

Rusty Gate Mountain Retreat (Pty) Ltd

Company Registration Number: 2006/019364/07
Physical Address: Farm 826, Helderstroom Road, Caledon, 7230, South Africa
Postal Address: PO Box 90, Greyton, 7233, South Africa

Terms and Conditions of Service

Any bookings accepted by Rusty Gate Mountain Retreat (Pty) Ltd (hereinafter "Rusty Gate") are subject to these Terms and Conditions. Payment of the Deposit is deemed to be full and unconditional acceptance of these Terms and Conditions by the Guest (where the "Guest" includes the person contracting with Rusty Gate and/or associated persons occupying, visiting and using the Rusty Gate Facilities).

ACCOMMODATION, BOOKING AND PAYMENT REQUIREMENTS

Accommodation and Venue Hire Conditions

- Guests can book Facilities in part (e.g. cottage) or in whole (entire venue), hereinafter referred to as the Facilities or Booked Facilities.
- Mid-week stays require a minimum of 1 (one) night from Monday to Thursday and weekend stays require a minimum stay of 2 (two) nights from Friday to Sunday.
- Mid-week rates are not applicable during South African public and school (private and public) holidays.
- Rates indicated are daily rates per unit regardless of the number of occupants, and the number of occupants may not exceed maximum capacity of Booked Facilities.
- Additional charges will apply for specific events (e.g. weddings) that require full and exclusive use of all Rusty Gate's Facilities and will be quoted for separately as a package deal.
- Rusty Gate reserves the right to change accommodation and venue hire rates at any time, and active rates will be reflected in our online booking system.

Bookings and Payments

- Quotations are valid for 7 (seven) calendar days and subject to availability of requested Facilities, unless otherwise specified.
- When a provisional booking is made either through our online booking system or directly with Rusty Gate, Guests will receive a quotation for the full amount "Booking Charge") for their stay.
- A 50% deposit (the "Deposit") is required within 7 calendar days for the booking to be deemed as formally confirmed. Failure to pay the Deposit by the due date will result in cancellation of the provisional booking and Rusty Gate retains the right to release the booking to another Guest.
- The balance (if any), of the Booking Charge is to be paid before 14 (fourteen) calendar days prior to the Arrival Date.
- If the full payment for the Booking Charge does not reflect in the Rusty Gate Bank Account 14 (fourteen) calendar days before the Arrival Date, the Confirmed Booking may be cancelled, and the Deposit forfeited at the sole discretion of Rusty Gate.
- Guests wishing to extend their stay are required to give at least 1 (one) calendar days' notice, subject to the Booked Facilities or any other Facilities being available.
- Payment must be made in South African Rand (ZAR) and must be clear of all bank charges, exchange rate variations and any other deductions. Methods of payment accepted by Rusty Gate include:
 - Electronic bank transfer to the Rusty Gate Mountain Retreat Bank Account;
 - Digital payment channels (e.g. PayPal) as accepted by Rusty Gate at its sole discretion from time to time; and
- In the rare case of a possible double-booking the Deposit that reflects in the Rusty Gate Bank Account first will secure the Booked Facilities, and the later Deposit will be refunded in full.

Breakage Deposit

- Rusty Gate reserves the right at its sole discretion to include a refundable breakage deposit ("Breakage Deposit") of not less than 10% (ten percent) of the total Booking Cost to be included in the Booking Charge for specific events such as weddings, bachelor's parties, etc.
- The Breakage deposit will be refunded to the Guest within 14 (fourteen) calendar days of the Departure Date
 - in whole, in the case where no recovery of costs is required;
 - in part, in the case where recovery of costs is required due to breakage and such costs are less than the Breakage Deposit paid;
 - the Guest having provided Rusty Gate with valid and correct bank account details for return of the Breakage Deposit (or balance thereof) in writing.
- No cash refunds will be issued to a Guest on the Departure Date.

Cancellation Policy

- Notice of cancellations must be submitted to Rusty Gate in writing via electronic e-mail to info@rustygate.co.za.
- When a Guest wishes to cancel a booking, the following policies shall apply:
 - Cancellation less than 14 (fourteen) calendar days before the Arrival Date shall forfeit 100% (one hundred percent) of the Booking Charge;
 - Cancellation between 14 (fourteen) and 30 (thirty) calendar days before the Arrival Date shall forfeit 100% (one hundred percent) of the Deposit;
 - Cancellation more than 30 (thirty) days before the Arrival Date shall forfeit 50% (fifty percent) of the Deposit.
- A change of Arrival Date or Departure Date by the Guest may be treated as cancellation and re-booking at the sole discretion of Rusty Gate.
- Refunds to Guests upon cancellation will be made within 14 (fourteen) calendar days.

ARRIVAL AND DEPARTURE TIMES

Arrivals & Departures

- Check-in time on Arrival Date is from 15:00 onwards;
- Check-out time on Departure Date is 10:00. Should the Guest vacate after 10:00 on the Departure date without specific consent, Rusty Gate reserves the right to charge an additional day's Booking Charge to the Guest.
- Special requests to deviate from the specified check-in and check-out times need to be made prior to the Arrival Date for consideration by Rusty Gate.
- Keys will be provided for the Booked Facilities and are to be left in the lock of the main entrance door of the Booked Facilities on the Departure Date. The Guest will be liable for a key replacement charge of R250.00 (two hundred and fifty Rand) for any keys of the Booked Facilities if lost or misplaced by the Guest during occupation from the Arrival Date to the Departure Date.

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SERVICES AND EXTRAS

- **Service Hours:** The Rusty Gate office is open from 08:00 to 17:00 on weekdays for bookings and/or general enquiries. A caretaker lives on the Rusty Gate Property and is available for emergency and/or maintenance related assistance during the Guests' stay. The caretaker's contact details will be provided to Guests on or before the Arrival Date.
- **Catering:** Rusty Gate is a self-catering venue and Guests need to supply their own food, beverages and ice. If there are specific catering needs, Rusty Gate can assist with a list of catering service providers in the local area and arrange introductions.
- **Sleeping Capacity:** A sleeper couch in each cottage (two in Sunbird Cottage) can be prepared to sleep an extra adult or two children per couch. Guests must request for sleeper couch preparation when booking Facilities. Guests are responsible for providing their own sleeping cot if required for a baby or toddler.
- **Cleaning Services:** Cleaning services (including dish washing, sweeping and waste removal) during a Guest's stay is not included in the daily rate but can be provided upon request at an additional charge. Rates applicable are R100.00 (one hundred Rand) for a half day rate, or full day rate of R200.00 (two hundred Rand) per cleaner. Cleaning services must be booked prior to the Guests' Arrival Date and cleaners are paid in cash on the day.
- **Wood:** All the cottages and Eagle's Eyrie are stocked with wood and firelighters for braai facilities and fireplaces prior to Guest arrivals. Should Guests require additional wood within a period of 2 days' stay, it can be provided at R25.00 (two hundred and fifty Rand) per crate and is immediately payable in cash or via SnapScan® which is available on site for easy payment. If Guests book a stay of longer than two days, wood will be replenished at no cost on the third day of their stay.
- **Cell phone reception and Internet Access:** Limited Cell phone reception and 3G data access is available at Eagle's Eyrie and high lying areas of the property. Wi-Fi is available for Guest Internet access at Eagle's Eyrie and the password will be provided on arrival. No cell phone reception or Wi-Fi access is available at the Cottages

USE OF FACILITIES

Use of Facilities and Contents

- Guests are responsible for taking all reasonable care of the Booked Facilities and its associated infrastructure and contents.
- Facilities and all equipment, utensils, furniture etc. must be left clean and tidy upon departure.
- No items deemed to be the property of Rusty Gate may be removed from the property without the express written consent of Rusty Gate.
- Inventories must be checked by Guests upon arrival, and any discrepancies must be reported to Rusty Gate within 24 (twenty four) hours of the Arrival Date. If no shortages or damages are reported, the contents of the Booked Facilities will be regarded as correct and Guests will be held responsible for any shortages or breakages incurred.
- Except in the case of normal wear and tear Guests will be responsible for making good any damage to the Booked Facilities or its contents which has occurred due to negligence, wilful damage or irresponsible behaviour on the part of the Guests or their visitors. Any damage must be reported by the Guest to Rusty Gate without delay.
- In the event that breakages and/or damages and/or missing inventories to the Booked Facilities are discovered on/or after the Departure Date, or if extraordinary cleaning of the Booked Facilities is required after departure of the Guest, Rusty Gate will notify the Guest in writing within 7 (seven) calendar days of the Departure Date, providing detail of such breakage and/or damage and/or missing inventories, and presented with an invoice for the cost of repairs, replacement and/or cleaning thereof. Guests shall be liable for settlement of the invoice on presentation.

Noise Disturbance

- Guests acknowledge and accept that Rusty Gate is a serene and quiet place for the enjoyment of all Guests and are requested to respect other Guests in this regard.
- Unless specifically approved by Rusty Gate beforehand, no activities, equipment or vehicles causing noise disturbance will be allowed on the property, including (but not limited to) loud music, generators motorbikes, quad bikes or scramblers.

Pets

- Pets are not allowed on the Rusty Gate property, unless a special concession at the sole discretion of Rusty Gate is made prior to arrival.

Septic Tanks

- Guests acknowledge and accept that septic tanks are used at Rusty Gate for processing of all sewerage and grey water, and that these systems are sensitive to unwanted chemicals or foreign objects that can cause blockages.
- No foreign objects, e.g. sanitary pads and cigarette butts, may be flushed down the toilets.
- Rusty Gate uses single ply toilet paper to limit solid materials entering the septic tanks, and Guests are required to limit use of toilet paper to only that which is required.
- Guests are requested not to use exotic soap, shampoo or cleaning materials. Commercially available hygienic products and cleaning materials provided is allowed for use with septic tanks.
- Costly cleaning of blockages in sewerage systems will be charged to Guests if found to be as a result of foreign objects and/or solid materials.

ENVIRONMENTAL CONDITIONS - RESPECTING NATURE

Safety and Security in a natural environment

- Guests acknowledge and accept that the Rusty Gate Property is situated in the mountainous and natural environment of the Rivieronderend Mountains, and that this includes the presence of local fauna and flora on the property, including (but not limited to) baboons, carnivorous mammals and snakes.
- Although Rusty Gate takes reasonable steps to ensure the safety and security of Guests and their possessions, Guests retain final responsibility for their own safety and security.
- Guests are responsible for closing of doors and windows of Booked Facilities to prevent the unwanted access of local fauna, e.g. snakes and baboons.
- Guests are recommended to stay on gravel roads, walkways and indicated hiking trails as far as possible and remain vigilant to avoid disturbance of the wildlife. Guests venturing off roads, walkways and indicated trails do so at their own risk as it may increase the possibility of encountering and surprising wildlife such as snakes or baboons in their natural habitat.

Fire Hazards and Arson

- Guests acknowledge and accept that the fauna on the Rusty Gate Property and surrounding areas, and specifically the 'fynbos' indigenous to the area, is deemed to be a fire hazard under conducive climatic circumstances.

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- **Designated fire areas:** Guests may only make fire in specific for purpose areas (i.e. braai areas, fireplaces and wood burning stoves) and are responsible for extinguishing all fires before leaving a designated area. No fires may be made by Guests on the Rusty Gate Property away from the Facilities or outside designated braai and fire pit areas unless specifically permitted by Rusty Gate and under authorised supervision.
- **Fireworks:** Under no circumstances are any fireworks allowed onto the Rusty Gate property or to be set off on the Rusty Gate property.
- **Smoking:** Smoking is not permitted inside any building on the Rusty Gate Property. Smoking is allowed in open areas of the Rusty Gate Property subject to the provisions of the applicable legislation, including the Tobacco Products Control Act 83 of 1993 (as amended). Guests who smoke on the Rusty Gate Property are responsible for safely and properly extinguishing cigarettes, cigars or the like.
- Any Guest or person responsible for, or suspected to be responsible for, starting a fire on the Rusty Gate Property leading to a veld fire or fire causing damage to the Facilities and/or Rusty Gate Property or adjacent property shall be reported to the appropriate authorities and may be subject to criminal prosecution and/or civil litigation for compensation for damages.
- Any Guest found to be in non-compliance to the above, may be subject to immediate removal from the Rusty Gate Property and cancellation stay without any compensation or refund.

Water Usage

- Guests acknowledges and accept that South Africa is a water scarce country and undertakes to use water sparingly, and that Rusty Gate may be subjected to legally enforced water restrictions from time to time notwithstanding the availability of natural water resources (e.g. boreholes) on the Rusty Gate Property.
- Any Guest found to be in non-compliance to the provisions of the above, may be subject to immediate removal from the Rusty Gate Property and cancellation of the Confirmed Booking without any compensation or refund.

GENERAL INCAPACITY AND LIMITATION OF LIABILITY

General Incapacity

- Although Rusty Gate will take all reasonable steps and precautions to minimise disruption and discomfort to Guests, Rusty Gate cannot be held liable in the instance of any of the following events occurring during Guests' stay:
 - Unanticipated interruption to electricity, water and sewerage to, from or at the Booked Facilities;
 - Industrial action, civil uprising or criminal activity;
 - Fire, frost, flooding, subsidence or any other 'force majeure' event;
 - Unanticipated interruption to telephony and/or Internet to or on the Rusty Gate Property.

Limitation of Liability

- Guests and/or day visitors acknowledge and accept that entering the Rusty Gate Property is done so at their own risk. Rusty Gate, its owners and personnel will not be liable (or held responsible) for any damages, loss or injury that results from entering the Rusty Gate Property or use of Facilities.
- The Guest agrees to indemnify and hold harmless Rusty Gate (and its directors, officers, agents, successors and assigns) from and against any and all losses, liabilities, deficiencies, costs, damages and expenses (including, without limitation, reasonable attorneys' fees, charges and disbursements) incurred by the Guest as a result of wilful or negligent acts of Rusty Gate, its directors, officers, employees, agents or assigns, or any inaccuracy of the representations made by RUSTY GATE in these Terms and Conditions.
- The maximum aggregate liability of Rusty Gate pursuant to its indemnification obligations shall not exceed the value of one day's Booking Charge.

INFORMATION DISCLAIMER AND PRIVACY POLICY

Website

- The information contained in the Rusty Gate Mountain Retreat website at <http://rustygate.co.za> (the "Website") is provided by Rusty Gate.
- Whilst all efforts are made to keep the information up to date and correct, Rusty Gate makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Website or the information, products, services, or related graphics contained on the Website for any purpose.
- Any reliance placed on such information by the Guest is therefore strictly at their own risk.
- For more information please refer to our Website Policies and Procedures as published at <http://rustygate.co.za/important-info/> or available on request in writing to info@rustgate.co.za.
- In no event shall Rusty Gate be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of the Website.

Privacy Statement

- Rusty Gate is committed to ensuring secure use of any Guest information as per our Privacy Policy as published at <http://rustygate.co.za/important-info/> or available on request in writing to info@rustygate.co.za.