

1. BOOKINGS

- 1.1. Guests can request bookings via Chartwell House's website or by contacting Chartwell House's staff at the B&B.
- 1.2. When requesting bookings, guests will be required to provide identification information including, but not limited to, their name, address, contact telephone number and email address.
- 1.3. No request for a booking would be deemed to be accepted unless and until Chartwell House confirms its acceptance and provides a booking reference, at which point the Contract will come into existence.
- 1.4. Subject to clause 4, Chartwell House will use its reasonable endeavours to accommodate any request from the guest to change the booking details. However, any request to change the dates or length of stay or add products and/or services will be subject to availability and the guest paying for such increased length of stay and/or products and/or services at Chartwell House's standard rates from time to time.

2. FEES AND PAYMENT

- 2.1. The charges will be as quoted by Chartwell House to the guest upon the guest's request for a booking.
- 2.2. Unless otherwise agreed by Chartwell House, the charges only cover the provision of accommodation at the B&B and the Guest may incur additional charges including, without limitation, charges for meals, laundry, and damages (the "Additional Charges").
- 2.3. Guests will be informed of the amount of the additional charges, if any, before they are incurred.
- 2.4. Bookings will be subject to the guest:
 - 2.4.1. making payment of the charges in full pre-payment prior to the arrival date and,
 - 2.4.2. providing valid credit card details at time of booking.
- 2.5. making payment of a non-refundable fee and/or deposit of 50% of the charges at time of booking and,
 - 2.5.1. providing valid credit card details at time of booking via which payment of the charges or the balance of the charges and any additional charges can be taken.
- 2.6. when booked offline or in person,
 - 2.6.1. making payment of the charges in full at the time of booking and/or, at Chartwell House's discretion,
 - 2.6.2. providing valid credit card details at time of booking via which payment of the charges or the balance of the charges and any additional charges can be taken.
- 2.7. If not prepaid in full at time of booking, the balance of the charges and any additional charges must be paid by the guest according to clause 3.4 or, at Chartwell House's discretion, immediately on checking in at the B&B.
- 2.8. The following payment methods are accepted by Chartwell House • Credit and Debit Cards, if the guest is paying online, including (but not limited to) Visa, MasterCard • Cash or Credit or Debit Cards, if the guest is paying in person at the B&B
- 2.9. The guest agrees that all charges, additional charges, fees, deposits, and any other type of necessary payment may be charged by the B&B on the guest's credit card used at the time of booking.

3. CANCELLATIONS & MODIFICATIONS

- 3.1. The guest may cancel or modify the booking, without charge, if notice is given to Chartwell House at least 7 days prior to the arrival date. In case of a valid cancellation Chartwell House will refund to the guest all sums paid by the guest in advance, if any. Thereafter all sums paid by the guest will be forfeited.
- 3.2. During high seasons i.e. Easter Week/end and Christmas (15 December to 6 January), any reservations made will be subject to a 14-day cancellation clause. The guest may cancel or modify the booking, without charge if notice is given to Chartwell House at least 14 days prior to arrival date. Thereafter all sums paid by the guest will be forfeited.
- 3.3. Where the guest has been offered a discounted rate on condition that the booking becomes non-refundable, then, in the event of cancellation or modification of the booking, all charges applicable to that booking remain payable in full. non-refundable bookings do not offer the option to modify the booking details.
- 3.4. Where the guest fails to give sufficient notice of cancellation or modification, the entire booking will be deemed cancelled and the guest must pay the B&B an amount equivalent to the charges applicable to the first night's stay at the B&B.
- 3.5. Where the guest fails to arrive (no show) at the B&B, the entire booking will be deemed cancelled and the guest must pay the charges in full for the entire stay of the booking.
- 3.6. Chartwell House may at any time cancel a booking if the B&B becomes unavailable due to circumstances outside Chartwell House's control in which case Chartwell House will repay the guest in full. Chartwell House's liability will be limited to repayment of the charges paid by the guest in advance, if any.
- 3.7. Chartwell House may at any time cancel the booking if the payment details provided by the guest in accordance with clause 3.4 are invalid and the guest fails to provide alternative valid details.

4. CHECK IN AND CHECK OUT

- 4.1. Check-in time at the B&B booked is from 14:00 hrs. local time. Check-in prior to 14:00 hrs. may be available subject to prior arrangement with Chartwell House and subject to the full range of services and facilities at the B&B not being available until the standard check in time.
- 4.2. Check-out time at the B&B booked is 11:00 hrs. local time. Later check-out times may be possible by prior arrangement with an additional charge and subject to availability. In the absence of such prior arrangement, failure to check-out by 11:00 hrs may result in the guest being charged for a late check-out or, in case of checkout after the extended checkout time, an additional night's accommodation at the standard applicable rate.

5. B&B HOUSE RULES

- 5.1. Our house rules will be available on check in. These house rules are inherently part of the Booking Terms & Conditions.
- 5.2. Guests are always expected to adhere to these house rules during their stay. Violations of these rules may result in a Penalty Fee.
- 5.3. Valid photo identification in the form of a Driver License, ID Card or Passport is required at check-in.
- 5.4. Guests are required to conduct themselves and ensure that their Guests always conduct themselves in a reasonable and responsible manner at the B&B and must not act in any way which may disturb other Guests or staff. Failure to adhere to this requirement may result in guests being asked to leave the B&B in which event all charges and additional charges shall become immediately payable by the guest.
- 5.5. Smoking is **strictly** prohibited inside the entire B&B, including the bedrooms and all social areas. Smoking outside the window is also a violation of this rule. Failure to adhere to this requirement will result in guest(s) being asked to leave the B&B immediately in which event all charges and

additional charges shall become immediately payable by the guest. The Penalty Fee for not adhering to this rule is **R 3000**

- 5.6. Use and possession of any kind of drugs is strictly prohibited in the B&B. Failure to adhere to this rule will automatically result in a police intervention and the guest(s) will be banned from the property.
- 5.7. The bedrooms in the B&B are for guests only. Guests are not allowed to invite other guests into these areas. Guests, who are not an overnight guest in the B&B, are not allowed in the entire B&B after closing hour of the day. Guests who fail to adhere to this rule, and invite other people into the B&B, will be liable to pay a Penalty Fee of one night's accommodation rate.
- 5.8. The Guest will be responsible for any loss or damage caused at the B&B by guests or visitor of the guest. The guest may be liable for Chartwell House's reasonable cost of repairing, cleaning, or replacing any property of Chartwell House which is damaged, soiled or lost by a Guest
- 5.9. No animals are allowed in the B&B unless by prior arrangement with management.
- 5.10. For hygienic reasons, use of own linen, including but not limited to sleeping bags and inflatable mattresses, is strictly prohibited in the B&B.
- 5.11. Chartwell House does not accept bookings made by those under the age of 18. Failure to adhere to this rule will result in automatic cancellation with no refund given.
- 5.12. The B&B has all necessary emergency systems and infrastructure in place according to South African Law. Guests can use these systems and infrastructure in case of emergency only.

6. FOOD AND DRINKS

- 6.1. Unless otherwise agreed by Chartwell House, the charges do not include any food or drinks.
- 6.2. The kitchen area is not for guests use.
- 6.3. No externally purchased food and drinks may be consumed inside the rooms of the B&B.
- 6.4. Any additional cleaning costs resulting from non-adherence to the above rules, will lead to a Penalty Fee of R350 per room.

7. DISABLED GUESTS

- 7.1. Guests with any special requirements pertaining to a disability should inform the management team at the B&B prior to the Arrival Date.

8. CHARTWELL HOUSE'S LIABILITY

- 8.1. Chartwell House will endeavour to do all that is reasonable to ensure the guest, and or its guests', and its belongings, are safe and secure during their stay in the B&B. However, Chartwell House will not be liable for any accidents beyond its control or for any loss, damage, or theft of the guest's property.
- 8.2. The guest agrees that Chartwell House is only supplying its facilities, products and services to the guest for private use and have no liability to the guest for any loss of profit, loss of business, business interruption or loss of business opportunity.

9. PERSONAL DATA

- 9.1. The guest hereby consents to Chartwell House's collecting of the guest's personal data such as name, surname, email address, identification number, guest telephone number, address and contact information.
- 9.2. The personal data is used by Chartwell House for the performance of the Contract, for marketing purposes, as a basis for statistics and for Chartwell House's product development. Chartwell House preserves the right to share the guest's personal data with its partners for advertisement and promotion in the future, or in case of emergency and/or when it is seen as part of Chartwell House's duty of care. Chartwell House however respects guest privacy and will not sell or disclose guests' personal information to any other person, business or third party if asked not to do so by the guest.

- 9.3. The personal data may be analysed and grouped for the selection, prioritisation and planning of the marketing of Chartwell House.
- 9.4. As a guest of Chartwell House, you agree to receive marketing information via mail, telephone, or e-mail and text messages, and other digital channels.

10. CHARTWELL HOUSE OFFERS

- 10.1. Any bookable offer from Chartwell House is only valid when booked directly through Chartwell House's website, telephonically or by email.
- 10.2. Indirect bookings, regardless of the booking source, will not be eligible for Chartwell House's offers after a booking has been made.
- 10.3. Offers are always subject to availability and further restrictions may apply depending upon the offer chosen.
- 10.4. Offers may be prepaid only and non-refundable. It is the guest's responsibility to check the conditions and restrictions of the offer.

11. GENERAL

- 11.1. The guest's rights as a consumer under consumer protection legislation in South Africa from time to time in force shall not be affected by these Terms and Conditions.
- 11.2. Chartwell House may transfer its rights and obligations under the Contract to another organization but will always inform the guest if this happens and this will not affect the guest's rights under the contract.
- 11.3. Chartwell House will not be liable to the guest for any failure to perform, or delaying in performing, its obligations where such failure or delay is due to an event outside Chartwell House's control (including without limitation, extreme adverse weather, industrial action or natural disaster). If such an event prevents Chartwell House from fulfilling the booking, either party may cancel the Contract.
- 11.4. Chartwell House may, from time to time, change these Terms and Conditions without notice. However, the version of these Terms and Conditions in force at the time of the booking will continue to apply to the Contract. Guests are advised to check Chartwell House's website for the latest version of these Terms and Conditions before making a booking.
- 11.5. No failure by Chartwell House to enforce these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms and Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.
- 11.6. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions, and the remainder of the provision in question, shall not be affected.
- 11.7. This Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of South Africa. Any disputes (including in relation to noncontractual matters) shall fall within the exclusive jurisdiction of South African Courts.
- 11.8. This Contract, and so Chartwell House's Terms & Conditions, always prevail on any other Terms & Conditions from any other online travel agent or booking partner that may have been used by the guest.
- 11.9. No person who is not a party to the Contract will have any rights in connection with it.