas day/New Years day/Good

Friday/Easter Sunday - Please put your refuse outside your unit each day.

Units need to be serviced between the hours of 10am and 2pm if possible.

Your linen might not be the same as shown in the photographs on any of our web pages due to linen changes as well as new linen being purchased from time to time. Our beds have ordinary waterproof mattress covers fitted but guests may want bring their your own special waterproof mattress covers as Owners might not have special types on hand.

Keep heaters away from furniture/bedding/clothing/paper or anything else of a flammable nature. Do not cover the heaters with clothing/towels etc.

Each unit has a lock up safe – please use it at all times to store any valuables you might have as it is your responsibility to look after your valuable items as Owners are not liable for loss or damage to these valuables should they not be locked in the safes supplied in your room.

Items you would need to bring if possible: Kitchen cloths/wash up liquid/beach towels, Cooler bags / braai wood / firelighters.

All equipment and items and products that are supplied on the premises are to be used for the purpose that the item was intended to be used for, e.g a chair/pool lounger is intended only for one person to sit on / beds are for sleeping in and not for jumping on.

All equipment and items/ products are supplied and installed on the premises have been bought and installed in good faith and are of a general household nature.

Please do not overload the electrical sockets with appliances. South Africa uses 250v electrical currency.

The Owner/s shall not be held liable for any injury/ries due to misuse of the equipment, items and products by the guest.

Any item that might need to be replaced or repaired, the Owners shall try to replace/repair that item as soon as possible on being made aware of such item needing repair/replacing but the Owner/s might not be able to do so immediately due to circumstances beyond their control e.g weekends/public holidays/hours of business etc.

The Owners are not obliged to compensate the guest/s in any form should any of the items that are being replaced/repared not be available during any period of their stay nor does the Owner have any obligation to compensate the guests for any other occurrence which might happen due to circumstances beyond his/her control e.g electricity outages and general household equipment breakdowns e.g hot water geysers/water supply and the like. The Owner's shall however assist and try to cause as little inconvenience as possible to the guest/s should any of the above occur. Should a guest/s break or damage an item, please notify the Owner/s immediately so that it can be repaired or replaced as soon as possible. Any broken items are to be paid for by guests if guests break /damage it.

All products and items are to be used in a responsible manner and for its intended usage.

Owners if notified beforehand by entities that electrical outages/water disruptions will be taking place will inform the guest/s.

The swimming pool has a security fence surround with a lockable gate which is to be locked at all times. Guests are issued keys for the pool gate lock and are kindly requested to lock the pool gate when entering or leaving the pool area.

No glass containers (drinking glasses/bottles) in swimming pool area.

All minors and non- swimmers are to be supervised at all times in and around the swimming pool and recreation areas by their parents/guardians.

General safe swimming activities conduct is expected in the swimming pool area. i.e no diving into the pool or splashing water out of the pool which could result in Owners having to fill the pool with water and we might have a water supply crisis at the time.

The Owners reserve the right to request any person/s to leave the swimming pool and recreation area if he/she/they are disrupting the well - being and safety of the Owner/s, other guests or themselves.

This could be whether the guests are on the premises or not as Owner/s may need have to leave the premises for various reasons such as medical/pre- arranged appointments/pleasure/emergencies etc. These appointments could be after the guest/ s has made a booking and they shall be notified beforehand.

The Owners however shall try to avoid making any personal arrangements while guest's are in residence but this might not always be possible.

ENQUIRIES/QUOTATIONS/RATES/BOOKINGS

No 3rd party bookings. e.g tour operators, booking agents, etc

If an enquiry is being made through a third party – i.e other than the resident guest/s, (e.g booking agents/friends/family) this correspondence must be forwarded to inform them of all its contents as owners do not accept any responsibility for any misunderstanding before or on arrival.

All guests must please make their own bookings to avoid any misunderstanding.

Rates quoted are for private bookings only.

Some of our rates are free of any other fees e.g commission.

It is best to book direct with the Owners and save.

Agents/tour companies/third party commissions are not included in rates

Rates exclude any banking fees/charges/commissions etc

Where quotes are being held for a period of time it does not mean that the accommodation is secured and is being reserved during that period. Bookings are on a first come first served basis.

DEPOSIT AND PAYMENT : Cash Only A 50% (fifty) cash or electronic bank transfer is required to secure the accommodation and is required to be banked into our bank account within 2 working/banking days once you have confirmed that you will be booking our accommodation. Accommodation is only secured on receipt of the required funds or deposit. Accommodation is not secured during correspondence between the Owner and guest/s. Once a guest/s has notified us either verbally or in writing that he is booking the accommodation and our banking details have been sent to that guest/s or person nominated by the guest/s to make the deposit, the Owner is obliged to wait for the 2 working /banking days to elapse before offering the accommodation to any other potential guest/s.

Should an enquiry come through for the same period, The Owner may contact the first booking guest during this 2 days banking period to enquire if they would still be placing the required deposit into their bank account.

The period of the 2 banking days will expire by 12 noon on the last day. This period is subject to change depending on booking circumstances. Once the required deposit has been put into our banking account the guest/s must notify the Owner/s immediately of doing so in order for the Owner/s to secure the booking. Proof of payment needs to be sent if possible however proof of payment slips sent to the Owner/s is not a confirmation from the guest that the funds are in our account or cleared by the bank.

Owners do not accept any liability should funds not be cleared in our bank account before any guests arrive as we reserve the right to deny any guests entry and occupation of the accommodation without payment as agreed. Booking is only confirmed once funds have been cleared. Bookings made without any funds being first deposited, the Owner/s require all the monies for the entire length of stay to be paid on arrival in cash, in ZAR currency.

Once a deposit has been made and the guest/s has for their own reason decides to cancel the booking within the prescribed period refunds will only be done once bank clearance has been obtained.

All funds to be free of banking charges. All monies to be paid in ZAR currency. The balance is to be paid in ZAR currency, in full, in cash on day of arrival. No cheques or credit cards. The unit and the premises are for the amount of paying guests only as stated in the booking.

If a single person only rate is quoted and has been paid for, any extra person/s who wishes to occupy the unit has to pay an extra fee at the applicable rate for the unit that is being occupied. This occurrence has to be discussed beforehand with the Owner/s.

If any person other than the booked paying guest/s is found sleeping over on the premises without the Owners prior knowledge we shall demand payment from the guest who signed the registration form and request that this particular guest vacates the premises immediately thereafter. Failing which, the Owners reserve the right to call for the assistance of the Local Authorities to assist with the removal of this person/s. from the premises.

The Owner/s reserve the right to allow or not allow the extra guests accommodation. If a single person only rate is quoted and has been paid for, any extra person/s who wishes to occupy the unit has to pay an extra fee at the applicable rate for the unit that is being occupied. This occurrence has to be discussed beforehand with the Owner/s.

The guest registration form is signed on arrival or you may request it beforehand

EXTENTION OF STAY: Guest/s wishing to extend their stay, during the booking process or already residing on the premises - Owners request full payment beforehand either in Cash or EFT, the latter to be cleared before arrival or check out date. Should this not be possible Cash is to be paid. This aspect also applies to any extra persons wishing to accompany guests after booking period has taken place. Receipts and invoices are issued for all monetary transactions

CANCELLATION & REFUND POLICY

If booking is cancelled : 21 days or more prior to arrival – deposit fully refundable 20 – 14 days prior to arrival - 50% refundable 13 - 0 days prior to arrival - Deposit is non – refundable

All cancellations to be in writing. No verbal cancellations will be accepted.

No refund applicable to the following:

- For non arrival.
- For non – arrival of any guests in a group booking where the rate has been agreed upon, and accepted between ourselves i.e guest/s and owner/s without prior notice given to the Owners as shown in the above cancellation periods.
- Where the amount has been paid for in full and guests in the group fail to arrive.
- For early departure where the Owner/s were not at fault.
- For arrival later than the stipulated dates that were booked.

Check in time : from 2pm to 10pm on day of arrival. Please notify us beforehand if check in time will be later than this time. Should a guests need to check in earlier, this may not be possible as rooms have to be prepared again. Guests may however arrive, leave their luggage and return later in the day to check in.

Check out time : 10am on departure day. Should this not be possible, guests may leave their luggage and return later in the day to collect same.

An extra day's rate may be charged for departures later than 12noon on the departure day.

Consider bringing these items:some warm clothing even in warmer months i.e Spring/Summer as the weather can change daily or on the same day.

Beach towels/ International electric plugs/adaptors / hairdryers/ see our notes on South African electrical voltages.

Whilst every reasonable precaution has been taken to ensure the safety of our guests and their possessions on these premises, the owners and the staff of Beaches and Bays Guest Accommodation will not be held responsible for any loss, damage or injury sustained by whatsoever cause.

Contents contained in our information may be updated from time to time if required by law, without further notice having to be given as well as when guest house and Owner/s circumstances require it.

Contents are not intended to discriminate or offend any persons on the premises.

Contents are and remain the property of Beaches and Bays Guest Accommodation and may not be copied or used by any other entity for their own advertising purposes.

Thanking you once again. Mauwena and Richard Nessworthy - Owners

