

STANDARD TERMS AND CONDITIONS OF SHORT-TERM RENTAL

1. These standard terms and conditions shall apply to the short-term rental of the immovable property (or any part thereof) situated at 15 Duyker Eiland Rd, Duyker Eiland and you (the tenant) expressly agree hereto.
 2. The tenant acknowledges that paying the deposit (equal to 50% of the total rental) reserves his or her booking for the short-term rental of the property for the dates indicated on the booking form. The tenant acknowledges and agrees that the deposit is non-refundable, subject to the provisions of clauses 3, 4 and 9 below and/or the cancellation policy. Failure to make payment of the deposit within 3 (three) days will result in the forfeiture of your proposed booking.
 3. The remaining balance of the rental amount must be paid at least 10 (ten) days prior to the date of arrival, failing which your reservation will lapse and you will forfeit the deposit with no liability to the property owner or rental agent.
 4. If the property cannot be occupied due to unforeseen circumstances that render the property uninhabitable before the occupation date, the tenant will be refunded in full by the property owner or rental agent.
 5. The tenant shall remain responsible for the total amount of the rental, even if he or she decides to vacate the property before the departure date and shall not be entitled to receive a refund of any nature whatsoever.
 6. Cancellation policy: If the tenant decides that he or she will not proceed with the rental after deposit (or remaining balance) has been paid, then the following cancellation policy shall be applicable:
 - 6.1 If the booking is cancelled 60 days or more prior to date of arrival, a cancellation fee of 20% of the deposit value shall be charged.
 - 6.2 If the booking is cancelled between 21 and 59 days prior to arrival, then a cancellation fee of 40% of the deposit value shall be charged.
 - 6.3 If the booking is cancelled 20 days or less prior to date of arrival, then a cancellation fee of 100% of the deposit will be charged, subject thereto that if the total rental amount was paid, a cancellation fee of 100% of the total rental amount will be charged.
 - 6.4 In the event of any cancellation due to any COVID 19 travel restrictions or COVID 19 related matters the reservation or booking can be transferred to a new date.
 - 6.5 In the event of a cancellation, the tenant is permitted to transfer the reservation or booking with the consent of the property owner to another date.
 - 6.6 If the cancellation is due to death or hospitalisation, the deposit will be fully refunded. Proof of the aforementioned must be provided to the property owner or rental agent.
 7. No subletting of the property or any part thereof is allowed.
 8. The standard check-in time is 14h00 and the standard check-out time is 11h00.
 9. It is a specific requirement of the lease that a retention amount (breakage deposit) be used for the replacement of damaged or missing items on the inventory, repair, replacement of damage to furniture or fittings, special hire charges and any abnormal cleaning charges. The rental agent shall from time to time advise the amount required as a breakage deposit. Failure to adhere to the provisions of this clause shall result in the immediate cancellation of your reservation and/or booking forfeiting the deposit already paid. Breakage deposits will be refunded within 30 days after the date of departure.
 10. The property is accepted "as is", including all furniture, fittings and accessories, "voetstoots" and in the condition in which they are found, and shall be left in the same order and good condition, fair wear and tear excepted. The property owner and rental agent takes no responsibility for the breakdown or malfunction of appliances during your tenancy; however, we will make every effort to repair any faulty appliances which are reported to us. The tenant shall be responsible for any and all damages, lost items and/or breakages during your occupancy. A full inventory of the contents of the house will be found in the house and should be checked on arrival. Any shortfall must be reported to the rental agent immediately, otherwise it will be assumed that the inventories are correct. The tenant is expected to leave the property in the condition it was found on arrival.
 11. If an alarm system is present, it must be armed whenever possible. All household items, furniture (including patio furniture) to be stored in house overnight and whilst the property is unoccupied. Tenants will be held responsible for all/any losses and damages should the above not be adhered to.
 12. Only the tenant and those persons specified in the booking form may occupy the property. No other persons are permitted on or near the property without the property owner or rental agent's consent. Should other persons use or occupy the property, an additional fee of R700.00 per person per night will be charged.
 13. No pets are allowed.
 14. The property is a private dwelling and may not be used for any functions, parties or anything similar in nature.
 15. No smoking inside the property is allowed.
 16. The property owner or rental agent will process the personal information of the tenant. The tenant consents that their personal information may be processed as contemplated in this agreement.
 17. In the event of any dispute arising out of this tenancy, the tenant hereby consents (in terms of Section 45 read with Section 28 of Act 32 of 1944 as amended) to the jurisdiction of the Vredenburg Magistrate Court for the determination of such issue.
 18. Bank charges incurred on cash deposits and international money transfers and refunds will be for the tenant's account. The property owner or rental agent reserves the right to refuse payment by credit card at their discretion.
 19. The tenant acknowledges and agrees that he/she, and/or any occupants of the property, occupies the property at their own risk. In the event of an accident or injury, the property owner and/or property agent accepts no responsibility for any loss or damage of whatsoever nature that may arise during the tenant's occupation of the property, and the tenant herewith indemnifies and holds the property owner and/or property agent harmless from and against any claim of any nature whatsoever from whomever whatsoever.
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