

MAISON

GENERAL TERMS & CONDITIONS

RESERVATIONS

By making a reservation at Maison, you confirm that you are bound by the below Terms and Conditions.

1. DEFINITIONS

- 1.1. "Guest" shall mean _____ (full name of guest to be inserted) with identity / passport number _____ and who resides at _____.
- 1.2. "Maison" means Erf 280 Illovo CC (Registration Number: 1999/02282/23).
- 1.3. "the Property" means Maison Estate situated on the R45, Franschoek.

2. BOOKINGS

- 2.1. All bookings must be in writing and Maison will only honour written confirmations.
- 2.2. The deposit referred to below must be paid in order to secure the booking.
- 2.3. A minimum stay of 2 (two) nights will be required in order to make a booking.
- 2.4. The maximum number of guests which Maison can accommodate is 10 (ten) people.

3. DEPOSIT, PAYMENT, RATES & CHARGES

- 3.1. All rates provided by Maison are on a per night basis, are quoted in South African Rands and are inclusive of VAT.
- 3.2. Payment of the deposit and the balance of the accommodation payment are to be made by way of electronic funds transfer (EFT) and the final account is to be settled by way of EFT or credit card.
- 3.3. The Guest will be required to pay a 50% (fifty percent) deposit to Maison in order to secure their reservation. Until such time as Maison has received the said deposit, the booking will not be secure.
- 3.4. The balance of the accommodation payment is to be paid in full at least 2 (two) weeks prior to the date of arrival.

- 3.5. Should the booking be made less than 2 (two) weeks prior to the date of arrival, the full accommodation payment is to be made in full immediately.
- 3.6. The Guest will not be allowed to check in until such time as the full accommodation payment, including any pre-booked meals and services, has been paid in full.
- 3.7. The rate is inclusive of the tourism levy of 1% per night and which may be subject to change.
- 3.8. All accounts are to be settled in full on the day of departure.
- 3.9. A service charge is acceptable and will remain within the discretion of the Guest.

4. ARRIVAL & DEPARTURE

- 4.1. On the day of arrival, the Guest may check into the house from 2pm until 6pm. Should the Guest intend arriving after 6pm, this is to be expressly arranged with the management of Maison.
- 4.2. On the day of arrival, the Guest will be required to provide the management of Maison with their credit card details as well as a copy of their passport and / or South African identity document.
- 4.3. On the day of departure, the Guest must have checked out of the house by 12:00 noon. Should the Guest not have checked out by this time and not have made a prior arrangement with the management of Maison, the Guest will be charged for an additional day.

5. MEALS

- 5.1. Accommodation includes a breakfast platter, freshly prepared and delivered to the house each morning between 8:00am and 9:00am for self-service.
- 5.2. On booking, the Guest is to advise regarding any dietary requirements and the Guest accepts that no alterations may be made subsequent to arrival at Maison.
- 5.3. Any additional meals are to be ordered 48 (forty eight) hours prior to delivery.

6. CANCELLATION POLICY

- 6.1. In the event of a material breach of these Terms and Conditions, Maison reserves the right to cancel the reservation forthwith and the Guest will be required to immediately vacate the Property and there will be no refund for such early departure.
- 6.2. In the event of a *force majeure* or any other hindrance for which Maison is not responsible, in particular those outside Maison's sphere of influence and control, Maison reserves the right to withdraw from the contract without the Guest being entitled to any claim for

compensation. Furthermore, events such as load-shedding or water cuts shall be deemed to be acts beyond Maison's control and Maison shall not be liable for any consequences as a result thereof.

- 6.3. Unless otherwise stipulated, the following cancellation penalties shall apply:
- 6.3.1. Cancellation made more than 2 (two) months prior to the stipulated date of arrival – **50% deposit returned and 50% deposit forfeited;**
 - 6.3.2. Cancellation made between 2 (two) months and 2 (two) weeks prior to the stipulated date of arrival – **Deposit forfeited;** and
 - 6.3.3. Cancellation within 2 (two) weeks prior to the stipulated date of arrival – **Deposit forfeited and Guest forfeits full amount paid to date.**
- 6.4. In the event of an early departure, the Guest will be charged for the full extent of the stay as originally booked and no refunds will be given.

7. LIABILITY

- 7.1. All guests enter the Property and use Maison's facilities at their own risk.
- 7.2. The Property is a working farm and is engaged in active farming operations. In the circumstances, the Guest accepts that there will be farm workers engaged in farming activities on the Property during the Guest's stay and, in addition, the Guest accepts that there may be interruptions in the supply of water and electricity and Maison shall not be liable for any such interruption or interference.
- 7.3. Neither Maison, nor any of their members, officers, employees, representative or agents shall be liable for any injury or death suffered by the Guest or for any loss, destruction or damage (whether direct, indirect, consequential or otherwise) caused to the property of the Guest and / or any other person, whether arising from fire, theft or any other cause whatsoever and by whomsoever caused.
- 7.4. Maison accepts no liability in respect of or arising from the negligent or wrongful conduct of a person within the employ of Maison.
- 7.5. Should any damage occur to the property of Maison, the Guest is to immediately report such damage to the management of Maison and should such damage have been caused by the Guest, the Guest shall be liable to reimburse Maison therefor.
- 7.6. Whilst every effort is made to update the information provided on the website and booking platform, Maison accepts no liability for the accuracy and / or completeness of the information provided. All rates may be subject to change without prior notice.
- 7.7. All vehicles are parked on the Property at the Guest's own risk and Maison will further accept no liability for loss or damage to property which is left inside the Guest's vehicle.

- 7.8. Maison accepts no liability for any loss or damage to the Guest's computer or any interception of information from the Guest's computer and it shall remain the Guest's responsibility to ensure that all credit card information is adequately protected and Maison shall not be held liable for any interception of such information.
- 7.9. The Guest who signs the registration card upon check-in warrants that he / she is duly authorised to sign for and bind all persons accompanying him / her and for whom he / she shall be responsible ("*his / her party*"). Failing such authority, the Guest agrees to be personally liable for any damage caused or amounts owing by his / her party.

8. MISCELLANEOUS

- 8.1. Maison does not cater for pets.
- 8.2. Unless prior arrangements are made with management, Maison regrets no children under the age of 12 (twelve) years.
- 8.3. No smoking is permitted in the house.
- 8.4. No function, event or celebration may be held by the Guest on the Property without the prior written consent of Maison including, but not limited to, any bachelors / bachelorette / birthday party. Such consent is to be requested at least 4 (four) weeks prior to the prospective date of such function, event or celebration and Maison reserves the right to reject such request at their sole discretion. In the event that permission is granted by Maison, the Guest is required to exercise due consideration for neighbouring properties at all times.
- 8.5. Sub-letting or re-letting, as well as the use of the house situated on the Property for any purpose other than residential, requires the prior, written consent of Maison.
- 8.6. The Guest is not to disturb any of the other occupiers of the Property or any of the neighbouring properties through improper behaviour or disorderly conduct. Maison reserves the right to cancel the Guest's accommodation at the Property in the event of the aforesaid.

9. GENERAL

- 9.1. The Guest warrants that, by making this booking, they are over the age of 12 (twelve) years and that all information given by the Guest to Maison is accurate, true and correct.
- 9.2. A housekeeping service is included in the price of the accommodation and such housekeeping services will commence at 9:00am daily.
- 9.3. These Terms and Conditions shall be interpreted, applied and governed by South African law and the Guest submits to the jurisdiction of the South African Courts in respect of any issue that may arise.
- 9.4. By signing these Terms and Conditions, the Guest acknowledges that the Property is situated in Franschhoek, thereby consenting to the jurisdiction of the applicable Magistrates Court or the High Court of

South Africa, Western Cape Division, Cape Town, as the circumstances may permit, regardless of the nationality of the signing party.

- 9.5. These Terms and Conditions constitute the whole agreement between the parties as to the subject matter hereof and no representations regarding the subject matter shall be binding on the parties.
 - 9.6. No latitude, extension of time or other indulgence which may be given or allowed by Maison to the Guest, and no delay or forbearance in the enforcement of any right of Maison, and no single or partial exercise of any right by Maison, shall in any circumstances be construed to be an implied consent or election by Maison or operate as a waiver or a novation of or otherwise affect Maison's rights in terms of or arising from these Terms and Conditions or estop or preclude Maison from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term of these Terms and Conditions.
 - 9.7. The Guest shall be liable for all costs, including legal costs on an attorney and own client basis, as well as tracing costs and collection commission, incurred by Maison, in the enforcement of any of the Guest's obligations in terms of these Terms and Conditions.
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