

Standard Terms and Conditions for Owners

1. Interpretations, in these standard terms and conditions of contract:

- 1.1 the headings to the clauses are for reference purposes only and shall not aid in the interpretation of the clauses to which they relate;
- 1.2 unless the context clearly indicates a contrary intention, words importing one gender includes the other two genders, the singular includes the plural and vice-versa, and natural persons include created entities (corporate or incorporate) and vice-versa;
- 1.3 "Rental" – means the total rental rate set out in the Reservation Confirmation which the Guest must pay for the use of the Premises;
- 1.4 "Agreement" means this agreement entered into by and between the Agent and the Administrator. The relationship is governed by the terms and conditions as set out herein, together with any schedules hereto;
- 1.5 "Administrator" means Classic Villas, who's full details are set out above
- 1.6 "Guest" means any person who pays rental (either directly or via a third party) to the Administrator, in return for the use of the Premises;
- 1.7 "Premises" means the property to be rented out as set out in the Reservation Confirmation;
- 1.8 "Owner" means the Owner of the Premises, who's full details are available on request;
- 1.9 "Agent" means the Travel Agent / Tour Operator in this agreement, who's full details are set out above;
- 1.10 "Force Majeure" means any event beyond the reasonable control of a party and which could not reasonably have been foreseen on the date of confirmation, and shall include, but not be limited to fire, flood, bad weather, act of God, the enactment of any legislation or the act of any other legally constituted authority;
- 1.11 "Inventory" means the comprehensive inventory of all the contents of the Premises provided to the Guest on occupation date;
- 1.12 "Nominated Account" means the Nominated Bank Account referred to in each Reservation Confirmation;
- 1.13 "Deposit" means the payment contemplated in the Reservation Confirmation;
- 1.14 "Final Payment Date" means the date exactly 30 days before the Occupation Date, or should the reservation be made less than 30 days before Occupation Date, the reservation date;
- 1.17 "Occupants" mean the number of Occupants (including the Guest)
- 1.16 "Occupation Period" means the period commencing on the Occupation Date and terminating on the Termination Date;
- 1.17 "Occupation Date" means the date of arrival of the Guest at the Premises set out in the Reservation Confirmation;
- 1.18 "Termination Date" means the date of departure of the Guest at the Premises as set out in the Reservation Confirmation;
- 1.19 "Parties" means the Administrator and Agent;
- 1.20 "Appendix" means the Appendix forming part of this Agreement;
- 1.21 "Signature Date" means the date of the Deposit being received;
- 1.22 "Reservation Confirmation" means the email booking confirmation the Administrator sent to the Agent on a per booking basis;
- 1.23 "Event" means public or private gathering for more people than the Occupants of the Premises;
- 1.24 "Manager" means the Owner or Owner representative who manages the property;
- 1.25 "STO Rate" means Standard Tour Operator Rate which is the Rack rate less the Agent's commission;
- 1.26 "Rack Rate" means the rate at which Agents sell the Premises to the Guest

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2. Applicability of standard terms and conditions of contract

The Owner agrees to these terms and conditions hereunder and in Appendix 1 for any bookings confirmed through Classic Villas and using the Razor Property Management System, regardless of the Agent involved in the booking.

3. Administrator Responsibilities

The Administrator is hereby authorised to let the Premises on behalf on the Owner and charge rental to the Guest or Agent.

3.1 Booking management

- Collecting the rental income from the Agent and paying it over to the Owner less any fees or expenses due or incurred (see Clause 5)
 - Cancellation Policy:
 - Any booking cancelled more than three months prior to arrival date pays a 10% fee.
 - Bookings cancelled between 90 and 60 days of arrival date pay a 25% cancellation fee.
 - Bookings cancelled between 60 and 30 days of arrival date pay a 50% cancellation fee.
 - Bookings cancelled less than 30 days from arrival date pay a 100% cancellation fee.
 - As a result of the above policy, we will retain all deposits and full payment will be remitted by the 10th of the month following the arrival date of the booking.
- To contract with all Agents who book through us on the same terms and conditions as herein.
- Managing the banking and administration process, including but not limited to: deposit and balance cash flows; reimbursement to the Owner and monthly financial statements of account.
- Workflow Management, which involves managing the entire enquiry process from initial lead, through confirmation to final handover to the Owner prior to Arrival date.

3.2 Property Marketing

- Exposure of the property to hundreds of agents and tour operators using the Razor Property Management System for availability.
- Upload of the property onto a number of vacation rental property websites who we have partnered with. This is at no additional cost.
- Adding the Premises to the Classic Villas Social Media Page/s and from time to time running specials and last minute deals

4. Period

The term of this Agreement shall commence on the *(agreed upon dates)*

Upon expiration of the above initial term, and all subsequent terms, this Agreement shall automatically be renewed and extended for a year unless terminated in writing by either party 30 days prior to the date for such renewal.

5. Remuneration and Property Rates

5.1 Remuneration will be 10% + VAT on the STO rate as agreed upon and stated below.
(as agreed by both parties)

	RACK Rate to Guest	STO Rate to Agent	Nett to Owner
Peak (min 14 nights)			
Summer (Nov – Easter)			
Mid (Easter – May & Oct)			
Winter (May – Sept)			

5.2 An annual administration fee of R1,200 + VAT is charged for listing the property and website maintenance. This will be deducted off the first rental. This will be charged pro-rata according to the contract period.

6. Duties of the Owner

6.1 The Owner agrees that they have checked the Administrator's fact sheet / listing and that all the information given to the Administrator (that appears on any other marketing communications being electronic, print and/or any other form of marketing and communication) is correct and true. Should any of the information be incorrect and become a problem in regard to this, the Agent has the right to move the Guest and claim back the rental money paid to the Owner in order to relocate the Guest due to this misinformation.

6.2 The Administrator will not be held liable for any misrepresentation of the property in whatsoever form.

6.3 The Owner is responsible for immediately updating and maintaining the Availability calendar via the Classic Travel website; or notifying the Administrator for any bookings made directly or any periods the owner wishes to use the property him/herself or period of maintenance work.

6.4 The Owner will be bound by the agreed upon Rack and STO rate structure to all enquiries, whether the source be direct or through a third party.

6.5 The rate structure will be agreed upon by the Administrator and the Owner prior to the Property going "live." The Owner agrees to contact the Administrator immediately when rate changes are made. The Owner agrees to honour the rates as per the Razor system.

7. Reservation of Premises

The Owner agrees that in consideration of the reservation of the Premises, once the Administrator has sent the reservation confirmation and received a deposit for a booking, that a booking is confirmed.

8. Disclaimer of Liability

Notwithstanding anything to the contrary contained in this agreement, the Administrator shall under no circumstances whatsoever, be liable for any indirect or consequential loss/es, howsoever caused by the Guest and/or suffered by the Owner.

9. Cancellation Policy

- 9.1 Should the Guest cancel any confirmed booking at any time prior to the arrival date, the cancellation terms in Clause 3.1 applies
- 9.2 Should the Owner cancel any confirmed booking at any time prior to the arrival date, the Owner agrees that the full amount be refunded to the Guest pending an investigation into the reasoning.
- 9.3 If the Premises be unsuitable for occupation as a result of *force majeure*, the Owner agrees to refund the Guest a pro rata rental for the period the Premises were rendered uninhabitable.
- 9.4 The Owner agrees that the Administrator shall not be held liable in any manner whatsoever for any inconvenience and/or loss that the Owner may suffer as a result of any such cancellation.

10. Breach

If a Party commits a breach of this Agreement and fails to remedy such breach within 24 hours of written notice requiring the breach to be remedied, then the Party giving the notice will be entitled to and at its option, either to immediately cancel this agreement and claim damages or alternatively to claim specific performance of all the defaulting Party's obligations, together with damages (if any).

11. Domicilia and notices

The parties choose as their domicilia citandi et executandi the addresses mentioned on the face of the agreement, but such domicilium of either party may be changed by written notice from such party to the other party with effect from the date of receipt or deemed receipt by the latter of such notice.

12. Whole agreement

- 12.1 This is the entire agreement between the parties.
- 12.2 Neither party relies in entering into this agreement upon any warranties, representations, disclosures or expressions of opinion which have not been incorporated into this agreement as warranties or undertakings.
- 12.3 No variation or consensual cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by both parties.

13. Proper Law and Jurisdiction

This Agreement shall be governed by and construed in all respect in accordance with the laws of the Republic of South Africa.
Both the Owner and the Agent hereby irrevocably submit to the jurisdiction of the Courts of the Republic of South Africa as regards any claim or matter arising under this Agreement.

APPENDIX 1 – Terms and Conditions of Occupation

1. Conditions of Reservation

1.1 The reservation of the Premises shall only be confirmed once the duly signed Agents' Reservation Agreement together with proof of payment of the deposit is returned in writing to the Agent and deposit payment has been made to the Administrator.

1.2 Should the full rental not be paid by the final payment date and should the Tenant not pay the full rental within 24 (twenty four) hours of receiving written notice from the Agent that such amount is due and payable, the Owner shall be entitled to cancel this agreement.

1.3 The check-in time for the Premises shall be at or after 14h00 on the occupation date and the checkout time shall be at or before 10h00 on the termination date. After hours check-ins and check-outs may incur an additional charge at the Owners discretion.

2. Refundable Breakage and Security Deposit

2.1 The Owner hereby agrees that the Agent is responsible for ensuring that an adequate breakage and security deposit is taken for each booking, of no less than 20% of the total value of the booking.

2.2 The Guest may under no circumstances whatsoever set-off monies owing by him under the agreement against the breakage and security deposit.

3. Guest's Duties, Rights and Obligations

3.1 The Guest shall –

3.1.1 allow the Agent and the Owner, at all reasonable times, permission to enter the Premises to inspect same in order to view the condition and state of repair thereof;

3.1.2 not sub-let the whole or any part of the Premises to any third party save with the express written permission of the Owner, which permission may be withheld at the Owner's sole and absolute discretion;

3.1.3 not make any alterations or additions to the Premises;

3.1.4 not do, or omit to do anything, which could damage the Premises, or render any insurance policy in respect of the Premises void or voidable;

3.1.5 refrain from doing anything which is illegal and/or causing any noise or nuisance that would in any way disturb the quiet and peaceful occupation enjoyed by the neighbours of the Premises;

3.1.6 comply with the rules of the Body Corporate (if applicable);

3.1.7 use the Premises (including, but not limited to, the garden and/or any portion of the land upon which the Premises is situated) only for residential accommodation and the parking bays only for the parking therein of a motor vehicle;

3.1.8 bear all outgoing telephone call charges in respect of the Premises with effect from the occupation date (if applicable). All such telephone charges shall be determined by deducting the telephone meter reading as at the occupation date from the telephone meter reading as at the termination date. It is recorded that all telephone calls are charged at the prevailing Telkom rates as they may be from time to time;

3.1.9 keep and maintain the interior of the Premises in good order and condition;

3.1.10 make good any damage caused to the Premises by the Guest of any visitor of the Tenant;

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3.1.11 notify the Agent or Owner in writing, within 24 (twenty four) hours after the occupation date, of any defects in the Premises, failing which the Guest shall be deemed to have acknowledged that the Premises was received in good order and condition. The Owner undertakes to remedy such defects (if any) as soon as is reasonably possible;

3.1.12 notify the Owner in writing, within 24 (twenty four) hours after the occupation date, of the absence of any of the items on the inventory, failing which the Guest shall be deemed to have acknowledged that the inventory is true and correct;

3.1.13 not cede and/or delegate any of his rights and/or obligations under this agreement;

3.1.14 ensure that refuse does not remain on or outside the Premises, save in the place provided therefore;

3.1.15 not keep any animals or pets on the Premises;

3.1.16 not make duplicates of any of the keys in respect of the Premises, and shall on termination of this agreement, forthwith deliver all keys (including any duplicates thereof) and remote control units to the Owner or Owners Representative;

3.1.17 on termination of this agreement, return and deliver to the Owner the Premises in good order and condition (fair wear and tear excepted); and

3.1.18 bear the costs of any additional services requested by the Guest and provided by the Owner and/or Agent which services are not recorded in this Appendix 1.

3.1.19 not use the property for any purpose other than standard rental accommodation. Any alternative usage (such as a venue for an event or as a film location) must be agreed in writing with the Owner, prior to occupation, and may be charged at an additional rate.

3.1.20 The Guest undertakes to advise the Agent and/or Owner, as soon as is reasonably possible, of any intended increase in the number of occupants who are to occupy the Premises at any time during the occupation period, as well as the duration of their proposed occupancy of the Premises. It is recorded that any such additional occupants shall only be entitled to occupy the Premises with the express written consent of the Owner, which consent may be withheld by the Owner in its sole and absolute discretion and upon payment of the additional charge per person.

3.1.21 If the Guest wishes to extend the occupation period, and subject to the Premises being available, this can be arranged with the Agent for an agreed additional rental. Such additional rental shall also be required to be paid in advance and the deposit shall not be used to pay for such additional rental.

3.1.22 Should the Guest be an alien as defined in terms of the Alien Control Act 96 of 1991, he/she warrants that he/she is in possession of a legal permit issued in terms of said act, which qualifies him/her to rent the Premises. The Guest hereby indemnifies the Agent and the Owner against any penalty and/or fine arising from such breach of the Guest's warranty contained in this clause.

4. Owner's Duties, Rights and Obligations

4.1 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 Agent into the reasons behind the said unacceptable behaviour.

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

4.2.1 ensure that the Premises (including all contents therein) is adequately insured against damage, destruction, and/or any loss which the Owner may suffer as a result of theft or break-in during the occupation period. This insurance should include SASRIA, malicious and accidental damage;

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- 4.2.2 ensure that the Premises is let with all the furnishings, fittings, appliances, equipment and amenities represented by the Owner as being on or forming part of the Premises;
- 4.2.3 provide a pool service (where necessary) not less than once a week;
- 4.2.4 provide a gardening service (where necessary) not less than once a week.
- 4.2.5 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.
- 4.2.6 provide a cleaning service as agreed (*as agreed upon by both parties*);
- 4.2.7 ensure that linen is changed at least twice a week;
- 4.2.8 ensure that guest relations staff are available to the Guest to attend to and respond to queries, within a reasonable amount of time, in person or via telephone;

4.3 The Owner further undertakes to and in favour of the Guest that it has and/or will, as soon as is reasonably possible, advise and/or inform the Guest, via the 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.

5. Guest's Authority

5.1 The Guest hereby warrants to and in favour of the Owner and the Agent that he/she is duly authorised to enter into the reservation agreement and to bind all the occupants to the terms and conditions of occupation as set out herein.

5.2 The Guests assumes full responsibility for the obligations of the occupants under this agreement.

6. Non-Liability of Agent

For the avoidance of any doubt it is recorded that the Agent is acting on behalf of the Owner and, accordingly it is agreed that neither the Owner, nor the Guest, shall have any claim against the Agent arising out of, or pursuant to, the provisions of this agreement.

7. Jurisdiction

7.1 This agreement shall be interpreted and governed in accordance with the laws of the Republic of South Africa. The parties hereby consent to the non-exclusive jurisdiction of the High Court of South Africa, Cape of Good Hope Provincial Division.

7.2 Notwithstanding the provisions of Clause 6. above, the Guest hereby, in terms of section 45 of the Magistrates Court Act 32 of 1944 (as amended), consents to the jurisdiction of the Magistrates Court in respect of any action or proceedings which may be instituted against him/her in terms of or arising out of this agreement.

8. Indemnification

8.1 The Guest indemnifies the Owner and the Agent in respect of any claim whatsoever for any loss, damage, theft, accident or injury to the property and/or person of the Guest or any other person in occupation of the Premises pursuant to the provisions of this agreement, or his/her relative or any third party arising out of the occupation of, or occurring at the Premises during the period which the Guest/occupants remain in occupation of the Premises.

8.2 The Guest herewith accepts liability for all minors and all visitors to the property.

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