

East Coast Property Services CC T/A Umhlanga Flat Services
TERMS AND CONDITIONS OF OCCUPATION OF ACCOMMODATION

General

1. East Coast Property Services cc t/a Umhlanga Flat Services (hereafter referred to as UFS), does not own any of the accommodation offered. UFS is mandated by the individual flat owner to act as reservations agents for the flat owner and whose duties include collection of rental on the owner's behalf and to clean the accommodation offered. This is the limit of the involvement of UFS.
2. Neither UFS, its staff and employees, nor the individual flat owners accept any responsibility for any injuries, death, loss or damage to personal property or person that may occur during the tenant's stay on the property, of any nature whatsoever, and howsoever arising. This includes communal areas of the complex or surrounding areas including car parks, garages and swimming pool areas. Occupancy is entirely at the tenant's own risk, as it is to their guests and invitees.

Payment

3. **The following is required:**
- 3.1 **50% of the total cost of the accommodation** (incl. breakage deposit, booking fee & VAT) must be paid into the Umhlanga Flat Services Trust account within 7 days of making a booking, or by the deposit due date stipulated on the booking form, whichever comes first.
- 3.2 **Copies of deposit slips;** and
- 3.3 **identity document and/or passport;** and
- 3.4 **Recent utility bill** in the name of the person making the booking, less than 3 months old, showing your physical (residential) address – not a PO Box. This is required in terms of Section 21 of the Financial Intelligence Centre Act (FICA) 38 of 2001. **Failure to comply with this point will result in the booking being cancelled and the booking fee and applicable VAT being forfeited. See our website for more details.**
- 3.5 **signed terms and conditions (this form),** and
- 3.6 **completed breakage deposit refund form** are to be sent to the UFS office either by fax on +27(0) 315614139 or e-mail reservations@umhlangaflat.com
4. **Failure to comply with point 3 above will result in the accommodation offer being cancelled.** We reserve the right to cancel/withdraw any accommodation at our sole discretion, for whatsoever reason before the accommodation booking is confirmed.
5. The balance must be paid in full 4 days before arrival. For bookings made over **peak periods (December/January, Easter Holidays and major events), the balance/full payment is required 1 month in advance of arrival.** In the event that a peak season booking is made within 30 days of intended occupation then the full amount is payable at the time of making the booking. Post dated cheques/payments are not accepted. Fax/email proof of payment to the UFS office. Keys will not be handed over if full payment is not received before arrival. No exceptions are made to this policy. In the event of late payment we reserve the right to cancel your booking and re-let your accommodation, and no claim shall lie against UFS, its staff and/or agents for any loss sustained by the tenant howsoever arising.
6. VAT is not payable on accommodation. However, VAT is payable on the services rendered by UFS (i.e. booking fee, cleaning and any other service agreed to between the tenant and UFS).
7. The preferred method of payment is by internet banking transfer. Cash and cheques are not accepted at the offices of UFS.
8. For bookings where payment is made by international money transfer, the tenant is responsible for ALL bank charges relating to the transfer. In this instance breakage deposits must be paid by credit card as we do not have the facility to transfer funds to bank accounts domiciled outside the Republic of South Africa. Breakage deposits are NOT refunded in cash.
9. For holiday reservations cancelled 30 days or more prior to occupation, any monies deposited into the Umhlanga Flat Services Trust account will, subject to the terms of this agreement, be refunded less the booking fee and VAT.
10. For reservations cancelled less than 30 days prior to occupation, all monies paid into the UFS Trust account, up to and including the date of cancellation, will be forfeited. UFS will endeavour to re-let the accommodation, and if successful the tenant will be refunded on a pro-rata basis for the days re-let. Kindly note that the booking fee and applicable VAT are non-refundable.
11. The onus is on the tenant to complete the breakage deposit refund form, and supply UFS with the necessary bank details to effect refunds of the said deposit. Breakage deposits not claimed after 6 (six) months from the date of departure will be forfeited and/or shall be paid to the Estate Agency Affairs Board as the case may be.

FAILURE TO ADHERE TO THE FOLLOWING POINTS MAY RESULT IN EVICTION WITHOUT RECEIVING A REFUND:

12. No animals or pets are permitted in the apartments or on the premises.
13. Sub-letting of accommodation is strictly prohibited, and will result in eviction without any compensation.
14. Tenants and their visitors must abide by the rules of the Body Corporate of the complex/establishment in which they are staying at all times. Tenants are held responsible for the conduct of their guests/visitors.
15. Overcrowding is not allowed. The maximum number of persons permitted in a unit, including children, may not exceed the number of persons stipulated on the booking form under the heading "Sleeps".
16. Noise levels from TVs, Hi-Fis, computer games etc. must be kept to a minimum to avoid causing a disturbance to other occupants in the complex. Parties are not permitted in any of the apartments.
17. No student or persons under the age of 25 may occupy any property without parental supervision. Failure to comply will result in eviction.

OTHER TERMS AND CONDITIONS THAT MAY RESULT IN LIABILITY FOR ADDITIONAL COSTS

18. It is the tenant's responsibility to check the apartment on arrival (inventory in apartment) and report any problems to the UFS office in writing within 12 hours of arrival. Damages to any unit, its contents, including but not limited to furniture, fittings or fixtures during the tenant's stay, shall be deducted from the breakage deposit. Any sum in excess of the breakage deposit shall be payable by the tenant.
19. For short term rentals the accommodation cost is calculated on a rate per night basis and for long lets on a monthly basis. No reduction is made if tenants arrive after their scheduled arrival date or leave before their scheduled departure date. The tenant has the right to occupy the stipulated accommodation from the date of booked arrival to the date of booked departure only, as shown on the booking form, subject to these terms and conditions.
20. UFS reserves the right to substitute alternative accommodation similar to that booked, should for reasons beyond the control of UFS, the original accommodation no longer be available, and the tenant waives the right to compensation in respect to all/any damages occasioned thereby.
21. Tenants must ensure that all windows and doors are locked upon their departure, as tenants will be held liable for any theft or other incidents which may occur whilst occupying the units.
22. The owner and/or UFS shall not be liable for any loss or damage occasioned due to theft, forced entry or otherwise, in relation to the property of the tenant, his guests and/or invitees. Any valuables inside the leased property must be removed and/or secured as the owners and/or UFS and/or their agents and employees accept no liability for any loss and/or damage that may occur to same howsoever arising.
23. Once the keys have been collected by the tenant, they are the tenant's responsibility and if lost, damaged or not returned to the UFS office on departure, the tenant will be liable for the replacement costs, of any loss or damage to keys, remotes or access discs will be deducted from the tenant's breakage deposit.
24. The tenant shall also remain liable for any consequential loss that may occur as a result of theft or damages that may arise due to any loss or damage to keys, remotes or access discs.
25. Faulty TV sets, electrical appliances (including air-conditioners) will be repaired as soon as possible, but no reduction of rent shall be allowed for delays beyond our control. All flats are checked prior to occupation to ensure that all appliances are in working order. In the event that you detect a fault with any appliance please notify the UFS office immediately or as soon as possible.
26. Bed linen is provided. We do NOT provide towels, coat hangers, toiletries, kitchen towels or soap.

27. The apartment is serviced on a daily basis (except Sundays and Public Holidays). Long let flats are cleaned on Mondays, Wednesdays and Fridays (excluding public holidays) unless otherwise arranged. The cleaning staff only performs the following duties: make beds, change bed linen every 7 days, clean bathrooms, sweep, mop and dust the premises. The cleaning staff does not wash dishes or do ironing. Patios and windows are cleaned once a week, weather permitting.
28. Flats not left in a clean and tidy condition on departure (includes but not limited to dirty dishes, soiled furniture, stained linen, dirty carpets etc) will result in a penalty fee being charged to the breakage deposit.
29. Tenants are not allowed to hang washing over furniture, balconies or fences.
30. Charcoal braais/BBQ's are not permitted on any balconies. Some complexes allow gas appliances on balconies and some have communal braai areas.
31. There is parking for only one vehicle in selected properties.
32. All the apartments that UFS offers to rent are privately owned and located in various apartment blocks and complexes in Umhlanga. As such, UFS has no control over the actions of other owners/residents and associated parties within these complexes with respect to building and renovation work. Where we are made aware in advance that renovations are taking place in a particular building, should this be deemed to impact you, then we will notify you of the situation in advance, and where possible we will relocate you. There will be no compensation for noise or inconvenience arising from the above.
33. The offer shall only come into effect once accepted in writing at Umhlanga Rocks by UFS and accordingly any rights arising from such contract will arise only after acceptance and at Umhlanga Rocks in Durban, South Africa.
34. The tenant in signing acceptance of these terms and conditions hereby irrevocably consents to the jurisdiction of the Magistrates Court at Verulam, in claims under R100 000,00, and the High Court KwaZulu-Natal, Durban, in respect of any dispute arising between UFS, the tenant and the owner.
35. In the event of the owner and/or UFS having to take any legal action to enforce their rights under this agreement against the tenant, or consult an Attorney, regardless of an application or summons being issued, the tenant hereby agrees to be liable for all costs so incurred on a scale as between attorney and own client.
36. The tenant shall be liable to UFS for interest calculated at the maximum rate that is permissible by law on any amount which may fall due under this agreement, or any arrears that may arise.
37. It is hereby specially agreed that any indulgence shown, or extension given, or right waived, whether relating to the payment or any moneys or any matter or thing hereunder shall in no way operate as an estoppel against UFS nor in any way limit its rights hereunder to modify or alter the same, and UFS shall be entitled at any time to exercise its rights hereunder as though no indulgence were shown, extension given or rights waived.
38. The tenant certifies that the contract is correctly and fully completed, and that there are no conditions relating to the contract or obligations of the parties save from those appearing thereon in writing, and are signed by the duly authorized representative of UFS.
39. **By signature of the order, if the tenant is a Company, a close corporation, a trust or any juristic entity, such signatory hereby warrants that he has the capacity and authority to sign on behalf of such Company, close corporation or third party, and further binds himself, by his signature, as Surety and Co-Principal debtor to UFS and/or the owner for the due fulfillment of all obligations of that legal entity, both future, past and present and in an unlimited sum.**
40. The tenant hereby agrees and consents that UFS shall be entitled at its option to institute any legal proceedings which arise out of or in connection with this contract in the Magistrate's Court, notwithstanding such claim exceeding the jurisdiction of such Court, and should UFS institute such proceedings to enforce its rights, the tenant shall be liable for all legal costs and expenses as between attorney and own client, including collection commission and tracing charges as the case may be.
41. The tenant hereby appoints his address as set forth on the booking form and/or the rented premise as his *domicilium citandi et executandi* for all purposes incidental to or arising out of this Agreement.
42. Any agreement varying the terms and conditions of the contract shall be of no force or effect unless contained in writing and signed by the parties hereto.
43. The tenant hereby indemnifies UFS, the owner of the leased premise and its agents and employees and/or contractors in respect of all claims whatsoever, and howsoever arising with effect from the date of signature of this document.

PLEASE READ AND SIGN ACCEPTANCE OF THE ABOVE TERMS AND CONDITIONS. THIS DOCUMENT IS CONSIDERED A LEGAL CONTRACT AND MUST BE SIGNED WHEN MAKING INITIAL PAYMENT. FAX BACK TO 086 501 4929 or +27(0) 31 561 4139 (international) OR EMAIL **WITH PROOF OF PAYMENT, COMPLETED FORMS AS PER POINT 3 ABOVE AND A COPY OF YOUR ID OR PASSPORT. THROUGH THE ACTION OF PAYING FOR YOUR ACCOMMODATION YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.**

I, _____ (Print Name), as tenant of the apartment noted on Booking Form/Pro forma invoice ref: _____ and for the dates noted on the said form, accept the above terms and conditions.

Signed by the tenant accepting terms and conditions

Dated and Signed at Umhlanga on this _____ day of _____ 2011

Office use only

I, _____ on behalf of East Coast Property Services CC trading as Umhlanga Flat Services, hereby accept the tenant's offer for a booking with reference _____ and for the dates noted on the said form, **subject to the terms and conditions contained herein.**

Agents Signature

Date: / / 2011