



DE WATERKANT

COTTAGES
& APARTMENTS

cape town south africa

TERMS & CONDITIONS

CANCELLATION POLICY

No shows or premature departure	forfeit 100%
Cancel or amend 0-30 days prior to arrival*	forfeit 100%
Cancel 31+ days prior to arrival, credit card & SA EFT** refunds	forfeit R400 admin fee #

In the event of a cancellation management may consider refunds where those days can be re-booked after deducting any costs incurred with respect to the re-booking and preparation of the residence.

We recommend taking out travel insurance to protect yourself for any loss in the event you cancel or amend your booking.

*Property Security Deposit will be refunded

**International EFT's will be paid back at the ZAR amount we received minus admin. fee

#Please read our website Rates page for any temporary policies re. travel restrictions

AGREEMENT OF STAY

It is the Main Guest's responsibility to bring these terms and conditions to the attention to all other guests. Management reserve the right to terminate a Guest stay with no refund should Guests not comply in full to these terms and conditions.

1. GUEST OBLIGATION

1.1 The number of guests occupying a property may not exceed the maximum number of guests booked, paid for and as named on the booking form.

No sleeping on sofas or third persons in bedrooms allowed. No camping is permitted on the property grounds.

Group bookings, for more than one property, guests are not allowed to gather in one property if numbers exceed maximum occupancy for that specific property.

1.2 The property is for residential purposes only; no business activity allowed that allows access to property by non-paying guests. No commercial photographic or video/film production allowed. No catering companies.

1.3 Hosting parties or events is not allowed.



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1. GUEST OBLIGATION

1.4 Refrain from causing any noise or nuisance that would in any way disturb the neighbours. Behave in such a manner that is unacceptable by managements civilized standards.

1.5 Keep the premises clean, habitable and tidy.

1.6 Smoking or the smell of smoke is not allowed in any indoor area.

1.7 Refrain from making any alterations or additions to the property including moving fixtures and fittings from different areas of the property. Refrain from doing or allowing anything that could damage the property.

1.8 Access will be granted to staff and management at all reasonable times with regard cleaning, maintenance and to inspect property should the need arise.

1.9 No pets are allowed on property.

1.10 No more than 2 additional day visitors are allowed at any one time and must vacate the property before midnight. Management reserves the right to ask visitors to vacate the property with immediate affect should terms and conditions not be adhered to. Guests are responsible for their visitors and liable for any costs incurred.

1.11 Observe the times of arrival from 14h00 and until 10h00 on the departure date.

1.12 Provide in advance of arrival date a copy of all Guest SA I.D.'s and/or Passports.

1.13 Ensure you have the correct valid travel documents and meet all the visa and health requirements throughout the period of your stay.

1.14 We allow children of all ages however areas of the property are not necessarily child friendly and children need to be supervised by parents at all times. We ask parents to make sure children treat the property with care and we do not accept responsibility for any injuries on this property.

The Guests shall be responsible for taking out and maintaining comprehensive travel, personal, health and general insurance in amounts sufficient to adequately cover all risks (including amongst others Force Majeure Events) and to compensate them for any loss, damage to, or destruction of any property, the premises or the death or injury of any person, AND THE GUESTS IRREVOCABLY INDEMNIFY DE WATERKANT COTTAGES AND APARTMENTS AGAINST ANY LIABILITY IN THIS REGARD.



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2. PERIOD OF RENTAL

2.1 Check in is weekdays from 14h00 to 17h30 and weekends/public holidays 14h00 to 15h00. After these times a special late check-in can be pre-arranged and a late check-in fee of R300 applies. This fee does not apply if using our airport taxis service.

For all arrivals on the 25th December and 1st January you have to use our airport pick-up service as our reception is closed and our late check-in service is not available. If you have your own transport the driver can meet you at the property with keys and the single passenger fee will apply.

Earlier check in may be arranged, only the day before arrival date, and if property available and all cleaning and maintenance has been completed. This will only happen from 12h00 and is solely at company's discretion and is not guaranteed. Luggage can be stored during reception hours however we have no changing facilities.

2.2 Check out is by 10h00.

Please check and settle your account the weekday before your departure date; you can drop keys through the reception post-box.

A later departure time may be pre-arranged only the day prior to check-out and subject to availability; a payment surcharge applies and must be made prior to the normal 10h00 check-out time. This fee applies up to 16h00 and for High/Peak Season is R700 and Low Season is R500, after 16h00 the full nightly rate applies. All times are at the company's discretion. The Property Security Deposit cannot be used to pay for this extra surcharge.

2.3 A minimum letting period of 7 nights applies from 20th December to 5th January inclusive. A minimum letting period of 2 nights applies to all other nights.



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3. RENTAL RATE & DEPOSITS

3.1 A 50% Rental Deposit is required to make a booking and the remaining 50% balance is required 30 days before arrival. 100% payment is required 30 days or less before arrival.

3.2 The booking will only be confirmed when the 1st Rental Deposit is paid and received on the due date.

3.3 All payments are in ZAR and shall be made free of bank charges, currency exchange rates and without deduction or set-off. We accept Visa, Mastercard, Union Pay, EFT and ZAR cash. All international refund transactions will be net of bank charges and fees.

3.4 If we are processing a card manually, and not via our 3D Secure payment link, without card present, further proof of card and signature is required with I.D. Please notify us in advance if your card changes or making an alternative form of payment. The card holder and card has to be present at check-in and we are required to take a copy of this plus take a separate signed Merchant Bank voucher imprint for the same amount(s). This has to be kept for six months as per our Visa and Mastercard terms to protect both parties from fraud.

3.5 If paying via EFT payment must clear into our account by due dates; please send proof of payment. Please use main Guest surname, property initials and arrival date as reference e.g. Smith40N12-04-2023

3.6 The separate Property Security Deposit is due 7-days prior to arrival date and must be paid by the main Guest staying in the property and only by credit card. For group bookings, for more than one property, this payment must be done by the main Guest in each property.

3.7 The full balance of the accommodation rental shall be paid by the specified date(s); the Guest will not be allowed to take occupation of the premises until the full rental balance and Property Security Deposit have been paid and received by the company.

3.8 Infants, under 2 years, stay free of charge; children 2 years upwards are charged at the additional person seasonal rate. Baby cots, when available and without bed-linen, are available at R85 per night and can be used by 18 months and younger; maximum 5 nights charged there-after free.



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4. ALTERATIONS & CANCELLATIONS

In the very unlikely event we have to make any changes to confirmed bookings, we will advise you at the earliest possible date. If for any reason beyond our control, we are unable to provide you with the property you have booked, we reserve the right to transfer you to a similar property. However, if this is not possible or you do not wish to be transferred, we will cancel the booking and refund the net received deposit amount from AirBnB. We will not be liable for any cancellation charges for travel arrangements. Any guest amendments, after booking has been confirmed, that reduces nights and/or number of persons, are subject to cancellation terms.

5. COMPLAINTS

If you have any issues during your stay please contact a member of team so we can assist you while you are here. Unfortunately alerting us to a problem once you have check-out, that could have been resolved at the time of your stay, cannot be compensated post stay.



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6. PROPERTY SECURITY DEPOSIT

The Guest is responsible for leaving the property in good order and in a clean condition. The Guest further undertakes to pay for any damages or losses incurred during occupation. The company reserves the right to repossess the property if the Guest or a member of their group has caused damage or failed to comply with any of the terms and conditions.

6.1 The Guest shall pay a separate Property Security Deposit of R2000 7 days prior to arrival. Payment to be made by credit card only and by the main Guest staying.

The company has the right to apply the whole or a portion thereof towards payment of any liability of whatever nature for which the Guest is responsible, including but not limited to:

6.1.1 Damages caused to the premises or its contents this includes stains and scratches, beyond normal wear and tear;

6.1.2 Replacement of items missing from property inventory, see Digital Property Guide;

6.1.3 Smoking inside the property plus smells of cigarettes inside will result in full deposit being withheld;

6.1.4 Extra heavy cleaning due to messy state and dirty condition property left in;

6.1.5 All debris, rubbish, food and drink waste to be placed in rubbish bins and soiled kitchenware placed in dishwasher and/or sink counter and/or cleaned;

6.1.6 Stains on the linen that cannot be removed then replacement costs will be deducted from this deposit. Please note substances like make-up, tanning lotions/oils and blood can leave permanent stains;

6.1.7 Resultant damage if windows, skylights and/or doors are left open upon departure then full deposit being withheld. Outdoor furniture, if applicable, left unlocked; Umbrellas and/or awning left up/open, pool and/or hot tub covers left off/open and not secure;

6.1.8 Braais/BBQ's moved to another exterior floor level and/or used on wooden decks;

6.1.9 Missing keys, remotes, fobs, access cards, key rings and parking permit not returned and/or in worse condition as initially handed over. If not returned prior to next guest check-in, then locks, keys etc. and parking permit will be replaced and the guest held accountable. This is in the interest of security and safety;

6.1.10 Guest is evicted due to noise and disruptive behaviour;

6.1.11 Charges for additional services not settled by the Guest and legal fees, if applicable.

6. PROPERTY SECURITY DEPOSIT

6.2 In the event that the Property Security Deposit is insufficient to cover the costs referred to in this clause 6, the company reserves the right to claim any further amount due directly from the Guest, which the Guest hereby undertakes to pay on demand.

6.3 The company shall retain the Property Security Deposit until all repairs and/or replacements have been completed, if applicable. Should no repairs and/or replacements be necessary, the Property Security Deposit will be refunded from our bank account 7 working days after the departure date. If deductions need to be made that require time in sourcing replacement(s) and/or getting quotes the final refund being released will take longer to process than the 7 working days.

6.4 When we refund the Property Security Deposit please note this means your funds will have been released and left our bank account however the transfer Merchant Bank, Visa/Mastercard and your bank can take a further 7 to 14 working days to clear funds into your account which is standard banking practice. This can take slightly longer for international clients though no longer than 21 working days. Within this time-frame we unfortunately cannot confirm the exact day you will receive funds. If you have any difficulty in tracking this refund, after this banking time-frame, please let us know and we will of course contact the Merchant Bank to confirm payment transfer date details.

6.5 The main Guest should notify reception the same day of check-in, or next morning if late check-in, should any property items be broken or missing. Please refer to Property Digital Guide complete Inventory. Please inform us during stay of any loss of damages so this can be added to your account and settled prior to departure.



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7. WIFI

As an extra service, and separate to your rental rate, we offer free WiFi data in the property.

7.1 Condition of use:

7.1.1 By providing this free extra service we do not guarantee 100% reliability;

7.1.2 Any fault or interruption in service is out of our hands being controlled by third-party companies; we cannot be held liable for any internet interruptions caused due to a faulty third-party service;

7.1.3 We will report faults to third-party companies and follow up;

7.1.4 We are not responsible for data speed or connection;

7.1.5 Please note the more devices and/or the type of service such as video streaming, gaming, conferencing will affect connection and speed;

7.1.6 There will be no compensation, discounts, refunds or alternatives offered at the cost to the company, should the property WIFI not work;

7.1.7 You are not obliged in any way to use this free service.

7.2 Device Access:

7.2.1 You are responsible for keeping the password private at all times and responsible for not giving out the password to any non-paying guests;

7.2.2 Should it be discovered that you have breached the above then you will be liable for all costs relating to re-programming all related equipment;

7.2.3 You are only allowed access to the WIFI network when occupying the property during your rental period;

7.2.4 You are responsible to ensure unauthorized persons or minors do not gain access or misuse this service complying to all terms.

7.3 ISP Policy:

7.3.1 As an uncapped home account, usage and access is determined by the ISP (Internet Service Provider) and not us;

7.3.2 In protecting the integrity of their network for all customers the ISP reserves the right and will take necessary steps to prevent improper usage;

7.3.3 Continuously uploading/downloading or using the service for unattended automated processes such as automatic updates will be managed by rate limiting (slowing down speed) and limiting or preventing service by ISP;

7.3.4 The ISP will take swift and firm action with regard using their service to send and operate unsolicited spam and junk mail activity;

7.3.5 The ISP prohibits customers using their service to harm minors, including, but not limited to, hosting, possessing, disseminating, distributing or transmitting material that is unlawful, including child pornography.



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8. INDEMNITY & LIMITATIONS OF LIABILITY

8.1 While reasonable steps and precautions are taken to ensure that safety measures are in place, De Waterkant Cottages & Apartments, its owners and staff do not except any liability for any injury, loss or damage sustained to any person or property whilst staying in any property. The Guest hereby accept that no amount of care or precaution can exclude risks inherent in the rental of the premises or use of its equipment and facilities, and hereby voluntarily associates itself and the Guests with these inherent risks.

8.2 The Guest indemnifies De Waterkant Cottages & Apartments and the property Owner against any liability, loss, claim or proceedings (collectively referred to hereinafter as "Claims"), including Claims from any other parties consequent upon the death or bodily injury or illness of any person, or damage to or physical loss of any property.

8.3 Guests staying with infants and/or children do so at their own risk, and the Guest hereby declare themselves familiar with the premises and the risk inherent in its use (by the Guest and any children), and indemnify the Indemnified Parties as set out in 8.2 above.

8.4 If the property has a swimming/plunge pool and/or hot tub these facilities shall be used by the Guest their sole risk.

8.5 The Guest, hereby irrevocably warrant agree and undertake as follows:

8.5.1 to comply with the terms of the agreements and fulfil all obligations of the Guest as set out in the agreement;

8.5.2 to abide by all laws of the Republic of South Africa – in this regard, I/we acknowledge that South African law lists and recognizes a number of sexual, alcohol-related and drug-related offences and I/we shall not contravene any such law;

8.5.3 to not commit nor permit any criminal offence and/or any unlawful act of whatsoever nature and howsoever arising to be committed on or around the property;

8.5.4 to ensure that any visitor or third party entering or occupying the premises, as agreed by the company, and by arrangement with or at the invitation of a Guest shall not commit nor be permitted to commit any criminal offence and/or any unlawful act of whatsoever nature and howsoever arising on the premises, nor cause any loss or damage to the premises;

8. INDEMNITY & LIMITATIONS OF LIABILITY

8.5.5 that the Indemnified Parties shall be liable to De Waterkant Cottages & Apartments and the property Owner for any loss, damage or injury arising and/ or resulting from my/our breach of the provisions of paragraphs 8.5.1 to 8.5.4 above, irrespective of whether such breach can be legally imputed to either De Waterkant Cottages & Apartments or the property Owner in any manner by virtue of any duty upon De Waterkant Cottages & Apartments or the property Owner to supervise or control their Guests and/or the activities on the premises;

8.5.6 to keep De Waterkant Cottages & Apartments and the property Owner indemnified and to hold De Waterkant Cottages & Apartments and the property Owner harmless against all loss, damage or injury, from any cause arising, which De Waterkant Cottages & Apartment and/or the property Owner may sustain as a result of my/our breach of the provisions of paragraphs 8.5.1 to 8.5.4 above, irrespective of whether such breach can be legally imputed to either De Waterkant Cottages & Apartment or the property Owner, in any manner by virtue of any duty upon De Waterkant Cottages & Apartment or the property Owner to supervise or control myself and/ or the activities on the premises;

8.5.7 to pay you on demand whatever sum shall be owing to you arising from the indemnity set out in paragraph 8.5.6 above;

8.5.8 that De Waterkant Cottages & Apartments shall be entitled to apply the deposit and interest thereon (as referred to in the agreements) towards the payment of any sum owing to the property Owner in terms of the above indemnity;

8.5.9 that notwithstanding any provision of the agreement and in the event that I/ we have materially breached any provision above, De Waterkant Cottages & Apartments shall be entitled to terminate the agreement with immediate effect and I/we shall have no claim against De Waterkant Cottages & Apartments or the property Owner for such early termination of the agreement;

8.5.10 that their liability under this indemnity shall commence on the commencement date of the agreement and shall cease and terminate 14 (fourteen) days after I restore possession of the premises to De Waterkant Cottages & Apartments in compliance with the agreements.



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9. FORCE MAJEURE

9.1 De Waterkant Cottages & Apartments shall not be liable to the Guest arising out of or caused by, directly or indirectly, forces beyond our control, that prevents the Guest staying including, without limitation, natural catastrophes, fires, storms, floods, war, strikes, civil or military disturbances, acts of terrorism, riots, strikes, work stoppages, acts of war, government action, public authorities, national or local crisis, outbreak of disease, contagion, epidemic or pandemic.

9.2 In the event that the rental or part thereof is terminated by De Waterkant Cottages & Apartments due to a Force Majeure Event, as defined above, De Waterkant Cottages & Apartments will honour all advance deposits paid by the Guest as a credit towards future bookings and to be booked and taken within a 12 month period. The Guest agrees any credit, after this time frame not used as per terms above, De Waterkant Cottages & Apartments shall retain as a cancellation charge.

10. BREACH

10.1 Should the Guest fail to pay the requested rental deposit(s) on or before the specified date therefor, De Waterkant Cottages & Apartments shall have the right to cancel this reservation forthwith and without notice or liability.

10.2 Should the Guest fail to pay the Property Security Deposit on or before the specified dates therefor, De Waterkant Cottages & Apartments shall have the right to cancel the reservation forthwith and without notice. In this event, De Waterkant Cottages & Apartments shall have the right to retain the full amount of the rental deposit held and the Guest shall have no claim arising and/or resulting therefrom, as its cancellation charge and reservation fee.

11. SURETYSHIP

Should two or more persons conclude this agreement as the Guests, such persons (if adults) shall be jointly and severally liable in solidum for the due performance of the Guest's obligations in terms of this agreement.

12. COURT JURISDICTION

The parties' consent to the exclusive jurisdiction of the magistrate's court having jurisdiction over the premises in respect of any legal proceedings arising from this agreement or the Guest's occupation of the premises.

13. APPLICABLE LAW

Regardless of the place of execution, performance or domicile of the parties, this agreement and all modifications and amendments thereof shall be governed by and construed under and in accordance with the laws of South Africa.

14. DOMICILIUM CITANDI ET EXECUTANDI

14.1 The Guest appoints the address of the rented property set out in the Booking Confirmation Form as his domicilium citandi et executandi for all purposes under this agreement and agree to accept service of all legal documents at such premises.

14.2 De Waterkant Cottages & Apartments appoint the business address of De Waterkant Cottages & Apartments as their domicilium citandi et executandi for all purposes under this agreement.

15. CLEANING

15.1 This property is serviced, and our house-keeping team need to clean and check the place weekdays, twice a week, with the exception of South African public holidays.

15.2 If you have a particular time you prefer not to be disturbed, we will try and work around this period if at all possible. Should you require not to be disturbed we can of course give you privacy for a day.

15.3 Our house-keeping service does not include personal guest laundry or excessive dirt and kitchen-ware use; the latter is at managements discretion.

15.4 We provide one dishwasher tablet to get you started, if property has dishwasher. We provide one sachet of washing machine powder to get you started. We provide dish washing up liquid and small guest soap, body wash and shampoo during your stay.

15.5 To assist our cleaning team, we do ask you to keep your belongs tidy and use cupboards and storage provided.



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16. POOLS AND HOT TUBS

16.1 If applicable to your property; to be used at your own risk.

16.2 Please shower before using and only use property beach towels.

16.3 We cannot always guarantee water will remain completely clean during periods of extreme weather conditions plus note outdoor areas are not cleaned Sunday's or public holidays.

16.5 In extreme drought these features may not be in use.

16.6 Unfortunately, if water restrictions are in place that affect these features, we will not issue any refunds for this inconvenience.

16.4 Due to water regulations you are required to always cover when not in use. If water restrictions are in place, we are not allowed to use council tap water, so if facility still available, grey water could be in use and will not be as clear or clean as normal.

17. WATER & ELECTRICITY RESTRICTIONS

17.1 Should the council be enforcing water restrictions there will be property signage and guidelines and we ask that you adhere to these restrictions as overuse could result in water being controlled or cut off.

As of 1st November 2020 all water restrictions were lifted.

17.2 South Africa's electricity can be affected by "Load shedding" where the council have to enforce controlled outages to prevent a complete black-out. This is different from power cuts which only occur due to an emergency technical fault. The De Waterkant area luckily is on the same grid as the closest hospital so to date has not been affected by the city wide Load Shedding.

17.3 Unfortunately, these council and government restrictions are out of our control and we will not issue any refunds for this inconvenience.