

**5 STARRENBURG, DE ZALZE GOLF WINELANDS ESTATE, STELLENBOSCH, SOUTH AFRICA**  
 BOOKING DETAILS (please print throughout)

Booking in the name of: (Mr/Mrs/Miss) \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

Town/County: \_\_\_\_\_ Post Code: \_\_\_\_\_

Contact No's: (H) \_\_\_\_\_ (W) \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

ADDRESS OF ACCOMODATION: 5 Starrenburg, De Zalze Golf Winelands Estate, Stellenbosch, South Africa

Dates (inclusive) \_\_\_\_\_

Number of nights \_\_\_\_\_ in words ( \_\_\_\_\_ )

Rental cost per night STG \_\_\_\_\_

Rental total Due STG \_\_\_\_\_

Arrival & Departure times: Arrival after 16.00hrs/departure by 10.00hrs

Rental Deposit 25% of total cost, payable with completed booking form.

Rental balance payable by: 8 weeks before arrival, late bookings payable in full at time of reservation.

Damage Deposit \*\* STG £500.00 Payable with rental balance 8 weeks prior to arrival.

\*\*The damage deposit will be refunded within 14 days after vacation of the property less any breakages/damage occurred during occupation.

Payments by cheque please payable to Mr & Mrs N Corry and sent to the address below.

Details of Guests: Number of: ADULTS: (Over 18) \_\_\_\_\_ (Maximum 10 persons)

Number of: CHILDREN: \_\_\_\_\_ please give ages below

Full Names of Guests: 1 Mr/Mrs/Miss/Master \_\_\_\_\_

(Please give ages of 2 Mr/Mrs/Miss/Master \_\_\_\_\_

children under18) 3 Mr/Mrs/Miss/Master \_\_\_\_\_

4 Mr/Mrs/Miss/Master \_\_\_\_\_

5 Mr/Mrs/Miss/Master \_\_\_\_\_

6 Mr/Mrs/Miss/Master \_\_\_\_\_

7 Mr/Mrs/Miss/Master \_\_\_\_\_

8 Mr/Mrs/Miss/Master \_\_\_\_\_

9 Mr/Mrs/Miss/Master \_\_\_\_\_

10 Mr/Mrs/Miss/Master \_\_\_\_\_

**HOW DID YOU HEAR ABOUT US?**

Internet:  
Please give name of site

Press Advert:  
Please give name of publication

Referral  Return Visit   
Please tick

Please note only those persons listed on the booking form will be entitled to occupy the property. Any changes to the information above must be advised prior to travel.

By signing this booking form you agree to abide by the Terms & Conditions on pages 2 & 3 of this document

Signed: \_\_\_\_\_ If signing on behalf of a corporate body please affix the company stamp.

Please print name: \_\_\_\_\_

Date: \_\_\_\_\_

THE OWNERS: Mr & Mrs Nigel Corry 44 The Drive, Northwood, Middlesex. HA6 1HP, UK

Telephone/Fax number: 01923 823852 Mobile: 07505 506 428 Email: info@dezalze.co.uk

Website: www.dezalze.co.uk

our ref: \_\_\_\_\_

**PLEASE READ THE TERMS & CONDITIONS ON PAGES 2 & 3**

<b>TERMS AND CONDITIONS OF ACCOMODATION</b>	3.2.6	not do nor permit to be done, any act, matter or thing which may render the Owner's insurance of the premises or the buildings thereon against risk of loss or damage attributable to any of the causes insured against from time to time, either void or voidable, or which may increase the rate of premium payable by the Owner in respect of the premises and the building with regard to such insurance;
<b>1 RENTAL OF PREMISES</b>		
1.1 The Owner lets to the Tenant, who hires from the Owner, the property situate at 5 Starrenburg, De Zalze Winelands Golf Estate, Stellenbosch together with all fixtures and fittings thereon (the "premises").	3.2.7	not act, or permit any act, in relation to the premises, which may be a source of annoyance or nuisance to or cause damage or disturbance to the occupants of neighbouring properties;
<b>2 COMMENCEMENT AND PERIOD</b>		
2.1 This rental shall commence and cease on the dates detailed on the booking form, and confirmed by the Owner.	3.2.8	the owners shall not be liable to the Tenant for any temporary defect or stoppage in the supply of public services to the Property. Nor in respect of any equipment, plant, machinery or appliance in the Property or garden for any loss damage or injury which is the result of adverse weather conditions, riot, war, strikes or other matters beyond the control of the Owner. Nor for any loss, damage or inconvenience caused to or suffered by the Tenant if the property shall be destroyed or substantially damaged before the start of the rental period and in any such event, the Owner shall within seven days of notification to the Tenant, refund to the Tenant all sums previously paid in respect of the rental period. Under no circumstances shall the owner's liability to the Client exceed the amount paid to the Owner for the rental period.
<b>2.2 RENTAL</b>		
2.3 The rental payable by the Tenant to the Owner shall be the amount detailed on the booking form and confirmed by the Owner upon acknowledgement of the reservation and deposit.		
2.4 The rental and any other amounts that may be payable shall be payable in advance, without any deduction or set off of any nature whatsoever, directly to the Owners, at their Uk address on the booking form.	3.2.9	No pets
<b>2.5 DAMAGE DEPOSIT</b>	3.2.10	Use of pool at tenants own risk. Children must be supervised at all times when using the swimming pool. Depth throughout 1.3metre. No diving.
2.6 The Tenant shall eight weeks before departure, together with the balance of rental monies due, pay to the Owner the sum of STG500.00, which shall be retained by the Owner as a deposit and guarantee against payment by the Tenant in due course of all amounts which may become due by the Tenant and may at any time be applied by the Owner towards payment of any amount whatsoever due by the Tenant in terms of this agreement, including but not limited to unpaid rental, unpaid utility accounts, unpaid telephone accounts and any damage caused to the premises for which the Tenant is responsible.	<b>4</b>	<b>SUB-LETTING CESSION AND ASSIGNMENT</b>
	4.1	The Tenant shall not be entitled to sub-let the premises or any part thereof, or part with his/her occupation thereof to anyone and the Tenant shall not be entitled to cede nor to assign any of his/her/its rights or obligations under this agreement without the Owner's prior written consent.
<b>3 USE OF PREMISES</b>	<b>5</b>	<b>CANCELLATION</b>
3.1 The premises shall be used exclusively for residential purposes and shall be occupied by the Tenant and his/her guests as indicated on the booking form. Save for <i>bona fide</i> guests, no other person shall reside therein, unless the prior written consent of the Owner has been obtained. Occupation of the premises on the day of arrival shall not be before 16.00hrs and on the day of departure the premises must be vacated by 10.00hrs.	5.1	Should any amount payable by the Tenant hereunder not be paid on due date or should the Tenant commit any breach of any of the other provisions of this agreement and should such amount not be paid or breach not be remedied, as the case may be, within 24 (twenty four) hours of the date of notice to the Tenant, by the Owner requiring the Tenant to make such payment or to remedy such breach,
3.2 In the use of the premises, the Tenant and the Tenant's guests shall:	5.2	then and in any of those events, the Owner shall be entitled to cancel this agreement by notice given by the Owner to the Tenant at the premises or prior to departure at the Tenants home address , to such effect, such cancellation to be without prejudice to any claim which the Owner may have against the Tenant for any arrear rental or for such damages or costs which the Owner may suffer by reason of such breach and/or cancellation.
3.2.1 conform with all laws, statutory, municipal and/or other by-laws and regulations relating to Tenants, residents or occupiers of the premises;		
3.2.2 comply strictly with all the rules of the Home Owners Association of De Zalze applicable to owners and occupiers of properties within the De Zalze Wineland Golf Estate, with the contents and meaning of which the Tenant acknowledges himself/herself to be fully acquainted;	5.3	In the event of the Owner cancelling this agreement and in the event of the Tenant disputing the right to cancel and remaining in occupation of the premises, the Tenant shall, pending settlement of such dispute either by negotiation or by litigation, continue to pay an amount equivalent to the rent provided for in this agreement in advance as provided for herein and the Owner shall be entitled to accept and recover such payments and the acceptance thereof shall be without prejudice to, and shall not in any way whatsoever affect the Owner's claim for cancellation. Should the dispute be determined in favour of the Owner, payments made and received in terms of this sub-clause shall be deemed to be amounts paid by the Tenant on account of damages suffered by the Owner by reason of the cancellation of the agreement and/or the unlawful holding over by the Tenant, but without prejudice to any other claim which the Owner may have against the Tenant for damages or otherwise. Should the dispute, however, be determined in favour of the Tenant, payments made and received by the Owner in terms of this sub-clause shall be deemed to be on account of the rental payable by the Tenant in terms of this agreement.
3.2.3 the Tenant undertakes to register at the Home Owners Association offices on the estate within 24 hours of the commencement date;		
3.2.4 limit the number of persons residing at the premises to a maximum of 10 (ten). In the event that this sub-clause 4.1 is breached, the tenant hereby consents to immediate eviction together with a forfeiture of the damage deposit held by the owner		
3.2.5 not knowingly or negligently cause or allow to be caused any obstructional blockage or any failure in any sewage pipes, water pipes, drains and other supply equipment and installations serving the premises;	5.4	Should the Owner instruct attorneys in respect of any breach of this agreement by the Tenant, then the Tenant shall be responsible for the Owner's legal costs on the scale as between attorney and own

client and for any collection commission and interest that may be payable.

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5.5 Should Tenant cancel the confirmed booking, the person who signed the booking form or who entered into the contract must send notice of cancellation in writing, cancellation will take effect from the date notice is received by the owner. The Tenant will be liable to pay a cancellation fee calculated as follows:

90 + days prior to arrival	NIL
65-89 days prior to arrival	25% of total rental
29-64 days prior to arrival	50% of total rental
15-28 days prior to arrival	90% of total rental
0 - 14 days prior to arrival	100% of total rental

5.6 The Tenant is strongly recommended to arrange comprehensive insurance (including cancellation cover) and to have full cover for the party's belongings, personal liability, health etc. since these are not covered by the owner's insurance.

## **6 INDULGENCES**

6.1 No extension of time or any other indulgence which the Owner may grant to the Tenant hereunder shall be deemed to affect, prejudice or derogate from any of the Owner's rights in terms of this agreement. In particular, no acceptance of rental or other amounts after due date shall be deemed to constitute consent by the Owner to future payments of the same nature being made after due date.

## **7 SURETYSHIP**

7.1 In the event that the signatory hereto is not the Tenant, or in the event that the Tenant is a corporate entity, then the signatory hereto accepts joint and several liability with the Tenant as surety and co-principal debtor for amounts which may become due to the Owner at any time in terms of this agreement.

## **8 EXCLUSION OF LIABILITY**

8.1 The Tenant accept full responsibility for any loss the Tenant or any of his/her/its guests may suffer as a result of injury, illness, loss of life or damage or loss of property that the Tenant or his/her/its guests may sustain during the proposed rental of the premises from any cause whatsoever or howsoever arising and the Tenant and his/her/its guests hereby indemnify and hold the owner, its agents and employees harmless against any such claim whether or not such injury, loss or damage can be attributed directly or indirectly to the negligence of whatsoever nature or degree on the part of the owner, its agents or employees. This exclusion of liability and indemnity is binding on the Tenants and his/her/its guests' heirs, dependants, executors and assigns.

## **9 CHOICE OF LAW**

9.1 The premises is owned and operated within the Republic of South Africa. Therefore, these terms and conditions are governed by the laws of the Republic of South Africa, and the Tenant consents to the jurisdiction of the Cape of Good Hope Provincial Division of the High Court of South Africa in the event of any dispute.

## **10 ENTIRE CONTRACT AND VARIATION**

10.1 This agreement contains the entire agreement between the parties and no warranties, representations or undertakings not herein contained shall be binding upon the parties.

10.2 No variation of this agreement shall be of any force or effect unless recorded in writing and signed by the parties hereto.

## **11 COSTS**

11.1 The Tenant shall be responsible for the payment of stamp duty on this agreement at a rate of ZAR 0,50c per ZAR 100,00 rental payable. Stamp duty is only payable if the rental is paid locally in South African Rand.