



## CONDITIONS OF LETTING

1. All units are privately owned. Right of admission reserved.
2. **No tenants under the age of 25 are permitted without parental supervision for the duration of their stay. Non-compliance of this shall lead to immediate eviction with no refund of rent.**
3. No dogs or other pets are allowed without special consent.
4. **Cancellation/Refund Policy.**

Cancellations and amendments will attract the following charges:

  - R500 cancellation fee is applicable for cancellations.
  - If the property can be re-let for full duration of the booking, then the full amount (less cancellation fee) will be refunded.
  - 100% of total amount invoiced, if booking is cancelled 0-7 days prior to arrival;
  - 75% of total amount invoiced, if booking is cancelled 8-14 days prior to arrival;
  - 50% of total amount invoiced, if booking is cancelled 15-21 days prior to arrival;
  - In case of shortened length of stay, the cancellation policy will apply for the cancelled nights.
  - No rental refunds will be made in the event that the property is vacated earlier than the period you have booked for.
  - Ballito Accommodation reserves the right not to provide exemptions from its cancellation policy for medical matters or any other unforeseen circumstances.
  - Early departures or cancellations due to inclement weather conditions are fully chargeable.
5. **The maximum number of persons occupying the unit must not exceed the number of beds.** No parties or excessive noise is permitted in any of our houses or apartments. **Failure to adhere to this will result in immediate eviction with no refund of rent.**
6. **Arrival and Departure:**
  - i. Arrival Time : 2:00pm Departure Time: 9:30am
  - ii. Keys will be available at our office Monday to Friday between 2:00pm -7:00pm, Saturdays between 2:00pm – 5:00pm.
  - iii. Arrival after hours (including Sundays after 1:00pm) – keys to be collected from the **Ballito Service Station** kiosk after presentation of the confirmation number.
  - iv. Keys must be returned to the Ballito Accommodation office or placed in the After Hours key deposit slot located in the office window. Tenants will be held responsible for all charges relating to lost keys or keys not returned after vacating the premises.
7. Bed linen (changed once a week) and towels (changed after every 3<sup>rd</sup> day) will only be supplied to the amount of persons given at time of booking. Beach towels are not supplied.
8. On arrival, each booking will be supplied with a starter pack of toiletries (toilet paper, soap, shower gel, body lotion and small dishwashing liquid) and a complimentary tea & coffee pack. Toiletries etc for the duration of the holiday are not supplied.
9. Please check inventory upon arrival. Any shortages or damages must be reported to the office within 12 hours. The inventory is done in good faith; we trust you will advise our office of any breakage and pay to the value of the breakage on departure.
10. If you would like to send items that require cleaning to our laundry, we will collect and deliver at an additional cost.
11. Should TV sets, air conditioning units or electrical appliances go faulty during your stay, we will endeavour to have them repaired or replaced as soon as possible. However, no deduction in rent will be allowed for delays beyond our control.



12. Apartments are serviced daily (surface clean) except on Sundays, Christmas Day and New Years Day.  
**Please note: Cleaning services are compulsory. Kindly inform our office if you do not require our cleaning service to enable us to perform mandatory inspections of the unit.**
13. Tenants and their visitors must abide by the terms and rules of the Body Corporate of the Complex in which they are staying. If these rules are not adhered to, we may be requested by the Body Corporate to evict tenants or guests without any rental refund.
14. Ballito Accommodation reserves the right to substitute alternative accommodation or cancel a confirmation should, for any reason, the original flat/house no longer be available.
15. Sub Letting and camping on the property are NOT permitted.
16. Before vacating the premises, please ensure that the property is in the same condition as it was found and all doors and windows are locked and alarms are set.
17. Whilst Ballito Accommodation tries to ensure all information is correct, we cannot be held responsible for errors or omissions.
18. Neither Ballito Accommodation nor any other person acting for or through or on behalf of Ballito Accommodation shall be liable for any loss or damage, personal injury or wrongful death, loss of income or loss of support claim or punitive damages or any other claim of the tenant or the tenant's representatives or dependants.
19. I agree that this waiver of liability and Indemnity Agreement covers the entire duration of my rental of the accommodation provided to me and I agree to indemnify, hold harmless and defend Ballito Accommodation, its agents and employees, from any and/or all claims made against them arising out of my rental and occupation of the premises.
20. I make this agreement on behalf of myself, my heirs, my agents and any other person claiming through me.
21. Clause 9.2 of the Estate Agents Affairs Board Code of Conduct provides that "an estate agent shall, before he receives any money in trust in respect of sale or lease, disclose to the parties concerned that unless they agree in writing to whom the interest earned on such money must be paid, the interest shall, in terms of Section 32(2)(c) accrue to the Estate Agents Fidelity Fund".
22. In light of the fact that we only do short term holiday rentals Clause 20 is not specifically applicable to our function as a holiday letting agent and therefore, upon payment of the deposit it will be taken that you accept that any interest generated on the deposit paid will be retained by Ballito Accommodation.
23. **On receipt of your deposit you are deemed to have accepted the above Conditions of Letting.**