

STANDARD TERMS AND CONDITIONS OF RENTAL CONTRACT

1. Interpretations, in these standard terms and conditions of contract:

- a.) the headings to the clauses are for reference purposes only and shall not aid in the interpretation of the clauses to which they relate;
- b.) unless the context clearly indicates a contrary intention, words importing one gender includes the other two genders, the singular includes the plural and vice versa, and natural persons include created entities (corporate or incorporate) and vice versa;
- c.) "Client" means the person/s named on the booking form and who contracts with the Owner on the terms and conditions hereunder. The client shall also include any agent who makes any booking of third party clients in respect of a booking. Such agent, as well as the persons named on the booking form, shall be jointly and severally liable to the Owner for the performance of their obligations in terms of these standard terms and conditions, as well as any contract/s made pursuant thereto;
- d.) "Premises" means the villa at 45 Strathmore Road, Camps Bay;
- f.) "Services" means the provision of accommodation for the client in South Africa.
- g.) "Owner" means the owner of the property;
- h.) "Manager" means the manager of the property, appointed by the Owner.

2. APPLICABILITY OF STANDARD TERMS AND CONDITIONS OF CONTRACT

All and any business or contracts undertaken or advice, information or services rendered by the Owner, in connection with the services, whether gratuitous or not, is undertaken and provided in accordance with these standard terms and conditions of contract. There are no representations, warranties or conditions expressed or implied, statutory or otherwise, except those herein contained and no agreement, collateral hereto, shall be binding upon either party unless reduced to writing hereon or attached hereto and signed by the Client.

3. QUOTATIONS, PAYMENT AND CURRENCY FLUCTUATIONS

3.1 All quotations given by in connection with the services to a Client shall be in writing and shall be in the currency specified or in South African Rand. Such quotations shall be inclusive of South African value added tax (where applicable). Other currencies are possible and must be quoted on the booking form. Acceptance of any quotation by a client shall be in writing.

3.2 All payments to be made by a Client shall be free of exchange, deduction or set-off or whatsoever nature. Payments shall be made by the client by way of direct transfer. The client shall provide the forthwith, upon making any payment, with written proof thereof. The surname of the Client in which booking was made shall at all times be reflected on the proof of payment.

4. ITEMS NOT INCLUDED IN BOOKING

Certain items are not included in the cost of the booking. These costs are the responsibility of the Client including, but without limiting the generality of the foregoing, the costs of insurances cover for cancellation and curtailment, repatriation costs, medical expenses and emergency evacuation, not reflected on the booking reservation.

5. BOOKING PROCEDURE

5.1 In order to secure a Booking, the Client shall complete in writing and dispatch the Reservation Confirmation and simultaneously, the Client shall pay 50% (fifty percent) of the quoted cost for the services. In the event of the deposit not being paid aforesaid within 48 hours upon signing of the booking confirmation, the provisional booking shall lapse. Upon receipt of the balance of the monies due from the client, the booking shall be confirmed. If balance of the monies due from the client is not received 60 days prior to arrival the booking will be automatically cancelled and the deposit will be forfeited. In the event of the client wishing to amend his reservation in any way, the Owner may elect, in its sole discretion and without obligation, to do so.

5.2 The Owner requires a security and breakages deposit, as specified in the Reservation Confirmation. This is a holding payment, which will only be exercised in the event of damages to the property. In the event of damages clients will be informed in writing within 7 working days of their departure. The damages will then be claimed against their invoice. Damages are not limited to the specified amount and should the damages to the property exceed this amount then the client will be held liable for any additional costs over and above the holding deposit.

5.3 The property is accepted as including all furniture, fittings and accessories 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 Owner takes no responsibility for the breakdown or malfunction of appliances during the stay of the Client, however, every effort will be made to repair any faulty appliances which are reported. The Client shall be responsible for any shortages, breakages during his occupancy. The Clients are expected to leave the premises in the condition they found it on arrival.

5.4 Check in time is from 14:00 onwards. For an early morning arrival, Client is advised to book for the night before as the property may only be ready for occupation at 14:00 on the day of arrival. The arrival details and check in form

must be email at least 48 hours prior to the client's arrival to e.finger@fortyfive.co.za. Failure to do so can result in unnecessary delays for which no liability will be accepted.

5.5 Client must report any damages to the apartment within 24 hours of arrival, failing which the apartment will be deemed to have been in good order. The Manager will endeavor to make good any damages reported by the client within 2 days of receipt of the report from the Client.

5.6 Check out time is 10:00 on the day of departure. Late check-out may result in penalty fees as there are usually more guests arriving the day the client leaves. The client shall upon departure hand over all keys (including remote controls) to the Manager. Any lost keys or keys not returned will result in lock and keys being replaced at the clients cost and will be deducted from the security and breakages deposit.

5.7 The Client confirms that he has read and understood the description of the premises that he has chosen as displayed on the website www.fortyfive.co.za.

6. CANCELLATIONS AND REFUNDS

6.1 Cancellations of confirmed bookings for whatever reason may only take place according to the procedure outlined in this clause. All requests for cancellations shall be made by the client in writing and shall only be effective on the date of actual receipt. The following cancellation fees shall be applicable and shall be calculated by reference to the total booking cost of the services booked for by the client.

- Bookings cancelled more than 90 days prior to arrival date pay a 10% cancellation fee.
- Bookings cancelled between 90 and 61 days of arrival date pay a 25% cancellation fee.
- Bookings cancelled between 60 and 31 days of arrival date pay a 50% cancellation fee.
- Bookings cancelled less than 30 days from arrival date pay a 100% cancellation fee.

6.2 Any cancellations made, in terms of these standard trading conditions shall be subject to the following deductions and administrative charges:

- Direct bank deposits: the relevant cancellation fee, less actual bank charges debited by the bank.
- Forex transfers: the relevant cancellation fee, less actual bank charges debited by the bank.

7. ALTERATIONS TO ITINERARIES

7.1 The Owner has the right at any time, and in its sole discretion, to amend or cancel any of the services or the remainder thereof, or to make any alteration in accommodation in the event of the services or any part thereof rendered impossible, illegal or inadvisable due to force majeure, the definition of which including war, strike, civil strife, riot, industrial dispute, natural or nuclear disaster, fire, adverse weather conditions, governmental interference or any other external circumstances beyond the Owner's control.

7.2 Any extra costs and expenses occasioned as a result of an alteration to or cancellation of itineraries as provided for in clause 7.1 above shall be payable by the Client.

8. CLEANING SERVICES

8.1 Cleaning services are procured by third party suppliers and are available 6 days per week (excluding Saturday) or as agreed upon confirmation. The cleaning staff will only perform the following duties: Make beds, rooms and clean bathrooms and toilets daily; change bed linen (weekly); sweep, mop, and dust the premises if dirty and when necessary, wash the crockery and cutlery. The Client may arrange in writing for any additional cleaning services.

8.2 Client must ensure that all bed linen and towels which need to be changed must be placed in the bath or on the bathroom floor for collection.

8.3 In the event of a disruption of the cleaning services the Manager will endeavor to find a replacement cleaner within a reasonable time.

9. TELEPHONE AND INTERNET ACCESS

9.1 Telephone and Internet connections are available at the Premises. Telephone usage for local calls are included in the rent. International calls – only in emergency cases - are for the account of the Client and are to be paid by the Client.

9.2 Internet usage with 10 Gigabyte /week is provided for unless an alternative arrangement is made in writing.

10. FAIR USAGE POLICY

Included in the cost of booking is the charge for the use and consumption by the Client of all electricity and water consumed upon the Premises. Clients are kindly requested to use electricity and water sparingly and only according to their needs. In the unlikely event that a Client uses and consumes a disproportionate amount of electricity and water

then the Owner has the sole discretion to deduct any amount which it thinks fit, from the security and breakages deposit referred to in clause 6.3 above.

11. SUNDRY DUTIES OF THE CLIENT

11.1 The Client shall;

- a) keep the Premises clean, tidy, and habitable;
- b) not use the Premises or allow them to be used, in whole or part, for any purpose other than that of a private dwelling; THIS IS NOT A PARTY HOUSE (!!)
- c) take all reasonable measures to protect the Premises and all parts thereof (including all fixtures, fittings, appurtenances, appliances and keys) from abuse, damage, destruction, and theft;
- d) not place or leave any article or other thing in or about any passage, lift, stairway, pathway, parking garage, or other common part of the Building so as to cause a nuisance or obstruction;
- e) not bring into the Premises or the Building any article which, by reason of its weight or other characteristics, is liable to cause damage to the Building or the Premises;
- f) not contravene any of the conditions of title of the Property or any of the laws, rules or regulations affecting owners, clients or occupiers of the Property or the Building;
- g) not cause or commit any nuisance on the Property or cause any annoyance or discomfort to neighbours, including but not limited to loud noise after 09:30 pm;
- h) not leave refuse or allow it to accumulate in or about the Premises except in the refuse bins provided;
- i) refrain from interfering with the electrical, plumbing, or gas installations or systems serving the Premises or the Building, except as may be necessary to enable the Manager or its duly appointed agent to carry out its obligations of maintenance and repair in terms of this agreement;
- j) not allow more than the specified persons as per the booking form to reside in the Premises at the same time;
- k) not keep any live animals on the Premises except with a prior written consent;
- l) not hang washing in any visible place in or about the Premises, or do or display anything else which causes the Premises or the Building to appear unsightly;
- m) use the bathroom facilities for the specific purposes for which they are intended to be used.
- n) take all reasonable measures to prevent blockages and obstructions from occurring in the drains, sewerage pipes and water pipes serving the Premises; and
- o) ensure that all lights, appliances and the sauna are not left on unnecessarily and switched off when leaving the premises. Client is reminded that Cape Town is an energy saving conscious city.
- p) not redecorate the premises unless written permission to do so is received in writing by the Owner.
- q) ensure that all doors and windows are closed and or secured at all times, and that all towels, clothes and the day bed including pillows are well stored inside the house, as Cape Town is a windy city!!
- r) not use any tobacco products or allow any other person to use tobacco products in the villa. In case of using any tobacco products on the terrace or in the garden, no cigarette stubs may be discarded in the Premises nor be thrown onto the surrounding Premises.

11.2 the Manager may further in its sole discretion cancel or terminate a client's booking for the services or any remaining part thereof in the event of any illness or the illegal or incompatible behaviour of the Client, with but not limited to the aforesaid who shall, in those circumstances, not be entitled to any refund.

Any extra costs occasioned by such cancellation or termination as provided for in this sub-clause shall be payable by the Client on demand.

12. ASSIGNMENT AND SUBLETTING

The Client shall not be entitled to;

- a) cede or assign all or any of the rights and obligations of the client under this agreement;
- b) to sublet the Premises in whole or part; or
- c) to give up possession of the Premises to any third party.

13. INSURANCE

13.1 The Client shall be responsible for arranging and effecting adequate insurance cover to ensure that he carries comprehensive travel and medical insurance cover in order to cover himself, his dependents and / or travelling companions for the duration of the booking for which he has reserved. This insurance cover should include cover in respect of, but not limited to, as a minimum, the following eventualities: any expenses associated with cancellation or curtailment of a booking reservation; emergency evacuation and medical expenses; personal injury, repatriation expenses; damage / theft / loss of personal baggage, money and goods.

13.2 Under no circumstances shall the Owner, its representatives, employees or members be responsible for any costs, losses incurred or suffered by a client, his dependents or travelling companions with regard to, but not limited to, the above eventualities. Clients will be charged direct for any emergency evacuation, repatriation and medical expenses by the relevant service providers and shall be obliged to settle such charges payable to the relevant service providers concerned.

14. VACCINATIONS & HEALTH

The client must take all necessary vaccinations and precautions, as are required in the prevention of these diseases, which are endemic to certain regions of Africa. The client shall therefore attend at his medical practitioner or a travel

clinic to obtain the necessary vaccinations, medication and advice. The Owner does not accept any responsibility whatsoever for any Client being refused entry due to incorrect or incomplete health documentation or vaccinations.

15. PASSPORTS, VISAS AND MEDICAL REQUIREMENTS

The Client shall ensure that prior to embarking on the travels his passport and visas, and those of his dependents and travelling companions are valid for South Africa. Such responsibility shall also extend to vaccinations and other medical certificates and all other travel documents. The Owner does not accept any responsibility for changes in medical requirements or regulations for visas or any particular visa requirements. Should the Client be refused entry to South Africa, due to incorrect or incomplete documentation or failure to comply with that country's medical requirements, the Owner shall not be liable for any costs of whatsoever nature occasioned thereby.

16. DISCLAIMER OF LIABILITY

16.1 The Owner shall not be liable to the Client for any claim of whatsoever nature in connection with the provision of the services (whether in contract or delict) and whether for damages for personal injury or to property, howsoever arising, including, but without limiting the generality of the aforesaid:-

- a.) any act or omission of The Owner or any agent or servant of or contractor to The Owner, whether or not negligent, or otherwise actionable at law, and including (without limiting the generality of the foregoing) any act or omission of any cleaner, maintenance person, handyman, artisan, labourer, workman, watchman, guard, or commissionaire;
- b.) the condition or state of repair at any time of the Property, the Building, or any part of the Property or the Building;
- c.) any failure or suspension of, or any interruption in, the supply of water, electricity, gas, air-conditioning, heating, or any other amenity or service to the Premises, the Building, or the Property (including, without generality being limited, any cleaning service), whatever the cause;
- d.) any breakdown of, or interruption in the operation of, any machinery, plant, equipment, installation or system situated in or on, or serving, the Property, the Building, or the Premises, and including (but without limiting the generality of the foregoing) any escalator, geyser, boiler, burglar alarm, or security installation or system, again regardless of cause;
- e.) any interruption of or interference with the enjoyment or beneficial occupation of the Premises or any of the common parts of the Property or the Building caused by any building operations or other works to or in the Building or elsewhere on or about the Property, or on adjacent properties whether carried out by the Owner or by anybody else; or
- f.) any other event or circumstance whatever occurring, or failing to occur, upon, in, or about the Property, the Building, or the Premises, whether or not the Owner could otherwise have been held liable for such occurrence or failure,

16.2 Notwithstanding anything to the contrary contained in these standard terms and conditions of contract, The Owner shall under no circumstances whatever, be liable for any indirect or consequential loss/es, howsoever caused or suffered by the Client.

17. DEFAULT BY CLIENT AND RECOVERY OF ATTORNEY AND OWN CLIENT COSTS

17.1 Overdue amounts due by the Client to the Owner shall bear interest at the prime rate of interest charged from time to time by any authorised banking institution of South Africa, plus 3 percentage points thereon, which rate may be proved by a certificate from any duly authorized official of the said bank, and shall constitute prima facie proof of the contents thereof. Such certificate may be used for the purpose of provisional sentence or summary judgment in any legal proceedings.

17.2 A certificate by the Owner or by any of its members shall be prima facie proof as to the outstanding amount due and payable by the client to it in terms hereof. Such certificate may be used by The Owner for the purposes of provisional sentence or summary judgment in any legal proceedings.

17.3 In the event of the Owner incurring any legal costs pursuant to any breach by the Client of any of its obligations, the Client shall be liable for and pay the Owner's costs thereby incurred, on the scale as between attorney and own client.

18. APPLICABLE LAW

These standard terms and conditions and all agreements entered into between the Owner and the Client pursuant thereto, and on the terms thereof shall be governed by and construed according to the laws of the Republic of South Africa, irrespective of the place where the agreement / s where entered into.

19. JURISDICTION

19.1 Any legal proceedings arising out of or in connection with these standard terms and conditions, or any agreement entered into pursuant thereto, shall be instituted in the Cape of Good Hope Provincial Division of the High Court of South Africa, which shall have exclusive jurisdiction to hear and determine such legal proceedings.

19.2 To the extent as may be necessary, the Client hereby consents and submits to the jurisdiction of the said court.

19.3 The Owner shall have the discretion to institute legal proceedings against a Client in any Magistrate's Court having jurisdiction in terms of Act no. 32 of 1944, as amended, notwithstanding that the amount claimed in such proceedings would otherwise exceed the monetary jurisdiction of the said Court.

20. VARIATION OF THESE STANDARD TERMS AND CONDITIONS OF CONTRACT

No variation or alteration of these standard terms and conditions of contract shall be binding on the Owner unless embodied in a written document signed by the Owner. Any purported variation or alteration of these standard terms and conditions of contract otherwise than as set out above shall be of no force or effect, whether such purported variation is written or oral, or a combination of both.

21. NON-WAIVER

No extension of time or relaxation of any of the provisions of these standard terms and conditions of contract shall operate as an estoppel against the Owner in respect of its rights herein, nor shall it operate so as to preclude the Owner thereafter from exercising its rights strictly in accordance with these standard terms and conditions.

Camps Bay, 01.01.2015