

## **LEGAL: TERMS AND CONDITIONS – HOUSE RULES**

Beaches and Bays Guest Accommodation 21 Crassula Road, Bloubergrant. W.Cape South Africa  
Tel:+27 21 5574282 Cell 072 7832666/ 084 4026658

We thank you for choosing our home for your stay. We offer comfortable, affordable furnished Accommodation only in 3 different styles. All our accommodation is equipped for tea/coffee making, microwave oven, cutlery, crockery, fridge/freezer – items not allowed/excluded in the units are toasters, stoves, pots and pans.

We respectfully request 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 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.

There are 3 units on the premises - only one parking bay per unit is available. Owners shall however try to accommodate an extra car if possible should this not cause an inconvenience to other guests. Parking space might not be available behind the security fence inside the premises for the parking of normal size vehicles. Large vehicles i.e trucks/vans, trailers, mobile caravans, please enquire if you have this type of vehicle. Parking space is on a first come first served basis. All parking of vehicles at own risk. Laundry washing be done off premises due to severe water restrictions. Premises are for the use of the resident guests only.

**STRICTLY** no parties /meetings/functions of any kind on the premises. The premises are not to be used to entertain any other persons. No non- residents/invitees/ allowed on the premises for whatever reason. 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.

**Guest Registration forms:** to be completed on arrival and Identity documents/passports to be presented to Owner/s to be photocopied for record purposes. Also a required for any extra guests.

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. The owner/s nor any employees do not look after children or guests who may need care.

We welcome children of all ages but in the interest of child safety we advise our guests that our accommodation is not baby /child friendly up the age of 5 years therefore we kindly ask that children of all ages are to be supervised by their respective parent/s or guardian/s 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/s or vehicles could be entering or exiting the premises causing injury and or damage. Security entrance gates and all other gates on the premises to be closed at all times 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 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. We are a pet free residence therefore STRICTLY no pets/animals of any kind allowed onto or inside the premises at any time. Please keep and leave your rooms in a clean and tidy manner as it was on the day of your occupation. Units are serviced alternate days excluding these days – Xmas day/New Years day/Good Friday/Easter Sunday. Units need to be serviced as early in the day as possible and before 2pm Please put your refuse outside your unit each day. Your linen might not be the same as shown in the photographs on any of our web pages because of linen changes as well as new linen being purchased from time to time. When leaving the rooms for any length of time, please always switch off all electrical items that are not in use as well as before sleeping and keep heaters when on away from furniture, bedding, Clothing, paper or anything of an inflammable 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 that you might have. It is your responsibility to look after your valuable items as owners are not liable for any loss or damage to these items. If possible please advise Owners of valuable stored inside safes. Please bring your own special waterproof mattress cover if you require the use of one as Owners might not have this item on hand. Items you would need to bring if possible: Kitchen cloths/wash up liquid Beach towels, Cooler bags / braai wood / firelighters – Owner/s supply braai tongs and grids. Always bring some warm clothing even in summer. 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. Equipment supplied have been bought and installed in good faith and are of a general household nature and items are to be used in a responsible manner and for its intended usage. Please do not overload the electrical sockets with appliances. South Africa uses 250v electrical currency. Owners if notified beforehand by entities that electrical outages/water disruptions will be taking place he/she will inform the guest's. 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 shall try not to cause undue delay in having repairs done. Owners are not obliged to compensate the guest/s in any form, monetary or otherwise during an occurrence 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. Owners have put safety measures in place to help prevent any undue mishaps that may occur on the premises. Should 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. The Owner's shall however try to cause as little inconvenience as possible to the guest/s should any of the above occur and restore comfort to the guest as speedily as possible. The swimming pool has a security fence surround with a lockable gate. Swimming pool gate 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 as we are often in a water supply crisis. 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. Owner/s will from time to time need to leave the premises unattended but will not do so without notifying the guests beforehand. This could be whether the guests are on the premises or not as Owner/s may 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. 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** We offer a book direct and save method. i.e Owners do not charge any commission fee for direct bookings and guests are encouraged to book direct with the Owners where possible to avoid any extra fees being charged. We do not accept 3rd party bookings. e.g tour operators, booking agents. If an enquiry is being made through a third party – i.e other than the resident guest/s, (e.g booking agents/corporates/friends/family) this correspondence must be forwarded to inform the guest/s who will be residing on the premises all its contents as owners do not accept any responsibility for any misunderstanding before or on arrival. Rates are seasonal and offered as advertised on our RATES pages on our webpages except in the case of booking/s done through booking portals that charge commission/booking fees. Rates exclude any banking fees/charges/commissions etc Where quotes are being held for a period of time this does not mean that the accommodation is secured and is being reserved during that period. Accommodation is only secured receipt of the required deposit and will be confirmed when said funds have been cleared in our bank account. Bookings are on a first come first served basis. Our rate/s may differ between bookings as we often get many varied requests. 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 unit and the premises are for the amount of paying guests only as stated in the booking. 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/ not allow the extra guest/s accommodation. The Owner/s reserve the right to allow/ not allow the extra guest/s accommodation.

**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 In the case of 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. 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 but should an enquiry come through for the same period, The Owner will have to 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. 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. 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 and 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.

**EXTENTION OF STAY:** Only 2 days extention where possible. 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.

Extention of stay if granted does not allow for a guest to become a full time tenant. Receipts and invoices are issued for all monetary transactions. Our guest registration form is to be signed on arrival or you may request it beforehand.

**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. - 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.

Any amount of days that were paid for after guests have checked in, and monies are going to be refunded, Owners reserve the right to refund the monies for the days that are left and those days will not be held over for the accommodation to be used at a later date. Guests must please book again.

For arrival later than the stipulated check in dates that were booked.

If any monies are to be refunded, those monies will only be refunded after monies have been cleared in our bank account and into the same person's bank account where those monies originally came from.

If guests are on the premises, the guest who paid the money will get that money back in cash or into their bank account.

Owners will not enter into disputes of different bank accounts or monies with other guests in the group unless that guest has paid their own portion of the accommodation.

**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.

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 who have enquired or booked and/or are 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

**\*\*\*Please see next page for our Insurers Policy Endorsement 2020 \*\*\***

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Level 1 BEE Contributor

9 April 2020

## Policy Endorsement – General Exclusion

Dear Policyholder

The COVID-19 crisis and its wide-reaching impact continues to unfold across the world with many countries being subjected to experiences similar to ours in South Africa. No doubt these unprecedented circumstances will continue to redefine unforeseen risk in unimaginable ways. All of our decisions continue to be informed by understanding and guidance that is evolving swiftly, while keeping the best interest of our customers, partners and employees, at heart.

On 23 March 2020, we informed your broker that COVID-19 was no longer a fortuitous or unforeseen event and that all new requests for any form of cover will exclude COVID-19 related claims.

It has now become apparent that worldwide reinsurance capacity will only be offered excluding pandemics like COVID-19 etc. In order to ensure that prudent management of our business continues, we regret to advise that effective 1 June 2020, all of our Bryte and Bryte intermediary bespoke policy wordings will be subject to a policy endorsement that is attached for your records.

This endorsement will not impact any cover that may have provided for valid COVID-19 specific related claims. Any such claims will be handled as per the policy terms and conditions in force at the time.

Should you have any questions or require any further information, please contact your broker or your local Bryte office.

Stay safe, and well!

Yours sincerely

A handwritten signature in black ink, appearing to read "Chris Grieve".

Chris Grieve  
Executive Head  
Broker Distribution  
Bryte Insurance