

HOST AGENTS

Standard terms and conditions for Host Agents guests

This agreement is binding and applicable to all persons who access this website (or any part thereof), as well as to any persons using The Company's services.

THE COMPANY

Host Agents

CONTACT

book@hostagents.com
+27 87 238 1796

ADDRESS

Unit 7, College House,
4 Village Walk, Parklands,
Cape Town, 7441, South Africa

GOVERNING LAW

South Africa

1 General

1.1. THE COMPANY

The company name: Host Agents

1.2. THE COMPANY'S CONTACT DETAILS

Email: book@hostagents.com

Number: +27 87 238 1796

Address: Unit 7, College House, 4 Village Walk, Parklands, Cape Town, 7441, South Africa

ACCEPTANCE OF THIS AGREEMENT BY YOU

This agreement is binding and applicable to all persons who access this website (or any part thereof), as well as to any persons using The Company's services (which are outlined below). Please note that you may make use of The Company's services and websites, as long as it is subject to the terms and conditions that are outlined and stipulated in this document.

By using The Company's website or services you will be deemed to have agreed to be bound by this agreement. If you do not understand or agree to be bound by this agreement, you must exit this website right away and refrain from using The Company's websites or services, as further use will bind you to this agreement.

1.3. OVERALL ACCEPTANCE OF THIS AGREEMENT

Through your acceptance of this agreement, you are also accepting it on behalf of all travellers included in or affected by your bookings made through The Company's website or services and will be representing that you have the authority to do so.

1.4. THE ENTIRE AGREEMENT

The entire agreement between you and The Company is constituted through this website and as such overrides any and all prior policies, promises, agreements, representations, and/or understanding, in all cases and instances. If any part of this user agreement is found to be unlawful, invalid or unenforceable by any court of competent jurisdiction, such part shall to that extent be severable from the remaining terms. Remaining terms of this agreement shall continue to be applicable and enforced accordingly.

1.5. VARIATIONS OF THIS AGREEMENT

The right is reserved by The Company, in its own authority, to at any time vary this agreement or any part thereof without prior notice or need for justification. Any such changes will be reflected on this page and as such you are urged to review this agreement at the onset of each session. You will be considered to

have accepted any changes (which shall come into effect once reflected on this website) if you continue to use The Company's websites or services after they have been posted.

1.6. FAILURE TO EXERCISE OR ENFORCE

The Company possesses the right to relinquish, assign or otherwise hand over its obligations and rights in terms of this user agreement to any third party. In the event that The Company should fail to exercise or enforce any right or provision of this agreement, it shall not constitute a waiver of such right or provision.

1.7. JURISDICTION

South Africa's laws govern this agreement. You hereby agree that any cause of action that may arise under this user agreement shall then be commenced and heard or tried in the appropriate court in South Africa.

1.8. LIABILITY OF LEGAL COSTS

In the event that you seek legal advice or guidance regarding this user agreement, The Company shall not be liable for any costs incurred by you in obtaining this professional advice.

2 Booking terms

2.1. SERVICES BY THE COMPANY

The Company runs other self-service websites that are similar to this website, open to use by the general public under the terms outlined in this agreement. The Company is a travel agency that allows persons to book travel services and, where applicable, additional services, from various third-party suppliers.

2.2. BOOKING IS DIRECTLY WITH THIRD-PARTY SUPPLIER

When you make a reservation using The Company's Website or services, this will be booked for you with a third-party supplier, also referred to as "Supplier". The Company acts as an agent of the Supplier, undertaking to render the agreed to travel service to you. Although The Company will attempt to assist, any right of recourse on your behalf as it pertains to the supplied travel service will be with The Supplier directly.

2.3. PRICES, RATES & QUOTES

Rates displayed anywhere on this website, other than a quotation, serve as guidelines only. All rates published on this website are subject to change without notice. Quotations are subject to the availability of the Supplier Only. Quotations offered directly through the website constitute legal offers. Despite The Company's best intentions, pricing errors occur on occasion. In these instances, The Company will proceed to reprice accordingly, even if the amount forms part of a quotation or has already been paid for.

2.4. ASSESS YOUR BOOKING

Defining and providing the correct information during the booking process is entirely your responsibility alone. It is also your sole responsibility to assess the suitability of any travel service before placing a booking. The Company may engage you via various communication channels and can even use the website on your behalf; however it is still your responsibility to make the final assessment of suitability and check the accuracy of all information before confirming a booking.

2.5. YOUR RESPONSIBILITIES

You are deemed to understand and accept the responsibilities of using a self-service booking website such as that operated by The Company. These responsibilities include, but are not limited to, the below points as well as useful considerations that follow:

- The proper assessment and selection of the correct Supplier with your required characteristics
- Ensuring that all details have accurately been supplied and captured in the booking

- Ensuring that all the proper, updated travel documentation and permissions have been obtained before completing your booking
- Confirming the eligibility of all travellers, including age, health, financial status or other relevant factors, as well as consider the list of vaccinations or medication recommended for those travelling to your destination
- Consider any other factors which could influence your ability to take-up or enjoy your booking.

Example, where the following documents are required, it is your sole responsibility to ensuring that the relevant travellers have them on hand: valid identification, valid passport(s), valid visa(s), valid birth certificate(s) and any other documents which may be required during your travels.

Furthermore, The Company urges you seek out insurance products to protect you from the risks associated with your booking and with travel, none of which are guarded against by The Company. Associated risks include illness, cancellation, and injury, damage to your baggage or theft, where certain insurance products ensure you are prepared.

2.6. ACCEPTING INSTRUCTION

Booking instruction relating to a booking, from any party with access to the contact details used for the booking, or with substantial knowledge of the booking (such as the reference number), may be accepted by The Company.

2.7. SUPPLIER TERMS & CONDITIONS APPLY

It is your sole responsibility to acquaint yourself with the Terms and Conditions of the Supplier before completing a reservation. Each Supplier will have unique Terms and Conditions, which will apply to your booking.

2.8. UNAVAILABLE BOOKINGS

The Company will endeavour to find you a suitable alternative in instances where you have already made payment for a booking and a Supplier no longer has your selected service (room/date/seat/flight) available.

If finding a suitable alternative does not work out, The Company will fully refund you,

2.9. TRAVEL DELAYS AND RE-SCHEDULING

It is your responsibility to check for itinerary changes ahead of travel. On occasion, flights can be re-scheduled or delayed for various reasons, and The Company will not be held liable for any such changes. Any additional costs including, but not limited to accommodation charges or alternate travel arrangements, will be incurred by you.

2.10. CANCELLATION POLICY

The following cancellation policies will apply to any bookings made through The Company. You understand and accept these cancellation policies when using a self-service booking website such as that operated by The Company.

- All charges relating to bookings are non-refundable unless otherwise stated during the booking process. In cases where a different cancellation policy applies, that policy will be included in your booking and be shown to you during the reservation process. Where no cancellation policy is shown, please assume a non-refundable booking or contact us to confirm.
- In the event that you are not entitled to a refund, or if the funds cannot be recovered from the Supplier, The Company shall not be obliged to make any payments to you.
- Once a written instruction from you is received by The Company to cancel a reservation, any amount owed to you by the Supplier, in terms of its cancellation policy, will then be paid to The Company. Following this, The Company shall on-pay the received refund to you within 7 days of our receipt of the funds. The funds (less any applicable fees) shall then be deposited into your banking details

2.11. DISSATISFACTION

You are urged to contact The Company immediately if you find yourself at all dissatisfied with your booking. If your dissatisfaction emerges during the course of your travel and you call The Company immediately, we can attempt to rectify the situation for the rest of your travel wherever possible. If you contact us after your travel, please do so within a week of your checkout. We cannot guarantee that we will be able to resolve your experience to your satisfaction.

2.12. PAYMENT OPTIONS VIA CREDIT CARD

Among the other forms of payment accepted by The Company, payment may be made via MasterCard or Visa credit cards. The merchant outlet country is South Africa, at the time of presenting payment options to the cardholder, and transaction currency is South African Rand (ZAR).

The primary actions and measures taken by The Company to ensure that payments made with a credit card are secure are as follows:

- No complete credit card details are stored by The Company on our system. All credit card details are forwarded for authorization of transaction to PayGate (Pty)
- Credit card transactions for The Company will be acquired via PayGate (Pty) Ltd
- Strict encryption is used by The Company and PayGate (Pty) Ltd. The Company ensures that no credit card details get sent via email or other unsecured methods.

The rules, processes and procedures of PayGate (Pty) Ltd and the relevant paying bank, clearing bank and card association shall apply to all payments and transactions concluded on this website, save as otherwise provided for in this agreement. Your rights and obligations regarding payments due to you or

by you shall also be governed accord to this agreement.

You hereby indemnify and do not hold The Company liable for any loss, damage or liability of any nature arising from payments and transactions concluded on this website, in spite of The Company adhering to the above-mentioned primary measures

2.13. COMMISSIONS AND FEES

You accept that The Company may charge you fees for services related to bookings, such as for placing, modifying, amending or cancelling the booking. The Company may receive payments or commissions from Suppliers for bookings and may offer additional service offerings, optional or bundled, that may be offered directly by The Company or by the company acting as an agent of a Supplier.

2.13. LIMITATION OF LIABILITY

If it should transpire that we are liable to you for any damages, such liability shall be limited to a maximum of the monies that you have paid to us, in spite of any remaining provisions stipulated in this agreement.

2.14. REFUND POLICY

Breakage Deposits

Breakage deposits are collected 7 days prior to arrival and are refunded following the guest's departure, subject to any applicable damages or charges incurred during the stay. The assessment and refund process may take up to 14 days after departure.

Booking Refunds

Depending on the nature of the refund and any investigation required, booking refunds may take up to 14 days after the guest's departure to process.

Where a refund is processed through a third-party booking channel, the refund will be returned via that channel. The third-party channel is responsible for ensuring that the refunded amount is correctly transferred to the guest. Host Agents cannot be held responsible for any delays caused by the third-party channel in processing or forwarding the refund to the guest.

3 Website use

3.1. PERMITTED USE OF THIS WEBSITE

You may only access and browse this website for legitimate personal and non-commercial purposes and may not use this website for:

- 3.1.1. Harmful or illegal purposes; or
- 3.1.2. Disclosing, sharing or publishing material that may be offensive, defamatory, regulated, copyrighted, incorrect, untrue, prohibited, damaging or infringing to any person; or
- 3.1.3. The storage, sending or creation of unsolicited commercial communications.

Names, email addresses, telephone and fax numbers published on this website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on this website may be used to communicate unsolicited communications to The Company and all rights detailed in section 45 of the Electronic Communications and Transactions Act, No. 25 of 2002 ("ECT Act") are reserved.

If you use information from this website in breach of this user agreement, The Company reserves the right to claim damages and/or institute criminal proceedings against you.

3.2. SECURE LOGIN AND PASSWORDS

You hereby undertake to keep secure any and all passwords that are required for your access to, or use of, the website. You are legally bound by any action performed on this website by any person with access to your account. You hereby indemnify The Company for any damage, loss or liability of whatsoever nature arising from unauthorised access to this website.

3.3. ACCURACY OF YOUR INFORMATION

You hereby confirm that all the information that you supply to The Company is correct and continuously updated, including, but not limited to, your name and email address. The Company is not liable for any damage or loss of whatsoever nature arising from any misrepresentation by you, or incorrectness of information by you. In the event that you fail to keep your information current and updated, we reserve the right to suspend or remove your account as we see fit.

3.4. SOFTWARE AND EQUIPMENT

The responsibility and expenses are yours when it comes to acquiring and maintaining the necessary computer hardware, software, communication lines and Internet access accounts required to access the Internet and this website and/or to download content from this website.

3.5. HYPERLINKS ON THIS WEBSITE

The Company is not responsible for the content, availability, products and/or services of any other website from which you have accessed this website or to which you may hyperlink from this website.

Such a hyperlink does not signify that The Company has reviewed or approved of the third party's website or its contents, products or services, nor does it imply a recommendation, endorsement, support or association by The Company of the content, products and/or services of such websites.

Where we provide a hyperlink to a third party's website, we do so because we believe in good faith that such a website contains or may contain material which is relevant to this website.

You may not frame this website in any manner whatsoever, without the prior written permission of The Company.

3.6. ACCURACY OF ACCOMMODATION CONTENT ON THIS WEBSITE

Reasonable Care is undertaken by The Company when dealing with third-parties, in order to ensure that the information provided by third-parties on this website is accurate and up to date.

We do not perform site inspections of the accommodation establishments, however accommodation establishments listed on this website legally commit to providing us with accurate and up to date information. We accordingly make no warranties concerning the accuracy or completeness of the information supplied by the accommodation establishments listed on this website or of information supplied by users of this website.

If you should come across any inaccurate, untrue, defamatory, illegal, infringing and/or harmful content available on this website, you are encouraged to inform The Company and we shall use reasonable endeavours to correct and/or remove such content, or any part thereof, if you provide reasonable grounds to prove the alleged nature of such content.

Although every effort is made to ensure that all information on the site is updated and correct, The Company shall not be liable for any loss, breach, damage (whether direct, consequential, general or special) or expense of any nature whatsoever which may be caused, directly or indirectly through the use of, supply or reliance upon any information or service provided by or to The Company through this website.

3.7. ACCESS TO THE WEBSITE

The Company reserves the right to restrict, suspend or terminate your access to this website at any time if The Company is of the view that you have breached these conditions of use in any way whatsoever. Any such restriction, suspension or termination will be without prejudice to any rights which The Company may have against you in respect of such breach.

The Company does not provide any warranties or make any representations that this website shall be available at any specific time. The Company has the right to remove this website as a whole, or any sections or features of this website, at any time without notice.

3.8. INTELLECTUAL PROPERTY RIGHTS

This website and all text, images, logos, trademarks, trade names, and other content contained herein, including, without limitation, The Company logo and all designs, text, graphics, pictures, downloads, information, data, software, sound, video and other files, domain names, web pages, patents, source code, meta tags, databases, hyperlinks, content and the selection and arrangement thereof are the proprietary property of The Company or its licensors or users and are protected from infringement by South African and international copyright laws and treaties, except where indicated otherwise.

These may not be reproduced or appropriated in any manner without the prior written permission of The Company (or the other respective owners, if applicable). This website and all its content and rights to it is reserved under the name of The Company.

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3.9. INTERRUPTIONS OF SERVICE

While we undertake to maintain our reservation service and the technology supporting it, we make no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this website are free from errors or omissions, or that the service will be uninterrupted and error free. You are encouraged to report any possible malfunctions and errors to The Company, however we shall not be liable for any damage, loss or liability of whatsoever nature arising from any defects that may be found or may occur from time to time, in The Company service

The Company shall not be liable for any direct/indirect loss or damage suffered whatsoever as a result of “hacking” of this website, planned or unplanned outages or the actions of service providers, including relevant hosting and equipment providers. You hereby indemnify and hold The Company harmless in respect of any claim arising from any “hacking” or other outages of service.

3.10. SECURITY

While The Company takes reasonable steps to secure the content of this website, as well as information collected from you, from unauthorised access and/or disclosure, The Company does not make any warranties or representations that the content of this website shall be entirely safe or secure.

It is our recommendation that you install anti-virus software before downloading any material from this website, and also ensure that such software is compatible with your equipment and regularly updated.

In the event that you deliver or attempt to deliver any damaging code such as viruses, robots or spyware, to this website, whether on purpose or negligently, you indemnify and hold The Company harmless, without limitation, against any and all losses, liabilities and damages which The Company may suffer as a result of such delivery, attempt or damaging code.

You may not develop, distribute or use any device or programme designed to breach or overcome the security measures of any restricted pages, products and services on this website. The Company reserves the right to claim damages from any persons who are directly or indirectly involved in the development, use and distribution of such devices or programmes.

If you commit any of the offences set out in sections 85 to 88 of the ECT Act, you shall, notwithstanding any criminal prosecution, be liable for all losses, liabilities and damages that may be suffered by The Company due to or related to such offences.

3.11. NO WARRANTY

This website is supplied on an “as is” basis, without any warranty of any kind, express or implied, as to the operation of this website, the accuracy of the information or the products or services referred to on this website and has not been compiled or supplied to meet your individual requirements.

Note that it is your responsibility to ensure that you are 100% satisfied prior to entering into this user agreement with The Company, knowing that the service available from and through this website will meet your individual requirements and be compatible with your hardware and/or software.

4 Disclaimer

The Company and any of its members of staff, including directors, employees, officers, representatives, agents, consultants, suppliers, service providers or sub-contractors ("Indemnified Parties"), shall not be liable for any direct, indirect, special or consequential losses or damages of whatsoever nature resulting from:

1. your access to or use of this website; or
2. access to or the inability to access websites linked to this website; or
3. access and/or use of this website by any person in a jurisdiction from which such activity is prohibited; or
4. the inability to access this website or use the products and/or services available on this website; or
5. the unavailability of any of the services, products or offers provided on this website; or
6. your purchasing, booking and/or using any of the products and services available on this website; or
7. the use of hyperlinks on this website or the use of or reliance on any website from which you hyperlink to or from this website; or
8. the submission or transmission of information or material on or through this website by you; or
9. the violation of these conditions of use or any other laws, regulations and rules by you; or
10. any material or information which you have submitted to The Company which violates any law or breaches any third party's rights (including, but not limited to breach of confidence, defamation or infringement of copyright or any other intellectual property rights).
11. Your interaction with any Supplier. These interactions may include but are not limited to, any stay made at any accommodation booked through The Company's website or services or any flight scheduled through The Company's website or services.
12. Interaction by any traveller associated with any booking made through The Company's website or services with any Supplier. Such interactions include but are not limited to, any stay made at any accommodation booked through The Company's website or services or any flight booked through The Company's website or services.

The Company reserves the right to defend and control any claims arising from the preceding information, and you agree to co-operate fully with The Company in any such defences.

You hereby indemnify and hold harmless the Indemnified Parties against any losses, damages, liability, claims or costs of whatsoever nature, whether compensatory, direct, incidental, consequential or otherwise, incurred by the Indemnified Parties arising from or in any way related to (1) to (12) above.

5 Privacy policy

5.1. APPLICABILITY

The below outlined privacy policy applies only to The Company website. The Company website may contain hyperlinks to or from other websites, which are not controlled by The Company or governed by this privacy policy.

You understand that you are responsible for reviewing linked sites' privacy policies, as The Company shall not be liable for the breach of any such privacy policies by the owners of such linked sites. Such hyperlinks do not imply an endorsement, agreement on or support of content, products and/or services of such linked sites. The content or privacy and security policies employed by the linked sites are in no way the responsibility of The Company.

5.2. PERSONAL INFORMATION COLLECTED

We are required to collect specific information about you, to provide you with the services you request when you register on The Company website. This information may include, but is not limited to, your full name, date of birth, passport number or ID number, contact telephone numbers, email address, business or home address, reason for accessing site, intended usage of information requested, employer/affiliated organisation and voluntary reviews of suppliers. Any personal information will either be provided voluntarily by you or be collected electronically by using cookies.

5.3. NEWSLETTER AND COMMUNICATION OPT-OUT

To unsubscribe from our newsletter, simply click on the unsubscribe link at the bottom of all our email communications to be automatically removed from the list. If you wish to have your information removed from our active databases for any reason, please contact us to initiate this process.

5.4. REVIEWING SUPPLIERS

After their travel experience, The Company may ask customers to voluntarily review suppliers. By uploading, submitting or otherwise making available or contributing any content in a customer review on The Company website, you grant The Company an unrestricted, worldwide, non-exclusive, irrevocable, perpetual, royalty-free, fully paid up, license to use, make, have made, reproduce, display, perform, publish, upload, post, modify, create derivative works from, transmit, distribute, sell, offer for sale and sublicense or otherwise transfer those materials or information or their modifications. You grant The Company permission to authorise third parties to do any, some or all of the foregoing including, sublicensing others to do any some or all of the foregoing indefinitely.

You warrant that you have sufficient rights in those materials or information to grant these rights and license, as well as choose to surrender any attribution rights to the content you submit. By uploading, submitting or otherwise making available or contributing any content in a customer review on The Company website, you grant The Company the right to display your full name, country of origin in close proximity to the whole and part or derivation of your submitted review content anywhere on The Company website.

5.5. DISPERSAL OF INFORMATION TO THIRD PARTIES

Subject to the remaining provisions within this policy, The Company will not share your personal information with any other third parties without your permission, unless required by subpoena or applicable law enforcement or law regulation.

The Electronic Communications and Transactions Act, 25 of 2002 also protects your data, in addition to the policies and processes that we follow to safeguard your data,

The Company does not sell, rent, lease or disperse any information supplied by you to any third parties, other than in instances such as the following: If you make a booking at a Supplier, we will pass onto the Supplier all information necessary for processing of the booking. This information may include, but is not limited to, your first name and last name, contact details, email address and/or phone number, your country of origin and your passport number or ID number. In some cases, personal information given to The Company may be transferred across country borders for data consolidation purposes and storage and simplified customer information management. Some countries to which your personal information may be transmitted may provide different protocols or protection for your data than South Africa.

Furthermore, The Company shall be entitled to disclose such information to its subsidiaries and affiliates and those suppliers engaged by The Company to process data on its behalf. The Company could merge with or be acquired by another business entity or organisation, in which case The Company shall be entitled to share with the merging or acquiring entity some or all of your personal information (who shall not be allowed to use such personal information for any purposes other than as contemplated in this policy). The Company shall not be liable for any damage, loss or liability of whatsoever nature arising from any unintentional misuse of any information supplied to such merging or acquiring entity.

5.6. SECURITY OF PERSONAL INFORMATION

Reasonable precautions shall be taken by The Company to protect your personal information. In the unlikely event that the security of your personal information in our possession becomes compromised, you will be notified of this as soon as the circumstances allow.

5.7. NON-IDENTIFIABLE AND STATISTICAL INFORMATION

The Company retains and owns all the rights to the statistical information of a non-personal nature that has been collected and compiled by The Company.

5.8. CUSTOMER TRACKING

In order provide a better service for our customers The Company reserves the right to:

- Track and analyse your movements through this website through the use of 3rd party tools including but not limited to “Google Analytics”, and collaborate with 3rd party tracking services including but not limited to “Google Adwords”
- Collect IP information available to us when you enter The Company website. We may collect information that includes your IP address, domain name address, your type of web-browsing software, the kind of operating system that you use and the URL of the webpage from which you came to visit this website. This information is used by The Company to improve or maintain the user's experience, and for general statistical purposes.
- Utilize cookies (and related technologies): Cookies are small pieces of data stored on your local computer by your web-browser. When you visit The Website, we will provide your computer with a cookie to store, allowing us to identify you on occasions when you next arrive on this website. By doing so, we can better tailor your browsing experience. Some features of The Company website may not work correctly if you disable cookies. In some circumstances, 3rd party services employed by the website, such as those provided by Google Ads, may also use cookies to track you onto The Company in order to improve user experience or advertising performance.
- Any collaboration with a 3rd party is done in good faith that your privacy will be adequately protected.

5.9. ACCESS, ACCURACY AND AMENDMENTS TO DATA

Reasonable endeavours shall implemented by The Company, in order to keep all your personal information accurate and available to you. You will have the opportunity to correct any inaccuracies, and we will use reasonable endeavours to ensure that all inaccurate or incomplete information is corrected as soon as possible.

Reasonable steps will be taken to verify your identity before granting you access to your information. If you would like your personal information to be deleted from our records, this will be done as soon as reasonably possible, once receiving your notification expressing your request.

6 House rules at the property

6.1. NO SMOKING POLICY

All our properties are strictly non-smoking units. If breached you may be liable for a fine of R1,500.00. If the unit has a balcony or open patio, you're welcome to smoke there — please make sure no cigarette butts are visible on departure.

6.2. NOISE POLICY

We are bound by the rules of the Body Corporate and Local Municipality — no parties or loud social events are allowed. Strict noise policy after 22:00: a first complaint brings a warning, a second a fine of R1,500.00.

6.3. FAIR USAGE POLICY

Electricity — 40 units per day for apartments and 50 units per day for freestanding houses. Your co-operation is greatly appreciated.

6.4. BREAKAGE POLICY

I acknowledge responsibility and liability for any damage or breakages caused during my stay by me or my guests. Damages will be documented and invoiced to the guest for payment.

QUESTIONS

Reach us at book@hostagents.com or +27 87 238 1796. Unit 7, College House, 4 Village Walk, Parklands, Cape Town, 7441, South Africa.