

TERMS AND CONDITIONS - LEASE AGREEMENT

AGREEMENT OF LEASE MADE AND ENTERED INTO BY AND BETWEEN

THE BEACH HOUSE LETTING CO
(HEREINAFTER CALLED THE LESSOR)

AND

(HEREINAFTER CALLED THE LESSEE)

IDENTITY/PASSPORT NUMBER

1. THE LESSOR HEREBY LETS TO AND THE LESSEE HEREBY HIRES FROM THE LESSOR THE HOUSE SITUATED AT **STARR POINT BEACH HOUSE - 99 COLWYN DRIVE - SHEFFIELD BEACH** ("THE PREMISES")
2. THE LESSEE UNDERTAKES TO LEAVE THE PREMISES IN THE SAME GOOD CLEAN ORDER IN, WHICH IT WAS RECEIVED.
3. THE LESSEE IS TO CHECK THE INVENTORY AND REPORT IF ANYTHING IS MISSING UPON IMMEDIATE OCCUPATION. IF THERE ARE ANY BREAKAGES OR ITEMS MISSING ON CHECKING OUT, THESE WILL BE REPLACED AND/OR DEDUCTED FROM THE BREAKAGE DEPOSIT. THE LESSEE IS REQUIRED TO SIGN A CHECKOUT FORM, WHICH INDICATES THE BREAKAGE.

WE RESERVE THE RIGHT TO DEDUCT ANY AMOUNT DUE IN THE RESPECT OF DAMAGE/BREKAGE/LOSS/THEFT OF ANY ITEMS AND SPECIFICALLY ANY APPARENT MISS USE OF LINEN OR TOWELS FROM YOUR DEPOSIT. YOU WILL BE NOTIFIED OF ANY CLAIMS WITHIN 14 WORKING DAYS OF YOUR DEPARTURE. IF THE CLAIM AMOUNT EXCEEDS THE BREAKAGE DEPOSIT BEING HELD AT THE TIME OF DEPARTURE THIS WILL BE INVOICED TO YOU FOR PAYMENT.

THE GUEST WILL BE LIABLE FOR ALL COSTS ASSOCIATED WITH REINSTATING THE HOME TO THE ORIGINAL CONDITION AND ANY COST ASSOCIATED OF SUCH ADDITIONAL MONIES. ACCIDENTS HAPPEN SO PLEASE REPORT ANY BREAKAGES OR DAMAGE TO THE BEACH HOUSE LETTING COMPANY EITHER VIA THE BREAKAGE FORM OR VIA EMAIL/PHONE.

4. THE LEASE SHALL BE FOR A PERIOD OF _____ NIGHTS COMMENCING O _____ AND WILL TERMINATE ON _____.
5. HOUSE KEEPING

THIS SERVICE INCLUDES THE FOLLOWING: HOUSE FULLY SERVICED DAILY INCLUDING BUT NOT LIMITED TOO MAKING BEDS, FLOORS, BATHROOMS, KITCHEN AND WASHING OF DISHES. THE BRAAIS ARE CLEANED AS USED AND THE WINDOWS ARE KEPT CLEAN AT ALL TIMES. AFTER HOUR RATES FOR ADDITIONAL SERVICES INCLUDING BABYSITTING, IS TO BE NEGOTIATED PRIOR TO ARRIVAL WITH OFFICE MANAGEMENT AND NOT DIRECTLY WITH HOUSEKEEPER AT ANY TIME. (AFTER HOUR RATE CHARGED AT R 120.00 PER HOUR FROM 16: 30 ONWARDS)

THE HOUSE KEEPER HOURS ARE:

MONDAY- FRIDAY: 8AM- 4:30PM
1 HOUR FOR LUNCH- 1 HOUSEKEEPER AT A TIME
2X 15-MINUTE TEA BREAKS
SATURDAY AND SUNDAY: 8AM- 2PM WITH HALF AN HOUR FOR LUNCH

6. ONE FREE LOAD OF LAUNDRY (WASH, DRIED AND FOLDED) IS ALLOCATED TO YOU PER DAY, THEREAFTER R 60 PER LOAD FOR LAUNDRY SERVICES WILL BE CHARGED AS AN ADDITIONAL COST. IRONING WILL BE CHARGED AT R10 PER ITEM. THE OWNER HAS THE RIGHT TO LIMIT THE AMOUNT OF LOADS PER DAY. THE LAUNDRY FACILITIES ARE NOT AVAILABLE TO YOU TO USE ON YOUR OWN. ONLY HOUSE KEEPERS HAVE ACCESS TO THE LAUNDRY FROM 8 AM - 4 PM. **ALL THE HOUSEKEEPERS ARE EXPERIENCED AND TRAINED IN LAUNDRY**

DUTIES, HOWEVER WE ACCEPT NO LIABILITY FOR ANY DAMAGE THEY MAY CAUSE TO YOUR PROPERTY WHEN PROVIDING LAUNDRY SERVICES. IF ANY ITEM OF CLOTHING IS OF VALUE TO YOU PLEASE RATHER HAND WASH. THANK YOU

7. PLEASE NOTE THAT BATH TOWELS AND LINEN ARE INCLUDED IN YOUR STAY. BATH TOWELS WILL BE CHANGED EVERY THIRD DAY AND LINEN ONCE A WEEK. ANY EXTRA LINEN CLEANED WILL BE CHARGED TO THE GUEST ACCOUNT AND TAKEN OFF THE BREAKAGE DEPOSIT.

BATH TOWELS ARE NOT TO BE TAKEN TO THE BEACH OR USED AS BEACH / SWIMMING TOWELS. IF YOU ARE AN OVERSEAS VISITOR WE CAN ARRANGE BEACH TOWELS FOR YOU BUT THIS MUST BE ARRANGED AT OUR OFFICES PRIOR TO ARRIVAL.

8. A 50% DEPOSIT SECURES YOUR BOOKING AND THE FULL BALANCE, INCLUDING REFUNDABLE BREAKAGE DEPOSIT, IS PAYABLE FOUR WEEKS BEFORE YOU CHECK IN. THE FULL RENTAL SHALL BE PAID INTO THE FOLLOWING ACCOUNT BEFORE ARRIVAL TO AVOID ANY DELAYS IN PROCESSING YOUR ARRIVAL.

ACCOUNT NAME:

BANK:

ACCOUNT NUMBER:

BRANCH CODE:

SWIFT CODE

9. THE LESSEE SHALL NOT HAVE THE RIGHT TO CEDE OR ASSIGN THIS LEASE OR TO SUBLET THE WHOLE OR ANY PORTION OF THE PREMISES LET.

10. AT ALL REASONABLE TIMES THE LESSOR SHALL HAVE THE RIGHT TO INSPECT THE PREMISES.

11. IN THE EVENT THAT THE PREMISES IS ON THE MARKET THE LESSOR AND/OR OWNERS RESERVE THE RIGHT TO AUTHORISE THEIR AGENT TO ARRANGE A SUITABLE VIEWING TIME FOR PROSPECTIVE BUYERS AT A TIME CONVENIENT TO THE TENANT. ANY OTHER AGENT WANTING ACCESS TO THE PROPERTY WILL HAVE TO MAKE AN APPOINTMENT THROUGH THE LESSOR AND/OR OWNERS. GARDEN/POOL SERVICES (WEEKLY) ARE TO BE ALLOWED ACCESS TO PROPERTY.

12. IN THE EVENT OF THE NON-PAYMENT OF THE RENT OR ANY PORTION THEREOF ON ITS DUE DATE, OR THE BREACH OF ANY OTHER CONDITION OF THIS LEASE, THE LESSOR OR HIS/HER AGENT SHALL HAVE THE RIGHT FORTHWITH TO CANCEL THIS LEASE AND REPOSSES THE PREMISES WITHOUT PREJUDICE TO ANY CLAIM WHICH THE LESSOR MAY HAVE AGAINST THE LESSEE FOR RENT ALREADY DUE AND FOR ANY DAMAGE WHICH THE LESSOR MAY SUFFER BY REASON OF THE LESSEE'S BREACH AND TERMINATION OF THE LEASE.

13. THE PREMISES ONLY SLEEPS 14 PERSONS AT A TIME. THIS INCLUDES CHILDREN OVER THE AGE OF 2 YEARS. THIS CONDITION MUST BE STRICTLY ADHERED TO. YOUR DEPOSIT WILL BE FORFEITED IF PERMISSION FOR ADDITIONAL GUESTS IS NOT ARRANGED PRIOR TO CHECK IN.

14. PLEASE PROVIDE ACCURATE INFORMATION AS TO HOW MANY PEOPLE ARE INCLUDED IN YOUR BOOKING.

ADULTS (18 YEARS AND OLDER): _____ CHILDREN (YOUNGER THAN 18 YEARS): _____

15. THE LESSEE HEREBY AGREES TO INDEMNIFY THE LESSOR AND TO HOLD THEM HARMLESS AGAINST ALL AND ANY CLAIMS MADE BY THE LESSEE IN CONNECTION WITH ALL AND ANY LOSSES OR DAMAGES THAT THE LESSEE MAY SUFFER DUE TO ANY CAUSE WHATSOEVER INCLUDING BUT NOT LIMITED TO THEFT, POWER OUTAGES AND ANY LOSS OF INTERNET CONNECTION. WATER RESTRICTIONS ARE TO BE ADHERED TO AND ABUSE WILL RESULT IN ADDITIONAL CHARGES DEDUCTED OF DEPOSIT. PLEASE ENQUIRE IF YOUR RENTAL IS AFFECTED BY RESTRICTONS.

16. NO PETS ALLOWED.

17. THE LESSEE(S) AGREE(S) TO WAIVE ALL RIGHTS TO COMPENSATION, IN RESPECT OF INJURY OR DEATH TO PERSONS OR LOSS OF OR DAMAGE TO PROPERTY WHICH MAY OCCUR WHILST ON OR ABOUT THE PREMISES, AND AGREE TO IDEMNIFY THE LESSOR/HOSTS/AGENT/HOUSEKEEPERS OR HOME OWNERS IN RESPECT OF ALL CLAIMS FOR PERSONAL INJURY OR LOSS OF OR DAMAGE TO PROPERTY WHICH MAY OCCUR DURING THEIR STAY ON OR ABOUT THE PREMISES.

18. **PLEASE NOTE THAT IT IS THE LESSEE (S) RESPONSIBILITY TO FIND OUT IF POOL NETS ARE OFFERED AND TO REMOVE AND PLACE THE NET SECURELY AFTER USE AND THAT BY SIGNING THE LEASE AGREEMENT THE LESSOR IS NOT HELD RESPONSIBLE FOR ANY LOSS OF LIFE OR INJURY TO ANY PERSON OR OBJECT WHILST USING THIS SWIMMING POOL.**

19. **A BREAKAGE DEPOSIT IS REQUIRED (R2 000) AND WILL BE REFUNDED WITHIN 14 WORKING DAYS AFTER YOUR DEPARTURE, INTO YOUR BANK ACCOUNT. PEAK SEASON (DEC/JAN) BOOKINGS WILL BE REFUNDED 20 WORKING DAYS AFTER YOUR DEPARTURE. PLEASE SUPPLY US WITH YOUR CORRECT BANK ACCOUNT DETAILS IN ORDER FOR US TO PROCESS THE REFUND TIMEOUSLY.**

BANK: _____
 ACC. NAME: _____
 ACC. NO.: _____
 BRANCH CODE: _____
 BRANCH NAME: _____
 TYPE: _____

PLEASE PRINT CLEARLY

20. SMOKING IS NOT PERMITTED IN THE HOUSE. SMOKING INSIDE WILL RESULT IN LOSS OF BREAKAGE DEPOSIT.

21. PLEASE NOTE THAT THE FOLLOWING SERVICES ARE COMPULSORY AT THE PROPERTY FOR AT LEAST ONE HOUR PER WEEK AND THIS HOUR COULD FALL OVER YOUR BOOKING: GARDEN SERVICES, POOL SERVICES AND ANY URGENT MAINTENANCE. **YOU WILL FIND A SCHEDULE OF THIS IN THE INFORMATION FILE.**

22. THE OWNER OF THE PROPERTY RESERVES THE RIGHT TO ENTER THE PROPERTY AT ANY TIME DURING YOUR STAY.

23. WHILST EVERY ATTEMPT IS MADE TO ENSURE YOUR STAY IS ENJOYABLE; **THE PREMISES IS NOT A PARTY VENUE** DUE TO THE HOUSE BEING SITUATED IN A PRESTIGIOUS RESIDENTIAL AREA. FAILURE TO ADHERE TO THIS RULE MAY RESULT IN YOUR EVICTION FROM THE PROPERTY AND LOSS OF DEPOSIT. **A PARTY IS DEFINED AS: MORE THAN 5 PEOPLE IN EXCESS OF THE PERSONS STIPULATED IN CLAUSE 13 ABOVE ON THE PREMISES FOR AN EXTENDED TIME PERIOD OF 3 HOURS.**

24. IT IS THE RESPONSIBLTY OF THE LESSEE TO ENSURE THAT THE PREMISES ARE PROPERLY LOCKED AND SECURED AT ALL TIMES AND THAT THE ALARM SYSTEMS ARE ENGAGED. A SAFE IS PROVIDED FOR VALUABLES AND THE LESSEE IS ADVISED TO MAKE USE OF THE SAFE. IF YOU DO NOT LOCK VALUABLES AWAY THE BEACH HOUSE LETTING COMPANY WILL NOT BE LIABLE FOR LOSS OR DAMAGE.

25. **CANCELLATION POLICY:**

- CANCELLATION OF A RESERVATION AFTER THE DEPOSIT IS PAID; INCLUDING NON-ARRIVAL WILL RESULT IN THE FULL RESERVATION COST BEING FORFEITED.
- NO REFUND WILL BE GIVEN IN THE CASE OF CURTAILMENT. THE LESSEE WILL BE RESPONSIBLE FOR THE FULL AMOUNT OF THE BOOKING.
- NO REFUNDS WILL BE GIVEN FOR LESSEE (S) DISSATISFACTION OF THE PROPERTY ON ARRIVAL. THE LESSOR SHALL DO ALL IT CAN TO ASSIST IN MEETING THE LESSEE (S) EXPECTATIONS AND ENSURING THE PROPERTY IS OF THE ADVERTISED STANDARD.

26. PLEASE NOTE THAT UNDER NO CIRCUMSTANCES IS ANY CASH MONIES TO BE HANDED TO THE HOUSEKEEPERS. EXTRA SERVICES WILL BE INVOICED TO YOU AND THEN DEDUCTED OFF OF YOUR REFUNDABLE BREAKAGE DEPOSIT. THE HOUSEKEEPERS MAY ONLY RECEIVE THEIR TIPS, IF THE LESSEE(S)/GUESTS ARE WILLING, IN CASH.

27. I _____, ACCEPT THE TERMS AND CONDITIONS AS STATED ABOVE AND CONFIRM THAT THE CHECK IN DATE IS _____ AND CHECK OUT DATE IS _____.

28. **CHECK IN TIME IS STRICTLY AFTER 14H00 AND CHECK OUT TIME IS STRICTLY BEFORE 11H00. PEAK (DECEMBER/JANUARY) CHECK OUT TIMES IS STRICTLY AT 10 AM.** CHECK INS AFTER 6PM ARE CONSIDERED A LATE CHECK IN AND A R500 (FIVE HUNDRED RAND) FEE WILL BE DEDUCTED FROM THE LESSEE'S BREAKAGE DEPOSIT, UNLESS ARRANGEMENTS ARE MADE PRIOR WITH OUR OFFICES. CHECK INS AFTER

21:00 WILL NOT BE ALLOWED AND THE LESSEE WILL ONLY BE ALLOWED TO CHECK IN THE FOLLOWING DAY AFTER 07:00. IF THE PREMISES IS SITUATED IN A SECURITY ESTATE, NO CHECK IN IS ALLOWED AFTER 19H00.

- 29. BY SIGNING THIS LEASE AGREEMENT, I ACKNOWLEDGE THAT AN INVENTORY CHECK IS MY RESPONSIBILITY ON CHECK IN AND CHECK OUT. THE INVENTORY LIST IS PROVIDED IN THE BLUE HOUSE FILE THAT IS HANDED TO YOU ON CHECK IN. ANY DISCREPENCIES ARE TO BE REPORTED IMMEDIATELY OR ELSE THE INVENTORY CHECK DONE BY THE BEACH HOUSE LETTING MANAGEMENT TEAM PRIOR TO CHECK IN AND AFTER CHECK OUT WILL BE USED IN THE DEPOSIT REFUND.

I, _____ AS A CONDITION OF THIS LEASE, AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN AND RETURN THIS COMPLETED FORM TO THE LESSOR.

SIGNED AT _____ ON THE _____ DAY OF _____ 20____

LESSEE: _____ LESSOR: _____ CELL NO: _____

