

IMPORTANT:

These TERMS AND CONDITIONS set out the terms upon which you contract with Marlene Ferreira t/a Waves Guest House / Twin Oke's self-catering.

1. BOOKING CONDITIONS

2. CONDITIONS OF RESIDENCE

3. USE OF WEBPAGE

4. GENERAL CONDITIONS

1. BOOKING CONDITIONS

a) MAKING A BOOKING:

In order to book accommodation, Waves Guest House / Twin Oke's self-catering requires a deposit of 50% of the rental cost. No contract exists until Waves Guest House / Twin Oke's self-catering has received this amount. Subsequently Waves Guest House / Twin Oke's self-catering will confirm the booking in writing. Should Waves Guest House / Twin Oke's self-catering not receive the deposit within 24 hours from date of booking request, the reservation will be automatically release for re-sale. Management reserves the right to change rates without notice; rates quoted for confirmed bookings will be honored.

b) PAYMENT OF BALANCE:

The remaining balance is due to Waves Guest House / Twin Oke's self-catering fourteen days before arrival. Payment can be made by Bank / Internet transfer (EFT). Any bank charges incurred by Waves Guest House / Twin Okes self-catering in relation to international funds transfers are to be met by the guests and will be added to the balance due on departure.

c) CANCELLATION BY CLIENT:

If the client wishes to cancel the booking the person who booked must do so by notifying Waves Guest House / Twin Okes self-catering in writing. The notice of cancellation will only be effective from the date of its receipt by Waves Guest House / Twin Okes self-catering, when Waves Guest House / Twin Okes self-catering will be entitled to retain the following percentage of the total rental costs:

- 15 days or more before start of rental - forfeit the full deposit
- 14 to 8 days before start of rental - forfeit 50% of total rental cost
- 7 days or less before start of rental - forfeit 100% of total rental cost
- 100% of rental cost will be forfeited for cancellations between 15 December and 5 January
- NO SHOWS will be charged the full accommodation.

d) AMENDMENT CHARGES:

In the event that the client wishes to alter the details of a confirmed booking Waves Guest House / Twin Okes self-catering reserves the right to charge an administration fee of R150.00 per amendment in addition to the increased costs, if any, of the revised arrangements. All amendment requests must be confirmed in writing, signed by the person who made the booking and are subject to availability and re-confirmation by Waves Guest House / Twin Okes self-catering.

e) ALTERATIONS AND CANCELLATION BY:

It is very unlikely that Waves Guest House / Twin Okes self-catering will have to make any changes to arrangements once these have been confirmed. If this does happen Waves Guest House / Twin Okes self-catering, will let the client know as soon as possible. If, for any reason beyond Waves Guest House / Twin Okes self-catering control, Waves Guest House / Twin Okes self-catering is unable to provide the client with the room the client has booked, Waves Guest House / Twin Okes self-catering will cancel the booking and refund the amount paid to Waves Guest House / Twin Okes self-catering for the room. However, Waves Guest House / Twin Okes self-catering will not be liable for any cancellation charges for travel arrangements or any further claims by the client or anyone else in the clients' party.

f) AUTHORITY TO SIGN:

The person who makes the booking certifies that: - He or she is authorized to agree to these terms and conditions on behalf of all persons named in the booking, including those substituted at a later date. The signatory is over eighteen years of age and a member of the party intending to occupy the room. He or she agrees to take responsibility for the persons occupying the room during the period of the booking.

2. CONDITIONS OF RESIDENCE

a) GUEST REGISTRATION FORM

The guest signing the guest registration form, warrants that he is duly authorized to sign for and bind all persons represented by him or for whom he is responsible ("his Party") to these Terms and Conditions and, failing such authority, agrees to be personally liable for all amounts arising from the residence of himself and his Party at Waves Guest House / Twin Okes self-catering.

b) MAXIMUM NUMBER:

Only those persons named on the guest registration form may use the property and under no circumstances may the total number of people sleeping at each room exceed the maximum number stipulated by Waves Guest House / Twin Okes self-catering. Waves Guest House / Twin Okes self-catering is entitled to require the client and its party to vacate the room if this rule is not complied with.

c) ARRIVAL AND DEPARTURE:

TIMES Arrival and departure times vary but unless otherwise notified the rooms are available from **2PM** on the day of arrival until **10AM** on the day of departure. Rooms can sometimes be made available earlier or later than this. Please check with Waves Guest House / Twin Okes self-catering before booking if this is important to the client.

d) INVENTORY:

Where an inventory is provided, any discrepancies must be reported to Waves Guest House / Twin Okes self-catering within 24 hours of arrival, otherwise the inventory will be deemed to be correct.

e) DAMAGE/BREAKAGES

The client is responsible to pay for the cost of any damage, breakages or loss to the property or its contents. Waves Guest House / Twin Okes self-catering reserves the right to recover any further costs or charges of this nature from the person who signed the booking form in the event that the security deposit proves insufficient.

***EXTRAS - (ONLY TWIN OKES SELF-CATERING)**

- A breakage deposit of R1000.00
- The breakage deposit will be forfeited if this booking is cancelled and this will ONLY be refunded once the Inventory has been checked (within 7 days of the departure unless there are breakages of repairs to be resolved). If there are any breakages or repairs affected during the letting period, the replacement costs will be deducted from the breakage deposit. If the breakage deposit is depleted during the lease period, may require a further deposit.
- A once off cleaning fee of R300.00 must be paid with balance of due payment.
- A minimum of 7 days booking at Twin Okes self-catering during High Season. (School Holidays)
- Only sleeps 6 to 10 persons at a time per Unit. (Any extra persons other than paid for will be charged per person / per day).

f) BEHAVIOUR:

If anyone in the client's party behaves in an unacceptable manner by civilized standards the entire party may be required by Waves Guest House / Twin Okes self-catering to vacate the property without prior notice. In addition, it is the client responsibility to pay for any losses or damages to the property, however caused (reasonable wear and tear excluded). To take good care of the room and leave it in a clean and tidy condition at the end of the rental period. - To permit Waves Guest House / Twin Okes self-catering reasonable access to the room. Not to part with possession of the property or share it. Not to cause an annoyance or become a nuisance to occupants of adjoining rooms/neighbors.

3. USE OF WEBPAGE:

Welcome to Waves Guest House / Twin Okes self-catering website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, govern Waves Guest House / Twin Okes self-catering relationship with you in relation to this website. The term "Waves Guest House / Twin Okes self-catering" or "us" or "we" refers to the owner of the website. The term "you" refers to the user or viewer of our website. The use of this website is subject to the following terms of use: a) The content of the pages of this website is for your general information and use only. It is subject to change without notice. b) Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

c) Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements. d) This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions e) All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website. f) Unauthorized use of this website may give to a claim for damages and/or be a criminal offence. g) From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s). h) You may not create a link to this website from another website or document without Waves Guest House / Twin Okes self-catering prior written consent. i) Your use of this website and any dispute arising out of such use of the website is subject to the laws of The Republic of South Africa.

4. GENERAL CONDITIONS

a) RATES /RULES

- Rates quoted per person per night.
- Exclusive of Breakfast.
- Quoted in South African Rand (ZAR).
- Subject to change without prior notice.
- **Waves Guest House:** Maximum of two people per room and **no** minimum booking.
- **Twin Okes self-catering:** Only sleeps 6 to 10 persons at a time per Unit. (Any extra persons other than paid for will be charged per person / per day) and a minimum of 7 days booking at **Twin Okes self-catering** only during High Season. (School Holidays)
- **Twin Okes self-catering:** Air conditioners (Rooms only) – must NOT be left on whilst premises are unoccupied (Gone to the beach)
- In line with the current legislation and the accepted norm in the hospitality industry, **no smoking** is allowed inside any accommodation facility.

- **Strictly no pets allowed**, unless authorized by the owners.
- Furniture may not be used outside the building. **Twin Okes self-catering** - camp chairs may be used outside but cannot be removed from premises. (Take to the beach)
- Insurance is your responsibility to take out the appropriate personal travel insurance
- The Lessee undertakes to leave the premises in the same order in which it was received.
- The Lessee shall not have the right to cede or assign this lease or sublet the whole or any portion of the property hereby let. The Lessor shall have the right to inspect the premises at any reasonable time.
- The Lessee undertakes to check the inventory within 24 hours of arrival and report to the Lessor if there are any discrepancies.

b) COMPLAINTS

If the guest has any complaints or problems during the stay, the guest is requested to inform Waves Guest House / Twin Okes self-catering as soon as possible so that the fault can be remedied. Waves Guest House / Twin Okes self-catering must stress the importance of bringing complaints or problems to attention in the way during the stay, as Waves Guest House / Twin Okes self-catering cannot be expected to help if the guest only notifies Waves Guest House / Twin Okes self-catering following the guest return. In the event that the guest vacates the room without authorization during the rental period, the guest will lose any rights he might otherwise have had to compensate payments.

c) BREACH OF CONTRACT

If any of these conditions are breached by any of the persons named on the booking form or any of their guests or invitees, Waves Guest House / Twin Okes self-catering reserves the right to re-enter the room and terminate the rental without prejudice to the other rights and remedies of Waves Guest House / Twin Okes self-catering.

d) LIMITATION OF LIABILITY

- Guests agree on behalf of themselves and the members of their parties/invites that neither the establishment, its owners, employees nor agents shall be responsible for any injury or death of any person or the loss or destruction of or damage to any property upon the premises, whether arising from fire, theft or any cause and by whomsoever caused or arising from the negligence (gross or otherwise) or wrongful act of any person in the employment of the guesthouse.
- The hirer does hereby indemnify the owners against the owners for any loss or damage sustained or suffered by such claimant whilst on or at the premises.
- Any damage caused by guests to property and premises due to bad behavior or carelessness, or keys lost and replaced for security reasons will be for the guests account.

By paying the deposit it is accepted that you agree to above Terms and Conditions