

MAGNASCAPE CORPORATION (PTY) LTD

Guest Agreement

Guests making bookings are required to accept these terms.

Accommodation Agreement

1. This Agreement is between the Guest named on the Booking Summary (“you”) and Magnascape Corporation (“Magnascape”) of the accommodation as detailed in the Booking Summary (“the Accommodation”). Magnascape is the owner of the Accommodation or the person who is duly authorised to arrange rentals of the Accommodation. This Agreement details the terms and conditions which apply between you and Magnascape relating to your rental of the Accommodation.
2. This Agreement is a licence to occupy the Accommodation during the agreed period as set out in the Booking Summary (“Rental Period”). You are not a tenant of the Accommodation and you have not been granted exclusive possession of the Accommodation. You are renting the Accommodation under a licence of occupation.

Booking and Cancellation

3. The Booking Summary which you have accepted is not a booking confirmation, the Accommodation will be booked for the Rental Period upon dispatch of a Confirmation of Booking and Sidereal is not obliged to make the Accommodation available, nor is a binding contract in place, until such time as the Confirmation of Booking has been sent to you by email.
4. On dispatch of the Confirmation of Booking you will be liable to pay the fees due in full and Magnascape will collect a prepayment for an amount as set out in the Booking Summary (which may be the entire amount of the fees due).
5. Unless otherwise specified in the Booking Summary the following cancellation policy will apply. If you cancel a booking within 24 hours of dispatch of your Confirmation of Booking, provided you book more than thirty days prior to your stay, then you are entitled to a full refund. (except for the period 15 December till 5 January of any year and then a sixty day (60) cancellation period will apply to your booking. If you cancel a booking more than 45 days prior to commencement of the Rental Period then you will be liable to pay 50% of the full accommodation rental fees as set out in the Confirmation of Booking (“Accommodation Fees”) for the entirety of the Rental Period (and you authorise Magnascape to deduct such sums from the credit or debit card details which you supplied when making the booking).
6. If you cancel up to 45 days before the start of your stay, we will refund 50% of your booking. (Excluding 15 December – 5 January)
7. If you cancel a booking 30 days or less prior to the commencement of the Rental Period then you will be liable to pay the full Accommodation Fees for the entirety of the Rental Period (and

you authorise Magnascape to deduct such sums from the credit or debit card which you supplied when making the booking).

8. **Please note the following Cancellation policy applies for bookings from 15 December 2016 – 28th February 2017 and over Easter** Due to this being our high season we have to impose stricter policies. Any bookings cancelled within 60 days of arrival will be charged a 100% cancellation policy
9. **Specials.** All specials are payable on booking and the above cancellation policies do not apply – ie Best Rates are non -refundable.
10. Each Accommodation Agreement represents a contract to occupy a given property on given dates (subject to clauses 10 and 11). Any variation of dates or accommodation will amount to a cancellation of a booking, unless agree otherwise.

Fees and Charges

11. You agree to pay the Accommodation Fees as set out in the Booking Summary at time of the booking without deduction you also agree to discharge the cost of any damage to the Accommodation or contents and to pay any fees in relation to overstaying.
12. The Accommodation Fees set out in the Booking Summary are for rental of the Accommodation only. No additional concierge or other services which you book through Magnascape are included –By accepting these terms you agree to pay the Accommodation Fees in full and you authorise Magnascape to collect the full amount referred to in the Booking Summary immediately. On commencement of the Rental Period the remainder of the Accommodation Fees (if any) will be taken by Magnascape’s check-in staff. If you fail to turn up to a booking or check-in then for the avoidance of doubt you will be responsible for the entire Accommodation Fees for the booking (and you hereby authorise Magnascape to deduct such sums from the credit or debit card which you supplied when making the booking).
13. All fees and charges will be collected by Magnascape and will be inclusive of VAT.

Security Deposit

14. When you commence your stay at the Accommodation Magnascape will deduct an amount from a credit or debit card (which may be different to the details which were supplied when booking) by way of security deposit and Magnascape will be entitled to make deductions from this credit or debit card through Magnascape in the event of any damage to the Accommodation or its contents or in the event of late check-out or overstaying.

Check-Out

15. The check-out time at the Accommodation is as stated in the Booking Summary. Unless you have agreed a late check-out with Magnascope or a further period of rental then you will be responsible for a full day's Accommodation Fee for any overstay. If you overstay by more than 2 hours then we reserve the right to enter the Accommodation, remove your belongings, change the locks to the Accommodation and take such further action as may be necessary (and we will charge you for the costs of any such action) you will also be liable for an additional fee of R3000.00 (or part thereof) for any unauthorised overstay.

Safety and Conduct

16. You have primary responsibility for your own safety during your stay at the Accommodation. You must read any fire or health & safety guidance which is provided to you and you must listen to any instructions or explanations which are provided by Magnascope's check-in staff when showing you around the Accommodation.
17. If you become aware of anything during your stay which you believe is a health & safety risk you must inform Magnascope immediately.
18. You must comply with building regulations and Marina Rules and any reasonable directions of Magnascope. The House and Marina Rules are attached.
19. Magnascope will not tolerate any verbal or physical abuse towards any of its staff or representatives.
20. You may not allow any person other than the person's named in the Booking Summary to occupy the Accommodation at any time together with such number of additional guests as may be specified in the Booking Summary. This Agreement is personal to you and may not be transferred to any other person. Sidereal will not allow any person other than the person's named in the Booking Summary to access or occupy the Accommodation during the Rental Period.
21. The Accommodation information specifies the maximum permitted number of guests who are authorised to stay in the Accommodation. If you allow more than the maximum number of people to occupy or stay in the Accommodation the rental may be terminated immediately and you will be liable to pay a supplement of up to R2500 per night in respect of each unauthorised guest and the rental may be terminated immediately.
22. In addition to complying with the [Marina and House Rules](#) and all reasonable directions you also agree that you will:
 - keep the Accommodation clean, tidy and clear of rubbish and leave the Accommodation in the same condition as you find it;
 - not keep or take any pets or animals into the Accommodation

- not do anything that will or might constitute a breach of any consents in relation to the Accommodation or which will or might be in breach in whole or in part any insurance effected in respect of the Accommodation from time to time;
 - if the Accommodation is part of a building or complex with common parts, not obstruct or leave any objects or waste in any common parts;
 - not leave any obstruction outside of the Accommodation;
 - not take any property, belongings or personal effects at the Accommodation;
 - not to move any furniture from its original position and/or room within the Accommodation;
 - not to do or permit to be done on the Accommodation anything which is or which may be or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to Sidereal or to tenants or occupiers of the building or any owner or occupier of neighbouring property including (but not limited to) playing loud music or musical instruments, dancing, entertaining at the Accommodation or moving furniture;
 - not conduct any illegal or immoral activity from the Accommodation;
 - not conduct any business or commercial activity whatsoever from the Accommodation;
 - not make any alteration or addition whatsoever to the Accommodation or its contents;
 - not use the Accommodation for any purpose other than for personal accommodation;
 - not invade the privacy of Sidereal nor publish or reveal anything which might allow a third party to identify the address of the property or the identity of Sidereal (even if such information is already in the public domain).
23. You hereby indemnify Magnascope in respect of any costs, claims, liabilities or expenses suffered or incurred by Sidereal (or their agents) in respect of any breach of this clause. In the event of breach your membership of Magnascope may be terminated in accordance with the Guest services agreement.

Property Damage

24. Magnascope recommends that you hold personal insurance for accidental damage and personal liability.
25. If on arrival at the Accommodation you discover anything is missing or damaged then this must be reported to Magnascope immediately otherwise it will be presumed that the damage/loss was caused by you and a charge will be made.
26. You must notify Magnascope any damage to the Accommodation, contents fixtures or fittings which occurs during your stay, even if you regard the damage as fair wear and tear or if you do not believe the damage is your fault.

27. If you do declare any damages then you are responsible for full replacement Any deductions for property damage will be taken from the credit or debit card you have supplied and/or on which we have pre-authorized an amount as a security deposit but for the avoidance of doubt you will be liable for the full amount of any damage and not just the amount pre-authorized by way of deposit.

Liability and Claims

28. Any claims made by you under this Agreement must be made through Magnascape. Magnascape has the authority to negotiate and settle claims on behalf of Magnascape.
29. Magnascape will not be liable to you for any business, financial or economic loss or for any consequential or indirect losses such as lost reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity arising as a result of this Agreement, the Accommodation or the rental (whether such loss arises as a result of Magnascape negligence or otherwise).
30. Magnascape liability for all losses (with the exception of personal injury or death arising as a result of negligence) will be limited to the cost of obtaining replacement accommodation for the agreed Rental Period or the amount of the Accommodation Fees and charges payable by you, whichever is the higher amount.
31. Nothing in this clauses 32-34 inclusive limits or excludes the liability of Magnascape for death or personal injury arising as a result of their negligence or the negligence of their agents or employees.

Comments/Complaints

32. Every reasonable care will be taken to ensure that the Accommodation is presented to you to a high standard. Should you find on arrival that there is a problem, or cause for complaint, you should immediately refer this to the Sidereal representative on arrival or contact Sidereal. Reasonable steps will be taken to assist you.
33. Magnascape is committed to ensuring that any problems or complaints you may have whilst at the Accommodation are resolved efficiently and promptly, but as such we must be given the opportunity to do so. Any failure to notify Sidereal immediately or refusal of reasonable rectification may affect your right to compensation.
34. *You must be contactable on a number so that Magnascape can communicate with you about the problems or complaints.* You must not independently move to other accommodation without first allowing Magnascape (acting through Magnascape) the reasonable opportunity to assist in resolving the complaint or problem. If you do so, or refuse reasonable rectification, this may affect your right to any compensation.

35. You must formally confirm any unresolved complaint in writing by email to Magnascope within 28 days of the end of your Rental Period.

General

36. You agree that you have the power to enter into this Agreement.
37. You will not be entitled to withhold by way of set-off, deduction, counterclaim any amounts which you owe to Sidereal against any amounts that that may be owed to you.
38. Magnascope will be entitled to sub-contract or delegate their obligations under this Agreement.
39. Magnascope will not be liable to you or be deemed to be in breach of these terms by reason of any delay in performing, or any failure to perform, any of their obligations, if the delay or failure was due to any cause beyond their reasonable control such as severe weather, subsidence, power or other utility cut-off, burglary, natural disaster, strikes, governmental action, terrorism, war and civil unrest.
40. Save in the case of fraud these terms represent the entire agreement between the parties and supersede any previous marketing information, representations or agreements whether recorded in writing or otherwise.
41. The parties agree that these terms are fair and reasonable in all the circumstances. However, if any provision of these terms is held not to be valid by a court of competent jurisdiction but would be valid if part of the wording were deleted, then such provision shall apply with such deletions as may be necessary to make it valid. If any of the provisions in these terms are held not to be valid the remaining provisions of these terms shall remain in full force and effect.
42. These conditions are governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the English courts.
43. If you breach these terms and conditions and Sidereal decides to take no action or neglects to do so, then Magnascope will still be entitled to take action and enforce their rights and remedies for any other breach.