

## 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 – **NAME OF HOUSE**, SITUATED AT **ADDRESS**
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/BREAKAGE/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 ON \_\_\_\_\_ AND WILL TERMINATE ON \_\_\_\_\_.
5. HOUSEKEEPING

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 HOUSEKEEPER 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. TWO FREE LOAD OF LAUNDRY (WASH, DRIED AND FOLDED) IS ALLOCATED TO YOU PER DAY, PLEASE PROVIDE YOUR OWN DETERGENTS. IRONING WILL BE CHARGED AT R10 PER ITEM. THE OWNER HAS THE RIGHT TO LIMIT THE AMOUNT OF LOADS PER DAY. ANY MISUSE WILL BE REPORTED. THE LAUNDRY FACILITIES ARE NOT AVAILABLE TO YOU TO USE ON YOUR OWN. ONLY HOUSEKEEPERS 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 WE PROVIDE TWO TOILET ROLLS PER BATHROOM, ONE PACK OF TWENTY BLACK GARBAGE BAGS AND A 750ML SUNLIGHT LIQUID PER BOOKING. ANYTHING ADDITIONAL THAT IS REQUIRED WILL BE FOR THE GUESTS ACCOUNT.
8. 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.

9. A 50% DEPOSIT SECURES YOUR BOOKING AND THE FULL BALANCE, INCLUDING REFUNDABLE BREAKAGE DEPOSIT, IS PAYABLE FOUR WEEKS BEFORE YOU CHECK IN. PLEASE NOTE WE ACCEPT CREDIT CARD PAYMENTS AND ELECTRONIC TRANSFERS, CASH DEPOSITS CARRY A FEE WHICH WILL BE ON CHARGED AND DEDUCTED FROM YOUR BREAKAGE DEPOSIT. THE FULL RENTAL SHALL BE PAID INTO THE FOLLOWING ACCOUNT BEFORE ARRIVAL TO AVOID ANY DELAYS IN PROCESSING YOUR ARRIVAL.

ACCOUNT NAME:	THE BEACH HOUSE LETTING CO.
BANK:	XXXXX
ACCOUNT NUMBER:	XXXXX – XXX
BRANCH CODE:	XXXXX
SWIFT CODE:	XXXXX

10. 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.
11. AT ALL REASONABLE TIMES THE LESSOR SHALL HAVE THE RIGHT TO INSPECT THE PREMISES.
12. 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.
13. 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 REPOSSESS 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.
14. THE PREMISES ONLY (**HOUSE SPECIFIC**) AT A TIME. THIS INCLUDES CHILDREN OVER THE AGE OF 2 YEARS. THIS CONDITION MUST BE STRICTLY ADHERED TO. ADDITIONAL GUESTS WILL BE CHARGED AT A RATE OF **R350.00 PER PERSON PER NIGHT** AND **THE DEPOSIT WILL BE FORFEITED** IF NOT ARRANGED PRIOR TO CHECK IN.
15. PLEASE PROVIDE ACCURATE INFORMATION AS TO HOW MANY PEOPLE ARE INCLUDED IN YOUR BOOKING.  
ADULTS (18 YEARS AND OLDER): \_\_\_\_\_ CHILDREN (YOUNGER THAN 18 YEARS): \_\_\_\_\_
16. 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 OFF THE DEPOSIT. PLEASE ENQUIRE IF YOUR RENTAL IS AFFECTED BY RESTRICTIONS.
17. NO PETS ALLOWED.

18. THE LESSEE(S) AGREES 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 INDEMNIFY 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.

19. **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.**

20. **A BREAKAGE DEPOSIT IS REQUIRED (R4 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. SHOULD YOU NOT HOLD A VALID SOUTH AFRICAN BANK ACCOUNT THERE WILL BE AN INTERNATIONAL TRANSFER FEE WHICH WILL BE ON CHARGED FOR REFUNDS THAT WILL BE DEDUCTED FROM YOUR DEPOSIT.**

BANK: \_\_\_\_\_  
ACC. NAME: \_\_\_\_\_  
ACC. NO.: \_\_\_\_\_  
BRANCH CODE: \_\_\_\_\_  
BRANCH NAME: \_\_\_\_\_  
TYPE: \_\_\_\_\_

**PLEASE PRINT CLEARLY**

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

22. TWO SETS OF KEYS WILL BE ISSUED ON CHECK IN, THESE ARE TO BE HANDED BACK TO THE HOUSEKEEPER ON DEPARTURE, LOST KEYS WILL RESULT IN R200 BEING DEDUCTED FROM YOUR BREAKAGE DEPOSIT.

23. 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.**

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

25. 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.**

26. IT IS THE RESPONSIBILITY 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.

27. **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.

28. I \_\_\_\_\_, ACCEPT THE TERMS AND CONDITIONS AS STATED ABOVE AND CONFIRM THAT THE CHECK IN DATE IS

\_\_\_\_\_ AND CHECK OUT DATE IS \_\_\_\_\_.

29. **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. CHECK INS BEFORE 14H00 ARE CONSIDERED EARLY AND A R500 (FIVE HUNDRED RAND) FEE WILL BE DEDUCTED FROM THE LESSEE'S BREAKAGE DEPOSIT, UNLESS PRIOR ARRANGEMENTS ARE MADE WITH OUR OFFICES. IF THE PREMISES IS SITUATED IN A SECURITY ESTATE, NO CHECK IN IS ALLOWED AFTER 19H00.
30. 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 DISCREPANCIES 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: \_\_\_\_\_