

LETTING CONDITIONS

Please be advised that KDR Sports and adventure travel (Pty) Ltd (www.zimbali.org) is not the Owner of the Unit and is merely facilitating the letting of this Unit at the request of the Owner of the Unit or their representative and hence is a letting agent. Hence you, as the Guest are entering into an agreement with the Owner of the property and any disputes or claims must be dealt with between you and the Owner of the Unit.

Once you have received our invoice and full payment has been made, it will be deemed that you have read these Terms and conditions and agreed to them.

Zimbali Private house rentals – Things to know/ Terms and conditions

DSTV

Not all houses have Satellite television. Some houses may have a decoder but you may require your own "smart card" for it to work. Please check on this situation when you book

Unfortunately due to smart cards going missing some owners now require that you take your own smart card. If you do not have one and the house has a decoder, please let us know and we will see if we can organize one for you.

Toiletries

While the houses usually have toiletries like toilet paper, toiletries such as Shampoo, soap and other items of a personal nature need to be brought in. Some houses may have "Starter packs" of toiletries but if you are going to be arriving late, rather bring your own, just incase.

Ballito is a 5 minute drive away.

Golf carts

If you do require a golf cart please check the house you renting comes with one. If it doesn't, golf cart rental (depending on which supplier has availability) is between R200 and R300/ day. Golf carts are mandatory on the course and can be hired for R160/ round of 18 holes. These can only be used while playing golf. Prices correct 17 August 2005

Beach towels

Whilst the houses do supply blankets, linen and bath towels, you do need to bring your own beach towels. They are not always supplied

Cleaning

Some of the houses are cleaned and maintained by maintenance companies and some have their own maids that look after the house. House, unless otherwise stated, **are not** cleaned on Sundays and public holidays. If you do need a cleaner in on these days please let us know and we will arrange one for you at an additional cost.

Repairs and problems

From time to time, as is the nature with houses, repairs need to be done. If something is broken and it hasn't been picked up by the maintenance guys or the maid please let us know right away and we will get somebody there to sort it out for you. Please refer to your invoice or voucher for details on who to phone. We want your stay to be enjoyable and pleasant so please don't wait until you get home before you email us about a light not working or something that is not working and has annoyed you. Let us know straight away and we will get somebody out there as soon as possible

In order to enhance your enjoyment of this beautiful estate and nature reserve and to ensure the preservation of the ambience and lifestyle that is the signature of Zimbali, it is important for everyone to show consideration for the rights and privacy of others. It is therefore necessary to emphasise the rules listed below;

1. Guests and residents must adhere to a speed limit of 25 km/h.
2. Music and noise must at all times be un-obtrusive and contained within reasonable levels so as not to create a disturbance or nuisance to fellow residents.
3. The Zimbali Estate Management Association **does not permit the presence of dogs** or cats on the Estate, whatsoever. The many bushbuck and duiker you are likely to encounter take precedence.
4. No persons shall take any fish, live bait or crustaceans from any dam or lake within the Estate.
5. **No person under 18 years of age shall be permitted to operate a golf cart.** Persons operating a cart are to be in possession of a valid drivers licence. Should for any reason whatsoever the complimentary golf cart not be functional, there will not be a reduction in rate or compensation thereof unless the cart is hired separately, then a refund for the golf cart would be applicable.
6. Guests would be held liable for any damages incurred to the property in question, and would be advised of repair or replacement costs as per the owner's discretion.
7. Fireworks are banned at all times.
8. The use of the pools must be in such a way so as not to create an unreasonable nuisance or disturbance to others.
9. Bookings will only be confirmed on receipt of the deposit, which will not be less than 50% of the total rental amount.
10. The balance is payable six weeks prior to occupation.
11. A cancellation fee of 10% of the outstanding balance of the rental costs after payment of the deposit will be levied if the booking is cancelled between 6 (six) to 4 (four) weeks prior to the occupation date.
12. A cancellation fee of 50% of the outstanding balance of the rental costs, after payment of the deposit will be levied if the booking is cancelled between 4 (four) to 2 (two) weeks prior to the occupation date.
13. A cancellation fee of 100% of the outstanding balance of the rental costs, after payment of the deposit be levied if the booking is cancelled less than 2 (two) weeks prior to occupation and the occupation date. Partial refunds may apply, in the sole discretion of the letting agent depending on the ability to re-let for the reserved period.
14. Rental is due for the period reserved and no refunds will be permitted, should departure occur at an earlier date for any reason whatsoever.
15. The maximum number of persons [including children] occupying the unit shall not exceed the number of beds. In the event of overcrowding, the letting agent shall at its sole discretion take the necessary steps to rectify the situation.
16. No extra mattresses are allowed without the permission of the owner or their agent.
17. The letting agent reserves the right to substitute similar accommodation should the unit reserved not be available.
18. The letting agent and the Owner shall not be held responsible for any loss, injury or damage howsoever arising or caused during your stay on the Estate.
19. Check in time is from 14h00 onwards.
20. Check out time is at 10h00.
21. Keys are to be collected as per your voucher.
22. Unless stipulated otherwise please leave your keys in an envelope with security at the main gate.
23. All windows and doors of the rented premises are to be secured on departure.
24. Please note that you may be required to sign off an inventory form upon your arrival at the Unit and your signature indicates that you have verified the quantity of items in the Unit and accept the same in good order and condition. Please take the time to complete this form diligently, as upon your departure from the Unit, you will be liable for any damaged or missing item/s listed on your accepted and signed inventory form.
25. Any item/s so damaged or missing will be reinstated to the Owner of the Unit from the key deposit that we retain.

DISCLAIMER

I, the undersigned, hereby accept that I enter the premises and/or Unit at my own risk entirely, and that KDR Sports and adventure travel Pty Ltd, IFA Zimbali Lodge (Pty) Ltd, Moreland/IFA Resort Developments, Zimbali Estate Management Association, Zimbali Lodge ,Zimbali Country Club, and the Owner of the Unit, shall not be held liable for any loss or damage,

howsoever occurring, to my person or property, despite the fact that I am aware of the protection which the law affords me and my dependants in relation to injuries or loss suffered in these circumstances. I hereby waiver on my own behalf and on behalf of my dependants and those whom I legally represent, any claim which I or they may have arising out of injury, loss or damage occurring to myself, my possessions or my dependants while within the Zimbali Coastal Resort. I furthermore acknowledge and accept the above letting conditions and agree to abide by them.

Signed at _____ this _____ day of _____ 2005

Witness to sign

Tenant: Please Sign & Print name:

We thank you in advance for your co-operation in the completion and return of documents.