

VILLA SEAVIEW

KNYSNA

FULL TERMS AND CONDITIONS

It is recorded and agreed that:

1. The duration of the Tenant's occupation of the Premises will be as specified on our confirmation, both dates inclusive and the maximum number of occupants of the Premises during the period shall be as specified in the description of the premises.
2. All prices referred to herein and/or quoted above are inclusive of value added tax.
3. Payment of deposit shall indicate that the tenant has accepted these terms & conditions.
4. Tenants are expected to leave the property as they found it in a tidy and orderly fashion. They are liable for breakages and any damage caused during their stay including, but not restricted to, the value of their deposit.
5. The refundable 30% deposit shall be paid by the Tenant on the date of booking and shall be retained by the owner/agent until the expiration or earlier cancellation of this agreement, whereupon the owner/agent shall be entitled to deduct there from any amount arising out of the cost of repairing any damage to the Premises and/or to the contents thereof and any other expense whatsoever for which the Tenant might be liable in terms hereof and the balance of such deposit, if any, shall then be refunded to the Tenant after the Premises have been vacated and the owner/agent has had the opportunity to inspect the Premises for the purposes hereof.
6. The full deposit or balance of same deposit shall be returned to the Tenant no later than 30 days following the Premises being vacated.
7. In the event of cancellation of the confirmed booking more than 4 weeks prior to the agreed date of arrival, the owner/agent reserves the right to retain the full amount of the deposit paid.
8. The full rental payment detailed above is due 4 weeks prior to the agreed date of arrival.
9. In the event of cancellation of the confirmed booking up to 2 weeks prior to the agreed date of arrival, the owner/agent reserves the right to retain 50% of the full amount paid (excluding the deposit).
10. No rental charges are refundable (excluding the deposit) should the booking be cancelled within 2 weeks of the agreed date of arrival.
11. It is recommended that holiday insurance be taken – one that covers cancellations – as soon as the booking has been made.
12. Check in is from 14h00 and the Premises must be vacated by no later than 10h00 on the date of departure.
13. The number of occupants shall at no time during the currency of this agreement exceed the number referred to in clause 1. above.
14. The Tenant shall use the Premises only for residential accommodation.
15. The Tenant shall notify the owner/agent within 2 days after the date of arrival of any defects in the Premises and shall, if the Tenant has not notified the owner/agent as aforesaid, be deemed to have acknowledged that the Premises were received in good order and condition.
16. The Tenant shall keep the Premises and its contents in good order and condition as they were on the date of arrival and shall return the Premises and the contents in the same good order and condition on the date of departure and all costs incurred in repairing any damage to the Premises or the contents shall be borne by the Tenant.
17. The Tenant shall use its best endeavours to keep the pool, garden, yard and grounds in good order and condition.
18. The Tenant shall keep the Premises in a clean, tidy and sanitary condition.
19. The Tenant shall not cede any of its rights or delegate any of its obligations under this agreement.
20. The Tenant shall not sub-let, permit anyone else to occupy, or part with possession of the Premises or part thereof.
21. The Tenant shall not do anything or permit anything to be done in or on the Premises which may be or may become a nuisance or annoyance to or in any way interfere with the comfort of neighbours.

22. The Tenant shall not have any claims of any nature against the owner/agent for any loss, damage or injury which the Tenant may directly or indirectly suffer (even if such loss, damage or injury is caused through the negligence of the owner/agent, servants or employees) by reason of any latent or patent defects in the Premises, or fire in the Premises, or theft from the Premises or by reason of the Premises or any part thereof being in a defective condition or state of their disrepair or any particular repair not being effected by the owner/agent timeously or at all, or arising out of any defect in the water, gas or electricity supply to the Premises, or arising out of vis major or any other cause either wholly or partly beyond the owner's/agent's control or arising from any other cause whatsoever. FULL TERMS AND CONDITIONS EST. 2013
23. The Tenant shall not be entitled to keep or to bring onto the Premises any pets, without the prior written consent of the owner/agent.
24. The Tenant shall not be entitled to make any duplicates of any keys in respect of the Premises without the prior written consent of the owner/agent and shall, upon departure, forthwith deliver all keys (including remote controls) to the owner/ agent.
25. The owner/agent shall, at any time, have reasonable access to the Premises for the purpose of inspecting the Premises or for showing prospective tenants or purchasers the Premises or for any other reasonable purpose provided that the owner/agent shall exercise its rights in terms hereof with the least possible inconvenience to the Tenant.
26. The owner/agent shall ensure that the Premises shall be serviced and cleaned x days per week (Mon - Fri) during the booking and shall ensure that the garden and swimming pool are serviced and cleaned weekly. Additional cleaning and support services are available and it is politely requested that an appropriate notice period is given.
27. The Tenant undertakes to pay to the owner/agent an amount equal to any claim made against the owner/ agent by anyone for any loss, damage or injury suffered in or on the Premises in consequence of any act or omission by the Tenant or any persons under the Tenant's control.
28. In terms of Section 45 of the Magistrate's Court Act 1944, as amended, the Tenant consents to the jurisdiction of the Magistrate's Court having jurisdiction of the Tenant's person in respect of any action or proceedings which may be instituted against the Tenant in terms of or arising out of this agreement, notwithstanding the amount of the relevant claim. Notwithstanding the foregoing, the owner/agent will be entitled, in its discretion, to institute any action or proceeding against the Tenant in terms of or arising out of this agreement and any High Court which has jurisdiction.
29. **Should the Tenant:**
1. Fail to pay any amount due in terms of this agreement on due date; or
 2. Commit or allow the commission of any other breach of this agreement and fail to remedy that breach within a period of 7 days after the receipt of notice to that effect by the owner/agent; or
 3. Repeatedly breach any of the terms of this agreement in such a manner as to justify the owner/agent in holding that the Tenant's conduct is inconsistent with the intention or ability of the Tenant to carry out the terms of this agreement then and in any of such events the owner/agent shall without prejudice to its right to damages or to its right to eject the Tenant from the Premises or to any other claim of any nature whatever that the owner/agent may have against the Tenant as a result thereof be entitled to:
 - **cancel this agreement; or**
 - **remedy such breach and immediately recover the total cost incurred by the owner/agent in so doing from the Tenant.**
30. Should the owner/agent institute action against the Tenant pursuant to a breach by the Tenant of this agreement, then without prejudice to any other rights which the owner/agent may have, the owner/agent shall be entitled to recover all legal costs incurred by it including attorney and own client charges, tracing fees and such collection commission as the owner/agent is obliged to pay to its attorneys, from the Tenant.
31. The validity, interpretation and performance of this agreement will be governed by the law of the Republic of South Africa. The parties submit to the jurisdiction of the courts of the Republic of South Africa in respect of any dispute that arises in connection with this agreement.
32. No alteration, cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by all parties to this agreement or their duly authorised representatives.
33. This agreement cancels and supersedes the terms and conditions of all prior negotiations and agreements between the parties.
34. This document contains the entire agreement between the parties and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein. No indulgence, leniency or extension of time which the owner/agent may show to the Tenant, shall in any way prejudice the owner/ agent or preclude the owner/agent from exercising any of its rights in the future.