



pepper berry place

ACCOMMODATION

Guide/House Rules & Regulations/Terms & Conditions/Liability & Indemnity

Welcome to Pepper Berry Self-Catering Cottage/and or Pepper Berry Courtyard Suite. Please make yourself at home, relax, unwind and enjoy. Please also take a few moments to familiarize yourself of some important House Rules and Regulations and Terms and Conditions. It is important to us that you will take care of Pepper Berry Place, Pepper Berry Self-Catering Cottage/and or Pepper Berry Courtyard Suite like you would take care of your own home. Thank you for your cooperation. We trust you will enjoy your stay with us and look forward to welcoming you back.

Access

Your Hosts should be allowed access to the cottage/and or courtyard suite at any reasonable time during a guest's occupancy for general maintenance if required.

Acceptance of Children

Regret no children

Amenities

Please check Hermanus Business Directory provided for laundry services available, restaurants, take away outlets, emergency numbers, activities, festivals etc.

Arrival

Your accommodation will be available to you from 14h00 on the day of arrival, unless otherwise arranged. We may not be able to accommodate you if you arrive earlier than the agreed time as we will be busy preparing the cottage/and or courtyard suite, however please check with us should you require early arrival arrangements. Please report to host/reception for keys.

Booking Confirmation

Host reserves the right to refuse admittance if the confirmation letter is not produced, or if the number of persons exceeds the number allowed and reserved for the cottage/and or courtyard suite. Occupancy at anytime, for any reason is limited to the number of persons agreed as per your reservation.

Cancellation & Insurance

When making a booking at Pepper Berry Place, the deposit that you paid on reservation, will secure your booking.

A booking of 1 night only must be paid in full at the time of booking.

In the event that you need to cancel your booking, we will endeavor to re-let the cottage/and or courtyard suite. A cancellation fee is calculated as a percentage of the full accommodation amount namely:

- Cancellation **90 - 45 days** prior to arrival: 50% of deposit payment
- Cancellation **45 - 30 days** prior to arrival: 75% of deposit payment
- Cancellation **30 days** prior to arrival: 100% of deposit payment
- **Non-arrival or curtailment** of stay will incur the full cost of booking

Complaints

Should you find appliances or utensils are not working properly or for that matter any other complaints, please report it soonest to your host for rectification immediately. We would prefer to deal with issues and complaints sooner rather than later.

Conservation

Guests are not allowed to remove and/or disturb any trees, wood, plants, birds, animals or any other property belonging to Pepper Berry Place or to disturb any of our neighbor's property.

Damages & Breakages

We put our property in your care for the duration of your stay and we shall deliver it to you clean and in full working order on arrival, but request you to please protect and respect our property and report any damages or breakages immediately.

Operating instructions for all the appliances, TV etc. is available in the cottage, however should you need assistance to operate the appliances, please contact your hosts.

Please take note that you are responsible and liable for any breakages or damages, which you cause, to the accommodation or its contents. We request that you report any incidents as they may occur. All repairs or making good of significant damage and/or breakage or cleaning will be charged for. We reserve the right to retain a deposit of R500.00 for any damage, breakages or cleaning required as well as any additional costs incurred. Please leave the premises in the same condition as you found it.

Departure

Please be ready to leave the accommodation by 10h00 on the day of departure, unless otherwise arranged (refer to extension of departure time below). If any money is still outstanding we will provide you with an invoice, payable on departure. Ensure that keys are handed in to your host/or reception before leaving the premises.

Electricity

Please be considerate when it comes to the use of electricity. Kindly switch off most lights when not in a room and ensure outside lights for the cottage/and or courtyard suite are switched off in the morning.

Extension of Departure Time

With prior approval and subject to availability, we will allow you to extend the vacating time. If cottage/and or courtyard suite is not vacated on day of departure your host reserves the right to evict and or charge a full rate for the accommodation.

Eviction/Termination of Booking

We reserve the right to terminate the rental without notice and without refund if any guest's behavior or conduct is likely to endanger the safety or wellbeing or is a nuisance to other guests, neighbors or indeed ourselves and if our house rules are not respected and maintained.

Fire Risks

Please be extra vigilant and careful when making fires. The Overberg/Hermanus/Western Cape is a high-risk area for fires. We urge you not to throw live cigarette butts out in nature. No braai's (barbeques) are permitted unless in the designated braai area on your patio.

Furniture, Fixtures & Fittings

Please do not move furniture around in the cottage or take furniture outside. Please also refrain from sitting on soft furnishings with wet bathing suits or dirty clothing or with food. Use coasters provided when drinks are placed on tables and please do not eat except at the dining table or the breakfast bar. Please **DO NOT** place hot pot, pans or any other hot item on furniture. Place mats have been provided to prevent furniture being burned.

Scatter cushions for the patio area have been provided for your use and comfort. Please ensure you bring the cushions inside at night. Please do not use the scatter cushions on the couches for this purpose.

Inventory

Check the inventory list provided is correct and declare any discrepancies when you arrive. Recheck before you leave and report any problems. If you break anything, please inform your host and settle the cost of replacement with us.

Keys

Keys and gate remote will be provided for the cottage/and or courtyard suite on arrival and are to be returned in line with the departure terms as above. For any keys not returned, there will be a **R500.00** charge to cover the costs of replacing the lock.

Late Arrival Procedure

Please ensure that you check in after 14h00 and contact us no later than 18h00 to let us know if you will be arriving late. Failure to notify us may result in the cottage/and or courtyard suite being re-let or the full cost of the cottage or courtyard suite being charged.

Liability/Indemnity

We do not accept any liability for any damage, loss or injury to your or any member of your party or to any personal effects, baggage, any vehicles or any other possessions belonging to guests, unless proven to be as a direct result of a negligent act by ourselves, our employees and/or contractors whilst in our employment. Kindly ensure that all personal valuables are locked away in the cottage safe provided at all times. **(See Liability & Indemnity Agreement Below)**

Linen & Towels

Clean bed linen and towels will be provided and changed between stays longer than 7 days. Should a guest require clean towels, used towels to be left on the floor for cleaning staff to collect and replace. Please also take note that we have provided top quality linen and towels. Please do not use white bathroom towels/face cloths to wash off excess make up, fake tan sprays, hair dyes or any other substance that will stain the towels. Colored towels have been provided should you need to use a towel or face cloth for the above purposes. Please also take care not to stain bed linen with similar products.

Beach Towels

Please do not remove bathroom towels to take to the beach or for swimming purposes. Beach Towels are available to rent from your host @ R10.00/day.

Methods of Payment

- Cash in ZAR bank notes
- Electronic Bank Transfer (Swift-address: ABSAZAJJ if foreign payment with Cost Code "SORT632005")
- Authenticated Swift payment, bank to bank in foreign currency
- Local Direct Internet Banking into Pepper Berry Place Bank Account
- PayPal

***Please take note we unfortunately do not have credit card facilities available at present and we do not accept cheques.**

Non-Availability of Accommodation

We would only cancel your booking if your accommodation were unavailable for reasons beyond our control. We would however attempt to offer you alternative accommodation. If this was not possible, or unacceptable to you, then we would refund all monies paid by you for the accommodation. Our liability would not extend beyond this refund.

Privacy Policy

Any data collected during the course of this booking will be stored on our computer(s). With your permission we may from time to time contact you about promotions and offers. We will not share your details with any third party.

Prices

The price for accommodation will be in accordance with your Booking confirmation.

Pets

Regret no pets including birds allowed on the property.

Power Cuts

Any possible power cuts and load shedding that may take place and is instigated by Eskom, is beyond our control and Pepper Berry Place cannot be held responsible for any loss you may suffer as a result of any such power cuts. Should you experience a power cut, please take note that the electric oven time must be reset in order to use it again. Instructions to do this are available in the file provided together with instruction booklets for all the appliances.

Refuse

Municipal collection of garbage/refuse is collected every Thursday. Please ensure all refuse is placed in the black garbage bin at back of cottage on the Wednesday night for collection the following morning. No refuse to be placed within or outside the premises except in the containers and/or refuse areas/bins provided.

Regulatory Compliance

It is a condition of the Business License issued to Pepper Berry Place, Pepper Berry Self-Catering Cottage/and or Pepper Berry Courtyard Suite to disallow live or loud music on the premises. Please respect the tranquility of Pepper Berry Place and be considerate and respectful towards the neighborhood, the neighbors and your hosts. Keep the noise levels to a minimum especially after 21h00. Failure to comply can cause a complaint being lodged as a result of noise, bad behavior and conduct.

Reservation & Payment

Your booking is only confirmed when we post or email written confirmation of booking following receipt of payment of the Booking Fee. 50% of the total Rental Charge (Booking Fee) is required within 48 hours to confirm your reservation. The balance (if any), of the Rental Charge is to be paid seven days prior to the arrival date by electronic funds transfer or by direct deposit. Failure to do so without prior arrangement with Pepper Berry Cottage/and or Pepper Berry Courtyard Suite may result in cancellation of the client/guest's booking without refund of Booking Fees already paid. The booking fee or part thereof is not refundable. **(See point on Cancellation & Insurance above)**. The client/guest may also be liable for the balance of the Rental Charge and for any other costs involved in the attempt to re-let the cottage/and or courtyard suite, should the booking be cancelled.

Clients/Guests wishing to extend their stay are required to give at least 7 days notice, subject to the cottage/and or courtyard suite being available. Payment must be made in South African Rand (ZAR) and must be clear of all bank charges, exchange rate variations and any other deductions. We accept the following methods of payment - Bank-to-Bank transfer to our bank account or Internet banking. Regret we do not currently have credit card facilities nor do we accept cheques. Under no circumstances will accommodation be provided until we have

received cleared funds to cover the Rental Charge. We reserve the right to charge interest on overdue accounts at 4% above South African bank base rate and to seek payment in full for accommodation during the suspension period.

Pepper Berry Cottage/and or Pepper Berry Courtyard Suite operates on a Self-Catering basis and does not provide or arrange other services such as meals, personal laundry, transport, tours, functions, events, parties, babysitting and conferences. We will however, on request, endeavor to provide details of suppliers that should be able to provide these services directly to our guests.

Safety, Security, Storage

Although Pepper Berry Place will take all reasonable steps to ensure the safety and security of guests and their possessions, guests retain final responsibility for their own safety and security. When leaving the cottage/and or courtyard suite unattended at any time, please ensure that the doors are locked; all windows are secure and set the alarm. This also applies for your departure. A safe has been provided for your valuables. **Always leave safe door open and unit locked on departure.**

Service/Housekeeping

As a self-catering establishment, guests are mainly responsible for keeping the cottage clean. We do however offer a cleaning service on weekdays should you wish to make use of this service. This will only include cleaning of bathroom, kitchen and making of beds. Please arrange with your host what time in the morning would suit you for our cleaning staff to enter the cottage/and or courtyard suite. Should you require cleaning services on a weekend, this can be arranged. The current rate for cleaners is **R150.00/day**.

Smoking

This is a non-smoking establishment, it is classed as a public place and it is therefore illegal to smoke inside the cottage/and or courtyard suite. We respectfully ask for cooperation and consideration in this matter at all times. Smoking is allowed outside on the patio and/or any open area on the premises. Please do not throw cigarette butts in the kitchen dustbin or outside in the garden. Ashtrays have been provided outside for this purpose. Our cleaning staff will clean out the ashtrays on a daily basis.

Vehicles

A gate remote for access to Pepper Berry Place will be handed to you on arrival. Vehicles to be parked within the designated parking areas on the property. No vehicles are allowed to park on pavements outside the premises without prior consent. Washing of vehicles and/or equipment on the premises is prohibited unless arranged with hosts' permission.

Water Usage

The Overberg/Hermanus is a water scarce area and guests should be mindful of water usages at all times.

Welcome Pack

We trust you will enjoy the contents of the welcome pack on arrival, but your hosts will not be held responsible for any allergic reactions from the produce provided.

Zero Tolerance

We have adopted a Zero Tolerance Policy to the abuse of alcohol and/or drugs, loud music and/or misbehavior and bad conduct on the property. Anyone failing to adhere to this policy will be immediately evicted and may be charged accordingly.

LIABILITY & INDEMNITY AGREEMENT

I/We, the undersigned, agree as follows:

I DECLARE THAT I HAVE READ THE TERMS AND CONDITIONS/LIABILITY & INDEMNITY AGREEMENT OF RENTING PEPPER BERRY SELF-CATERING COTTAGE/and or PEPPER BERRY COURTYARD SUITE AND AGREE TO ABIDE BY THEM.

Please take note that when occupying Pepper Berry Place, the Cottage and/or the Courtyard Suite, you and your party do so at your own and sole risk and are using the facilities on the Premises entirely at your own risk and by so doing hereby indemnify and hold harmless the owner of the Premises and their members, employees, agents and/or affiliates (The Indemnified Party) against all liability for any and all claims whatsoever and howsoever arising, including without limitation, any consequential loss claim, arising from and including without limitation, any loss, theft, or damage to your property (whether corporeal or otherwise) or any illness, injury or death which may arise irrespective of the cause of any such loss, theft, damage, illness, injury or death and in particular, whether arising through negligence or recklessness and whether liability would be vicarious or not.

You and your party also hereby release, indemnify and hold harmless the Indemnified Parties against any and all liability, claims, demands, losses, or damages whatsoever and howsoever arising, including without limitation, for personal injury, property damage, or wrongful death. You and your party further agree that, despite this agreement, should you, or anyone institute a claim against the Indemnified Parties, you hereby indemnify and hold harmless the Indemnified Parties from any litigation expenses, attorneys fees, loss, liability, damage or costs which the Indemnified Parties may incur as a result of such a claim.

Signed:

Date: