

TERMS AND CONDITIONS – MONTAGU COUNTRY HOTEL

All bookings under this agreement shall be subject to the following terms and conditions:

1. **APPLICATION** - All quotations or estimates provided by or bookings made with and/or all services rendered by or on behalf of Montagu Country Hotel Pty Ltd and The Wild Apricot Pty Ltd T/a Montagu Country Hotel ('MCH') are subject to these terms and conditions ('the Conditions').
2. **THE CLIENT AND AUTHORITY** - The person requesting such quotations or estimates or making such booking or to whom any service is rendered, or by clicking the "Book Now" button herein, the customer/client signifies and accepts all terms and conditions contained in this specific Website is deemed to have read and accepted the Conditions and to have the authority to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered (collectively referred to as 'the Client').
3. **THIRD PARTY SERVICE PROVIDERS** - MCH provides Clients with accommodation and travel and/or other services either itself or acting as agents for principals engaged in or associated with the travel industry, such as airlines. The Operator represents such principals as agents only and accordingly accepts no liability for any loss, damage, injury or death which any Client may suffer as a result of any alteration, act or omission on the part of or the failure of such principals to fulfil their obligations, whether in relation to travel arrangements, accommodation or otherwise. The contract in use by such principals (which is often constituted by the ticket issued by the principal), shall constitute the sole contract between the principal and the Client and any right of recourse the Client may have, will be solely against such principal.
4. **PAYMENT AND PAYMENT TERMS GENERAL**
 - 4.1. Unless stated otherwise in the face hereto, all invoices shall be due and payable upon presentation. Queries in respect of specific invoices shall not affect immediate payment of any other outstanding amounts. Any amounts payable by the Customer to MCH in terms of this agreement and not paid on due date, shall accrue interest at 1% (one percent) above the prime bank overdraft rate as advised by MCH's Bankers. No Cheque payments will be accepted. All payments by credit or debit card shall be levied with no additional charges.
 - 4.2. Payments made by means of bank transfer must be free of banking or any transaction fees (including form bank charged and currency conversions cost) connected to paying the amount owed.
 - 4.3. MCH reserves the right to cancel any booking forthwith and without liability on its part in the event of damage to, or destruction of the allocated causes beyond the control of MCH which shall prevent it from performing its obligations in connection with any booking.
 - 4.4. MCH also retains the right to request full payment in advance, or a deposit, at the time of booking in certain circumstances or if the booking includes certain additional terms & conditions, amenities or services
5. **CANCELLATION POLICY:**
 - 5.1. Once a reservation has been confirmed, the following cancellation policy is applicable with immediate effect. Cancellation fees will be levied in the event of a cancellation and in accordance with the reservation terms and conditions as set out below:
 - 5.2. Should the booking be cancelled in *WRITING*:
 - 5.2.1. Cancellation 15 days or more prior to the arrival date, 10% handling fee will be charged.
 - 5.2.2. Cancellation 14 days or less prior the arrival date forfeits the full deposit.
 - 5.2.3. NO SHOW: 100% of reservation value.
 - 5.3. Please note the cancellation for bookings made under the Non-refundable rate policy no refund will be done under any circumstances.
 - 5.4. No verbal cancellations of reservations will be accepted.
 - 5.5. Cancellations are only confirmed once you have a return email from MCH stating status of your reservation as such.
 - 5.6. In the event of a no-show, or should you not arrive on the stated arrival date, your room will be released at 23:59 on the stated arrival date and a cancellation fee for the entire booked period will be charged. Should you be delayed for any reason, please let us know so that we hold your room for you. Relevant charges apply.
 - 5.7. Should a Guest depart earlier than the confirmed departure date, a full cancellation fee for the remainder of stay will be charged.
 - 5.8. If credit card details are only taken to secure reservations, the full applicable cancellation fee as detailed above will automatically be billed to your card should we not receive prior notice of your cancellation. No further authorisation will be sought or required.
 - 5.9. *If MCH could resell the room(s) the difference will be reimbursed, less 10% admin fee.*
 6. **GROUP RESERVATIONS**
 - 6.1. All groups are subject to a 50% non-refundable deposit at least 60 days before arrival date or as stipulated in the individually negotiated contract.
 - 6.2. The following Cancellation Policy applies to the remaining 50% of the full value of the stay:
 - 6.2.1. Cancellation 15 to 30 Days prior to the arrival date: 50% Cancellation fee applicable.
 - 6.2.2. Cancellation 14 days or less prior to the reservation date: 100% Cancellation fee applicable.
 - 6.3. If the payment requested has not been received by the due date stipulated on your booking, the reservation will be released unless prior alternative arrangements have been made in writing.
 - 6.4. Where a cancellation is not made in accordance with our Cancellation Policy terms, we reserve the right to charge full fees, in accordance with the above, against your payment details provided, without your presence or further authorisation being required.

- 6.5. If your method of payment is EFT, you will be billed, and you will liable to make full payment on demand.
- 7. BOOKING, DEPOSIT & RESERVATION - General**
- 7.1. MCH reserves the right to require payment of a deposit at any time prior to the date of the booking. The amount of such deposit will be determined by MCH at its sole discretion. Should the Customer fail to pay such deposit by the date indicated on the face of this agreement, or within 72 hours of being requested to do so MCH shall deem the booking to be cancelled.
- 7.2. If any amount owed by the Customer is not paid on due date, then without prejudice to or any other right it may have, MCH may immediately suspend the carrying out of any of its then uncompleted obligations until the payment is made.
- 7.3. The customer shall not be entitled to assign or cede the booking to any third party or utilize MCH's facilities for any purpose than that stated without MCH's written consent which shall not be unreasonably withheld. MCH may cancel the contract or any uncompleted part of it, or the Customer's credit facility, if the Customer commits a breach of any of the terms of conditions of this contract; or, is provisionally or finally sequestered or surrenders or makes application to surrender his estate; or, being a partnership, the partnership terminated; or, being a company or close corporation, is placed under a provisional or final order of liquidation or judicial management; or, has a judgement recorded against it which remains unsatisfied for 7 days; or, compromises or attempts to compromise generally with any of the Customer's creditors. MCH's rights as aforesaid shall not be exhaustive and shall be in addition to its common law rights. Upon the cancellation of the contract or the credit facility granted to the Customer by MCH for any reason whatsoever all amounts owed by the Customer to MCH in terms of the contract shall become due and payable forthwith. In such circumstances the Customer herewith cedes, assigns and transfers as security for the payment by the Customer of all amounts due by them to MCH, all its right, title and interest in and to all claims of whatsoever nature and howsoever arising which the client may have against its own debtors, without any limitation whatsoever, and MCH would then be entitled to recover the amount due to it by the Customer directly from such a debtor or debtors.
- 7.4. The signature of any employee or agent of MCH which appears on MCH's official invoice will constitute prima facie evidence of the supply of the accommodation and services.
- 7.5. MCH has the right not to accommodate the Customer without an original order / voucher or confirmation letter with clear billing instructions, in the event of a booking made by a third party on behalf of the customer.
- 7.6. *Non-Refundable Rates* - Payment going through our Payment Gateway will secure full payment and debit the credit card used in making the booking. Booking will be non-refundable on cancellation or amendments.
- 8. INDIVIDUAL RESERVATIONS** (The following applies specific to individual reservations)
- 8.1. All individual bookings must be guaranteed within 72 hours of making the reservation by providing credit card details. If credit card details are not available, a deposit or full pre-payment may be required. If a deposit is paid, proof of payment is to be received within this time period.
- 8.2. You will be required to present the payment card used to secure your booking, along with your matching ID on check-in, when full payment for your stay will be deducted.
- 8.3. Vouchers are required for all bookings received via Tour Operator or Travel Agent and must be advised of at the time of booking and presented on check-in, to be accepted.
- 8.4. If your card was only provided as a guarantee at the reservation stage; at the time of check-in we will deduct the full amount of your stay (room rate, VAT and any extras booked). We may also choose to accept a cash deposit in place of the card payment, in which case the room rate, VAT, room levy, any extras booked and a daily amount for incidentals will be required on check-in.
- 8.5. All outstanding charges must be paid for in full on check-out from MCH. Should you leave without settling your final bill, all charges will be deducted from the credit card details provided without your presence and without MCH requesting further permission. Should there not be enough funds for the outstanding amount you will be held liable for such until the debt has been settled in full.
- 9. GROUP RESERVATIONS** (The following applies specific to group reservations)
- 9.1. All groups are subject to a 50% non-refundable deposit at least 60 days before arrival date or as stipulated in the individually negotiated contract.
- 9.2. The Full payment for the entire stay is required 30 days prior to arrival to secure the reservation.
- 9.3. If the booking is made within 30 days of arrival, full payment is required on booking.
- 9.4. Vouchers are required for all Group bookings received via Tour Operator or Travel Agent and must be presented on check-in for them to be accepted.
- 10. VOUCHERS**
- 10.1. If you have a voucher, please advise us and provide the voucher number at the time of booking.
- 10.2. Vouchers not advised of and agreed upon, will not be accepted as a method of payment on departure.
- 10.3. Please present the voucher to Reception on arrival for it to be an accepted method of payment.
- 10.4. Vouchers are not interchangeable or exchangeable and only remain valid for the time / dates indicated on the voucher.
- 10.5. Under certain circumstances we may be able to extend the voucher (for a limited period). Please contact us to enquire.
- 10.6. Regrettably we cannot extend a voucher once it has already expired.
- 11. REQUIRMENTS for CHECKING IN**
- 11.1. Per the amendment of the Immigration Act (No. 13 of 2002), it is now a legal requirement for all Hotels in South Africa to keep information containing details of all GUESTS provided with lodging accommodation.
- 11.2. This information must include:
- 11.3. A copy of identification document, or passport;
- 11.4. Full names and surname;
- 11.5. Residential address

- 11.6. Residence status in South Africa
- 11.7. All GUESTs are thus required to provide proof of identification (photo identity document / passport) upon check in as of 01 December 2015.
12. **SPECIAL REQUESTS** – The Client, who have special requests, must specify such requests to MCH in the Reservation Form. Whilst MCH will use its best endeavours to accommodate such requests, it does not guarantee that it will.
- 13. SWIMMING POOL**
- 13.1. As the pool is not under constant supervision, it is stressed that Guests are responsible for their own safety whilst in the pool area. Running, jumping or diving in the pool area is not permitted.
- 13.2. Guests are advised to read the additional regulations which apply and are on display in the pool area.
- 13.3. For safety reasons, all children under the age of 16 must be accompanied by an adult when using the swimming pool. Their safety is under the responsibility of the adult accompanying them.
- 13.4. MCH does not accept any liability for accidents or injuries at the Swimming Pool area, or anywhere else on the Estate.
14. **IMPAIRED MOBILITY** - The Client with impaired mobility, or other requirements should check with MCH in advance to ensure that their needs can be accommodated. Please call or email MCH directly for particulars.
- 15. CHILD POLICY**
- 15.1. Children aged 0-2 stay at a fee as indicated on the rate sheets in their parents' room. 1
- 15.2. Baby cots can be provided by prior request at no additional charge.
- 15.3. A maximum of 1 additional mattress (for ages 2 – 12 years) can be placed in certain rooms on request dependant of the room and availability. A supplement applies, which includes accommodation and breakfast.
- 15.4. Children of 12 and over pay the full adult room rate and will be accommodated in a separate room, depending on room type.
- 15.5. Babysitting is available by prior arrangement. These services are outsourced, therefore carry an additional cost. MCH cannot accept any liability for these services.
16. **INSURANCE** - It is strongly advised that all Clients take out adequate insurance cover such as cancellation due to illness, accident or injury. Personal accident and personal liability are also recommended. MCH will not be responsible or liable if the Client fails to take adequate insurance cover or at all.
17. **RESPONSIBILITY** - The Customer, its employees, guests or invitees enter and / or access and / or use the premises of MCH at their sole and exclusive risk. Neither the owner of these premises, nor MCH, its subsidiaries and/or associated companies, their workmen, employees, sub-contractors and / or agents are or may be held liable and / or responsible for any direct, indirect, special, punitive, incidental, exemplary, consequential or any other loss or damages caused through the negligence of the owner, or otherwise arising out of any other cause whatsoever, including but not limited to damages or loss or personal injury or fatal injury caused by fire, theft, floods, force majeure, third party acts, civil unrest and / or insurgence, to the parked vehicles or any content left therein or for any injuries or fatality suffered by any person entering, accessing or using these premises. The person entering, accessing or using these premises, hereby indemnify and hold harmless the owner against all and any claims of whatsoever kind of nature and howsoever arising, which may be made against the owner by any claimant whatsoever in respect of personal injury or fatality or damage to vehicles or property, occurring or arising out of any one or more of the incidents set out above, nothing omitted. The Customer shall be responsible for any damage caused to the allocated rooms, furnishings, utensils and equipment therein, by any act or omission of the Customer, its employees, guests or invitees of the Customer.
18. **SMOKING POLICY** - South African Smoking law applies. Two designated smoking areas are available to our smoking clients. The Client is not permitted to smoke in any buildings and other public areas. All our Guest bedrooms is non-smoking areas. A charge will be applied for smoking in the bedrooms, or on the balconies and patios as they will need deep cleaning on your departure.
19. **PETS** – We do have designated pet friendly rooms. Small, friendly breeds only which are welcomed by prior arrangement. Dogs must be on a leash at all times and pets are not allowed inside dining areas. Service dogs are welcomed by prior arrangement.
20. **LIMITATION OF LIABILITY** - MCH will under no circumstances be liable for any claim whatsoever, unless such claim is due to the gross negligence of MCH and such claim is lodged in writing with MCH within 30 (thirty) days after the end of stay. Such liability will be subject to a limitation of R10 000,00 per Client and under no circumstances will the Operator be liable for any indirect or consequential loss or damage.
- 21. GENERAL**
- 21.1. A certificate signed by the General Manager or Financial Controller of MCH showing the amount owing by the Customer at any one time and reflecting the amount thereupon as due and unpaid shall be prima facie proof of the effect therein stated for the purpose of any action whether by way of provisional judgement (or otherwise) shall be sufficient proof of the Customer's indebtedness on insolvency or for any other purpose whatsoever.
- 21.2. Any indulgence shown to the Customer shall not constitute a waiver or ovation of MCH's rights.
- 21.3. All information obtained in any website, brochure, or catalogue which accompanies or forms part of any tender or advertisement made by MCH, which shall include prices, is subject to change and MCH will not be bound to comply exactly therewith. MCH shall not be liable for any inaccuracies in any brochures or information supplied by it which the Customer fails to verify with MCH management in writing. Where a price increase is necessitated, the Customer will be notified within a reasonable period.
- 21.4. Advice, recommendations or opinions by representatives of MCH are given and expressed in good faith and shall not constitute representations of any description and shall not give rise to any claim against MCH or any such representatives.

- 21.5. The parties choose as their respective domicilia citandi et executandi for the effective service of all notices and legal processes following from this agreement, the trading/residential addresses and fax numbers set out on the face hereto. The parties shall be entitled to change their respective domicilia citandi et executandi from time to time by giving written notice of an alternative address within the Republic of South Africa to the other party to this agreement, which notices shall take effect upon receipt of such notice of change by the addressee. All notices required to be given in terms of this agreement shall be in writing and shall either be delivered by hand to the domicilium as set out therein or be forwarded by pre-paid registered post to the postal address set out therein, in which latter event it shall be deemed to have been received by the addressee on the 7th (seventh) day after posting. Any notice faced to the fax number of a party shall be regarded as properly delivered on the 1st (first) business day following the day on which the fax was successfully transmitted, if it has been confirmed by registered letter posted no later than the business day immediately following the date of transmission.
- 21.6. These terms and conditions apply mutatis mutandis not only to any future contract(s) between MCH and the Customer for accommodation and services, but also to the agreement between MCH and the Customer in terms of which a credit facility is granted to the Customer by MCH
- 21.7. The provision of standard operating apparel and/or equipment for e.g. linen used by MCH shall be dependent on availability.

22. WIFI TERMS & CONDITIONS

- 22.1. Free, Wi-Fi while your stay with MCH has been provided for.
- 22.2. MCH provides guests, who are resident in their hotel, with Free Wireless Internet Access, which is provided under a fair usage policy. The Free Wireless Internet Access is provided with the expectation that the guests will utilize this service in a lawful, professional and responsible manner.
- 22.3. MCH offers the Free Wireless Internet service for activities such as the active use of email, instant messaging, browsing the World Wide Web and accessing corporate intranets. The service is not intended for high volume data transfers, especially sustained high volume data transfers, video conferencing, Peer 2 Peer downloads etc. The Free Wireless Internet service is not refundable and/or transferable and cannot be redeemed for cash or any other service.
- 22.4. Although MCH will always use its best endeavours to have the service available, MCH does not guarantee the availability of the service and shall not be liable in any manner whatsoever in respect of any loss or damages caused by, or arising from, the unavailability of, or any interruption in the service for any reason whatsoever. This Free Internet Access offer can be amended or withdrawn in full or partially at the sole discretion of MCH.
23. **LEGAL FEES** - The Client will be liable for all legal fees on an attorney and own client scale if the Operator must engage a lawyer to enforce any of its rights or otherwise. This agreement shall be governed by the Laws of the Republic of South Africa. In the event of MCH having to institute legal proceedings against the Customer in terms of this Agreement, the Customer agrees to pay MCH all costs incurred in respect of such action on a scale as between attorney and own client including collection commission.
24. **CONFIDENTIALITY** - MCH undertakes to deal with all Client information on a strictly confidential basis.
25. **ENTIRE CONTRACT** - The Conditions constitute the entire terms of the relationship between the parties. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever regulating the relationship and the Client acknowledges that he/she has not relied on any matter or thing stated on behalf of the Operator or otherwise that is not included herein.