



ACCOMMODATION AGREEMENT

Terms & Conditions

Please read the following terms and conditions governing your stay at Hilken Lodge & Apartments. Payment of the reservation deposit and/or Occupation of the premises confirms acceptance of this agreement in full.

1. NATURE OF AGREEMENT

- This agreement constitutes a short-term accommodation agreement for holiday purposes only.
- It does not constitute a lease agreement and is not governed by the Rental Housing Act.
- The Prevention of Illegal Eviction Act (PIE Act) shall not apply.
- Guests agree that failure to vacate on the agreed departure date will constitute unlawful occupation.

2. BOOKING, CONFIRMATION & PAYMENT

A booking is only confirmed once:

- The required Reservation Deposit has been received; and
- Hilken Lodge has issued a formal booking confirmation thereafter.

Should the Reservation Deposit not be paid within the required time and the dates are secured by another booking, Hilken Lodge reserves the right to cancel the provisional booking and refund any Reservation Deposit received.

The keys to the property will not be handed over until full and final payment has been received.

Payment Terms:

- For standard bookings, full payment is required one (1) month prior to arrival.
- Where the booking is made less than one month before arrival, full payment is required immediately.
- For December bookings, full payment is required two (2) months prior to arrival.
- Payment of the reservation deposit and/or Occupation of the premises confirms acceptance of this agreement in full.

3. OCCUPATION & USE OF PROPERTY

- The number of guests permitted is limited to the number stated in the booking confirmation.
- No additional persons may stay overnight without prior written consent.
- Unauthorized occupancy may result in immediate termination and eviction without refund.
- Guests may not sublet the property.
- Only registered guests may occupy the property unless otherwise agreed.

4. VISITORS & FUNCTIONS

- Guests may have visitors for a braai, drinks, or dinner.
- The property may not be used as a function or event venue.
- If more than 6 additional visitors are present, additional surcharges will apply.
- Any person remaining on the premises after 01:00 will be deemed an overnight guest and charged the applicable per person per night rate.

5. CONDUCT & COMPLIANCE

- The property is located in a residential area; guests must respect neighbors at all times.
- Strictly no excessive noise or hooting is permitted.
- All guests must comply with applicable municipal by-laws and regulations.

6. LIABILITY & INDEMNITY

Guests occupy and use the property and all facilities entirely at their own risk.

Hilken Lodge, its owners, employees, and agents shall not be liable for:

- Injury, illness, accident, or death
- Loss or damage to personal property
- Any damages or losses of any nature arising during the stay

This applies to the fullest extent permitted by law, including negligence.

INDEMNITY CLAUSE

Guests hereby indemnify and hold harmless Hilken Lodge, its owners, employees, and agents against any claims, damages, losses, or expenses arising from their stay at the property, use of facilities, or the actions of themselves or their visitors.

7. PROPERTY CONDITION & DAMAGES

- The property is accepted "voetstoots" (as is).
- Inventory must be checked on arrival; discrepancies must be reported immediately.
- Guests are responsible for breakages, damages, missing items, and any abnormal cleaning required.
- The breakage deposit may be used to cover these costs.
- Repairs exceeding R1500 will be supported by two quotes.

8. APPLIANCES & MAINTENANCE

- No liability is accepted for appliance breakdowns.
- Reasonable efforts will be made to repair any reported issues.

9. EARLY DEPARTURE

- Guests remain liable for the full accommodation fee, even if departing early.

10. UNINHABITABLE PROPERTY

- If the property becomes uninhabitable before arrival due to unforeseen circumstances, a full refund will be issued.
- No further compensation shall be payable.

11. CANCELLATION POLICY

Once the 25% reservation deposit is paid, the following terms apply:

- 20% cancellation fee after confirmation.
- 40% cancellation fee if cancelled 60 to 21 days before arrival.
- 100% forfeiture if cancelled 21 days or less before arrival.
- If the reservation deposit is not fully paid, all monies paid will be forfeited upon cancellation.

Bookings may be transferred with approval.

- If a replacement booking is secured, the cancellation fee will be limited to 20%.
- No penalties apply in cases of death or hospitalization, subject to valid proof.

December Bookings:

- Full payment is required 2 months prior to arrival.
- Cancellation after this date results in full forfeiture of the booking value.
- Cancellation before this date results in the reservation deposit being forfeited.

12. SAFETY & FACILITIES USE

Swimming Pool

- A child safety net is installed prior to arrival.
- Guests are responsible for replacing the safety net after each use.
- Children must be supervised at all times.
- Use of the pool is entirely at your own risk.

Jacuzzi/Hot Tub

Use is entirely at your own risk. The following rules apply:

Health & Safety:

- Limit use to 15-20 minutes
- Shower before use
- Do not use with illness, open wounds, or infections
- Do not submerge your head
- No alcohol or drugs
- Children must be supervised
- Children under 5 years old are not permitted
- Consult a doctor if pregnant or with medical conditions

Usage Rules & Care:

- No diving or jumping
- Surfaces may be slippery
- No glassware (plastic only)
- Adhere to maximum occupancy
- Respect quiet hours
- Do not stand on the cover
- Replace cover after use
- Damage to cover/unit will be charged

Jacuzzi Baths

- Must be used under adult supervision for children.
- Use is entirely at your own risk.

13. PETS

- Not permitted unless pre-approved in writing.

14. INSURANCE

- Guests are encouraged to obtain travel and cancellation insurance.

15. BREACH & TERMINATION

Hilken Lodge reserves the right to terminate the stay immediately and evict guests without refund in the event of:

- Breach of these terms
- Property damage
- Excessive noise or disturbance
- Unauthorized occupancy

16. FORCE MAJEURE

Neither party shall be liable for failure to perform obligations due to events beyond their control, including:

- Natural disasters
- Pandemics
- Government restrictions
- Utility failures

Bookings may be rescheduled or refunded at the owner's discretion.

17. JURISDICTION

- This agreement is governed by the laws of the Republic of South Africa.
- Any disputes fall under the jurisdiction of South African courts.

18. AGREEMENT

Payment of the reservation deposit and/or Occupation of the premises confirms acceptance of this agreement in full.