



## 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 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 at all times must not exceed the number of beds.** No parties, overcrowding 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. Bed linen and Towels:
    - Bed linen and Towels will be changed every 7 days unless otherwise specified in the description of the unit / house.
    - Please click on the link provided in your Confirmation of Booking to see the description on the website.
    - Please contact our office if you would like to arrange for an extra linen or towel change. Additional charges will apply.
  7. Beach towels are not supplied.
  8. Services:
    - The units / house are not serviced unless stated otherwise in the description of the unit.
    - Please click on the link provided on your Confirmation of Booking to see the description on the website.
    - If you would like to schedule any extra daily cleans (full service including beds, bathrooms, floors, dishes and braai), please contact our office 24 hours in advance. Additional charges will apply.
    - Services will be conducted between 8:30am and 16:00pm.
    - No services will be done on Sundays or Public Holidays.
  9. On arrival, each booking will be supplied with a started pack of toiletries (1 roll of toilet paper per bathroom, soap, shower gel, body lotion and a small dishwashing liquid) as well as a complimentary tea & coffee pack. Toiletries for the duration of the holidays are not supplied.
  10. 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.
  11. If you would like to send items that require cleaning to our laundry, we will collect and deliver at an additional cost.



12. 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.
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. Permission is required from Ballito Accommodation for any day visitors to the property.
15. 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.
16. Sub Letting and camping on the property are NOT permitted.
17. 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.
18. Lost Property - Any lost property that is handed in from the units will be kept in the office and disposed of after 1 month if unclaimed. Ballito Accommodation will not be held liable for any lost property.
19. Whilst Ballito Accommodation tries to ensure all information is correct, we cannot be held responsible for errors or omissions.
20. 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.
21. 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.
22. I make this agreement on behalf of myself, my heirs, my agents and any other person claiming through me.
23. 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".
24. 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.
25. Should you fail to make payment as aforesaid or carry out any of your obligations under this agreement, Ballito Accommodation shall without prejudice to its rights, be entitled at its discretion, to recover all expenses, costs and charges which Ballito Accommodation may incur arising out of your breach, including legal costs on an attorney and client scale.
26. **On receipt of your deposit you are deemed to have accepted the above Conditions of Letting.**