



terms and conditions

1. **Provisional bookings:** Provisional bookings (once confirmed by Yzerfontein Accommodation) will be held for a maximum period of 20 hours from the time of booking unless otherwise agreed by Yzerfontein Accommodation. Provisional bookings will be automatically released after this time without further reminder to you, if you have not confirmed your booking by making payment of the required deposit (see below for deposit details).
2. **Securing a booking:** To secure each booking, guests must pay a non-refundable deposit of 30% of the total rental charge (excluding any security deposit). The deposit amount will be confirmed when you make your provisional booking. **By paying the deposit to secure the booking, you are confirming that you have read, understood and agree that you and any accompanying guests shall be bound by these terms.**
3. Yzerfontein Accommodation will only confirm a booking once the required deposit and guest details (see below) have been received and no booking is secured until you have received a booking confirmation from Yzerfontein Accommodation in writing (by e-mail). If we are unable to accept your booking request for any reason, we will notify you and, if the deposit (or any further monies) has been paid, this will be returned to you.
4. **Guest details:** Yzerfontein Accommodation requires details of all persons in your party who will be occupying the property during the letting period, including names and ages. Bookings will not be confirmed by Yzerfontein Accommodation until these details have been received. If additional guests are joining and/or leaving between the booking dates, we also require their names and ages and on which nights they will be staying. Only persons named within the booking are authorised to stay at the property.



5. Yzerfontein Accommodation regrets that we cannot accept (or will only accept, at our discretion) bookings from:
- groups where all guests are under the age of 25 (in particular, for houses/areas where there have been reported anti-social issues);
 - parties where the majority of the members are under the age of 25 (in particular, for houses/areas where there have been reported anti-social issues) with the exception of families or supervised groups;
 - stag and hen parties; or
 - large same sex groups.

6. Payments

- 6.1. In the case of all bookings made more than 6 weeks prior to the date of the letting period, guests must pay a non-refundable deposit of 30% of the total rental charge. The balance is then due 6 weeks before the commencement date in addition to the security deposit (see below for security deposit details). Both the balance and the security deposit must be paid to Yzerfontein Accommodation in cleared funds by way of same day bank transfer, debit or credit card on the same day.
- 6.2. For bookings made less than 6 weeks from the start date of the letting period, the total rental charge together with the required security deposit must be paid to Yzerfontein Accommodation in full and in cleared funds by way of same day bank transfer, debit or credit card on the same day.

7. Security Deposits

- 7.1. **Payment of security deposit:** Every property booking requires a refundable, security deposit to be paid by the guest as a deposit towards any damage, loss or loss of rental suffered by the owner as a result of the conduct of a guest or any member of the guest's party or other person authorized to enter the property by the guest or a member of the guest's party.
- 7.2. The refundable security deposit amount is R2500,00.



- 7.3. Guests are required to pay the security deposit (in cleared funds) at the time of making your final payment (either 6 weeks before the start date of the letting period or, if the booking is made less than 6 weeks before the start date of the letting period, at the time of booking).
- 7.4. **Guest liability for property loss, damage and condition of property on departure:** Whilst ordinary and fair wear and tear is expected and allowance made for such, all guests are liable for loss and damage caused to the rented property and/or its contents (and for any loss of rental income suffered by the owner as a result of any such damage) to the full value of the owner's loss, which shall be deducted from the security deposit at the owner's discretion.
- 7.5. Guests must also leave the rented property in a clean and tidy condition at the end of the letting period and will be liable for the costs associated with any additional cleaning required at the property if this requirement is not complied with.
- 7.6. Guests must be aware that the security deposit does not limit your liability to the owner against loss and/or damage and/or loss of rental income suffered by the owner. Guest liability for loss applies even if the value of the loss exceeds the security deposit amount (in which case guests will be liable to pay for the full amount in excess of the security deposit).
- 7.7. **Insurance:** We strongly recommend that guests take out holiday insurance that, in addition to protecting against cancellation costs and unforeseen circumstances etc., protects guests in the event of liability incurred against (and in addition to) the security deposit.
- 7.8. **Security deposit refunds:** Each property is inspected after the guest's departure by the owner's employed service company. Yzerfontein Accommodation aims to refund the security deposit within 7-14 days of guest departure from the property, provided no loss, damage or unreasonable cleanliness has been caused to the property, its contents, fixtures/fittings etc.



- 7.9. If any loss, damage, or unreasonable cleanliness is identified, you will be notified of the value of such loss/damage and this will be deducted from the security deposit. Any (undisputed) security deposit balance (if applicable) will be refunded to you within 28 days of your departure from the property. Yzerfontein Accommodation reserves the right to withhold the security deposit (or an appropriate portion of the security deposit) for longer if, for reasons beyond our reasonable control, it takes the owner (or their service provider) longer to assess the value of loss and/or make repairs to the damage incurred.
- 7.10. The **security deposit does not limit your liability to the owner for loss, damage and/or unreasonable cleanliness etc.** If the value of the loss/damage claim exceeds the security deposit paid, then guests may be issued with an invoice (setting out the relevant payee details) for the balance, which must be settled within 7 days of receiving notification of the total value and amount owing.
- 7.11. **Balance (and other) Payments:** Where a deposit has been paid (see 2 above), the final balance of the accommodation costs, together with provision of the security deposit (see below) and any additional costs (in respect of pets etc.) **must be paid by the guest in full (in cleared funds by the due date) to Yzerfontein Accommodation, not less than 6 weeks before the start date of the letting period.** At the time of booking, Yzerfontein Accommodation will send you (by email) a booking confirmation which will indicate the latest date when the full amount is due and must be paid by. A courtesy reminder is sent out by email two weeks prior to the due date.
- 7.12. Due to the nature of Yzerfontein Accommodation's obligations to Owners, if the balance of the payment is not paid to Yzerfontein Accommodation or by the relevant due date (see above), Yzerfontein Accommodation reserves the right to cancel your booking and retain the deposit paid by you. You will also be liable, at the Owner's discretion, to pay the full outstanding balance owed. Guest liability to pay the full balance may be subject to deductions if Yzerfontein Accommodation is able to re-book the Guest's booking with replacement guests.



- 7.13. In certain circumstances, Yzerfontein Accommodation reserves the right to increase the number of weeks in advance of the letting period that a balance (not security deposit) is payable by the guest. In such circumstances, Yzerfontein Accommodation will notify you of the earlier date before accepting a deposit payment and confirming your booking.

8. Booking Cancellations and Amendments

- 8.1. **Insurance:** Yzerfontein Accommodation strongly recommends that Guests take out suitable holiday insurance, to cover the total cost of your holiday in the event of cancellation.
- 8.2. On cancellation of a confirmed booking, by you, Yzerfontein Accommodation will retain your non-refundable booking deposit (see 2 and 3 above) and you will remain responsible for payment to Yzerfontein Accommodation of the total cost of your booking. Your liability on cancellation to pay the total cost of the holiday, which is at the Owners discretion, may be subject to deductions if Yzerfontein Accommodation is able to fill your cancelled booking with replacement guests, subject to any deductions taking into account Yzerfontein Accommodation administrative time and any discounted price Yzerfontein Accommodation may be required to charge in order to secure such booking at a later stage. We therefore strongly advise you to take out holiday insurance to cover you for the full cost of the stay.
- 8.3. All cancellations must be notified to Yzerfontein Accommodation, in writing, prior to the commencement date of the holiday letting period.
- 8.4. **Grace cancellation period:** Yzerfontein Accommodation offers a complimentary 24-hour grace period from the time a booking is taken, as a 'cooling off' period. Should you wish to cancel your booking within this time, a full refund (of the deposit and balance) will be provided. As such, **please ensure that you thoroughly review your booking confirmation within 24 hours of receiving it and notify Yzerfontein Accommodation immediately if you have any queries.**



- 8.5. **Changing properties:** Once a booking has been confirmed by Yzerfontein Accommodation then if you, the Guest, decide you would like to change the booking to another property, then this will be treated on the same terms as a cancellation as set out above. The new property would then need to be booked separately with new payment taken for the non-refundable deposit applicable to the booking. However, if you wish to make changes within the 24-hour grace period then clause 6.4 would apply.
- 8.6. **Changing dates:** if you wish to occupy the same property but on a different date and at the same tariff, then, subject strictly to availability on alternative dates, an administration charge of R600,00 will apply to alter the terms of the booking. This can only be offered at the discretion of Yzerfontein Accommodation and the Owner. Should the tariff be higher, then any additional costs would also be payable.
- 8.7. Any other changes to the terms of a booking other than trivial administrative changes will incur an administration fee of R600,00 to cover Perfect Stay's reasonable costs.
- 8.8. **Property unavailability:** If for any reason:
- a) the property you have booked becomes unavailable, for example because of flood, fire damage or other similar circumstances; or
 - b) the Owner is prevented from making their property available to you due to government restrictions or public health measures restricting (1) domestic travel, or (2) use of holiday accommodation / rentals (including measures which are introduced in response to a pandemic or epidemic, such as COVID-19),
- 8.9. Yzerfontein Accommodation will notify you as soon as possible. Yzerfontein Accommodation will, where practicable, try and provide alternative accommodation or dates for you, although unfortunately we cannot guarantee that we will be able to find a suitable alternative for you. If no suitable alternative is available, or if you choose not to take the alternative property or dates offered to you, your booking will be cancelled and refunded.



- 8.10. **Transfers:** Any bookings which are transferred to an alternative date or alternative property under clause 6.6 or clause 6.8 will be treated as a new booking for the purpose of cancellations (except no grace cancellation period will apply to bookings transferred by the guest under clause 6.6), with effect from the date we confirm to you in writing that the booking is transferred. The guest terms and conditions communicated to you (and displayed on our website) on the date your transfer is confirmed will apply to the transferred booking.
- 8.11. Neither the owner nor Yzerfontein Accommodation will be liable for any form of damages, compensation or expenses claimed by the guest in respect of the non-availability of the booked property, except as provided for by a refund as set out above.
9. Your Occupation of the Property and Late Arrival
- 9.1. Guests occupy the property for the letting period for holiday and social purposes only – no business, weddings, year-end functions, or any other function with more than 10 people are permitted unless agreed with Yzerfontein Accommodation and the owner.
- 9.2. **Arrival and departure:** The property will normally be available to you from 2pm on the first day of the booked letting period. All guests and occupiers, luggage, property, vehicles etc. must vacate the property and associated land completely by 10am on the last date of the letting period. **If a guest (or their guests) fails to vacate the property or associated land by this time, Yzerfontein Accommodation reserve the right to deduct an amount from the security deposit to cover the extra period of occupation and any extended or delayed cleaning arrangements caused by the delay.**
- 9.3. **Security:** All windows and doors of the property must be checked and securely locked on departure and whenever the property is vacant during the guest's letting period. Keys must be returned to the caretaker on departure. In the event of keys not returned, then a charge will be deducted from the security deposit to cover locksmith costs for changing locks and replacing keys.



- 9.4. **Cleanliness:** Guests are responsible for leaving the property in a clean and tidy condition. All waste must be removed, correctly bagged, and placed in bins provided and any failure to remove and bag waste may incur a further charge, which shall be deducted from the security deposit.
- 9.5. **Maximum number of Guests:** Guests shall not permit the property to be occupied by more than the maximum number of persons stated in each property description.
- 9.6. **Guest's occupation:** The guest must occupy the property for the purposes of a stay for themselves and not with any other person not named on the booking form unless otherwise agreed with Yzerfontein Accommodation.
- 9.7. **Amenities:** All prices quoted include electricity, gas and water and use of property equipment and amenities.
- 9.8. **Telephone and internet:** Neither the owner nor Yzerfontein Accommodation will be liable for any form of damages, compensation or expenses claimed by Guests in respect of any internet services (Wi-Fi) or telephone services not being available or failing during any stay. If internet access is essential to you during a stay, we recommend that you have back-up provisions such as mobile dongles. We do understand the importance of internet and will ensure that our property partners work to resolve any issues within their control.
- 9.9. **Housekeeping services:** Guests can request additional housekeeping services (using the owner's service provider) for an additional charge. Bookings for this service must be made prior to the start of the letting period and are subject to availability of the owner's service provider.
- 9.10. **Laundry:** this is a self-catering facility but for a lengthy stay we can gladly provide you with a cleaning service by prior arrangement. Laundry facilities are available in Yzerfontein. Please go to www.yzerfonteinaccommodation.co.za for more information.



- 9.11. **Loss and damage:** You will be responsible for covering the costs of putting right any damage or loss caused (excluding reasonable wear and tear) during your stay, even if the sum proves to be in excess of the security deposit (see 4 above for more detail on the security deposit).
- 9.12. **Damage to linen and towels:** Guests will be responsible for any charge for linen or towels soiled or damaged as a result of products used or applied by you (and your own guests and pets), in particular make-up and fake tan or if any item is found to be missing from the property. Deductions for such damage or loss will be made from the security deposit.
- 9.13. **Guests must agree:**
- not to cause nuisance, excessive noise, or annoyance to occupiers of neighbouring properties; and
 - to allow reasonable access to the property by anyone authorized by the Owner and in particular to Yzerfontein Accommodation and any service providers.
- 9.14. **Pyrotechnics:** The use of fireworks or any pyrotechnics are strictly prohibited at any Yzerfontein Accommodation property and the land associated with it. This is applicable all year round and includes New Year's Eve, Fireworks night, Diwali and the Chinese New Year.
- 9.15. **Unacceptable behaviour:** If in the opinion of the Owner or Yzerfontein Accommodation, guests are not deemed suitable to continue occupation of the property because of your behaviour or damage to the property or nuisance to other parties, this includes the owners service or agency personnel being disrespected or verbally abused by you or any member of your party, then your booking contract may be terminated without notice and the Owner or Yzerfontein Accommodation will be entitled to repossess the property immediately without any compensation to you.
- 9.16. **Property rules:** Some properties may have specific house rules which the owner has requested, such as: no shoes indoors (e.g. for houses with white/wooden floors), no stiletto shoes (houses with white/wooden floors) and



specific usage of swimming pools and hot tubs. Such rules are generally advised on booking and always referred to by the essential property information guide or at the house in the guest information folder/tablet.

- 9.17. **Late Arrivals:** Some of our properties have a meet and greet service which is available generally up to no later than 8pm. After 8pm, separate arrangements can be made for access to some properties, but some properties have strict contractual arrangements where they can only be made accessible by the property manager or owner. We reserve the right to make a charge for guests arriving later than 8pm of R500.00 to cover ours or the owner's costs. We strongly recommend guests arrive between 2pm to 6:30pm and we accept no liability if guests cannot access the property where no advance notice of late arrival has been given to Yzerfontein Accommodation.

10. Pets

- 10.1. Yzerfontein Accommodation let some properties where pets are permitted **by prior agreement** of the owner and Yzerfontein Accommodation, together with a cost of R500.00 per pet per reservation for the holiday accommodation period.
- 10.2. Our use of the term 'pet friendly' is defined only by a property that permits pets to stay at a property as per these terms. Some properties may have additional pet rules at the owner's discretion. Whilst properties may be pet friendly, the external areas may not be fully enclosed or pet proof. Guests are responsible for the safety and security of their pets at all times.
- 10.3. Pets must not be taken to properties or visit properties where they are not permitted. You, the guest, agree that you will do the following in respect of occupation of the property by your pets, where they are permitted.
- 10.4. No more than the number of pets specified on our website may occupy the property at any one time.
- Puppies under the age of 12 months are not permitted.



- All pets should always be kept under strict control whilst on the property.
 - Pets shall not be permitted to go onto furniture – not on the beds or couches.
 - Pets shall not be left in the property unattended or in your vehicle outside of the property at any time.
 - Should pets be left unattended and cause any disturbance to any neighbours or neighbouring properties, then this may be deemed as unreasonable behaviour and could warrant eviction from the property.
 - Any fouling of internal areas, furniture and carpets shall be professionally cleaned, and the cost borne by the guest, which will be recovered from the security deposit.
- Any fouling of lawns, paths or outside surfaces shall be cleared up without delay, by you the guest. Failure to do this will result in additional charges being made which will be recovered from the security deposit.
- Guests should provide pet bedding and necessary equipment, including food and water bowls, including towels.
- Pets should only be left at night in the area indicated in the properties guest information folder.

10.5. Note: If anyone is allergic to pets then we strongly recommend that they ring to discuss their chosen property with our reservations team. We do have a few properties where Owners have pets that stay with them, but their houses do not allow pets when renting to guests.

11. Smoking Policy

11.1. All properties handled by Yzerfontein Accommodation are subject to a strict no-smoking policy. If there is found to be any damage caused to the property or its contents by smoke or burns you would be responsible for covering any costs associated with rectifying this. These costs would be deducted from your security deposit. Smoking is only permitted outside of the property, away from open doors and windows, on condition that all cigarette or cigar butts and ashes are cleared up and disposed of by guests before departure. If there is a smell of smoke inside the property guests will be charged for any additional cleaning time required to rectify this again, such costs will be deducted from



the security deposit or an additional invoice will be billed to the guest.

12. Parking

- 12.1. Parking instructions for the relevant property are included in the property description and such instructions and limitations must be strictly adhered to by guests (and your own guests). All vehicles are parked at guest's risk and neither the owner nor Yzerfontein Accommodation shall be liable for any damage to vehicles, theft of personal items stored in them, or parking fines/clamping.

13. Guest Information Folder

- 13.1. A property information section is included in the guest information folder or tablet provided at the property by the owner. You are advised to read the property information section upon your arrival at the property and familiarize yourself with the operation of safety, electrical and other equipment in accordance with any guidance provided. The information is provided to make your stay a safe and happy one, but no liability can be accepted by Yzerfontein Accommodation for the content of the property information and your reliance on it, although neither the owner nor Yzerfontein Accommodation seeks to limit or exclude liability for any death or personal injury that results from our own negligence.
- 13.2. Guests are responsible for familiarizing yourself with the health and safety information relevant to the property that you are staying in. Guests will find all the necessary information within the guest information folder at the property.

14. Complaints Procedure

- 14.1. If you feel you have a reason for complaint, then guests should notify Yzerfontein Accommodation immediately so that steps can be taken to address your complaint. Yzerfontein Accommodation is expected to act on behalf of the



owner in dealing with your complaint quickly and efficiently. If you do not complain at the time when you are staying at the property, by leaving it until after your stay has ended or at a later date during your stay, Yzerfontein Accommodation and the owner will not be able to remedy your complaint as you will not have not given Yzerfontein Accommodation an opportunity to remedy the matters you have complained of during your stay and, in such circumstances, neither Yzerfontein Accommodation nor the owner shall be liable to offer any refund or compensation in relation to the matter complained of. Please note that this does not affect your statutory rights or those set out in clause 16 (Liability).

- 14.2. **For each property, the owner provides a 24 hour call out service** and the necessary contact telephone numbers are given on the essential information property guide and at the property in the guest information folder or tablet.

15. Personal Belongings Left Behind

- 15.1. If guests or any members of your party leave any personal belongings inside the property you will be charged the cost of postage and packaging and an admin fee by the relevant housekeeping company, to have them returned to you. Any items found by the servicing company responsible for the property will be disposed of within 7 days if not claimed. All perishable foods will automatically be disposed of at the time of the changeover.

16. Liability

- 16.1. **Liability to you:** Yzerfontein Accommodation is responsible to you for foreseeable loss and damage caused by us if we fail to use reasonable care and skill whilst acting in our capacity as agent between you and the owner. Yzerfontein Accommodation does not exclude or limit in any way our liability (or the liability of owners) to guests where it would be unlawful to do so. This includes:
- our liability for death or personal injury caused by Yzerfontein Accommodation' negligence or the negligence of our employees; or



- the owner’s liability for death or personal injury caused by the owner’s negligence or the negligence of its employees; or
- for fraud or fraudulent misrepresentation; or
- for breach of your legal rights in relation the owner’s contract with you.

16.2. **Where we are not liable:** Other than the exceptions set out above, Yzerfontein Accommodation will not be liable for any act, neglect or default on the part of the owner or any other person not within their employ or otherwise under their control for any accident, damage, loss, injury, expense or inconvenience whether to personal property which the guest or any other person may suffer or incur arising out of or in any way connected with the occupation of the property unless Yzerfontein Accommodation has been negligent (such as by failing to use reasonable care and skill). In addition, owners and Yzerfontein Accommodation accept no liability for loss or damage to Guests’ possessions on the owner’s property or land.

16.3. **Business use:** Each property is provided for guests’ personal enjoyment only. Neither Yzerfontein Accommodation nor the owner are liable for business losses. If a guest uses the property for any commercial or business purpose, neither Yzerfontein Accommodation nor the owner will have any liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

17. Property Descriptions

17.1. The Owner is responsible for ensuring the safety of their property and for ensuring that all descriptions and facilities listed for their property are correct. Every effort is made by Yzerfontein Accommodation to ensure that information provided to guests is accurate and not misleading, but Yzerfontein Accommodation cannot accept any liability or responsibility for mis-description or detail omission by the owner in its material or publications. If, once you arrive at the property, you feel that the property is not what you were expecting, please let Yzerfontein Accommodation know immediately, so we can address this with you and the owner.



18. Renting a house for Film Projects

- 18.1. Should the property be booked for use as part of a film project, guests will be required prior to acceptance of the booking by Yzerfontein Accommodation to describe the nature and content of the proposed film. Yzerfontein Accommodation reserve the right to refuse any such booking and to require guests and occupier/s to leave the property forthwith if the nature of the film project is not as described at the time of the booking. This includes the making of pornography, portraying and/or representing material which is defamatory in any way or involves the depiction and/or representation of any unlawful act.

19. Other important terms

- 19.1. **Booking transfers:** Guests must seek Yzerfontein Accommodation' prior written consent if you wish to transfer your rights (i.e. your booking) to someone else.
- 19.2. **Third party rights:** Nobody other than the guest, the owner and, where applicable, Yzerfontein Accommodation, has any rights under the booking contract as that contract is between the guest and the owner (with Yzerfontein Accommodation acting as agent to the owner).
- 19.3. **Amendment of these terms:** Yzerfontein Accommodation reserves the right to amend the booking terms and conditions at any time prior to confirming your booking. Yzerfontein Accommodation' current set of terms and conditions will always be displayed on our website at any given time.