



118 Charles Jackson St, Weavindpark, Pretoria 0184

www.marloot.co.za

TERMS AND CONDITIONS

RISK PROFILE and CODE OF CONDUCT (Section 61)

Guests make use of the facilities of Marloot Guesthouse entirely at their own risk. It is agreed that all signs, notices and warnings will be adhere to. I also acknowledge that the code of conduct or house rules will become an integral part of my behavior and form part of this contract.

Although the owners, proprietors, agents and/or employees have made all possible effort to ensure my/our safety. I hereby waive and abandon any claims of whatever nature including, but not limited to injury, death, loss of limb or whatever nature whether arising from fire, armed robbery or any other cause and by whomsoever caused, or arising from the negligence (or wrongful act) of any person on the guesthouse premises, **excluding negligent conduct by** the owner, proprietor, employees or agents.

I hereby agree that it is a condition of my/our occupation of the guesthouse premises that the owner, proprietor, agent or employees shall not be responsible for the loss or damage of any property brought onto the premises, whether arising from fire, theft or any other cause or by whomsoever caused, or arising from the negligence and/or wrongful act of any person on the premises, and this is deemed to be contracted with the owner on this basis. **This excludes negligence by the owner, proprietor, employees or agents.**

ACCOUNTING PROFILE

A 50% deposit is payable at time of booking confirmation. Full accommodation account settlement is required at time of arrival.

The ACCOUNT remains the responsibility of the guest until full payment is received, notwithstanding the fact that the guest may have incurred the charges on his account in the course and scope of his employment or service to any company, business or person, and as such company, business or person is thus liable for the payment of the account.

If I should fail to pay my account in full, the jurisdiction of the Magistrates Court of Pretoria is nominated for the settling of any disputes arising from this contract. I choose my domicillium citandi et executandi at the **residence** address reflected under my name on the registration form or book as completed at my arrival at the guesthouse.

I /We acknowledge the guesthouse's Common Law tacit hypothecs over any of my/our assets as brought onto the Guesthouse premises. I declare that the guesthouse shall have the right to protect the hypothecs at any stage during my stay at the facility should I fail to settle my/our account as per agreement. The guesthouse shall also have the right to sell these assets at any time after 30 days of my departure. Any residual funds after **administration costs** will be **refunded**.

DAMAGE PROFILE

I/we hereby agree that I/We shall be responsible and liable for any damage caused by myself/ourselves or any of my/our guests at the facility during my/our stay at the guesthouse. All **negligent damage** costs of repairs will be for my account and management will be paid/refunded for the repairs done in this context.

CHILD POLICY

No children under 12, unless pre-arranged with owner/manager.

If agreed to by the facility, then the parents take full responsibility for the actions of their minors and agree to the risk profile.

CANCELLATION POLICY: All cancellations must be done in writing.

In terms of Chapter 2, Section 1 of the Consumer Protection Act 68 of 2008, Marloot **Guesthouse** is committed to best practice and as such has aligned its refunds policy to be in line with the Consumer Protection Act. (Section 17, subsection 3 (b); 4(a-d))

Should I, the guest, wish to cancel my reservation, the following will apply:

- 100% cancellation charges for total room if cancelled 24 hours or less in advance
- 50% cancellation charges for total room if cancelled between 2 and 5 days prior to arrival
- No cancellation fees will be charged to 5 days prior to arrival.