



## **Booking Terms and Conditions at Westhill, Knysna - N2RS Pty Ltd**

Thank you for choosing to book with us at Westhill. (Registered Company: N2RS.Pty Ltd). We look forward to welcoming you. By making this booking you are entering an Agreement with us. Please read our Terms and Conditions.

### **Bookings**

The booking is not effective until the receipt of the required deposit of R700.00 per room. On receipt of deposit, written confirmation of the booking will be despatched by e-mail. The hirer of the rooms must be over the age of 18. If the booking is made within eight weeks of the booking commencement date, full payment will be required at time of booking. We do our best to accommodate individual requests, however we cannot always promise to reserve your preferred choice of room. Room bookings made for more than two person occupancy without prior arrangement are invalid and without refund.

### **Change of Room**

If a booking is taken out for a specific room and the room reserved is rendered unusable via circumstances beyond our control, we reserve the right to transfer the booking to an alternative room.

### **Prices**

The price per person per night includes accommodation in the specified room, breakfast and VAT (once we are registered which is currently in process). If you have selected supplements they will be added to the total price of the Booking. Rates do not include other costs you may choose to incur during your stay (unless otherwise stated). Rates quoted are correct only for the specific number of guests, nights and dates shown. Should you change the number of guests, dates or nights, then the rates may be subject to change. Other meals, packed lunches, drinks and the use of additional services or facilities are extra and will be charged at the rate agreed at the time of booking or as specified in our literature.

### **Payments**

May be made by, Credit Card, Debit Card/ IBAN/ Swift or EFT. Should any 'extra' charges be raised against us by your bank (due perhaps to i.e. default or bank administration charges) they will be passed on to you and you will be liable to reimburse us in respect of such charges within 7 days.

### **Balance Payments:**

The balance of the full stay will be due for payment four weeks prior to your arrival date. No reminders will be sent out beyond the booking confirmation which advises you of the balance due date. For all credit card payments the balance will automatically be deducted from the card provided, four weeks prior to the booked date of stay.

### **Non receipt of payment:**

If we do not receive payment by the date requested then we will treat it as a cancellation. In which case, we will be entitled to keep all of the deposit already paid. If we do not cancel straight away because you have promised to make payment, you will be liable for cancellation charges, depending on the date Westhill treats your booking as cancelled. Any administration charges to the booking will incur an administration charge of R175.00.

### **Cancellation Charges**

By making your booking, our agreement is a legal contract and your deposit is non-refundable. If you cannot take your reservation and the booking cannot be re-let, or you terminate your stay before completion, you are still liable to pay for the booking in full, even if we have not yet received your balance. If we do succeed in re-letting the booking, you are no longer liable for the balance, or we will refund it to you if you have paid it, less an administration fee of R175.00 per booking.

Please note that your deposit is not refundable under any circumstances. We take all Bookings in good faith, as we are unable to judge reasons for change, cancellation or non-arrival, guests.

There are no exceptions to the above conditions and that any booking made with Westhill for either accommodation or goods, services, meals or drinks that are pre booked (verbal or written) forms a legally binding contract. For this reason we advise that you take out a suitable insurance product to cover against unexpected costs such as cancellation fees. In addition, we may take legal action, through the Courts, to recover any outstanding debts.



### **Cancellation and Insurance**

By making your booking, our agreement is a legal contract and your deposit is non-refundable in the unfortunate event that you should need to cancel within 14 days of your anticipated arrival and we are unable to re-sell the accommodation. If you cancel within 24 hours of arrival we reserve the right to charge you for the full cost of your stay. If you cancel your booking giving more than 14 days' notice, we will refund your deposit less R175.00 administration fee per room.

### **Non-availability of Accommodation**

Westhill (N2RS) would only cancel your stay if your accommodation was 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 duration of booking. Our liability would not extend beyond this refund.

### **Arrival**

Your accommodation will be available to you from 14.00 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 your rooms. However early check can be arranged by contacting us in advance.

### **Late arrival procedure**

Please ensure you contact us no later than 1800 to let us know if you will be arriving later than arranged. Failure to notify us may result in the room being re-let or the full cost of the room being charged to your Credit Card.

### **Departure**

Please be ready to leave the accommodation by 1100 on the day of departure, unless otherwise arranged (late check out can be arranged). We will provide you with an invoice, payable on departure for any additional services you may have used during your stay.

### **Pets**

With the exception of guide dogs, we do not allow pets.

### **Children**

As we do not have facilities for small children or family accommodation, our general policy is to welcome children aged 12 or over who are confident to occupy their own guest room. Babies are welcome providing parents bring own sleeping cot/pram – please advise at the time of the booking.

### **Smoking**

Please note that in accordance with legislation, NO smoking is permitted at Westhill, this extends to all rooms and the house and to all areas of the grounds and outbuildings with the sole exception of the front garden where guests may smoke providing that other non-smoking guests are not disturbed. Guests are respectfully requested to observe this condition and we reserve the right to ask anyone who disregards this policy to leave the premises immediately. Payment for the full booking will be charged plus the cost of cleaning all bedding, carpets, upholstery and soft furnishings plus the cost of an extra night so that the room can be fully aired before we can re-let.

### **Damages and Breakages**

You are responsible and liable for any breakages or damages which you or any member of your party cause to the accommodation or its contents. Please report these as soon as they occur. We do not normally charge for minor breakages, but we reserve the right to make a charge to the guest's Credit/ Debit Card, for repair or making good if the damage or breakage is significant. We may make an additional charge if you did not report this. Please remember that damage may be more expensive to repair if it has not been attended to quickly or concealed.

### **Missing Items**

We reserve the right to charge for missing items.

### **Noise**

Guests are expected to be considerate of others by keeping noise to a minimum generally and especially at night. Televisions and music must be at acceptably lower levels after 10pm. Guests entering and leaving the property late night and early morning and using the common areas should do so quietly.



### **Keys**

You have access to the building and your room 24 hours a day throughout your stay using a set of keys given to you when you register on arrival. You have full responsibility of these keys for the duration of your stay. Lost keys will be charged at £200.00 per set. Please ensure that any keys issued to you to stay in your possession until the time of departure when they must be handed back to the owners/staff.

### **Lost Property**

We are happy to return items that have been left following departure. However, there will be a minimum charge of R100.00 and the cost of postage and/or courier charges. Overseas guests please note you may have to pay duty on certain items and this will be for your own account

### **Safety & Security**

We have CCTV in place at Westhill but request guests to follow instructions with regards to safety of selves and others at all times. Guests are expected to make themselves aware of fire evacuation procedures, and not undertake any activity that may cause risk of fire or injury to self, others or property. Guests must ensure when leaving the property that they close bedroom windows, doors and ensure the front door is closed properly behind them, take precautions to secure their property.

Please note we do not take any responsibility for the security of your vehicle (s) or valuables. Please take all reasonable steps to secure your valuables to not invite theft and not leaving them on display.

### **Car Parking**

A car park (with CCTV) is available for guests. Cars parked at Westhill are at owners' risk. Please note we do not take any responsibility for the security of your vehicle(s) or valuables. Please take all reasonable steps to secure your valuables to not invite theft by leaving them on display.

### **Liability**

We do not accept any liability for any damage, loss or injury to any member of your party or any vehicles or possessions, unless proven to be caused by a negligent act by ourselves or our employees or contractors whilst acting in the course of employment.

This liability however

(a) extends only to the property of guests who are staying at Westhill;

(b) is limited to R100.00 for any one article and a total of R275.00 in the case of any one guest, except in the case of property which has been deposited, or offered for deposit, for safe custody;

(c) does not cover motor-cars or other vehicles of any kind, sport equipment, computers or any property left in them,

### **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 unless we have your permission to do so. With the exceptions if required by law or due to unlawful actions or requests by official law enforcement e.g. Police or Government.

### **Wi-Fi Access**

By using our Wi-Fi Service you automatically agree to the terms and conditions of use below (the "Terms"). If you do not agree to all of the Terms, please do not use the Service.

### **Fair Use**

We would like to ensure that all of our guests have an enjoyable internet experience whilst staying with us. We have therefore implemented a 'fair use' policy to ensure that we can continue to provide a fast and reliable service.

We may monitor the performance of our network and the use of it by our guests. If we notice that a guest is using it in excess of what is expected from reasonable normal use and where such excessive use is affecting other guests, particularly during busy times, we may restrict usage. If you do not use file sharing software or download large files from the internet then you should not be affected by our fair use policy. However, if it becomes clear that heavy downloading, peer-to-peer networking, or excessive streaming (i.e. more than simply streaming program content from websites is taking place then we may contact you to ask you to reduce your use to allow our other customers to share the system fairly. If you continue to do so, or if you persistently exceed normal use to the extent that it affects our network and other user's enjoyment of the service, then we reserve the right to restrict or deny you access to the network.



### **Internet Services**

Westhill (N2RS Pty Ltd) (“we” / “our” / “us”) provides you with access to the internet in most parts of the building. By accessing the service using either medium you are agreeing to obey the terms and conditions listed below (the “Terms”). If you do not agree to the terms, please do not access the service.

### **Our Obligations to You**

We will endeavor to ensure that you are provided with, uninterrupted service 24 hours a day. We will not be liable however, for any reason if the service is not available at any time for any period, nor for any loss of data or damage to the equipment you suffer as a result of using our service. We may suspend access at any time and for any reason, including routine or emergency maintenance of the servers. For this reason we strongly recommend that you regularly save any work you are doing whilst using the service.

### **Your Obligation to Us**

The service we provide is intended to be used for general purposes, including accessing the World Wide Web, email, messaging services and chat rooms. You undertake to us that you will use the services responsibly and that you will behave in a lawful, honest and proper manner when accessing the services. Without prejudice to any other provision of this agreement, we may terminate your use of the service at any time without notice if we become aware of any behavior that has a negative effect on our equipment or network or the use by other customers of our equipment or network or the internet in general, or which damages, or has the potential to damage, our reputation.

Without prejudice to the generality of the paragraph above, you may not: use the service for any illegal purpose (including but not limited to breaching any intellectual property or computer misuse legislation and downloading or uploading any illegal material); send any unsolicited commercial email (or “spam”) or any activity relating to it; carry out any “hacking” activities such as attempting to access systems without authorization or carry out denial of service attacks.

### **Breach of Agreement**

We shall investigate any suspect breach of the agreement by you, and reserve the right to take such action as we, in our sole discretion, deem appropriate, including suspension or withdrawal of the service with immediate effect and without notice to you.

### **Disclaimer**

You acknowledge that use of the service is entirely at your own risk.

The service is provided on an “as-available” basis, and to the fullest extent permitted by law we hereby exclude all and any warranties or conditions of any kind, whether express or implied, in respect of the service and the content or data obtained or downloaded from it.

Without prejudice to the foregoing generality we do not warrant that the service will be uninterrupted, timely, and secure or error free at all times or will meet your requirements; and we are not responsible for security, integrity, accuracy, suitability or completeness of any information that you transmit or receive while using the service.

The disclaimer within this paragraph does not affect your statutory rights as a consumer.

### **Liability**

Nothing in this agreement serves to exclude or limit our liability for death or personal injury cause by our negligence.

Subject to the paragraph above we shall not be liable to you in contract, tort or otherwise arising in connection with this agreement for any economic losses (including, without limitation, loss of revenue, profits, contracts, business or anticipated savings), any loss of goodwill or reputation, any special, indirect or consequential losses or any destruction or loss of data. If any part of the service is not available to you through no fault on our part or where the failure, suspension or withdrawal of the service is beyond our reasonable control, we shall not be obliged to pay any compensation to you.

You will indemnify us against all and any losses or claims arising from any breach of the agreement by you, and against any claims or legal proceedings arising from your use of the services which are brought or threatened against us by another person.

### **General**

We reserve the right to amend these terms and conditions at any time. The tariff and information listed was correct at the time of publication and may be subject to change without notice You acknowledge and agree that all intellectual property rights (including, but not limited to, copyrights (including rights in software), trademarks, database rights, patents and inventions) in and relating to the service are owned by us and our licensors or contractors. Nothing in this agreement operates to transfer any such intellectual property rights to you. We reserve the right to assign or sub-contract any of our rights and obligations under this agreement without notice to you. If any provision of this agreement is found to be unenforceable by a court of competent jurisdiction, the other provisions shall nevertheless remain in full force and effect.

This agreement is governed by the laws of South Africa and the parties hereto submit to the non-exclusive jurisdiction of the South African courts.