

# Terms & Conditions

Thank you for choosing to book with **Yellow Submarine Trading Cc trading as Magoebaskloof Getaway**, a **Licensed and Accredited D, B&B and self-catering accommodation** facility.

We look forward to welcoming you and shall try to provide you with Quality and Secure accommodation. By making this booking you are entering into an **"agreement"** with us.

Please read our Terms and Conditions below and the Compliance Regulation and Protocols pertaining to COVID-19 that will be enforced.

Please note that we have the right to change our Terms & Conditions at any time without informing you as our client and hence it is your responsibility to ensure that you are aware of our Terms & Conditions at all times.

## 1. Self-catering Units

**Log Cabin 1** at the above the Bass, and  
**Log Cabin 2** at the above the Bass, and  
**Log Cabin 3** at the above the Bass, and  
**Log Cabin 4** at the above the Bass, and  
**Narina** at next to the reception, and  
**Samango** up on the hill about 100m from the reception.

## 2. Unit maximum capacity

**Log Cabin 1** – 2 persons  
**Log Cabin 2** – 2 persons  
**Log Cabin 3** – 4 persons  
**Log Cabin 4** – 6 persons  
**Narina** – 2 persons, and  
**Samango** – 6 persons

## 3. Booking Confirmation and Confirmed Reservation

The Booking confirmation is our official written detailed obligation that your booking had been **Reserved** for the Travel Dates indicated, Self-Catering Unit(s), Number of guests, Number of nights, Price per unit per night, Deposit required, the Booking Value and Payment details. You need to accept the "Terms and Conditions" as set out in this document and comply with the payment instructions. Upon receipt of your secure deposit this Confirmed Reservation will then revert into a Secure Booking. This Booking Confirmation will serve as Proof of Stay at **Magoebaskloof Getaway** for whomever requires such Confirmation for travel purposes.

## 4. COVID-19 Compliance Regulations

All Guests / Visitors / Passengers / Clients (GVPCs) will be required to complete a Medical and Travel declaration. This will be on arrival/check-in as appropriate. Special screening station scan will be set up just before or after entrances, at the front to facilitate.

All GVPCs must complete the form, not just the contracting party. This means all passengers in hired cars, people sharing bedrooms etc. must complete the declaration.

A standard form for this and ensure it is POPI compliant. The completion and acceptance of the form acts as access acceptance into a facility.

While the declaration must be signed on arrival/check-in to ensure it is up to-date, we may opt to ask some/all of the questions on booking/reservation and may suggest that high-risk individuals might want to postpone their trip, or they could decline such reservations.

### **1. Declaration form includes**

- General health, chronic and other conditions, and medication
- Physical impairments
- Symptoms prior 30 days
- Smoker status and fitness level
- COVID-19 history
- COVID-19 status disclosure signed-off
- Record of trip – full current trip itinerary (past and future) for tracing
- Recent travel history other than this trip – 1 month
- Next of kin/friend not travelling with you: name and contact details
- Nationality
- ID or passport number
- Travel insurance declaration and proof (international guests)

### **2. Temperature monitoring**

Temperature of all GVPCs will be taken on arrival/check-in etc. For multiple-day stays, daily temperature should be recorded (when arriving or departing the premises each day). For all other experiences longer than 2 hours, leaving the facility. temperature must be retaken and duly recorded.

### **3. Guest / visitor / passenger / client PPE**

GVPCs will be required to wear masks except when:

- Inside apartment
- While eating or drinking

Acceptable masks are cloth masks, surgical masks and N95 respirators. It will be expected that GVPCs will have their own cloth masks.

We shall stock a spare supply of surgical or cloth masks, which can be provided to GVPCs at a cost should you not have your own mask(s). If you do not have your own masks for a multiple day stay, then multiple masks could be provided at a cost.

There is limited information on removing masks to eat and drink. Recommended practice is to use a flat brown paper bag or other cloth bag which the mask will slide into. The bag should be marked on one side "outside" and the outside of the mask should always be against that side of the bag.

#### **4. Hands**

GVPCs will be required to sanitise their hands, on initial arrival at the door/entrance gate. You will be required to self-administer from a dispenser but observed by the owner.

For apartment guests and other GVPCs, shoe sanitising on entry with spray, wipes or stepping in dip tray will be required, and use of walk-off mats on arrival to sanitise shoes/feet is mandatory.

Thereafter sanitisers and wipes for GVPCs to use will be available for pens, credit cards, phones, wallets, purses when used, and for changes in situation e.g. entering, or leaving a facility. GVPCs hand sanitiser will be widely available throughout our establishment and facilities.

Appropriate non-touch bins available for disposal of wipes everywhere wipes are provided.

#### **5. Luggage**

Guest must handle their own luggage to move it into or out of, the vehicle or room, and it will not be touched by staff.

### **5. Prices**

The price of accommodation will be in accordance with your **Booking Confirmation details** and calculated based on "per unit per night".

### **6. Total Booking Value**

Total Booking value is the price per unit per night x number of nights occupied.

### **7. Minimum stay**

Our minimum stay on weekends is 2 nights and on long weekend is 3 or 4 nights depending on the length of the long weekend, unless otherwise confirmed by management.

### **8. Pets**

We do not allow pets at this property on condition that they do not affect the stay of other clients.

## 9. Acceptance of children

We welcome children of all ages.

## 10. Cancellation and insurance

When making a booking at **Magoebaskloof Getaway**, your booking will be secured by the **deposit** that you pay on reservation (**booking date**).

If, in the event you need to **cancel your booking**, we will endeavour to re-let the unit, and a **cancellation fee** is calculated as a percentage of the **Secure Deposit** amount namely:

- Less than 8 weeks' notice – 25% of the deposit.
- Less than 6 weeks' notice – 55% of the deposit.
- Less than 4 weeks' notice – 75% of the deposit.
- Less than 2 weeks' notice – 100% of the deposit.
- All cost incurred to make refund (e.g., commissions, credit card charges and bank charges) will be at the expense of the client and will be deducted from the refund and a 15% admin fee will be charged on top of all expenses and refunds.
- Should Magoebaskloof Getaway be willing to move any booked wedding date or event for any reason such as COVID-19 regulation NO refund will be given under any circumstance should the date be cancel.
- Magoebaskloof Getaway is willing to move any booked date due to COVID-19 regulations preventing an event from taking place however NO refund will be given should the client cancel their booking.

Unfortunately we are unable to judge the reasons for change, cancellation or non-arrival of guests, therefore we kindly remind you that a booking made with **Magoebaskloof Getaway** accommodation, either verbal or written forms a **legally binding contract** and as a result we recommend you take out appropriate travel and **accommodation insurance**.

## 11. Non-availability of accommodation

We would only cancel your booking if your accommodation were unavailable for reasons beyond our control. We would however attempt to offer you alternative accommodation. If this was not possible, or unacceptable to you, then we would refund all monies paid by you for the accommodation based on our refund policy. Our liability will not exceed beyond the amounts paid in respect of Secure deposit or Total Booking Value paid whichever the greater. We expect early notice advice.

## 12. Arrival

Your accommodation will be available to you from 14h00 on the day of arrival, unless otherwise arranged. We may not be able to accommodate you if you arrive

earlier than the agreed time as we will be busy preparing your unit; however, please check with us should you require early arrival arrangements.

Please observe the COVID-19 Regulations for arrivals/check-in. We/you need to comply with all Regulatory Protocols that requires time to perform.

### **13. Late arrival procedure**

Please ensure that you check in after 14h00 and contact us no later than 15h00 to let us know if you will be arriving late. Failure to notify us may result in the unit being re-let or the full cost of the unit being charged.

### **14. Departure**

Please be ready to leave the accommodation not later than 10h00 on the day of departure, unless otherwise arranged (refer to extension of departure time below). We shall provide you with an invoice, payable on departure.

Please observe the COVID-19 Regulations for Departures/check-out.

### **15. Extension of departure time**

With prior approval we shall allow you to extend the vacating time of 10h00 to 11h00, subject to management allowing this arrangement.

### **16. Visitors**

Intraday visitors are allowed, subject to prior notification to Management. All Intraday visitors are subject to strict adherence to COVID-19 Compliance Regulations and is the responsibility of the "Booking Principle" to ensure their compliance.

### **17. Regulatory compliance**

It is a condition of **Magoebaskloof Getaway** to disallow live or loud music on the premises that will affect those in units close by to yourself.

We respectfully request guests to respect the neighbourhood and next-door neighbours and do not play music that can cause neighbours to lodge complaints about noise, behaviour, or conduct.

The **Right of Admission** will apply.

Please observe the COVID-19 Regulations. Failure to do so will not just place you at risk but also us and our Establishment. To this end we are prepared to lose you as a client, rather than our license.

### **18. Personal Conduct of Guests**

Our wish is that guests will have a memorable time at our establishment and our hope is that *"all who arrive as guests leave as friends"*.

Problems connected with abused substances such as drugs and alcohol has been a growing phenomenon and we respectfully request the "**Booking Principle**" to take ownership of the Personal Conduct of their guests and visitors.

We respectfully request guests and visitors to respect the neighbourhood and next-door neighbours and not to play music that can cause neighbours to lodge complaints about noise, behaviour, or conduct.

The **Right of Admission** will apply.

Please Observe COVID-19 Regulations regarding **Social Distancing, hygiene, and PPE requirements** above.

## 19. Damages and Breakages

We put our property in your care for the duration of your stay and we shall deliver it to you clean, sanitized and in full working order unit(s) on arrival, but request you to protect our assets and report any damages.

We kindly request you to respect our property and the use of equipment and utensils. If you need assistance to operate the appliances, please contact the owners.

Special care should be taken not to drag heavy items such as suite cases, furniture, and boxes over the wooden floors. These are high value items and expensive to repair.

Please take care when staying in our property. You are responsible and liable for any breakages or damages, which you cause, to the unit(s) or its content. All we ask is that you report any incidents as they occur. We do not normally charge for minor breakages, but we may send you an invoice for repairs or making good, if the damages or breakages are significant, and we may make an additional charge of R250 if you did not report/fail to report that. It is market practice to take a damage deposit however we do not do that for clients convenience. It is our right to charge for any damage should we do inspection and find any damage to the unit.

## 20. Appliances and devices

Our units are fully equipped with electrical appliances and media equipment for your use. Sufficient plug points are also supplied to charge devices; therefore, there is no need to unplug any of the plug points in use. It is prohibited to plug in any additional personal appliances and or devices onto our network. Should there be such requirement or need, prior approval is required from management as it is disallowed to connect any other appliance or device that is not a standard feature as provided by our establishment.

## 21. Remote controls

Several devices including the media equipment, function with remote control devices. Please safeguard them against damages. Should, for any reason, a remote control device not function properly, please report it to management to rectify the problem and do not try to fix it yourself.

## **22. Liability**

We do not accept any liability for any damages, loss or injury to any member of your party or any vehicles or possessions, unless proven to be caused by a negligent act by ourselves or our employees or contractors whilst acting in the course of employment.

## **23. Privacy policy**

Any data collected during this booking will be stored on our computer(s). With your permission we may from time to time contact you about promotions and offers. We will not share your details with any third party. We are fully POPPI compliant.

## **24. Complaints**

Should you find that appliances or utensils are not working properly or for that matter any other complaints, please report it soonest to the management for rectification immediately as we are on duty 24/7 and would prefer to deal with issues or complaints sooner rather than later.

## **25. Smoking**

This is a non-smoking establishment. It is classed as a public place and it is therefore illegal to smoke inside the units. We respectfully ask for your cooperation and consideration in this matter. Smoking is allowed outside on the stoop / patios and balconies or any open area on the premises. This is official Government Policy on Smoking in Public Places.

Please remove cigarette buds from ash trays as they may cause health risk and discharge them in a sealed plastic bag in the rubbish bin. Do not flick cigarette buds from the balcony but place it into the provided ash tray for proper safe removal / disposal.

## **26. Methods of payment**

- Cash in ZAR bank notes
- Electronic bank transfer (Swift if foreign payment with Cost Code "OUR")
- Authenticated Swift-BIC payment, bank to bank in foreign currency
- IBAN

A warm welcome awaits you at **Magoebaskloof Getaway** and we shall attempt to make this holiday a safe, memorable, and unforgettable experience.