

Rusty Gate Mountain Retreat (Pty) Ltd

Company Registration Number: 2006/019364/07

Physical Address: Farm 826, Helderstroom Road, Caledon, 7230, South Africa

Postal Address: PO Box 90, Greyton, 7233, South Africa

Terms and Conditions of Service

Any bookings accepted by Rusty Gate Mountain Retreat (Pty) Ltd (hereinafter "Rusty Gate") are subject to these Terms and Conditions.

Payment of a Deposit towards any Booking is deemed to be full and unconditional acceptance of these Terms and Conditions of Service by the Guest (where the "Guest" includes the person contracting with Rusty Gate and/or associated persons occupying, visiting and using the Rusty Gate Facilities).

1. BOOKINGS, PAYMENTS AND CANCELLATIONS

1.1. Rates and Minimum Stay Requirements

- 1.1.1. Rates indicated are daily rates per accommodation unit regardless of the number of occupants, and the number of occupants may not exceed maximum capacity of Booked Facilities.
- 1.1.2. Additional charges may apply for specific events (e.g. weddings) that require full and exclusive use of all Rusty Gate's Facilities, rental of equipment and/or additional services.
- 1.1.3. Rusty Gate reserves the right to change rates for Facilities and/or other services at any time and its sole discretion. Active rates for Facilities will be reflected in our online booking system.
- 1.1.4. Guests can book Facilities in part (e.g. cottage) or in whole (entire venue), hereinafter referred to as the "Facilities" or "Booked Facilities".
- 1.1.5. Mid-week bookings require a minimum stay of 1 (one) night from Monday to Thursday, weekend bookings require a minimum stay of 2 (two) nights from Friday to Sunday, and Rusty Gate may amend the minimum stay requirements at their sole discretion without prior notice.

1.2. Payment for Bookings

- 1.2.1. Quotations are valid for 7 (seven) calendar days and subject to availability of requested Facilities, unless otherwise specified.
- 1.2.2. A 50% deposit (the "Deposit") is required for any bookings at Rusty Gate and must be paid within 1 (one) calendar day for the booking to be deemed as confirmed. Failure to pay the Deposit by the due date may result in cancellation of the provisional booking and Rusty Gate retains the right to release the booking for other Guests.
- 1.2.3. The balance (if any), of the Booking Charge is to be paid before 14 (fourteen) calendar days prior to the Arrival Date.
- 1.2.4. If the full payment for the Booking Charge does not reflect in Rusty Gate's Bank Account 14 (fourteen) calendar days before the Arrival Date, the Confirmed Booking may be cancelled, and the Deposit forfeited at the sole discretion of Rusty Gate.
- 1.2.5. Guests wishing to extend their stay are required to give at least 1 (one) calendar days' notice, subject to the Booked Facilities or any other Facilities being available.
- 1.2.6. Payment must be made in South African Rand (ZAR) and must be clear of all bank charges, exchange rate variations and any other deductions. Methods of payment accepted by Rusty Gate include electronic bank transfer into Rusty Gate's Bank Account or digital payment channels (e.g. PayPal) as accepted by Rusty Gate at its sole discretion from time to time.
- 1.2.7. In the rare case of a possible double-booking the first Deposit that reflects in Rusty Gate's Bank Account will secure the Booked Facilities, and the later Deposit will be refunded in full.

1.3. Breakage Deposit

- 1.3.1. Rusty Gate reserves the right, at its sole discretion, to include a refundable breakage deposit ("Breakage Deposit") of up to 10% (ten percent) of the total Booking Cost, but not less than R2500.00 (two thousand five hundred rand), to be included in the Booking Charge for Facilities.
- 1.3.2. The Breakage deposit will be refunded via electronic funds transfer to the Guest within 14 (fourteen) calendar days of the Departure Date
 - 1.3.2.1. in whole, in the case where no recovery of costs is required;
 - 1.3.2.2. in part, in the case where recovery of costs is required due to breakage and such costs are less than the Breakage Deposit paid; and
 - 1.3.2.3. subject to the Guest having provided Rusty Gate with valid and correct bank account details in writing.
- 1.3.3. No cash refunds will be paid to any Guests.

1.4. Cancellation Policy

- 1.4.1. Notice of cancellations must be submitted to Rusty Gate in writing via electronic e-mail to info@rustygate.co.za.
- 1.4.2. When a Guest wishes to cancel a booking, the following policies shall apply:
 - 1.4.2.1. Cancellation less than 14 (fourteen) calendar days before the Arrival Date shall forfeit 100% (one hundred percent) of the Booking Charge;
 - 1.4.2.2. Cancellation between 14 (fourteen) and 30 (thirty) calendar days before the Arrival Date shall forfeit 100% (one hundred percent) of the Deposit;
 - 1.4.2.3. Cancellation more than 30 (thirty) days before the Arrival Date shall forfeit 50% (fifty percent) of the Deposit.
- 1.4.3. A change of Arrival Date or Departure Date by the Guest may be treated as cancellation or re-booking at an alternative date at the sole discretion of Rusty Gate.
- 1.4.4. Refunds to Guests upon cancellation will be made within 14 (fourteen) calendar days of the date when cancellation was received in writing.

2. ARRIVAL, DEPARTURE, CHECK-IN AND KEYS

2.1. Arrivals & Departures

- 2.1.1. Check-in time on Arrival Date is from 15:00 onwards;
- 2.1.2. Check-out time on Departure Date is 10:00. Should the Guest vacate after 10:00 on the Departure date without specific consent, Rusty Gate reserves the right to charge an additional day's Booking Charge to the Guest.
- 2.1.3. Special requests to deviate from the specified check-in and check-out times need to be made prior to the Arrival Date and approval of such requests is subject to the sole discretion of Rusty Gate.

2.2. Check-in and Keys

- 2.2.1. Booked Facilities will be open and available for Guests on the Arrival Date and there is no need to check-in on arrival at Rusty Gate.
- 2.2.2. Keys for Booked Facilities are in the lock of the main entrance door of the Facilities and must be returned to this lock on the Departure Date. Guests will be liable for a key replacement charge of R250.00 (two hundred and fifty Rand) for any keys of the Booked Facilities if lost or misplaced during occupation from the Arrival Date to the Departure Date.

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3. SERVICES AND EXTRAS

3.1. Service Hours

- 3.1.1. The Rusty Gate office is open from 08:00 to 17:00 on weekdays for bookings and/or general enquiries.
- 3.1.2. A caretaker lives on the Rusty Gate Property and is available for emergency and/or maintenance related assistance during Guests' stay. The caretaker's contact details are available in all Facilities.

3.2. Catering

- 3.2.1. Rusty Gate is a self-catering venue and Guests are responsible for the provision of their own food, beverages and ice.
- 3.2.2. For specific catering needs, Rusty Gate can assist with contact details of available catering service providers.

3.3. Cleaning Services

- 3.3.1. Cleaning services (including dish washing, sweeping and waste removal) during a Guest's stay is not included in the daily rate but can be provided upon request at an additional charge.
- 3.3.2. Cleaning services must be booked prior to the Guests' Arrival Date and Rusty Gate will provide applicable rates and payment options at the time of request.

3.4. Cell Phone Reception and Internet Access

- 3.4.1. Cellular voice and data services is available at Eagle's Eyrie and high lying areas of the property, and Guest Wi-Fi is available Eagle's Eyrie.
- 3.4.2. Cellular and Wi-Fi services are provided by third party service providers and Rusty Gate takes no responsibility whatsoever for availability and/or reliability of said services.

4. USE OF FACILITIES

4.1. Use of Facilities and Contents

- 4.1.1. Guests are responsible for taking all reasonable care of the Booked Facilities and its associated infrastructure and contents.
- 4.1.2. No items deemed to be the property of Rusty Gate may be removed from the property without the express written consent of Rusty Gate.
- 4.1.3. Inventories must be checked by Guests upon arrival, and any discrepancies must be reported to Rusty Gate within 24 (twenty four) hours of the Arrival Date. If no shortages or damages are reported, the contents of the Booked Facilities will be regarded as correct, and Guests will be held responsible for any shortages or breakages incurred.
- 4.1.4. Except in the case of normal wear and tear Guests will be responsible for making good any damage to the Booked Facilities or its contents which has occurred due to negligence, wilful damage or irresponsible behaviour on the part of the Guests or their visitors. Any damage must be reported by the Guest to Rusty Gate without delay.
- 4.1.5. In the event that breakages and/or damages and/or missing inventories at the Booked Facilities are discovered on/or after the Departure Date, or if extraordinary cleaning of the Booked Facilities is required after departure of the Guest, Rusty Gate will notify the Guest in writing within 7 (seven) calendar days of the Departure Date, providing detail of such breakage and/or damage and/or missing inventories, and present the Guest with an invoice for the cost of repairs, replacement and/or cleaning thereof. Guests shall be liable for settlement of the invoice on presentation.

4.2. Noise Disturbance

- 4.2.1. Guests acknowledges and accept that Rusty Gate is a serene and quiet place for the enjoyment of all Guests and undertake to respect other Guests in this regard.
- 4.2.2. Unless specifically approved by Rusty Gate beforehand, no activities, equipment or vehicles causing noise disturbance will be allowed on the property, including (but not limited to) loud music, generators motorbikes, quad bikes or scramblers.

4.3. Pets

- 4.3.1. Unfortunately, no Guest or visitor pets are allowed on the Rusty Gate property.

4.4. Septic Tanks

- 4.4.1. Guests acknowledge and accept that septic tanks are used at Rusty Gate for processing of all sewerage and grey water, and that these systems are sensitive to unwanted chemicals or foreign objects that can cause blockages.
- 4.4.2. No foreign objects, e.g. sanitary pads and cigarette butts, may be flushed down the toilets.
- 4.4.3. Rusty Gate uses single ply toilet paper to limit solid materials entering the septic tanks, and Guests are required to limit use of toilet paper to only that which is required.
- 4.4.4. Guests are requested not to use exotic soap, shampoo or cleaning materials. Commercially available hygienic products and cleaning materials provided is allowed for use with septic tanks.
- 4.4.5. Costly cleaning of blockages in sewerage systems will be charged to Guests if found to be as a result of foreign objects and/or solid materials.

5. RESPECTING NATURE AND THE ENVIRONMENT

5.1. Safety and Security in a Natural Environment

- 5.1.1. Guests acknowledges and accept that the Rusty Gate Property is situated in the mountainous and natural environment of the Rivieronderend Mountains, and that this includes the presence of local fauna and flora on the property, including (but not limited to) baboons, carnivorous mammals and snakes.
- 5.1.2. Although Rusty Gate takes all reasonable steps to ensure the safety and security of Guests and their possessions, Guests retain final responsibility for their own safety and security.
- 5.1.3. Guests are responsible for closing of doors and windows of Booked Facilities to prevent the unwanted access of local fauna, e.g. baboons and snakes.
- 5.1.4. Guests are recommended to stay on gravel roads, walkways and indicated hiking trails as far as possible and remain vigilant to avoid disturbance of the wildlife. Guests venturing off roads, walkways and indicated trails do so at their own risk.

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5.2. Fire Hazards and Arson

- 5.2.1. Guests acknowledges and accept that the fauna on the Rusty Gate Property and surrounding areas, and specifically the 'fynbos' indigenous to the area, is deemed to be a fire hazard under conducive climatic circumstances.
- 5.2.2. Guests may only make fire in designated and specific for purpose areas (i.e. braai areas, fireplaces and wood burning stoves) and may not cause any fires started by them to be left unattended.
- 5.2.3. No fires may be made by Guests on the Rusty Gate Property away from the Facilities or outside designated braai and fire pit areas.
- 5.2.4. Under no circumstances are any fireworks allowed onto the Rusty Gate property or to be set off on the Rusty Gate property.

5.3. Smoking of Tobacco Products and Vaping

- 5.3.1. Smoking of tobacco products and/or vaping is not permitted inside any building on the Rusty Gate Property.
- 5.3.2. Smoking and vaping are allowed in open areas of the Rusty Gate Property subject to the provisions of the applicable legislation, including the Tobacco Products Control Act 83 of 1993 (as amended).
- 5.3.3. Guests who smoke on the Rusty Gate Property are responsible for safely and properly extinguishing cigarettes, cigars or the like and disposing of butts, stubs and other related waste material in available waste bins.

5.4. Arson

- 5.4.1. Any Guest or person responsible for, or suspected to be responsible for, starting a fire on the Rusty Gate Property leading to a wildfire or any other fire causing damage to Rusty Gate Property or adjacent property shall be reported to the appropriate authorities and may be subject to criminal prosecution and/or civil litigation for compensation for damages.
- 5.4.2. Any Guest found to be in non-compliance to the above, may be subject to immediate removal from the Rusty Gate Property and cancellation stay without any compensation or refund.

5.5. Water Usage

- 5.5.1. Guests acknowledges and accept that South Africa is a water scarce country and undertakes to use water sparingly, and that Rusty Gate may be subjected to legally enforced water restrictions from time to time notwithstanding the availability of natural water resources (e.g. boreholes) on the Rusty Gate Property.
- 5.5.2. Any Guest found to be in non-compliance to the provisions of the above, may be subject to immediate removal from the Rusty Gate Property and cancellation of the Confirmed Booking without any compensation or refund.

6. GENERAL INCAPACITY AND LIMITATION OF LIABILITY

6.1. General Incapacity

- 6.1.1. Although Rusty Gate will take all reasonable steps and precautions to minimise disruption and discomfort to Guests, Rusty Gate cannot be held liable for incidental events outside our control including (but not limited to) unanticipated interruption to electricity, water and sewerage to/from or at the Booked Facilities, industrial action, civil uprising or criminal activity, fire, frost, flooding, subsidence or any other 'force majeure' event.

6.2. Limitation of Liability

- 6.2.1. Guests and/or day visitors acknowledge and accept that entering the Rusty Gate Property is done so at their own risk. Rusty Gate, its owners and personnel will not be liable (or held responsible) for any damages, loss, injury or death that results from entering the Rusty Gate Property or use of Facilities.
- 6.2.2. Guest and/or day visitors agree to indemnify and hold harmless Rusty Gate, and its directors, officers, agents, successors and assigns, from and against any and all losses, liabilities, deficiencies, costs, damages and expenses including, without limitation, reasonable attorneys' fees, charges and disbursements incurred by any Guest as a result of wilful or negligent acts of Rusty Gate, its directors, officers, employees, agents or assigns, or any inaccuracy of the representations made by Rusty Gate in these Terms and Conditions of Service.
- 6.2.3. The maximum aggregate liability of Rusty Gate pursuant to its indemnification obligations shall not exceed the value of one day's Booking Charge.

7. INFORMATION DISCLAIMER AND PRIVACY POLICY

7.1. Website and Privacy Policy

- 7.1.1. The information contained in the Rusty Gate Mountain Retreat website at <http://rustygate.co.za> (the "Website") is provided by Rusty Gate.
- 7.1.2. Whilst all efforts are made to keep the information up to date and correct, Rusty Gate makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Website or the information, products, services, or related graphics contained on the Website for any purpose.
- 7.1.3. Any reliance placed on such information by the Guest is therefore strictly at their own risk.
- 7.1.4. Rusty Gate is committed to ensuring secure use of Guest information, and any Guest information received or captured electronically will be managed and maintained subject to the terms of our Privacy Policy.
- 7.1.5. In no event shall Rusty Gate be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of the Website.

7.2. Access to Information

- 7.2.1. For more information on our Website Terms and Conditions or Privacy Policy please refer to our website at <http://rustygate.co.za> under the "General" section or e-mail us at info@rustygate.co.za.