

OWNER TENANCY AGREEMENT

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 two genders, the singular includes the plural and viceversa, and natural persons include created entities (corporate or incorporate) and vice-versa;
- c.) "Client" means the person/s named on the booking form (whether it be a provisional or confirmed booking form and who contracts with the Rental Agent on the terms and conditions hereunder. The client shall also include any agent who makes any booking of third party clients in respect of a booking. Such agent, as well as the persons named on the provisional and the confirmed booking form, shall be jointly and severally liable to the Rental Agent for the performance of their obligations in terms of these standard terms and conditions, as well as any contract/s made pursuant thereto;
- d.) "Premises" means the apartment or villa as indicated on the Reservation Confirmation, or as designated by the Rental Agent;
- e.) "Rental Agent" means the Company/Close Corporation named on the booking form (whether it be a provisional or confirmed booking form);
- f.) "Services" means the provision of accommodation, transfers, transportation, booking of tours and excursions for the client in South Africa.
- g.) "Owner" means the owner of the property who's details are indicated on the Reservation Confirmation
- h.) "Manager" means the manager of the property, appointed by the Owner, who's full details will be disclosed by the Owner and available on request.

2. APPLICABILITY OF STANDARD TERMS AND CONDITIONS OF CONTRACT

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

There are no representations, warranties or conditions expressed or implied, statutory or otherwise, except those herein contained and no agreement, collateral hereto, shall be binding upon either party unless reduced to writing hereon or attached hereto and signed by the Owner.

3. THE RENTAL AGENT ACTING AS AGENT ONLY

In terms of these standard terms and conditions, and any contract/s concluded pursuant hereto, the Rental Agent acts as agent only for and on behalf of the Owner in letting the property. As such, the Rental Agent shall let the property for and behalf of the Owner as agent with the relevant third party concerned. The Rental Agent shall, under no circumstances, be liable for the acts and omissions of the relevant third party or the Owner concerned.

4. QUOTATIONS, PAYMENT AND CURRENCY FLUCTUATIONS

4.1 All quotations given by the Rental Agent in connection with the services to a Owner shall be in writing and, unless otherwise agreed to in writing by a member of the Rental Agent, and 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 the Owner shall be in writing.

4.2 All payments to be made by a Rental Agent to the Owner shall be free of exchange, deduction or set-off or whatsoever nature. Payments shall be made by the Rental Agent to the Owner by way of direct transfer. The Rental Agent shall provide the Owner forthwith, upon making any payment, with written proof thereof in the form of remittance advice.

5. ITEMS NOT INCLUDED IN BOOKING

Certain items are not included in the cost of the booking. These costs are the responsibility of the Client including, but without limiting the generality of the a foregoing, the costs of insurances as referred to in clause 15 below, insurance cover for cancellation and curtailment, repatriation costs, medical expenses, emergency evacuation, gratuities and beverages, optional meals and any optional excursion not reflected on the booking reservation. Furthermore, all costs with regard to any complying with any special requirements, as outlined in paragraph 6.2 below, shall be borne by the client.

6. BOOKING PROCEDURE

6.1 In order to secure a provisional booking, the Owner shall complete in writing and dispatch to the Rental Agent the Reservation Confirmation. Upon receipt, the Rental Agent shall pay the agreed upon deposit to the Owner and the booking shall be secure. No less than 14 days prior to the start of the booking shall the Rental Agent pay the balance to the Owner.

6.2 The Rental Agent shall advise the Owner in writing of any special requests, needs or facilities required by the Client due, but not limited to, 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, unless otherwise arranged.

6.3 The Rental Agent will hold a security and breakages deposit, as specified in the Reservation Confirmation. This is a holding payment, which will only be exercised in the event of damages to the property. In the event of damages, the Owner shall inform the Rental Agent and/or Client in writing within 7 working days of the Clients departure. Damages are not limited to the specified amount and should the damages to the apartment exceed this amount then the client will be held liable for any additional costs over and above the holding deposit.

6.3.1 The property is accepted by the Client as including all furniture, fittings and accessories “voetstoots ” and in the condition in which they are found, and agrees that they shall be left in the same order and good condition, fair wear and tear excepted by the Owner. The Owner and the Rental Agent takes no responsibility for the breakdown or malfunction of appliances during the Clients stay, however, every effort will be made by the Owner to repair any faulty appliances which are reported. The Client shall be responsible for any shortages and/or breakages during their occupancy. A full inventory of the contents of the house will be supplied by the Owner and should be checked by the Client on arrival. Any shortfall must be reported to the Rental Agent immediately, otherwise it will be assumed that the inventories are correct. The Clients are expected to leave the premises in the condition they found it on arrival.

6.4 Check in time is from 14:00 onwards. For an early morning arrival, the Client is notified that an additional half days rental will be charged as the property cannot be rented out the night before. Should the Client not notify the Rental Agent of this, the property may only be ready for occupation at 14:00 on the day of arrival.

6.5 Client must report any damages to the apartment within 24 hours of arrival, failing which the apartment will be deemed to have been in good order. The Owner will endeavor to make good any damages reported by the client within 2 days of receipt of the report from the Client.

6.6 Check out time is before 11h00 on the day of departure. For late check outs, the Client is notified that an additional half days rental will be charged as the property cannot be rented out for the following night. The client shall upon departure hand over all keys (including remote controls) to the Rental Agent or Owner. Any lost keys or keys not returned will result in lock and keys being replaced at the clients cost and will be deducted from the security and breakages deposit referred to in clause 6.3 above.

6.7 The Owner confirms that he has read and agrees that the description of his premises displayed either on the website www.classic-travel.co.za or on the applicable property fact sheet is accurate.

6.8 The Rental Agent reserves the right to substitute the applicable apartment with another similar or higher quality apartment should the chosen apartment not be lettable for any reason whatsoever.

7. Owner's Duties, Rights and Obligations

7.1 The Owner reserves the right to terminate any bookings, should the Guests behave in a manner which is unacceptable or offensive, pending an investigation by the Rental Agent into the reasons behind the said unacceptable behaviour.

7.2 The Owner undertakes to, at his own cost, and for the duration of the occupation period –

7.2.1 ensure that the Premises (including all contents therein) is adequately insured against damage, destruction, and/or any loss. This insurance should include SASRIA, malicious and accidental damage;

7.2.2 ensure that the Premises is let with all the furnishings, fittings, appliances, equipment and amenities represented by the Rental Agent as being on or forming part of the Premises;

7.2.3 provide a pool service (where necessary) not less than once a week;

7.2.4 provide a gardening service (where necessary) not less than once a week.

7.2.5 make the Premises made available in a good and clean condition and all fittings, appliances, equipment and amenities shall be in sound and good working order.

7.2.6 provide a cleaning service as agreed;

7.3 The Owner further undertakes to and in favour of the Guest that he has and/or will, as soon as is reasonably possible, advise and/or inform the Guest and/or the Rentals Agent of any facts and/or changes in circumstances which are material to, and/or may affect the Guest's use and enjoyment of the Premises. This includes, but is not limited to, any alterations or changes to the Premises or neighbouring properties (including renovations, refurbishing, constructions or reconstructions) which may in any way or manner inconvenience, dissatisfy and conflict with the original expectation of the Guest.

8. CANCELLATIONS AND REFUNDS

8.1 The Client and Owner agree that cancellations of confirmed bookings for whatever reason 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 the Rental Agent and shall only be effective on the date of actual receipt by The Rental Agent. The following cancellation fees shall be applicable and shall be calculated by reference to the total booking cost of the services booked for by the client.

- Bookings cancelled more than 90 days prior to arrival date pay a 10% cancellation fee.
- Bookings cancelled between 90 and 61 days of arrival date pay a 25% cancellation fee.
- Bookings cancelled between 60 and 31 days of arrival date pay a 50% cancellation fee.
- Bookings cancelled less than 30 days from arrival date pay a 100% cancellation fee.

9. ALTERATIONS TO BOOKINGS

9.1 The Rental Agent reserves the right to substitute the applicable apartment with another similar or higher quality apartment should the chosen apartment not be lettable for any reason whatsoever.

9.2 Any extra costs incurred as a result of an amendment to the booking or cancellation of the booking by the Client shall be payable by the Client on demand by the Rental Agent.

9.3 Any extra costs incurred as a result of, but not limited to any misrepresentation of the property by the Owner deeming the property to be unlettable for the period of the booking, will be payable by the Owner on demand by the Rental Agent.

10. CLEANING SERVICES

10.1 Cleaning services are procured by third party suppliers subject to clause 3 above and are available as agreed upon confirmation. The cleaning staff will only perform the following duties: Change bed linen (weekly), clean bathrooms, sweep, mop, and dust the premises, wash the crockery and cutlery. Windows and patios are cleaned once a week weather permitting. The Client may arrange in writing with the Rental Agent for any additional cleaning services.

10.2 Client must ensure that all bed linen and towels which need to be changed must be placed in the bath or on the bathroom floor for collection.

10.3 In the event of a disruption of the cleaning services the Rental Agent will endeavor to find a replacement cleaner within a reasonable time.

11. INTERNET ACCESS

11.1 If Telephone / Internet connections are available at the Premises, they are for the account of the Client and are to be paid, unless otherwise agreed in writing.

11.2 Internet usage is strictly for email and web surfing, no downloads are permitted. Bandwidth will be capped at 1 Gigabyte unless an alternative arrangement is made with the Rental Agent or its duly appointed agent, in writing.

12. FAIR USAGE POLICY

The Owner agrees to include in the cost of booking the charge for the use and consumption by the Client of all electricity and water consumed upon the Premises. In the unlikely event that a Client uses and consumes a disproportionate amount of electricity and water then the Rental Agent has the sole discretion to deduct any amount which it thinks fit, from the security and breakages deposit referred to in clause 6.3 above to reimburse the Owner.

13. DISCLAIMER OF LIABILITY

13.1 The Rental Agent shall not be liable to the Owner for any claim in connection with the rental of the property (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:-

13.1.1 any act or omission of The Rental Agent or any agent or servant of or contractor to The Rental Agent, whether or not negligent, or otherwise actionable at law, and including (without limiting the generality of the foregoing) any act or omission of any cleaner, maintenance person, handyman, artisan, labourer, workman, watchman, guard, or commissionaire;

13.1.2 the condition or state of repair at any time of the Property, the Building, or any part of the Property or the Building;

13.1.3 any failure or suspension of, or any interruption in, the supply of water, electricity, gas, air-conditioning, heating, or any other amenity or service to the Premises, the Building, or the Property (including, without generality being limited, any cleaning service), whatever the cause;

13.1.4 any breakdown of, or interruption in the operation of, any machinery, plant, equipment, installation or system situated in or on, or serving, the Property, the Building, or the Premises, and including (but without limiting the generality of the foregoing) any lift, escalator, geyser, boiler, burglar alarm, or security installation or system, again regardless of cause;

13.1.5 any interruption of or interference with the enjoyment or beneficial occupation of the Premises or any of the common parts of the Property or the Building caused by any building operations or other works to or in the Building or elsewhere on or about the Property, or on adjacent properties whether carried out by the Rental Agent or by anybody else; or

13.1.6 any other event or circumstance whatever occurring, or failing to occur, upon, in, or about the Property, the Building, or the Premises, whether or not the The Rental Agent could otherwise have been held liable for such occurrence or failure,

13.2 Notwithstanding anything to the contrary contained in these standard terms and conditions of contract, The Rental Agent shall under no circumstances whatever, be liable for any indirect or consequential loss/es, howsoever caused or suffered by the Owner.

14. DEFAULT BY OWNER AND RECOVERY OF ATTORNEY AND OWNER COST

In the event of the Rental Agent incurring any legal costs pursuant to any breach by the Owner of any of its obligations, the Owner shall be liable for and pay the Rental Agent's costs thereby incurred.

15. APPLICABLE LAW

These standard terms and conditions and all agreements entered into between the Rental Agent and the Owner 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 where entered into.

16. JURISDICTION

16.1 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 Cape of Good Hope Provincial Division of the High Court of South Africa, which shall have exclusive jurisdiction to hear and determine such legal proceedings.

16.2 To the extent as may be necessary, the Owner hereby consents and submits to the jurisdiction of the said court, as referred to in clause 15.1 above.

16.3 Notwithstanding the provisions of clause 15.1 above, the Rental Agent shall have the discretion to institute legal proceedings against an Owner in any Magistrate's Court having jurisdiction in terms of Act no. 32 of 1944, as amended, notwithstanding that the amount claimed in such proceedings would otherwise exceed the monetary jurisdiction of the said Court.

17. 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 the Rental Agent unless embodied in a written document signed by a member of the Rental Agent. 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.

18. 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 the Rental Agent in respect of its rights herein, nor shall it operate so as to preclude the Rental Agent thereafter from exercising its rights strictly in accordance with these standard terms and conditions.