

Terms and Conditions of Service

1. APPLICATION AND ACCEPTANCE

These Terms and Conditions apply to all quotations and bookings accepted by Rusty Gate Mountain Retreat (Pty) Ltd and to the occupation and use of the Rusty Gate Property and Facilities.

The person making the booking must be at least 18 (eighteen) years old and must have authority to make the booking and accept these Terms and Conditions on behalf of the contracting person or organisation.

Before making payment, the Guest must be given access to these Terms and Conditions and a reasonable opportunity to review them. By accepting a quotation, submitting a booking request or making any payment towards a booking, the Guest accepts these Terms and Conditions.

The Guest's attention is specifically drawn to the safety and risk provisions in clauses 7.1, 7.2 and 7.3 and the assumption-of-risk, indemnity and limitation-of-liability provisions in clause 8.2.

2. DEFINITIONS

In these Terms and Conditions, unless the context indicates otherwise:

- 2.1. **"Arrival Date"** means the date on which the Guest is scheduled to arrive, as stated in the booking confirmation.
- 2.2. **"Booked Facilities"** means the accommodation, venue areas, equipment and services specifically included in the booking confirmation.
- 2.3. **"Booking Charge"** means the total charge for the Booked Facilities and services, excluding the refundable Breakage Deposit.
- 2.4. **"Breakage Deposit"** means the refundable security deposit contemplated in clause 3.3.
- 2.5. **"Confirmed Booking"** means a booking that has satisfied the requirements of clause 3.2.3.
- 2.6. **"Departure Date"** means the date on which the Guest is scheduled to depart, as stated in the booking confirmation.
- 2.7. **"Deposit"** means the advance payment forming part of the Booking Charge contemplated in clause 3.2.4 and excludes the Breakage Deposit.
- 2.8. **"Facilities"** means the accommodation, venue areas, infrastructure, equipment, recreational facilities and services made available by Rusty Gate.
- 2.9. **"Guest"** means the person or organisation contracting with Rusty Gate and, where the context requires, includes the occupants and visitors associated with the booking. The contracting Guest remains responsible for ensuring compliance with these Terms and Conditions as provided in clause 6.1.2.
- 2.10. **"Rusty Gate"** means Rusty Gate Mountain Retreat (Pty) Ltd, registration number 2006/019364/07.
- 2.11. **"Rusty Gate Property"** means the property and facilities operated by Rusty Gate.
- 2.12. **"Website"** means Rusty Gate's website at <https://rustygate.co.za>.

3. BOOKINGS, PAYMENTS AND CANCELLATIONS

3.1. Rates and Minimum Stay Requirements

- 3.1.1. Accommodation rates are charged per accommodation unit per night and are based on the accommodation and number of occupants specified in the quotation or booking confirmation.
- 3.1.2. The number of occupants may not exceed the capacity stated in the booking confirmation. Additional occupants require Rusty Gate's prior written approval and may be subject to additional charges.
- 3.1.3. Additional charges may apply to exclusive-use bookings, private or corporate events, equipment hire and additional services. These charges will be specified in the applicable quotation or booking confirmation.
- 3.1.4. Rusty Gate may amend its rates before a booking is confirmed. Rate changes will not affect a Confirmed Booking unless the Guest requests or agrees to changes in the accommodation, occupancy, equipment or services.
- 3.1.5. Guests may book individual accommodation units, Eagle's Eyrie or the entire venue, subject to availability and applicable capacity, minimum-stay and exclusive-use requirements.
- 3.1.6. Unless otherwise specified in the quotation or booking platform, midweek bookings require a minimum stay of one night from Monday to Thursday. Weekend bookings require a minimum stay of two nights, being either Friday and Saturday nights or Saturday and Sunday nights.
- 3.1.7. Longer minimum stays may apply to public holidays, peak periods, promotions, events or other specified dates. Rusty Gate may amend minimum-stay requirements before a booking is confirmed, but any amendment will not affect an existing Confirmed Booking unless agreed with the Guest in writing.
- 3.1.8. A Guest intending to hold a private event, function, corporate gathering, retreat or workshop, or to bring day visitors or delegates onto the Rusty Gate Property, must disclose this before the booking is confirmed and obtain Rusty Gate's prior written approval. The quotation or booking confirmation will record the approved Facilities, maximum numbers of overnight occupants, day visitors and delegates, applicable charges and included services. These approved numbers may not be exceeded without Rusty Gate's prior written approval, and any resulting additional charges will be confirmed before the change is accepted.
- 3.1.9. Booking an individual accommodation unit or Eagle's Eyrie does not give the Guest exclusive use of any other part of the Rusty Gate Property. Exclusive use applies only to the Facilities or areas expressly recorded as being booked for exclusive use in the booking confirmation.

3.2. Quotations, Booking Confirmation and Payment

- 3.2.1. A quotation remains valid until the expiry date stated in the quotation. A quotation does not reserve or guarantee the availability of the quoted Facilities.
- 3.2.2. When a Guest accepts a quotation, Rusty Gate will recheck availability. If the requested Facilities are no longer available, Rusty Gate will notify the Guest and may propose alternative Facilities or dates, which will remain subject to availability until confirmed.
- 3.2.3. A booking is confirmed only once:
 - 3.2.3.1. the required Deposit or full Booking Charge has been received through an approved payment method; and
 - 3.2.3.2. written booking confirmation has been issued by Rusty Gate or its approved online booking system.
- 3.2.4. Unless otherwise stated in the quotation or booking platform, a Deposit equal to 50% of the Booking Charge is required immediately and must be paid within 1 (one) calendar day after the provisional booking or payment request is issued. If payment is not received by the due date, Rusty Gate may release the Facilities for booking by another Guest.
- 3.2.5. Where a booking is made 14 (fourteen) calendar days or fewer before the Arrival Date, the full Booking Charge is payable immediately, unless otherwise specified by Rusty Gate.
- 3.2.6. The outstanding balance of the Booking Charge must be paid no later than 14 (fourteen) calendar days before the Arrival Date.
- 3.2.7. If an outstanding balance is not received by its due date, Rusty Gate may notify the Guest that payment is overdue and may cancel the booking if payment is not received within the period specified in that notice. Any resulting cancellation charge will be determined in accordance with clause 3.4.
- 3.2.8. Guests wishing to extend their stay must request the extension at least 1 (one) calendar day before the original Departure Date. Any extension is subject to availability, the applicable rate and payment before commencement of the extended stay.
- 3.2.9. Payments must be made in South African Rand (ZAR) and without deduction for bank charges, exchange-rate differences or other transaction costs. Payment may be made by electronic funds transfer or through any digital payment channel approved by Rusty Gate.

3.3. Breakage Deposit

- 3.3.1. Rusty Gate may require payment of a refundable breakage deposit ("Breakage Deposit"). Where applicable, the required amount will be specified in the quotation or booking confirmation.
- 3.3.2. The minimum Breakage Deposit is R2,500.00 (two thousand five hundred rand). Where 10% (ten percent) of the Booking Charge exceeds R2,500.00, Rusty Gate may require a higher Breakage Deposit not exceeding 10% (ten percent) of the Booking Charge, having regard to the nature, value and extent of the Facilities and services booked.
- 3.3.3. The Breakage Deposit is separate from the Booking Charge, remains refundable subject to this clause 3.3 and will not form part of any cancellation charge.
- 3.3.4. Rusty Gate may deduct from the Breakage Deposit the reasonable cost of repairing damage, replacing missing or damaged items or providing extraordinary cleaning required as a result of the conduct of the Guest, any occupant, visitor or person allowed onto the Rusty Gate Property in connection with the booking. Normal wear and tear is excluded.
- 3.3.5. If Rusty Gate intends to make a deduction, it will notify the Guest in writing within 7 (seven) calendar days after the Departure Date and provide reasonable details of the damage, loss or extraordinary cleaning and the amount to be deducted.
- 3.3.6. The Breakage Deposit, or the remaining balance after any permitted deduction, will be refunded within 14 (fourteen) calendar days after the Departure Date. The refund will be made through the original payment method where reasonably possible or by electronic funds transfer, subject to the Guest providing valid and correct banking details where required. No cash refunds will be made.
- 3.3.7. If the reasonable cost of repairs, replacement or extraordinary cleaning exceeds the Breakage Deposit, Rusty Gate may invoice the Guest for the difference. The invoiced amount must be paid within 7 (seven) calendar days after the invoice is issued.

3.4. Cancellation, Date Changes and Refunds

- 3.4.1. Notice of cancellation must be submitted by e-mail to info@rustygate.co.za. A cancellation becomes effective on the date the cancellation e-mail is received by Rusty Gate.
- 3.4.2. The following maximum cancellation charges may apply:
 - 3.4.2.1. cancellation 14 (fourteen) calendar days or fewer before the Arrival Date: up to 100% (one hundred percent) of the Booking Charge;
 - 3.4.2.2. cancellation more than 14 (fourteen), but not more than 30 (thirty), calendar days before the Arrival Date: up to 50% (fifty percent) of the Booking Charge; and
 - 3.4.2.3. cancellation more than 30 (thirty) calendar days before the Arrival Date: up to 25% (twenty-five percent) of the Booking Charge.
- 3.4.3. Any cancellation charge will not exceed a reasonable amount permitted by applicable law. In determining the charge, Rusty Gate will consider the nature and value of the booking, the notice provided, the reasonable prospect of securing a replacement booking and the extent to which the cancelled Facilities are subsequently rebooked.
- 3.4.4. No cancellation charge will be imposed where the booking cannot be honoured because of the death or hospitalisation of the person for whom, or for whose benefit, the booking was made, provided that the Guest e-mails reasonable supporting documentation confirming the death or hospitalisation to info@rustygate.co.za together with the cancellation notice or as soon as reasonably possible thereafter. Rusty Gate is not required to waive the cancellation charge if satisfactory supporting documentation is not provided.
- 3.4.5. A request by the Guest to change the Arrival Date, Departure Date, Booked Facilities or other material elements of a Confirmed Booking is subject to availability and the rates applicable to the revised booking. Rusty Gate will advise the Guest before processing the change if it

- must be treated as a cancellation and new booking or if a cancellation charge will apply.
- 3.4.6. Failure to arrive without prior notice will be treated as a cancellation on the Arrival Date. No refund will ordinarily be payable for a no-show or for accommodation or services not used because of late arrival, early departure or a decision by the Guest to shorten the stay, subject to applicable law.
- 3.4.7. Any refundable amount due after deducting an applicable cancellation charge will be refunded within 14 (fourteen) calendar days after Rusty Gate receives the cancellation notice. Any Breakage Deposit paid will remain separately refundable and will not form part of the cancellation charge.
- 3.4.8. If Rusty Gate is unable to honour a Confirmed Booking, it will notify the Guest as soon as reasonably possible and offer suitable alternative Facilities or dates where available. If the Guest does not accept the alternative, Rusty Gate will refund all amounts paid for the unavailable booking. This clause does not limit any additional rights the Guest may have under applicable law.
- 3.4.9. Nothing in these Terms and Conditions limits any cancellation or cooling-off right that a Guest may have under applicable consumer-protection legislation.

4. ARRIVAL, DEPARTURE, CHECK-IN AND KEYS

4.1. Arrivals and Departures

- 4.1.1. The Booked Facilities will be available to the Guest from 15:00 on the Arrival Date.
- 4.1.2. The Guest must vacate the Booked Facilities by 10:00 on the Departure Date.
- 4.1.3. Access to or continued use of the Booked Facilities before the check-in time or after the check-out time requires Rusty Gate's prior written approval and is subject to operational requirements and availability.
- 4.1.4. If the Guest fails to vacate the Booked Facilities by 10:00 without prior written approval, Rusty Gate may charge a reasonable late-departure fee, having regard to the length of the delay and its effect on cleaning, servicing and any incoming booking. The charge will not exceed the applicable rate for one additional night in the Booked Facilities.
- 4.1.5. Requests for early arrival or late departure must be made before the Arrival Date. Approval remains subject to Rusty Gate's operational requirements and will be confirmed in writing.

4.2. Check-in and Keys

- 4.2.1. Rusty Gate operates a self-check-in process and the Guest is not required to check in at a reception area on arrival.
- 4.2.2. Access and key instructions will be provided directly to the Guest before the Arrival Date. The Guest must comply with those instructions and return all keys in the manner specified by Rusty Gate before departure.
- 4.2.3. The Guest is responsible for the safekeeping of all keys provided for the Booked Facilities and must notify Rusty Gate without delay if a key is lost or misplaced.
- 4.2.4. A replacement charge of R250.00 (two hundred and fifty rand) will apply to each key that is lost, misplaced or not returned as instructed.

5. SERVICES AND EXTRAS

5.1. Service Hours and After-Hours Assistance

- 5.1.1. The Rusty Gate office is open for bookings and general enquiries from 08:00 to 17:00, Monday to Friday, excluding public holidays.
- 5.1.2. An on-site caretaker is available for emergency and maintenance-related assistance outside office hours during the Guest's stay.
- 5.1.3. The applicable after-hours contact details will be provided privately to Guests in pre-arrival communications and on appropriate signage at the Rusty Gate Property. Private cell phone numbers will not be published in these Terms and Conditions.

5.2. Catering

- 5.2.1. Rusty Gate is a self-catering venue, and Guests are responsible for providing their own food, beverages and ice unless catering or another arrangement is expressly included in the quotation or booking confirmation.
- 5.2.2. Rusty Gate may provide contact details for independent catering service providers. Unless otherwise agreed in writing, the Guest is responsible for contracting and making payment directly with the selected service provider.

5.3. Cleaning Services

- 5.3.1. Routine cleaning services during a Guest's stay are not included in the accommodation rate.
- 5.3.2. Cleaning services, including dishwashing, sweeping and waste removal, are available at Eagle's Eyrie upon prior request and at an additional charge.
- 5.3.3. Routine cleaning services are not ordinarily available for cottage-only bookings. For extended cottage stays, Rusty Gate may arrange a linen change and basic cleaning on a case-by-case basis, subject to staff availability and any timing and charges agreed with the Guest.
- 5.3.4. Cleaning services must be arranged before the Arrival Date unless Rusty Gate agrees otherwise. Rusty Gate will confirm the applicable service, timing, rate and payment arrangements.

5.4. Cell Phone Reception and Internet Access

- 5.4.1. Cellular voice and data reception is available at Eagle's Eyrie and in other higher-lying areas of the Rusty Gate Property.
- 5.4.2. Guest Wi-Fi coverage is available at Eagle's Eyrie and all cottages.

- 5.4.3. Cellular and Wi-Fi services depend on third-party telecommunications and internet-service providers. Rusty Gate cannot guarantee uninterrupted availability, speed or reliability of these services.

6. USE OF FACILITIES

6.1. Use of Facilities and Contents

- 6.1.1. Guests must take reasonable care of the Booked Facilities and their associated infrastructure, equipment, furnishings and contents and may use them only for their intended purposes.
- 6.1.2. The Guest who made the booking is responsible for ensuring that all occupants, visitors, delegates, invitees and Guest-appointed service providers associated with the booking comply with these Terms and Conditions and with any reasonable instructions issued by Rusty Gate.
- 6.1.3. No item belonging to Rusty Gate may be removed from the Rusty Gate Property without Rusty Gate's prior written consent.
- 6.1.4. Guests must inspect the Booked Facilities and available inventories on arrival and report any existing damage, shortage or discrepancy to Rusty Gate within 24 (twenty-four) hours. Failure to report a discrepancy may be taken into account when determining whether damage or loss occurred during the Guest's stay but will not, by itself, constitute conclusive proof of liability.
- 6.1.5. Except for normal wear and tear, the Guest will be responsible for the reasonable cost of repairing damage, replacing missing or damaged items and providing extraordinary cleaning where required as a result of negligence, deliberate conduct, misuse or irresponsible behaviour by the Guest or any other person allowed onto the Rusty Gate Property in connection with the booking.
- 6.1.6. Any damage, breakage or loss occurring during the stay must be reported to Rusty Gate without delay.
- 6.1.7. If damage, missing items or a need for extraordinary cleaning is identified during or after the stay, Rusty Gate will notify the Guest in writing within 7 (seven) calendar days after the Departure Date and provide reasonable details of the matter and the applicable repair, replacement or cleaning cost.
- 6.1.8. Rusty Gate may deduct the reasonable cost from any Breakage Deposit in accordance with clause 3.3. If the reasonable cost exceeds the Breakage Deposit, or no Breakage Deposit was required, Rusty Gate may invoice the Guest for the outstanding amount. The invoice must be paid within 7 (seven) calendar days after it is issued.
- 6.1.9. The Guest must coordinate in advance with Rusty Gate any Guest-appointed service provider, equipment delivery, setup or breakdown associated with the booking. Access is limited to the persons, vehicles, areas and times agreed with Rusty Gate. Access outside the agreed booking period or to Facilities not included in the booking requires Rusty Gate's prior written approval and may be subject to additional charges agreed with the Guest.
- 6.1.10. The Guest must ensure that any activity or service provider arranged by the Guest complies with applicable law and holds any licence, permit or authorisation legally required for that activity or service. Rusty Gate may request reasonable proof before permitting the activity or service provider access to the Rusty Gate Property. This clause does not transfer or reduce any legal obligation resting on Rusty Gate.
- 6.1.11. Where the nature or scale of an event, activity or Guest-appointed service provider creates material additional risk, Rusty Gate may reasonably require the Guest or relevant service provider to hold suitable public liability insurance and provide proof of cover before access to the Rusty Gate Property or commencement of the activity. Rusty Gate must communicate any such requirement before the booking is confirmed, unless the requirement arises from a later requested change or information that was not previously disclosed.

6.2. Load Shedding and/or Power Supply Interruptions

- 6.2.1. A backup generator supplies electricity to Eagle's Eyrie during interruptions to the ESKOM electricity supply. The generator does not supply electricity to the cottages.
- 6.2.2. The generator is connected to an automatic transfer switch ("ATS") that automatically starts and stops the generator when an interruption to, or restoration of, the ESKOM electricity supply is detected, subject to the operating hours specified below.
- 6.2.3. During an ESKOM power-supply interruption, the generator's operating hours are:
 - 6.2.3.1. on the Arrival Date: from 15:00 until 01:00 the following morning;
 - 6.2.3.2. on each full day between the Arrival Date and Departure Date: from 07:00 until 01:00 the following morning; and
 - 6.2.3.3. on the Departure Date: from 07:00 until 10:00.
- 6.2.4. The generator will not ordinarily operate outside these hours. A Guest may request additional generator operating hours in writing. Any additional operation is subject to Rusty Gate's prior approval and payment by the Guest of the applicable additional operating charge.

6.3. Noise Disturbance

- 6.3.1. Rusty Gate is a serene and quiet venue for the enjoyment of all Guests. Guests must avoid unreasonable noise and respect other Guests, Rusty Gate personnel and persons residing on the Rusty Gate Property.
- 6.3.2. Music may be played at a reasonable volume provided that it does not disturb other Guests, personnel or residents.
- 6.3.3. For purposes of these Terms and Conditions, "loud music" means music that can be heard at and causes disturbance beyond the Facilities occupied by the Guest.
- 6.3.4. Loud music is permitted only where the entire venue has been booked for exclusive use and Rusty Gate has given prior written approval. Approval must be requested before the booking is confirmed.
- 6.3.5. Irrespective of any approval granted, loud music is not permitted:
 - 6.3.5.1. between 00:00 and 08:00 on any day; or
 - 6.3.5.2. at any time on a Sunday.

- 6.3.6. Rusty Gate may instruct a Guest to reduce the volume or stop any music or other noise causing a disturbance. The Guest must comply with the instruction immediately.
- 6.3.7. Unless Rusty Gate has given prior written approval, Guests may not use guest-supplied generators, off-road motorcycles or scramblers, quad bikes or other equipment or vehicles that cause unreasonable noise disturbance. This restriction does not prohibit ordinary arrival or departure using a road-legal motorcycle.

6.4. Pets

- 6.4.1. Guest and visitor pets are not permitted on the Rusty Gate Property.
- 6.4.2. A prospective Guest who requires a trained assistance animal because of a disability must contact Rusty Gate before making a booking. Rusty Gate will consider the request individually, having regard to the Guest's needs, applicable legal requirements and the safety and conservation considerations associated with the natural environment and wildlife on the Rusty Gate Property.
- 6.4.3. No animal may be brought onto the Rusty Gate Property unless Rusty Gate has given prior written approval.

6.5. Septic Tanks

- 6.5.1. Rusty Gate uses septic-tank systems to process sewage and greywater. These systems are sensitive to chemicals, foreign objects and excessive solid material that may cause blockages or damage.
- 6.5.2. Only human waste and toilet paper may be flushed down toilets. Sanitary products, wet wipes—including products marketed as flushable—nappies, condoms, cigarette butts, food waste and other foreign objects may not be flushed.
- 6.5.3. Rusty Gate provides single-ply toilet paper suitable for its septic systems. Guests must use toilet paper sparingly and only in quantities reasonably required.
- 6.5.4. Ordinary personal soap and shampoo may be used in reasonable quantities. Oils, fats, solvents, paint, medicines, harsh chemicals and cleaning products not supplied or approved by Rusty Gate may not be poured into toilets, basins or drains.
- 6.5.5. If a blockage or damage to the sewerage or septic system is caused by a prohibited item or misuse by a Guest, occupant or visitor associated with the booking, the Guest will be responsible for the reasonable cost of clearing the blockage or repairing the damage. Rusty Gate may recover the cost in accordance with clauses 3.3 and 6.1.8.

7. RESPECTING NATURE AND THE ENVIRONMENT

7.1. Safety in Natural Environment

- 7.1.1. The Rusty Gate Property is situated in the mountainous natural environment of the Riviersonderend Mountains and adjoins the Riviersonderend Nature Reserve without wildlife-proof boundary fencing.
- 7.1.2. Wild animals, including baboons, snakes and predators, may move freely through the Rusty Gate Property. Guests must remain alert and may not approach, feed, disturb or interfere with any wild animal.
- 7.1.3. The natural environment includes uneven and steep terrain, loose or slippery surfaces, changing weather conditions and areas that may be remote from immediate assistance. Guests must exercise reasonable care and consider their own fitness, experience and prevailing conditions before undertaking outdoor activities.
- 7.1.4. Guests must close the doors and windows of the Booked Facilities when unattended to reduce the risk of unwanted access by baboons, snakes or other wildlife.
- 7.1.5. Guests must, as far as reasonably possible, remain on gravel roads, designated walkways and marked hiking trails and must comply with all safety signs and reasonable instructions issued by Rusty Gate.
- 7.1.6. Leaving marked roads, walkways or trails materially increases the risk of injury, becoming lost or encountering wildlife. A Guest who chooses to leave these routes does so at their own risk, subject to any rights that cannot lawfully be excluded.
- 7.1.7. Rusty Gate may temporarily close any trail, route or outdoor area where reasonably necessary because of weather, fire risk, maintenance, conservation requirements or other safety considerations. Guests must comply with any such closure.

7.2. Recreation Dam, Kayaks and Zipline

- 7.2.1. The recreation dam, jetty, kayaks and zipline are outdoor recreational facilities situated in a natural environment. Their use involves inherent risks, including deep water, slippery or uneven surfaces, adverse weather, immersion in water and the risk of injury.
- 7.2.2. Rusty Gate does not provide supervision or lifeguard services at the recreation dam or any other dam on the Rusty Gate Property. Guests use these areas and facilities at their own risk, subject to any liability that cannot lawfully be excluded.
- 7.2.3. Minors must be accompanied and actively supervised by a responsible adult whenever they are at or near any dam or use a kayak, jetty or the zipline.
- 7.2.4. Guests must comply with all safety signage, instructions, closures and restrictions applicable to the recreation dam and its facilities. Equipment may be used only for its intended purpose and must not be removed, altered or misused.
- 7.2.5. Life jackets are available from Rusty Gate on request. Guests are advised to request and wear a life jacket when using kayaks or participating in other water-based activities.
- 7.2.6. Rusty Gate may restrict or withdraw access to the recreation dam, kayaks, jetty or zipline where reasonably necessary because of weather, water conditions, maintenance, damage or safety concerns.

7.3. Fire Safety

- 7.3.1. The natural vegetation on the Rusty Gate Property and surrounding areas, particularly indigenous fynbos, presents a significant veld-fire risk during hot, dry or windy conditions. Guests must exercise particular care with all flames, fires and heat sources.
- 7.3.2. Guests may make fires only in designated braai areas, fireplaces, fire pits and wood-burning stoves provided for that purpose.
- 7.3.3. A fire must never be left unattended and must be fully extinguished before the Guest leaves the area or goes to sleep.
- 7.3.4. No fire may be made elsewhere on the Rusty Gate Property or outside a designated facility.
- 7.3.5. Rusty Gate may prohibit or restrict all fires when reasonably necessary because of weather conditions, an elevated fire-danger rating, official restrictions or another safety concern. Guests must comply immediately with any related instruction.
- 7.3.6. Fireworks, sky lanterns and other pyrotechnic devices may not be brought onto or used anywhere on the Rusty Gate Property.
- 7.3.7. Any uncontrolled, unattended or unknown fire or smoke observed on or near the Rusty Gate Property must be reported to Rusty Gate personnel immediately using the emergency contact details provided to Guests.
- 7.3.8. Rusty Gate may require any unsafe conduct involving fire to cease immediately. Where the Guest or any other person allowed onto the Rusty Gate Property in connection with the booking materially breaches these fire-safety requirements or creates an immediate danger, Rusty Gate may terminate the stay and require the persons concerned to leave the Rusty Gate Property, subject to applicable law.
- 7.3.9. The Guest will be responsible for any loss, damage or reasonable emergency-response cost caused by the negligent, reckless or deliberate conduct of the Guest or any other person allowed onto the Rusty Gate Property in connection with the booking. Any suspected criminal conduct may be reported to the appropriate authorities.

7.4. Smoking and Vaping

- 7.4.1. Smoking or vaping any substance is not permitted inside any building on the Rusty Gate Property.
- 7.4.2. Smoking and vaping are permitted only in outdoor areas where doing so is safe, does not cause smoke or vapour to enter a building or unreasonably disturb another person, and is not prohibited by signage, applicable legislation, a fire restriction or an instruction from Rusty Gate.
- 7.4.3. Rusty Gate may temporarily prohibit smoking or vaping in any outdoor area when reasonably necessary because of weather conditions, elevated fire risk or another safety concern.
- 7.4.4. Cigarettes, cigars and similar materials must be fully extinguished and disposed of in an ashtray or another suitable non-combustible receptacle. Cigarette butts, stubs, matches and related waste may not be discarded on the ground, lawns or in the veld.

7.5. Water Usage

- 7.5.1. Water is a limited natural resource and Guests must use it responsibly and sparingly throughout their stay.
- 7.5.2. Rusty Gate may implement reasonable water-use restrictions because of drought, reduced water availability, infrastructure constraints, legal requirements or another operational necessity. Guests must comply with any restrictions or instructions communicated by Rusty Gate.
- 7.5.3. Guests must report any leaking tap, pipe, toilet or other abnormal water loss to Rusty Gate without delay.
- 7.5.4. Rusty Gate may instruct a Guest to stop any excessive, wasteful or prohibited use of water. A deliberate or repeated failure to comply with such an instruction, particularly where it creates a material risk to the available water supply or infrastructure, may constitute a material breach of these Terms and Conditions. Rusty Gate may take reasonable action in response, including terminating the stay where justified, subject to applicable law.

8. GENERAL LIABILITY PROVISIONS

8.1. Events Beyond Rusty Gate's Reasonable Control

- 8.1.1. Rusty Gate will take reasonable steps to prevent or minimise disruption to Guests. Rusty Gate will not be responsible for a delay, interruption or inability to provide Facilities or services to the extent caused by circumstances beyond its reasonable control, provided that Rusty Gate takes reasonable steps to mitigate the effect of those circumstances.
- 8.1.2. Such circumstances may include severe weather, wildfire, flooding, natural disaster, interruption of public electricity, water or telecommunications services, closure of access roads by a competent authority, industrial action, civil unrest, public-health emergencies, government action or another comparable event beyond Rusty Gate's reasonable control.
- 8.1.3. Rusty Gate will notify affected Guests as soon as reasonably possible and provide available information about the expected nature and duration of the disruption.
- 8.1.4. If an event contemplated in this clause prevents Rusty Gate from honouring a Confirmed Booking before the Arrival Date, Rusty Gate will deal with the booking in accordance with clause 3.4.8.
- 8.1.5. If the event materially interrupts the Facilities or services during a Guest's stay, Rusty Gate will take reasonable steps to restore the affected service, provide a reasonable alternative or make an appropriate adjustment or refund for the material portion of the booking that could not be provided.
- 8.1.6. This clause does not apply to an event or failure caused by Rusty Gate's negligence, failure to perform ordinary maintenance or failure to take reasonable operational precautions. It does not exclude any right or liability that cannot lawfully be excluded.

8.2. Assumption of Risk and Limitation of Liability

- 8.2.1. Guests and visitors acknowledge that the Rusty Gate Property is situated in a natural mountain environment and that the outdoor areas and

recreational activities involve inherent risks, including the risks described in clauses 7.1, 7.2 and 7.3.

- 8.2.2. Guests and visitors must exercise reasonable care for their own safety, comply with all safety instructions, warnings, signage and closures, use Facilities and equipment only for their intended purposes and ensure that minors are appropriately supervised.
- 8.2.3. To the extent permitted by law, Rusty Gate will not be liable for loss, damage, injury or death to the extent caused by:
 - 8.2.3.1. the negligent, reckless, deliberate or unlawful conduct of the Guest or visitor;
 - 8.2.3.2. a failure by the Guest or visitor to comply with these Terms and Conditions or any reasonable safety instruction, warning, signage or closure; or
 - 8.2.3.3. an inherent risk of the natural environment or recreational activity that materialises despite Rusty Gate having taken reasonable safety precautions.
- 8.2.4. Guests remain responsible for the safekeeping of their vehicles, money and personal belongings. Rusty Gate will not be liable for their theft, loss or damage unless the loss or damage was caused by Rusty Gate's negligence or another basis of liability that cannot lawfully be excluded.
- 8.2.5. The Guest who made the booking indemnifies Rusty Gate against a third-party claim only to the extent that the claim results from the negligent, reckless, deliberate or unlawful conduct of the Guest, an occupant, visitor or other person allowed onto the Rusty Gate Property in connection with the booking. This indemnity does not apply to the extent that the claim was caused or contributed to by Rusty Gate.
- 8.2.6. To the extent permitted by law, Rusty Gate will not be liable for indirect or consequential financial loss, loss of profit, loss of business or loss of opportunity arising from a booking or use of the Facilities.
- 8.2.7. Where Rusty Gate is legally liable for direct financial loss not involving personal injury or death, its aggregate liability will, to the extent permitted by law, not exceed the total Booking Charge applicable to the affected booking.
- 8.2.8. Nothing in this clause excludes or limits any liability that cannot lawfully be excluded or limited, including liability for loss attributable to Rusty Gate's gross negligence. The limitation in clause 8.2.7 does not apply to personal injury or death.

9. WEBSITE, ELECTRONIC COMMUNICATIONS AND PRIVACY

9.1. Website and Electronic Communications

- 9.1.1. Rusty Gate may provide information through its Website, e-mail, WhatsApp, automated messaging tools and other electronic communication channels.
- 9.1.2. Rusty Gate takes reasonable steps to keep this information accurate and current. General information may nevertheless change or contain an error and remains subject to confirmation in the applicable quotation or booking confirmation.
- 9.1.3. An automated response, availability indication or other pre-booking communication does not reserve Facilities or constitute confirmation of a booking. A booking is confirmed only in accordance with clause 3.2.3.
- 9.1.4. These Terms and Conditions, the quotation and the booking confirmation must be read together. The booking confirmation will determine the specific Facilities, dates, occupancy, price and services included in the booking. These Terms and Conditions will govern the general terms applicable to the booking.
- 9.1.5. If Rusty Gate identifies a material error in information provided before a booking is confirmed, it will notify the Guest and provide the correct information before proceeding. Nothing in this clause limits any right arising from a false, misleading or deceptive representation.

9.2. Privacy and Personal Information

- 9.2.1. Rusty Gate will process personal information in accordance with applicable data-protection legislation and its Privacy Policy.
- 9.2.2. Personal information may be processed by service providers supporting Rusty Gate's communication, quotation, booking, payment and customer-management functions, subject to appropriate confidentiality and security safeguards.
- 9.2.3. A Guest who provides personal information relating to another occupant, visitor or contact person must ensure that they are authorised to provide that information for purposes connected with the enquiry or booking.
- 9.2.4. Rusty Gate's current Privacy Policy is available on the Website or upon request by e-mail to info@rustygate.co.za.
- 9.2.5. Questions or requests concerning personal information may be submitted to info@rustygate.co.za.

10. GENERAL PROVISIONS

10.1. Applicable Version

- 10.1.1. The version of these Terms and Conditions in effect when a booking is confirmed will apply to that booking.
- 10.1.2. Rusty Gate may amend these Terms and Conditions from time to time. An amendment will not apply retrospectively to an existing Confirmed Booking unless required by law or agreed with the Guest in writing.

10.2. Booking-Specific Changes

- 10.2.1. Any agreed change to a Confirmed Booking must be recorded in writing by Rusty Gate.
- 10.2.2. A failure or delay by Rusty Gate in enforcing a provision on one occasion does not constitute a waiver of that provision or prevent its later enforcement.

10.3. Complaints and Opportunity to Remedy

- 10.3.1. A Guest must report any material problem with the Booked Facilities or services to Rusty Gate as soon as reasonably possible, preferably during the stay, to allow Rusty Gate a reasonable opportunity to investigate and remedy the problem.

- 10.3.2. A complaint may be submitted by e-mail to info@rustygate.co.za. Rusty Gate and the Guest will first attempt to resolve the complaint reasonably and in good faith.
- 10.3.3. Nothing in this clause prevents a Guest from exercising any right of complaint or redress available under applicable law.

10.4. Material Breach

- 10.4.1. If the Guest or any other person allowed onto the Rusty Gate Property in connection with the booking materially breaches these Terms and Conditions, causes a serious disturbance or creates a material safety, security, environmental or property risk, Rusty Gate may instruct the conduct to cease and may take reasonable action appropriate to the circumstances.
- 10.4.2. Where the breach is serious, continues after a reasonable instruction or creates an immediate danger, Rusty Gate may terminate the stay and require the persons concerned to leave the Rusty Gate Property, subject to applicable law. Any refund or amount remaining payable will be determined reasonably according to the circumstances and applicable law.

10.5. Severability

- 10.5.1. If any provision of these Terms and Conditions is found to be invalid or unenforceable, that provision will be severed or limited only to the extent necessary. The remaining provisions will continue to apply.

10.6. Governing Law and Jurisdiction

- 10.6.1. These Terms and Conditions and every booking are governed by the laws of the Republic of South Africa.
- 10.6.2. Subject to any right the Guest may have to approach a consumer-protection body, tribunal or another court with jurisdiction, the parties consent to the jurisdiction of an appropriate court in the Western Cape.