



## BOOKING AGREEMENT TERMS & CONDITIONS

GUEST HOUSE KLEINE CONSTANTIA (PTY) LTD T/A  
KLEINE CONSTANTIA BOUTIQUE GUEST HOUSE  
(Company Registration No: 2014/206196/07)  
(hereinafter "the Company")

**The Guest hereby enters into a Booking Agreement with the Company, subject to the Terms and Conditions as set out below.**

### RACK RATE SHEET 2017 – 2018

DAILY ACCOMMODATION TARIFF INCLUDING BREAKFAST SINGLE: R 2 025.00

DAILY ACCOMMODATION TARIFF INCLUDING BREAKFAST PER PERSON SHARING: R 1 350.00

#### 1 Interpretation

The following expressions shall bear the meanings assigned to them below:

- 1.1 "the parties" means the Company and the Guest;
- 1.2 "the signatory" means the person signing this agreement;
- 1.3 "the Guest" (if an individual) means all natural persons he has booked in;
- 1.4 "the Guest" (if a corporate) means the entity on behalf of which the signatory hereto duly signs this agreement;
- 1.5 "the invitee" means any person or persons, whether natural or legal persons brought onto the premises by the Guest or the signatory;
- 1.6 "the premises" means the premises of the Company namely 1014 Calendula Avenue, Weltevreden Park, Roodepoort;
- 1.7 "the quoted invoice amount" means the total amount of the reservation for accommodation and/or function charges, but shall exclude any exceptions referred to in clause 4 below;
- 1.8 "the / this agreement" means this Booking Agreement together with all the Terms and Conditions contained herein;
- 1.9 When any number of days is prescribed in this agreement, such number shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day other than a business day, in which case the last day shall be the next succeeding business day;
- 1.10 Any reference to the singular includes the plural and *vice versa*;
- 1.11 Any reference to natural persons includes legal persons and *vice versa*;
- 1.12 Any reference to a gender includes the other genders; and
- 1.13 The clause headings in this agreement have been inserted for convenience only and shall not be taken into account in its interpretation.

#### 2 Applicable Deposit Policy:

- 2.1 50% of the quoted invoice amount will be charged as a deposit on the date of booking.
- 2.2 30% of this deposit is non-refundable.

#### 3 Applicable Cancellation Policy:

Subject to the provisions of clause 3.4:-

- 3.1 If cancellation occurs 10 or more days before date of arrival; 70% of the deposit will be refunded.
- 3.2 If cancellation occurs 6 to 9 days before the date of arrival; the full deposit will be retained.

- 3.3 If cancellation occurs 5 or fewer days before date of arrival, the total price of the reservation will be due and payable by the Guest.
- 3.4 If the Company is able to fill your room/function reservation however, 70% of the deposit will be refunded.
- 3.5 In the case of a no-show, the total price of the reservation will be due and payable by the Guest.

#### 4 **Exceptions**

The above tariffs exclude the following and these costs can be obtained upon enquiry:

- 4.1 Bar Bills and beverage costs.
- 4.2 Late staffing fees.
- 4.3 If any additional services, special catering and/or equipment is required.

#### 5 **Method of Payment:**

For Bank Transfers and Credit Card Payments, – please use the banking details as provided below:

Constantia Gastehuis (Pty) Ltd T/A Kleine Constantia Boutique Guest House

ABSA

Branch Code 632005

Account number: 4076449155

Business Cheque account

**Please quote reference**

#### 6 **Bookings**

- 6.1 All reservations must be made in writing.
- 6.2 Final rooming reservations and estimated time(s) of arrival shall be by special arrangement with management of the Company.
- 6.3 Final function lists are required not less than 5 days prior to the function.
- 6.4 Bookings are subject to availability at time of reservation.
- 6.5 A booking is confirmed only once this Agreement have been signed and proof of payment of the deposit has been received on the booking date, failing which the booking will lapse automatically.
- 6.6 Full payment of the balance of the invoice shall be made on arrival.

#### 7 **Specific Rights and Obligations of the Parties and Liability Provisions**

- 7.1 The Guest shall be responsible for all and any damage and/or loss caused to the premises and/or any property thereon for any act or omission whatsoever by the Guest and/or any invitee.
- 7.2 The Company shall be entitled to put an immediate stop to any function, or request any Guest or invitee to immediately leave the premises, should it be of the opinion of the Company's Management that the function, and/or Guest or invitee is causing a disturbance with any other function, exhibition or other activity at the Company, or that any function, Guest and/or invitee persists in the contravention of any rules and regulations as stipulated by the Company or the local authority from time to time.
- 7.3 The Company shall not be responsible for any loss of life, injury and/or loss or damage of property including any consequential damages and/or losses suffered by the Guest, the signatory and/or any invitee, as a result of any act or omission by the Company or by any employee or agent of and/or any preferred supplier of services to the Company. The Guest hereto accordingly indemnifies the Company and holds it harmless against all and any claims which may be made against the Company, howsoever arising.
- 7.4 The Company shall have the right to cancel any confirmed booking at any time prior to the occupancy/function date without any liability towards the Guest and/or invitee, should it be deemed necessary by the Company or as a result of a reason beyond the control of the Company or as a result of any strikes, lockouts or labour unrest. In such event the Company shall, without any obligation to do so use its best endeavours to assist the Guest in placing the function/accommodation at an alternative venue or postponing the function/accommodation to another date. If no suitable arrangement can be made, all deposits received by the Company will be refunded to the Guest and the Guest shall have no further claims against the Company.
- 7.5 The Guest will at all times comply with all of the smoking rules and regulations of the Company.
- 7.6 The Company shall be entitled immediately to cancel this agreement in the event that the Guest becomes deceased, placed under business rescue, when an order payable in money is granted against the Guest, or in the event that the Guest commits any act of insolvency as described in the Insolvency Act or is provisionally liquidated or sequestered.
- 7.7 The Guest hereby acknowledges and records that it shall consult his doctors on prescribed medication against Malaria before entering any malaria risk areas.

**8 Further Terms and Conditions**

- 8.1 The Guest agrees that it shall not be entitled to withhold payment of any amount due in terms hereof by virtue of any claim the Guest may have for any reason whatsoever.
- 8.2 The Guest shall not be entitled to cede or assign any of its rights, title or interest in or to this agreement without the prior written consent of the Company.
- 8.3 This agreement constitutes the whole agreement between the parties and no amendment or variation of, or addition to this agreement, shall be of any force or effect unless reduced to writing and signed by both parties hereto.
- 8.4 The Company makes no warranties or representations save for those set out in this agreement.
- 8.5 South African law shall govern this agreement.
- 8.6 It is agreed that each clause of these terms and conditions is severable, the one from the other, and if any clause is found to be defective or unenforceable for any reason by any competent Court, then the remaining clauses will be and continue to be of full force and effect.
- 8.7 The Guest hereby acknowledges that the Company may carry out a credit check with any credit agencies. Furthermore, any outstanding accounts, after failing to remedy any breach of non-payment, may be recorded with any such credit agency. Initial \_\_\_\_\_
- 8.8 The Guest and the signatory together warrant that all information herein furnished is true and correct.
- 8.9 The Guest's signatory hereby declares that he/she is duly authorised to represent the Guest and sign this agreement on its behalf.
- 8.10 The Guest's signatory hereby confirms that he/she has read and understood all the terms and conditions of this agreement and confirms that the Guest hereby accepts and agrees to abide by them.

**SIGNED at** \_\_\_\_\_ on this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ in the presence of the undersigned witnesses.

**AS WITNESSES:**

1. \_\_\_\_\_
2. \_\_\_\_\_
- THE GUEST**  
Full Names: \_\_\_\_\_  
ID NO: \_\_\_\_\_

**SIGNED at** \_\_\_\_\_ on this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ in the presence of the undersigned witnesses.

**AS WITNESSES:**

1. \_\_\_\_\_
2. \_\_\_\_\_
- On behalf of the GUEST**  
**(duly authorised)**  
Full Names: \_\_\_\_\_  
Position: \_\_\_\_\_

**SIGNED at** \_\_\_\_\_ on this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ in the presence of the undersigned witnesses.

**AS WITNESSES:**

1. \_\_\_\_\_
2. \_\_\_\_\_
- On behalf of the COMPANY**  
**(duly authorised)**  
Full Names: \_\_\_\_\_  
Position: \_\_\_\_\_