



9 Windsor Crescent

HERMANUS

7200

TEL: +27 28 312 2954

FAX: +27 28 3124843

EMAIL: hermanusholidays@hermanus.co.za

BOOKING DETAILS:

HOLIDAY HOME

REF NO:

We have pleasure in offering you the above holiday home on the terms and conditions contained herein.

OCCUPIER NAME .....IDNO .....

ADDRESS .....

TEL (H) ..... (W) ..... (CELL) ..... (FAX) .....

NO. IN PARTY ..... NO. OF DAYS ..... DAILY RATE .....

PERIOD OF OCCUPATION

ARRIVAL 14H00 ON .....

DEPARTURE 10H00 ON .....

TERMS OF PAYMENT

BOOKING FEE R .....

ACCOMMODATION RENTAL R.....

BREAKAGE DEPOSIT R..... (Refundable in terms hereof)

TOTAL R .....

DEPOSIT DUE NOW R.....

BALANCE PRIOR TO OCCUPATION R.....

IMPORTANT:

Please post or fax the signed Rental Agreement to reach this office by ..... Receipt of which will constitute a formal reservation.

To confirm your booking, the deposit must be paid immediately to account:

Hermanus Holiday Homes Trust Account, First National Bank, Hermanus - Branch Code 200412, Account No 62088414801

If the deposit is not paid and the Rental Agreement is not received by the date stipulated above, the reservation will lapse and we will be free to let the unit to another tenant.

Please make your deposit by bank or credit transfer and fax us a copy of the deposit slip for our records.

(Initial here.....)



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## HOLIDAY RENTAL AGREEMENT

1. The balance of R ..... must be paid prior to occupancy, by means of a post-dated cheque due seven days prior to arrival, or by cash, or bank guaranteed cheque on arrival. The Occupier hereby agrees to pay for the full period prior to occupation.
2. The breakage deposit will be refunded within 14 days of your departure. The Agents will check the inventory after departure. The value of broken, damaged or missing articles shall be deducted from the deposit.
3. Keys are to be collected from this office between:  
  
12h00 and 17h00 on weekdays  
09h00 and 12h00 on Saturdays  
  
or by special prior arrangements. Keys must be return to us on your departure.
4. Should you use extra domestic help, it will be for your account.
5. No pets allowed, unless by special arrangement.
6. The agents and owners are allowed on the premises.
7. The agents, owners or hosts accept no liability whatsoever in respect of any theft, less, damage or injury to the occupiers whether due to any negligence on the part of the owners, their agents, their staff or otherwise.
8. **Deposit**
  - 8.1 The advanced deposit shall be non-refundable in the event of cancellation for whatever reason by the occupier. At the sole discretion of the agents, such deposit, less 10% handling charge, may be refunded if cancellation is received in writing per registered mail or fax 30 days prior to occupation, and also providing that a substitute booking be secured by them.
  - 8.2 Should the occupier not arrive in terms of this agreement within 24 hours from 14h00 on the due date, the Agents shall endeavour to relet the holiday home and the occupier will forfeit the deposit paid and be liable for any loss of rent and other damages sustained.
  - 8.3 The booking fee is not refundable.

(Initial here.....)



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9. **Inventory**

- 9.1 The inventory must be checked by the occupier upon arrival and should notify the agents, in writing, of any discrepancies.
- 9.2 If any equipment is found to be out of order, same must be reported to the agents by not later than 24 hours of arrival, failing which such items shall be deemed to be in working order. Any damage through misuse of such equipment by the occupier shall be for their account.
- 9.3 In the event of plumbing, electrical or such like problems, they must be reported to the agents, who shall arrange repairs. If, in the opinion of the contractor, such problem was caused by the occupier, then they shall be held liable to pay such account upon demand by the agent.
- 10. Where a meter-phone exists, the occupier may have use of the service and shall settle the account with the agents at the end of their stay. If required by the owner, an acceptable form of security shall be lodged with the agents, which shall be returned on settling the telephone charge.
- 11. During the period of occupation, the occupier shall keep the premises and contents thereof in good order and condition. On departure date, the agents will effect a special cleaning including laundering of linen. A fee of R400 (subject to increase from time to time) shall be charged to you and shall be deducted from your deposit prior to refund.
- 12. The occupier shall not cede nor assign this Rental Agreement either in whole or part, nor shall he/she sub-let the unit or any portion thereof. The number of occupants shall be in accordance with those stated in the booking details schedule hereto. Additional occupants shall result in the occupier having to pay an additional amount of not more than R100 per person per day. Consent for additional occupants shall be at the discretion of the agent.
- 13. The occupier hereby chooses domicilium citandi et executandi for his/her address as stated in the Booking Schedule and accepts the jurisdiction of the Magistrate's Court, Hermanus for the purpose and further agrees that he/she shall be liable for any legal costs incurred in respect of any action instituted against him/her on the attorney and client scale including collection commission.
- 14. In the case that an occupier rents an apartment in a building, they shall be bound by the House Rules of such building, a copy of which is annexed hereto.

SIGNED .....  
OCCUPIER

DATE .....

SIGNED .....  
AGENTS

DATE .....