



## Booking Conditions

### Important:

These Booking Conditions set out the terms upon which you contract with us so please study them carefully. Your contract is with our South African company and registered estate agency Extra Dimension 1164 CC (trading as Cape Portfolios). This company operates an audited Trust account for the handling of client funds and is subject to the supervision of the Estate Agency Affairs Board of South Africa.

### 1. Making a booking and deposit

In order to make a booking, we first require a deposit of 30% of the total property rental cost. No contract exists between us until we have received this amount and your signed and completed booking form and have subsequently confirmed your booking in writing. Payment can be made either by bank transfer to the bank account detailed on the Booking Form (payment confirmation should be emailed or faxed to our office) or by credit card (MasterCard or Visa only) in which case please complete and send back the Credit Card Authorisation Form which will be provided to you with these Booking Conditions. A 3% surcharge applies to credit card payments. For bank security purposes we also require a photocopy of the front and back of the credit card and the original card should be produced for inspection on arrival at the property when the cardholder will be asked to sign a confirmation slip.

### 2. Payment of balance

The remaining balance must be paid by the required due date which is usually at least nine weeks before your arrival. Payment can again be made either by bank transfer or credit card under the procedures described in Clause 1 above. If you intend paying the balance as well as the deposit by credit card we suggest you complete the necessary instructions on the credit card authorisation form when making your booking so we are able to charge your card on the balance due date (we will email you confirmation that this has been done). If the balance has not been paid by the required date we shall be entitled to cancel your booking and retain the full deposit. If your booking is being made within nine weeks of your arrival, you will generally be required to pay the full rental payment at the time of the booking unless otherwise advised.

### 3. Security Deposit

You will be notified of the separate security deposit that will be required in addition to the rental. This should be provided either by completing the relevant sections of the Credit Card Authorisation Form that enables us to hold a pre-authorised amount as security on your credit card or by transferring us an additional amount together with your rental payment. The security deposit will be held against the cost of any damage or breakages to the property or its contents, as well as any telephone charges. Any charges to be deducted from the

security deposit will be notified to you within 10 days of the end of the rental period.

### 4. Cleaning service

You will be informed of the level of cleaning service included in the rental cost prior to booking. Please indicate on the Booking Form if you require additional cleaning service and we will confirm availability and the cost, as this may not be possible to arrange on request during your stay. The cleaning service does not extend to personal laundry and cooking for guests but local laundry services are available and we can provide contact details for private caterers on request when you book.

### 5. Other services included in rental cost

Unless otherwise advised, the rental cost also includes (where relevant) electricity, gas, water, Council rates and levies, telephone and internet line rental charges, satellite TV subscription, pool cleaning and garden services. The value of the electricity included is sometimes capped to a reasonable amount above which you will be charged for any excess usage but any such arrangement will be notified to you in advance.

### 6. Arrival and Departure times

Check in time is at 2pm on the day of arrival and check out time at 10am on the day of departure. We will try to accommodate reasonable requests for an early check-in or late departure but this cannot be guaranteed without payment of an additional fee to secure the property. If this is important to you please request further information prior to booking.

### 7. Cancellation by you

If you wish to cancel your booking the person who signed the booking form must do so by notifying us in writing. Your notice of cancellation will only be effective from the date of its receipt by us. On cancellation nine weeks or more before the rental we will be entitled to retain the full deposit; nine to four weeks before the rental 50% of the total property rental cost shall be retained; and four weeks or less before the rental 100% of the total property rental cost shall be retained.

### 8. Alterations and cancellations by us

It is very unlikely that we will have to make any changes to arrangements once these have been confirmed. If this does happen we will let you know as soon as possible. If, for any reason beyond our control, we are unable to provide you with the property you have booked, we reserve the right to transfer you to a similar property. If this is not possible or you do not wish to be transferred, we will cancel the booking and refund the amount paid to us for the property, but we will not be liable for any cancellation charges for travel arrangements or any further claims by you or anyone else in your party.

### 9. Children



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Unfortunately most of the properties we feature are not very child friendly and many have issues of concern for guests with younger children such as balconies, split level terraces with steep drops and unfenced pools. Guests staying with children do so at their own risk and are urged to take all due care and attention during their stay. If you require further information on the suitability of a particular property for children you are requested to bring this to our attention prior to booking.

### 10. Swimming pools

Where properties feature a swimming pool, these are to be used entirely at your own risk and unless otherwise advised these are not supervised in any way or equipped with child safety nets or fences. Pools are also not heated (unless advised) so are only suitable for use in summer. Pools are generally serviced twice weekly and while we will endeavour to arrange additional cleaning services if required during your stay this is not always possible on weekends and holidays and we cannot always guarantee pools remaining completely clean during occasional periods of extreme weather conditions.

### 11. Telephone and Internet service

Most of our properties have both telephone and high speed internet access for guests' use, but please ask about this if it is important to you. These services are less reliable and the internet speed is generally slower than in Europe and the US but we will do our best to assist with any technical problems. All phone calls you make will be charged and in most properties can be paid for either at the time of departure or will be notified to you within 10 days.

### 12. Maximum number of guests

Only those persons named on the Booking Form may use the property and under no circumstances may the total number of people sleeping at the property exceed the maximum number stipulated. We are entitled to require you and your party to vacate the property if this rule is not complied with.

### 13. Behaviour

The person who signs the Booking Form is responsible for the behaviour of everyone using the rental property during the rental period. If anyone in your party or any guest or invitee behaves in an unacceptable manner by civilised standards the entire party may be required by Cape Portfolios to vacate the property without notice. It is not considered acceptable behaviour for these purposes to make excessive noise including playing music loudly especially after 11pm at night and such behaviour will not be tolerated as many of the properties are in quiet residential areas.

### 14. Smoking

Unless otherwise advised the interiors of all our properties are deemed "no smoking" areas and guests are kindly requested to refrain from smoking inside the rental property.

### 15. Responsibilities

It is your responsibility, and that of each of the persons named on the Booking Form (a) to pay for any losses or damages to the property, however caused (reasonable wear and tear excluded) (b) to take good care of the property and leave it in a clean and tidy condition at the end of the rental period (c) to permit the property owner and Cape Portfolios reasonable access to the property (d) not to part with possession of the property, or share it, other than with members of the party named on the Booking Form and (e) not to cause an annoyance or become a nuisance to occupants of adjoining premises.

### 16. Property Descriptions

The property descriptions used on our web site or otherwise provided to you are made in good faith and are believed to be accurate. We cannot, however, be held responsible for any alterations or modifications made without our knowledge.

### 17. Complaints and problems during your stay

If you have any complaints or problems during your stay, please let us know as soon as possible so that the fault can be remedied. We and our property owners are not responsible for issues out of our control such as the failure of the water supply, gas, electricity, telephone or internet services, pool filtration or heating systems or any appliances although we will use our best endeavours to resolve any problems as soon as possible once notified of them. We must stress the importance of bringing complaints or problems to our attention as soon as possible during your stay as we cannot be expected to help if you only notify us following your return. In the event that you vacate the property without authorisation during the rental period, you will lose any rights you might otherwise have had to compensation.

### 18. 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, we reserve the right to re-enter the property and terminate the rental without prejudice to the other rights and remedies of Cape Portfolios and/or the property owner.

### 19. Liability

We and our property owners will not accept liability for any act, neglect or default for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which any of the persons named on the Booking Form or any of



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their guests or invitees may suffer or incur arising out of, or in any way connected with, the property rental.

### 20. Insurance

All guests are strongly advised to arrange comprehensive insurance against travel and other related risks as any loss or damage including theft of personal items cannot be claimed against a property owner's insurance. It is the responsibility of the persons named on the Booking Form and those accompanying them to fully insure their personal items and also to keep the property properly secured including by setting any alarm and securing all doors and windows when going out.

### 21. Authority to sign

The person who completes the Booking Form certifies that (a) he or she is authorised to agree to these Conditions on behalf of all persons named on the booking form, including those substituted at a later date (b) the signatory is over eighteen years of age and a member of the party intending to occupy the property and (c) he or she takes responsibility for any persons occupying the property during the booking period.

### 22. Governing law and jurisdiction

The validity, construction and performance of these Conditions shall be governed by South African law. It is agreed between Extra Dimension 1164 CC, Cape Portfolios and the persons named on the booking form that any dispute shall be subject to the exclusive jurisdiction of the South African Courts.