

*TERMS AND CONDITIONS – NISUTSY  
GUEST LODGE, Ponta D'Ouro – COTTAGE 4  
“Tree Tops”*

1. No smoking inside the house
2. Please ensure that braai fire is fully extinguished before leaving for beach/going to bed, etc.
3. Please do not, under any circumstances, use wood/charcoal braais on any of the wooden decks/balconies. Please utilise the braai place provided.
4. Do not leave burning candles unattended inside or outside the house.
5. Bath towels may not be used for pool or beach use.
6. Please take care when walking DOWN the wooden walkways, as they can be slippery if damp with dew or rain.
7. Please take care when walking down the stairway at the cottage. Some sections are narrow and will require you to step sideways.
8. The property is not suitable for children under 2 due to balcony railings and NO deck railings.
9. Children must be supervised at all times:
  - a. the communal pool is not fenced
  - b. Decks and walkways have no railings
10. Right of Admission is reserved.
11. Please keep music and noise levels low so as not to disturb your neighbours.
12. The owner and management company cannot be held responsible for:
  - a. Any loss of or damage to the property or possessions of any guest, resident or visitor, whether such damage was caused by fire, theft or otherwise, or by the negligence or the wrongful act or anyone in the employment of or acting on behalf of the owner.
  - b. Any personal injuries of whatsoever nature, sustained by a guest, resident or visitor, whether such injuries were sustained by the negligence or wrongful act of anyone employed by the owner or any other person or by the defective functioning of any apparatus or appliance of the owner.
13. Any damage to fittings, fixtures or contents will be charged to the guest at replacement cost.
14. Guests may take occupation of the accommodation from 2pm on the day of arrival and agree to leave by 10 a.m. on the day of departure, unless prior arrangements have been made.
15. No other guests shall be entitled to stay in the cottage other than those booked and paid for prior to occupation.
16. Guest agrees to be charged breakage/lost keys/damage etc., to be charged to his/her credit card.
17. The Guest shall be responsible for any damage done to the premises by reason of any furniture, or other objects, damaged or removed from the premises and shall be responsible for any damage caused to the common areas of the property.

18. Should any damage caused by the guest be claimable under an insurance policy, the guest shall pay any excess on that policy claim, which excess will be charged to his/her credit card.
19. The guest shall not cede or assign his booking, without prior consent nor shall he/she sub-let the premises or any part thereof, with or without remuneration, without prior written permission.
20. Any changes to booking or cancellations must be done in writing.
21. Deposit to secure accommodation amounting to 50% of the accommodation fee shall be payable on confirmation of the booking. The balance of the payment to be made 30 days prior to arrival date.
22. Bookings cancelled 8-25 days prior to arrival date will forfeit 50% of deposit.
23. Bookings cancelled less than 7 days prior to arrival will forfeit 50% of full accommodation fee.
24. The client paying is responsible for ensuring the decent behaviour of his party. Should the client behave in such a manner that is not acceptable by civilized standards, or should any of the above terms be breached, then the Manager may ask the client and his party to vacate the premises immediately.
25. In case of any dispute, the guest agrees to the jurisdiction of the Magistrates Court in Randburg, South Africa.

I have read the above terms and conditions and agree to abide by them

Date..... Place.....

Signature.....

Name (pse print).....

Address:.....

.....

Tel..... email.....

CREDIT CARD DETAILS:

Name on card.....Card type: Visa/Mastercard

Card No.....

Expiry \_\_\_\_/\_\_\_\_ CVV\_\_\_\_

*(N.B. credit card charges will be processed through Chestertons Waterfront, the owners' estate agency, who will also invoice for damages on behalf of owner.)*