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## BOOKING CONDITIONS Quay West

### IMPORTANT:

These Booking Conditions set out the terms upon which you contract with Quay West self-catering holiday home Velddrif.

### 1. MAKING A BOOKING

In order to make a booking, Quay West requires a deposit of 30% of the rental cost. No contract exists until Quay West has received this amount as well as the signed and completed booking form. Subsequently Quay West will confirm the booking in writing.

### 2. PAYMENT OF BALANCE

The remaining balance must be paid at least 21 days prior the date of arrival. If the balance has not been received by Quay West by the required date Quay West shall be entitled to cancel the booking and retain the full deposit. If the booking is made within 21 days of the start of the rental period, the client will be required to pay the full rental payment at the time of the booking.

### 3. CANCELLATION BY CLIENT

If the client wishes to cancel the booking the person who signed the booking form must do so by notifying Quay West in writing. The notice of cancellation will only be effective from the date of its receipt by Quay West, Quay West will be entitled to retain the following percentage of the total rental costs:

22 days or more before start of rental	Loss of deposit
21 days to 15 days before start of rental	50% of total rental cost
14 days to 8 days before start of rental	75% of total rental cost
7 days or less before start of rental	100% of total rental cost

### 4. AMENDMENT CHARGES

In the event that the client wishes to alter the details of a confirmed booking Quay West reserves the right to charge an administration fee of R250.00 per amendment in addition to the increased costs, if any, of the revised arrangements. All amendment requests must be confirmed in writing, signed by the person

who signed the booking form and are subject to availability and re-confirmation by Quay West.

### 5. ALTERATIONS AND CANCELLATION BY QUAY WEST

It is very unlikely that Quay West will have to make any changes to arrangements once these have been confirmed. If this does happen Quay West, will let the client know as soon as possible. If, for any reason beyond Quay West's control, Quay West is unable to provide the client with the room the client has booked, Quay West will cancel the booking and refund the amount paid to Quay West. However, Quay West will not be liable for any cancellation charges for travel arrangements or any further claims by the client or anyone else in the clients' party.

### 6. MAXIMUM NUMBER OF HOUSE GUESTS

Only those persons named on the booking form may use the property and under no circumstances may the total number of people sleeping at each room exceed the maximum number stipulated by Quay West. Quay West is entitled to require the client and its party to vacate the property if this rule is not complied with.

### 7. ARRIVAL AND DEPARTURE TIMES

Arrival and departure times vary but unless otherwise notified the rooms are available from 2PM on the day of arrival until 10AM on the day of departure. The property can sometimes be made available earlier or later than this. Please check with Quay West before booking if this is important to the client.

### 8. INVENTORY

Where an inventory is provided, any discrepancies must be reported to Quay West within 24 hours of arrival, otherwise the inventory will be deemed to be correct.

### 9. Damage/breakages

The client is responsible to pay for the cost of any damage, breakages or loss to the property or its contents. Quay West reserves the right to recover any further costs or charges of this

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Account Holder: Marion Lubitz

ABSA Bank Vredenburg, Branch Code 632005, S.W.I.F.T. Code ABSAZAJJ,

Account No. 90757 18930



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nature from the person who signed the booking form in the event that the security deposit proves insufficient.

The full amount of the security deposit, less any applicable costs, will be refunded to the client no later than 3 working days after check-out.

#### **10. COMPLAINTS**

All of the descriptions used on Quay West website or otherwise provided to the client are made in good faith and are believed to be accurate. If the client has any complaints or problems during the stay, the client is requested to inform Quay West as soon as possible so that the fault can be remedied. Quay West must stress the importance of bringing complaints or problems to attention in the way during the stay, as Quay West cannot be expected to help if the client only notifies Quay West following the client's return.

In the event that the client vacates the property without authorization during the rental period, the client will lose any rights he might otherwise have had to compensate payments.

#### **11. BEHAVIOUR**

The person who signs the booking form is responsible for the behaviour of everyone using the property during the rental period. If anyone in the client's party behaves in an unacceptable manner by civilised standards the entire party may be required by Quay West to vacate the property without prior notice.

In addition, it is the client responsibility, and that of each of the persons named on the booking form:

- To pay for any losses or damages to the property, however caused (reasonable wear and tear excluded).
- To take good care of the property and leave it in a clean and tidy condition at the end of the rental period.
- To permit Quay West reasonable access to the property.
- Not to part with possession of the property or share it, other than with members of the party named on the booking form.
- Not to cause an annoyance or become a nuisance to occupants of adjoining rooms/neighbours.

#### **12. CLEANING SERVICE**

Quay West shall be able to provide a cleaning service to an extra charge on pre-arranged days. The client is requested to indicate this on the booking form.

#### **13. BREACH OF CONTRACT**

If any of these conditions are breached by any of the persons named on the booking form or any of their guests or invitees, Quay West reserves the right to re-enter the property and terminate the rental without prejudice to the other rights and remedies of Quay West.

#### **14. LIABILITY**

Quay West is unable to accept liability for any act, neglect or default for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which any of the persons named on the booking form or any of their guests or invitees using the room may suffer or incur arising out of, or in any way connected with the room rental.

#### **15. AUTHORITY TO SIGN**

The person who completes the booking form certifies that:

- He or she is authorized to agree to these conditions on behalf of all persons named on the booking form, including those substituted at a later date.
- The signatory is over eighteen years of age and a member of the party intending to occupy the room.
- He or she agrees to take responsibility for the persons occupying the room during the period of the booking.

#### **18. GOVERNING LAW AND JURISDICTION**

South African law shall govern the validity, construction and performance of these conditions. Quay West and the persons named on the booking form agree that any dispute between them shall be subject to the exclusive jurisdiction of the South African Courts.

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