

# STANDARD TERMS AND CONDITIONS OF CONTRACT CORNWALL HILL B&B

## 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, the singular includes the plural and vice-versa, and natural persons include created entities (corporate or incorporate) and vice-versa;
- c. "CHBB" means ZWEMSTRA TRUST T/A CORNWALL HILL B&B (Registration: IT/1188/97);
- d. "the client" means the person/s named on the reservation form (whether it be a provisional or confirmed reservation form) and who contracts with CHBB on the terms and conditions hereunder. The client shall also include any agent who makes any booking or third party clients in respect of a reservation. Such agent, as well as the persons named on the provisional and the confirmed reservation form, shall be jointly and severally liable to CHBB for the performance of their obligations in terms of these standard trading conditions, as well as any contract/s made pursuant thereto;
- e. "services" means the provision of accommodation for the client in South Africa.

## 2. Applicability of Standard Terms and conditions of contract:

All and any business or contracts undertaken or any advice, information or services rendered by CHBB, whether gratuitous or not, is undertaken and provided in accordance with these standard terms and conditions of contract.

## 3. Quotations and Currency fluctuations

- 3.1 All quotations given by CHBB in connection with the services to a client shall be in writing and, unless otherwise agreed to in writing by a member of CHBB, shall be in the currency of South African Rand. Such quotations shall be inclusive of South African value added tax (where applicable). Acceptance of any quotation by a client shall be in writing. CHBB reserves the right to amend and increase any quotation, even after acceptance by the client, in the event of any adverse currency fluctuations, increases in Government or Statutory levies, increases levied by third party suppliers, such as airlines, providers of accommodation and transportation and other third party suppliers, in respect of the services.
- 3.2 Any revision in quotes will be commensurate with the change in the currency exchange rates or the increase in the amounts payable. In the event of the client disputing the quantum of such increase, it shall be referred forthwith to the owner of CHBB for determination, who, in such determination, shall act as expert and not as arbitrator, and whose decision shall be final and binding on CHBB and the client, and accordingly not subject to appeal.

## 4. Booking Procedure and Payments

- 4.1 In order to secure a booking for the services required by a client, the client shall email or fax CHBB such a request setting out the arrival and departure dates as well as the number of persons and type of room.

CHBB will reply with a quote via email or fax where after the client shall pay CHBB a deposit of 50% (fifty percent) of the quoted cost for the services. In the event of the deposit not being paid within 24 hours after the aforementioned quote has been emailed or faxed, the provisional booking shall lapse.

Upon arrival at CHBB, the client must pay the balance of the monies due. In the event of the client wishing to amend his booking in any way when he checks in, CHBB may elect, in its sole discretion and without obligation, to do so, in which event it shall be entitled to charge an amendment fee of 2% (two percent) of the total booking fee, which shall be payable by the client when he checks in.

- 4.2 The client shall advise CHBB in writing in an email or fax of any special requests, needs or facilities required by him due to medical needs, requirements relating to disabilities, special dietary requirements and refrigeration for the storage of insulin and other medically prescribed drugs, and any other requirements incidental thereto. The costs of complying with such special requests, needs or facilities shall be borne by the client and payable on arrival.
- 4.3 It is explicitly herewith recorded that in the event the client, at arrival, does not pay the balance of the monies due for whatever reason, CHBB may elect, in its sole discretion, to with hold or refuse the client any services or access to the rooms. CHBB will not be responsible or liable to the client for any possible damages resulting from such with holding or refusal due to the non-payment of the balance of the monies due.
- 4.4 All payments to be made by a client to CHBB shall be free of exchange, deduction or set-off or whatsoever nature. Payments shall be made by the client to CHBB by way of cash, direct transfer, forex transfer or by credit card. The client shall provide CHBB forthwith, upon making any payment, with written proof thereof in the form of a deposit slip, remittance advice or credit card authorization form. The relevant reference number for the booking shall at all times be reflected on the proof of payment.

## 5. Cancellations and refunds

- 5.1 Cancellations of confirmed bookings may only take place according to the procedure outlined in this clause. All requests for cancellations shall be made by the client in writing to CHBB and shall only be effective on the date of actual receipt by CHBB. The following cancellation fees shall be applicable and shall be calculated by reference to the deposit of the services booked for by the client:

0 - 7 days prior to arrival:	100% of the deposit
7 - 14 days prior to arrival:	75% of the deposit
14 - 21 days prior to arrival:	50% of the deposit
21+ days prior to arrival:	30% of the deposit

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

*Refunds to credit cards:* the relevant cancellation fee, less a 6 percent credit card surcharge and an administrative charge.

*Direct bank deposits:* the relevant cancellation fee, less actual bank charges debited by CHBB's bankers, less an administrative charge.

*Forex transfers:* the relevant cancellation fee, less actual bank charges debited by CHBB's bankers, less an administrative charge.

*Cash payments:* the relevant cancellation fee, less actual bank charges debited by CHBB's bankers, less an administrative charge.

## **6. Insurance**

- 6.1 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 dependants 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.
- 6.2 Under no circumstances shall CHBB, its representatives, employees or members be responsible for any costs, losses incurred or suffered by a client, his dependants or travelling companions with regard to, but not limited to, the above eventualities. Clients will be charged directly 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.

## **7. Disclaimer of liability**

- 7.1 CHBB 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 negligent act or omission or statement by CHBB, its servants or agents;
  - b. any grossly negligent act or omission or statement by CHBB, its servants or agents, unless:
    - i. such claim arises from the willful misconduct of CHBB, its servants or agents;
    - ii. CHBB receives written notice from the client no later than 7 calendar days from the event giving rise to the claim in question and, failing such notice, the client shall have no claim against CHBB.
- 7.2 Notwithstanding anything to the contrary contained in these standard terms and conditions of contract, CHBB shall under no circumstances whatever, be liable for any indirect or consequential loss / es, howsoever caused or suffered by the client.

## **8. Child policy**

A child sleeping in a bed will automatically be regarded as an adult and charged the full adult rate for all services provided unless otherwise agreed in writing by CHBB.

## **9. Default by client and recovery of attorney and own client costs**

- 9.1 Overdue amounts due by the client to CHBB shall bear interest at the prime rate of interest charged from time to time by ABSA Bank of South Africa Limited 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.
- 9.2 A certificate by any duly authorized employee of CHBB 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 CHBB for the purposes of provisional sentence or summary judgment in any legal proceedings.

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

## **10. Photographic material**

CHBB shall be entitled to take photographs, films and videos (including in electronic format) of the client for the duration of the services provided in terms hereof. CHBB, at its sole discretion, may use such photographic, film and video material so taken, for the purpose of any advertising or brochure productions, which the client irrevocably gives his consent thereto, and without any consideration being payable to the client.

## **11. Applicable law**

These standard terms and conditions and all agreements entered into between CHBB 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 were entered into.

## **12. Jurisdiction**

- 12.1 Subject to the provisions of clause 12.3 below, 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 Pretoria Magistrate's Court, which shall have exclusive jurisdiction to hear and determine such legal proceedings.
- 12.2 To the extent as may be necessary, the client hereby consents and submits to the jurisdiction of the said court, as referred to in clause 12.1 above.
- 12.3 Notwithstanding the provisions of clause 12.1 above, CHBB shall have the discretion to institute legal proceedings against a client in the High Court (Transvaal Provincial Division).

## **13. 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 CHBB unless embodied in a written document signed by a member of CHBB. 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.

## **14. 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 CHBB in respect of its rights herein, nor shall it operate so as to preclude CHBB thereafter from exercising its rights strictly in accordance with these standard terms and conditions.

**ZWEMSTRA TRUST T/A CORNWALL HILL B&B  
1 JULY 2008**