

TERMS AND CONDITIONS OF WELTERUSTEN GUESTHOUSE

Thank you for choosing to stay with us, we hope you will enjoy your stay and come again.

The following Terms and Conditions apply to your booking. They form the terms of a legally binding contract between Welterusten Guesthouse and you:

1. BINDING NATURE

- 1.1. The provisions and policies of these Terms and Conditions, and the duties of a guest in relation to the use, occupation and enjoyment of his room/s and the use and enjoyment of the common property shall be binding on all guests and occupiers, and it shall be the duty of the guest to ensure compliance with these rules by the occupiers of his room/s, including family members, guests and visitors of his room/s. Any dispute between us will be governed by the law of the South African Courts.
- 1.2. By signing the Welterusten Guesthouse Quotation/Invoice or make a booking through one of our booking sites you are accepting Welterusten Guesthouse Terms and Conditions.
- 1.3. By signing this Terms and Conditions you accept the room/s you booked as is.
- 1.4. The person who signed the Quotation/Invoice or made a booking through one of our booking sites is deemed to be responsible for this contract, the full payment of the Invoice/s, his/her actions and those of any of his/her party.
- 1.5. Should you contravene this policy Welterusten Guesthouse reserves the right to terminate your service. If your service has been terminated you will have to leave the premises promptly and charged in full for your entire term of accommodation. Access to your room and access to the security gate will be taken away. If you do not leave the premises promptly you will be escorted out of the property by our security company.

2. BOOKINGS

- 2.1. When you book directly with us the following booking policy applies:
 - 2.1.1. A 60% deposit is required at the time of booking, to be paid by electronic transfer (EFT) to Welterusten Guesthouse when you make a direct booking with us. When you make a booking through one of our booking sites you pay the 60% deposit to the booking company.
 - 2.1.2. Upon check-in the balance of the quoted amount is payable by electronic transfer (EFT) or cash to Welterusten Guesthouse. Deposits are not refundable in the event of non-arrival.
 - 2.1.3. When making a direct booking your booking will be regarded as provisional until we acknowledge receipt of your:
 - 2.1.3.1. Completed and signed Quotation/Invoice.
 - 2.1.3.2. A readable copy of your ID or passport.
 - 2.1.3.3. Deposit payment confirmed in our account.
 - 2.1.4. Your booking will automatically be cancelled if your documents and deposit stated in paragraph 2.1 are not received by the due date.
- 2.2. When you book through a Booking site:
 - 2.2.1. The Booking policy of the Booking site also applies.
- 2.3. The quoted price is binding and final, irrespective of prices on the guesthouse website or any other advertisements.
- 2.4. Children under the age of 18 cannot occupy a room unaccompanied by an adult.
- 2.5. No persons other than those quoted for and booked are permitted to share the accommodation. In the event that it is possible to accommodate any extra person/s in the same room, an additional charge will become payable. The final decision regarding the accommodation of additional persons in the same room rests entirely with the Management of Welterusten Guesthouse.

3. CHECK-IN AND CHECK-OUT AND PAYMENT

- 3.1. You will be able to check-in between 15:00 and 18:00. Arrivals after 18:00 are by prior arrangement only. Please phone in advance to advise us of your estimated time of arrival in case it is after 18:00.
- 3.2. If you do not arrive by 20:00 and prior arrangements have not been made, it will be treated it as a non-arrival and your booking will be cancelled.
- 3.3. Rooms must be vacated by 10:00 on the day of departure.
- 3.4. Guests are required at check-in to show a photo ID and the card with witch payment was made.
- 3.5. Upon check-in the outstanding balance of the Quotation/Invoice amount is payable. For completion the guest must print his/her name and surname, sign and date the invoice. To access the security gates guests will be registered on the guesthouse's security system. To open the security gate guests have to phone the gate number with their working cell phone with air-time. The key/s of the room/s that you receive upon check-in must be handed back in good order when you check-out.
- 3.6. The Breakage Deposit must be paid for the Loft Cottage and Family Room in cash upon check-in.
- 3.7. If upon check-in payment is not made in full, and the Invoice is not completed and signed, your accommodation will immediately and automatically be cancelled and your service terminated as described in paragraph 1.5.
- 3.8. Any extras incurred will be payable on the day the service is rendered.
- 3.9. In the event that your account becomes arrears a 10% interest will be charged on arrears of more than 30 days.
- 3.10. All rates are in South African Rand and include VAT.

4. CODE OF CONDUCT

- 4.1. All guests including the family members, other guests and visitors shall use and enjoy their rooms and common property in such a manner as not to interfere unreasonably with the use and enjoyment thereof by other guests and occupiers or other persons lawfully on the premises. This includes the following:
 - 4.1.1. The provisions of the Occupational Health and Safety Act, No. 85 of 1993 shall be adhered to and the safety of all people and properties on the premises shall not be compromised.
 - 4.1.2. Noise levels shall be kept low enough not to disturb other guests. No music players are allowed on the property. Quiet time is from 22:00 at night to 07:00 in the morning.
 - 4.1.3. Other guests' and personnel's property and information shall be respected and left alone.
 - 4.1.4. No harassment or abusing of other persons on the premises.
 - 4.1.5. No drugs, drunkenness, promiscuity, indecency, and rowdiness on the premises.
 - 4.1.6. Photos, audio and video may only be taken of other guests or personnel only by their explicit consent.
 - 4.1.7. Drones may only be used on the premises by permission of Management.
- 4.2. Visitors are only allowed by prior arrangement with management. Management will determine the number of visitors allowed at their sole discretion. No visitors allowed on the property during quiet time (22:00 to 07:00).
- 4.3. When you leave the room, appliances must be switched off, except phone, tablet and laptop chargers and fridges, to reduce electricity consumption. Heaters must not be used continuously. The service is for moderate electricity and water usage.

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- 4.4. No smoking inside the buildings. Smoking can be done on the balcony/patio or in the garden, except if the other guests do complain. No smoking-water pipes or candles are allowed on the property.
- 4.5. One parking space is allocated on the premises to each room; other guests and visitors must park outside the premises. You are responsible not to soil the parking space, such as oil leaking from your car. If your car did soil the parking space, the Guesthouse will have it cleaned and you will be billed accordingly.
- 4.6. Washing may not be hung in any visible place in or about the premises except at the designated drying area. No ironing of clothes in the rooms. If you need ironing done ask management. You will be directed to a designated area with equipment where you yourself can do the ironing.
- 4.7. Take all reasonable measures to prevent blockage and obstructions from occurring in the drains, sewerage pipes and water pipes serving the premises.
- 4.8. No animals may be brought onto the premises.
- 4.9. Any extra services must be requested from management and will be paid extra for, if supplied.
- 4.10. You are responsible to keep your property and information safe and secure in your room, on your person or in your locked vehicle. Vehicles left on our premises are parked at your own risk.
- 4.11. Extra care must be taken when using the braai facilities, the pool facilities and using of staircases and balconies. Children around these facilities must be under constant adult supervision.

5. CANCELLATION BY YOU

- 5.1. Should you need to cancel your booking for any reason, the following cancellation fees apply:
 - 5.1.1. When you book directly with us:
 - 5.1.1.1. Cancellation more than 30 days before arrival – 100% deposit refundable.
 - 5.1.1.2. Cancellation between 30 days and 8 days before arrival – 50% of the deposit is refundable.
 - 5.1.1.3. Cancellation 7 days or less before arrival – deposit is non-refundable.
 - 5.1.2. When you book through a Booking site:
 - 5.1.2.1. The Cancellation policy of the Booking site applies.

6. DAMAGE, BREAKAGE AND LOSS

- 6.1. All rooms are inspected following your check out.
- 6.2. Any damage or breakage to the room(s) occupied, the value thereof will be deducted from the Breakage Deposit. If the value of the damage or breakage is more than the Breakage Deposit, the balance will be recovered from the guest according to paragraph 6.3 of the Terms and Conditions.
The balance of the Breakage Deposit will be paid back into the guests designated account within 7 days by way of EFT.
- 6.3. You will be charged for any damage or breakages which we consider being deliberately or recklessly caused, for any soiled items, any items discovered missing after your departure, or for the cost of the room for any time period for which it is considered unusable due to damage. You will be notified of any charges by email or phone as soon as is reasonably practicable. This needs to be paid within 7 days of notification.
- 6.4. Lost keys or remote controls of your room will be charged at R300 per set.

7. LONGER TERM OCCUPATION

- 7.1. A deposit for longer term occupation, not the same as the deposit referred to in paragraph 2.1 and 2.2, must be paid to secure the room. The amount of the deposit will be determined by management.
- 7.2. Upon check-in an inventory must be signed that sets out the furnishings and appliances in the room.
- 7.3. Upon check-out the inventory will be checked and signed to determine that all the furnishings and appliances are in good working order.
- 7.4. Any cost of replacement or repair of the furnishings and appliances as stated in the inventory, or repair or maintenance to the room will be deducted from the deposit. The remainder of the deposit will be paid back into the guest's bank account within 14 days of check-out.

8. REASONABLE ACCESS TO THE ROOM

- 8.1. Management or his authorised representative shall at all reasonable times have access to inspect the room for service, maintenance or reparation of any damages, or allow a prospective guest or purchaser to view the exterior or interior of the room. The guests of the relevant room/s will be notified in reasonable time before the room/s are accessed.
- 8.2. Cleaners have access to the rooms for service between 10:00 and 16:00 during weekdays. It is the guests' responsibility to keep their valuables safe and secure.

9. LIABILITY

- 9.1. This is private property.
- 9.2. Right of admission is reserved.
- 9.3. All persons enter these premises at their own risk.
- 9.4. Use of these premises are subject to Welterusten Guesthouse Terms and Conditions.
- 9.5. These premises are under CCTV surveillance. Video and audio may be recorded for security purposes.

9.6. DISCLAIMER

- 9.6.1. Any person present on the premises or using any of the services or facilities of Welterusten Guesthouse does so entirely at his own risk. No person shall have any claim against the Guesthouse of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The Guesthouse shall not be liable for any death, injury, loss or damage of any description that any person may sustain, physically or to his property directly or indirectly, on the premises, nor for any act done or for any neglect on the part of the Guesthouse or any of its employees, agents or contractors.

10. RELAXATION OF TERMS AND CONDITIONS

- 10.1. No indulgence or relaxation in respect of these Terms and Conditions shall constitute a waiver or consent, or prevent their enforcement by Welterusten Guesthouse and its employees at any time.