



Prince's Gaze  
Lot 403 Eden Road  
Prince's Grant Golf Estate  
1 Babu Bodasing Avenue,  
New Guelderland  
Kwadukuza  
448

### **Terms and Conditions**

For purposes of these terms and conditions, the "Principal Guest" means the guest who makes the reservation of the accommodation on behalf of the Guests forming part of his party. "Guests" shall mean the persons electing to take up temporary residence in the reserved accommodation, in accordance with the terms and conditions contained herein and includes the Principal Guest if applicable

The Principal Guest hereby warrants that he is the duly authorised agent and representative of the Guests and that he is fully entitled to accept these terms and conditions on both his own behalf and on behalf of the aforesaid Guests.

- 1. The Guests provide the following indemnity in favour of the owners of the reserved accommodation, to which the Guests agree to be bound:**
  - 1.1. The Principal Guest hereby agrees on behalf of himself and on behalf of the other Guests forming part of his reservation, that it is a condition of their occupation of the reserved accommodation that neither the owners of the reserved accommodation, their employees, agents and/or representatives shall be responsible for any injury or death of any Guest or the loss or destruction of or damage to any property belonging to any Guest upon the premises of the reserved accommodation, whether arising from fire, theft or any other cause and by whomsoever caused, save if same arises as a result of the gross negligence or from the wilful neglect of the owners of reserved accommodation, their employees, agents and/or representatives;
  - 1.2. The owners of reserved accommodation, their employees, agents and/or representatives shall not be responsible for and disclaim all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever, which may be suffered by the Guests as a result of, or which may be attributable, directly or indirectly, to the Guests' use of the facilities and/or services of the reserved accommodation, any failure, delay or unavailability of any services offered for any reason whatever and the supply, or failure or delay in supplying any of the services offered and the Guests indemnify and hold the owners of reserved accommodation, their employees, agents and/or representatives, harmless in respect of any loss, liability, damage (whether direct, indirect or consequential) or expense of any nature whatsoever, which may be suffered by the Guests in terms hereof.
2. The Guests have independently evaluated the desirability of the reserved accommodation and are not relying on any other representation, agreement, guarantee or statement other than as set forth herein.
3. In the event that the Guests elect to utilise the services of a third party booking site and to book the reserved accommodation the Guests understand that in addition to these Terms and

Conditions, they shall be bound by the terms and conditions of such third party booking site, which are available on such third party booking site's website at the time that the Guests book the reserved accommodation, which terms and conditions shall govern the terms applicable to, but not limited to reservations, payment, invoicing and cancellation of bookings.

4. The Principal Guest:

4.1.1. Shall be held liable for the full replacement cost relating to all breakages and/or damages of whatsoever nature or kind and howsoever arising caused to:

4.1.1.1. The reserved accommodation's property (whether movable or immovable) by any act or omission of the Guest/s, or their invitees;

4.1.1.2. Property and/or facilities used or provided as part of the reserved accommodation.

4.1.2. Irrevocably authorises the owners of the reserved accommodation in terms of 4.1.1:

4.1.2.1. To deduct the amount of such damages (as determined by the owners of the reserved accommodation in their sole discretion) from the security deposit charged by the owners of the reserved accommodation as may be applicable, as soon as the quantum of the damages incurred has been determined; and

4.1.2.2. To debit any outstanding balance of such damages, not recovered from the above-mentioned security deposit, from the Principal Guest's credit card.

5. The Principal Guest agrees in his personal capacity, and on behalf of the Guests forming part of his reservation, to be bound by the provisions contained herein.

**The Guests understand that the owners of reserved accommodation may, in their sole discretion, refuse to allow the Guests to take up accommodation in the reserved accommodation, in the event that the Principal Guest elects to disagree with, or decline any of the terms defined in paragraphs 1, 2, 3, 4 and/or 5 above.**

6. This Agreement commences on booking and shall continue thereafter indefinitely for so long as the Guests continue to reside in the reserved accommodation and/or for so long as the Guests are indebted to the owners of reserved accommodation.

7. The owners of reserved accommodation shall have the right, at their sole discretion, to liaise directly with the Principal Guest only and to the exclusion of any other guest(s).

On booking this property, it will be assumed that the above Terms and Conditions have been read and understood.