



FIJNBOSCH (PTY) LTD

TERMS & CONDITIONS

The following Terms & Conditions are applicable to all Contracts of any kind made by Fijnbosch PTY LTD and its Clients and apply to all reservations, bookings and agreements for accommodation, and use of any / all services at Fijnbosch. This applies to bookings whether made online through our own website, via a third-party website, or if made by telephone/email or in person.

We kindly ask that you take a moment to read these Terms & Conditions prior to making a booking. Please do not continue with the booking process if you are not in agreement with these Terms & Conditions as they are binding.

1. RATES

1.1 All rates are quoted in South African Rand.

1.2 Rates are per unit per night and are inclusive of accommodation only.

1.3 Rates are inclusive of 15% VAT.

1.4 Extra bed charges, and any other additional services will be charged separate.

1.5 All rates are strictly subject to availability and change.

1.6 Please note that the rate being offered on the website at the time of enquiry is not guaranteed if you do not complete and guarantee the booking at the same time and pay the necessary deposit.

1.7 Taxes are subject to change – according to SA Tax laws.

1.8 Fijnbosch reserves the right to refuse rates on specific / certain days, with or without prior notice.

1.9 A booking of 2 units or more requires prior approval from Fijnbosch and may be subject to group rates, surcharges, group terms & conditions and a separate contract. Please contact bookfijnbosch@daaiplekkie.co.za for rates and information. This applies to all bookings – telephonic, email, Daai Plekkie's own website as well as any third-party agent or website.

1.10 For a reservation of 2 units or more via our website, or via any third-party website; Fijnbosch is not obligated to honour the rate offered on the website and we reserve the right to re-quote the rate or cancel the reservation.

1.11 For group bookings, please contact our reservations department (bookfijnbosch@daaiplekkie.co.za) to quote according to group size and requirements.

2. GENERAL

2.1 For bookings via our website – a maximum of 2 units may be made by any one person for the same date(s). Please refer to points 1.9-1.11 above.

2.2 Fijnbosch will make every reasonable effort to ensure that the room type you have booked is allocated to you. However, it may be necessary for operational or safety reasons to allocate an alternative unit type, and we reserve the right to do so.

1 Baviaantjie Bend, Jacobs Bay, 7380, WESTERN CAPE



2.3 We reserve the right to charge your credit or debit card, with or without your presence, for damage caused by you to your unit or Fijnbosch's facilities during your stay (including without limitation specialist cleaning), or for any items that are found missing when you leave. This includes smoking in units and removal of unit amenities.

2.4 South Africa's Smoking law applies. Fijnbosch is smoke free. Guests are not permitted to smoke in any buildings. All our Fijnbosch units are non-smoking areas. A charge will be applied for smoking in the units, as they will then require deep cleaning on your departure.

2.5 Fijnbosch reserves the right to shut any of its venues without prior notice.

2.6 At certain times, facilities may become unavailable due to maintenance, adverse weather conditions or for other reasons. We will attempt to keep all the Fijnbosch Guests informed of these circumstances however this may not always be possible. If the use or availability of any facility is a significant reason for your stay, we would advise you to check directly with Fijnbosch in advance of your arrival.

2.7 In the unlikely event that Fijnbosch is unable to honour a booking, we reserve the right to relocate the Guest to an alternative Hotel/Guesthouse/Self-catering units of a similar standard in a nearby locality. If this is done in advance of the arrival date, Fijnbosch accepts no further liability, and any funds payable are to the new establishment.

Unfortunately, the same rate cannot be guaranteed.

If the accommodation has been prepaid, or the relocation occurs during your booked stay, a credit will be passed for paid funds not spent.

The extra and reasonable accommodation expenses incurred for equivalent accommodation may be borne by Fijnbosch – this will be for the first night only and will be at Fijnbosch discretion and decided on an individual basis dependent on the reason for the relocation.

The acceptance of this obligation (which will not release the Guest of the obligation to pay Fijnbosch the relevant charges incurred) shall be in lieu of all other liabilities or obligations, which are hereby explicitly excluded.

2.8 Parking is available free of charge to all Fijnbosch Guests. (See further details under the Loss / Liability heading.)

2.9 Should any of the provisions of these General Terms and Conditions be declared null and void or unenforceable, the remaining Conditions shall be maintained in the agreed terms. Fijnbosch reserves the right to substitute the term in question with another which most closely complies with the initial intent.

3. PRICING & RATE AVAILABILITY

3.1 We offer a full range of packages and pricing.

3.2 Once a rate is confirmed it may not be changed.

3.3 Our rates, packages and pricing will vary and fluctuate depending on availability and demand at any given time.

3.4 All prices are subject to change without prior notice.

3.5 Prices are subject to availability and are inclusive of VAT at the current prevailing rate.

3.6 Your rate is only guaranteed once you have been given a bookings confirmation number.

3.7 All rates, special offers and packages are as advertised in their entirety and are not exchangeable, transferable or negotiable.

3.8 Special offers & advance saver rates may have additional payment & cancellation terms & conditions which will be specified accordingly.



3.9 All rates featured on our website or quoted via telephone, email or otherwise are offered subject to availability and we reserve the right to refuse any booking for good reason.

3.10 Any changes to a booking will be subject to a re-calculation of rates, which may be more than the original rates.

3.11 Changes to arrival and / or departure dates or length of stay are subject to a re-quote and may be subject to the Cancellation/Refund Policy detailed below. Should your dates change, your agreed rate may no longer be available as we operate on a fluctuating BAR rate structure.

4. LOSS / LIABILITY / ACCOUNTABILITY, ETC.

4.1 Guests must report any loss or damage to Fijnbosch Manager immediately on discovery.

4.2 Neither Fijnbosch, its owners, their agents, contractors or employees shall be held liable for any loss, damage, destruction, injury or death which may be caused to, or by, any person or the assets, property or any other item of equipment or the likes thereof which may occur as a result of any foreseen or unforeseen event or any act or omission on the part of the Company, its owners, their agents, contractors or employees.

4.3 In the interest of security and to prevent fraud, Guests may be required to confirm their identity on check-in by providing their booking reference along with their passport, identity card or driving license and a valid credit or debit card. If Guests are travelling from outside of South Africa we are obliged by South African law to require Guests to provide the number and place of issue of the given passport / identity card and details of their fixed home address. These records will be copied and kept for a minimum of 12 months and may be disclosed or made available for inspection by any Police, Immigration or Government Officer or as otherwise required by applicable law in connection with the prevention or investigation of crime. The information above may be requested for each member of your party, including children, and we reserve the right to refuse entry to persons who cannot provide the information set out above.

4.4 For the avoidance of doubt, nothing in these terms and conditions shall operate to exclude or limit Fijnbosch liability for the death or personal injury of any person caused by the negligence of Fijnbosch or its employees or agents. Or to attempt to exclude or limit Fijnbosch liability in any manner which would be unlawful. Fijnbosch accepts no liability and will not pay any compensation where the performance of its obligations are prevented or affected directly or indirectly by, or as a result of force majeure or any circumstances beyond its reasonable control, including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, fire or failure of electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

4.5 All Guests are welcome to use our allocated parking spots which is secured with necessary security measures. However, cars and their contents are parked at the owner's own risk. We do not accept responsibility for any loss or damage, unless caused by Fijnbosch's willful misconduct.

4.6 Guests are strongly requested to make use of the in-room safes for all valuables. Fijnbosch does not accept any responsibility for loss or damage to any property.

4.7 Guests will be liable for any loss, damage or personal injury they may cause at Fijnbosch.

4.8 Whilst every reasonable effort will be made to fulfil any particular request which you may have in relation to your stay with us; we cannot guarantee that we will be able to meet such requests, and our failure in this regard will not constitute a breach of contract.

4.9 Guests are requested to not disrupt the comfort and enjoyment of other Guests, the smooth running of Fijnbosch, and to not cause offence to other Guests or to our staff members. The Hotel reserves the right to



refuse service and may insist that a Guest leave if he/she is causing a disturbance, annoying other Guests or Hotel staff or is behaving in an unacceptable or threatening manner.

4.10 All reasonable efforts have been made to ensure the accuracy of information on Fijnbosch's website as well as any third-party websites. Fijnbosch does not accept responsibility for errors or omissions and reserves the right to amend, cancel, supplement or vary any of the arrangements, information and rates featured on any of the websites without notice.

4.11 These Terms and Conditions are subject to South African law and any dispute in relation to them shall be subject to the exclusive jurisdiction of the South African Courts.

5. LOST PROPERTY

5.1 Please contact Fijnbosch's manager immediately on becoming aware that you have left items at Fijnbosch.

5.2 Any Guest property which is left behind in the units or elsewhere on the property will be kept in Lost & Found for a period of 90 days. Thereafter we reserve the right to donate any items to a Charity Fijnbosch choosing.

5.3 The Guest will be responsible for any packaging, postage or courier fees in getting items returned to them.

5.4 All unassigned property will be forwarded to a charity or disposed of depending on value.

6. COMPLAINTS OR COMMENTS

6.1 In the first instance, any complaint or comment regarding your stay should be made to Fijnbosch's Manager at the time of your stay so that we may be made aware thereof and have the opportunity to put things right before your departure.

6.2 Problems which cannot be resolved there and then should be made in writing to Fijnbosch's General Manager – bookfijnbosch@daaipekkie.co.za.

6.3 If the first we hear of your complaint is after your departure and via social media or press, we regret that we will not be able to rectify the issue or accept any wrongdoing.

7. CHECK-IN & CHECK-OUT

7.1 Check-in time for individual guests is from 14h00 and Check-out time is by 11h00.

7.2 Check-in time for groups is from 15h00 and Check-out time is by 10h00.

7.3 Early Check-in must be arranged prior to arrival, is subject to availability and may be charged according to the time of your check-in. If you require an early check-in with guarantee, we recommend booking the room from the day before your intended arrival.

7.4 Late Check-out is subject to availability. If you require a guaranteed late departure, we recommend booking the room for an extra day. Late check-outs without pre-booking cannot be guaranteed until the morning of your departure and may be charged according to the actual check-out time

8. ROOM INFORMATION & OCCUPANCY

8.1 We are unable to accommodate more than 2 persons in the Fijnbosch self-catering units. The only exception will be one child under the age of 16 years which we will accommodate although parents will be expected to provide



own mobile mattress/ bed and bedding.

8.2 Children over the age of 16 are regarded as adult; and we are not able to accommodate 3 adults in any unit type.

9. PETS

9.1 Regrettably we are unable to accommodate pets, other than service dogs, which are welcome by prior arrangement.

10. IMPAIRED MOBILITY

10.1 Guests with impaired mobility, or other requirements should check with the manager in advance to ensure that their needs can be accommodated. Please call or email Fijnbosch directly for particulars.

11. DEPOSIT & PAYMENT

11.1 At the time of check-in, we will take your credit/debit card details, and you authorize the use of this card for any sums that become owing to us. Fijnbosch also retains the right to request full payment in advance, at the time of booking.

Please note: The following applies to individual and group reservations or bookings made directly with Fijnbosch. Please note bookings on or with third-party websites is subject to its own booking, cancellation and/or payment terms and conditions:

The following applies to individual and group reservations:

INDIVIDUAL RESERVATIONS

11.2 All individual bookings must be guaranteed within 72 hours of making the reservation by paying a 50% deposit. Proof of payment is to be received and confirmed within this time period otherwise your booking will expire.

11.3 You will be required to present a valid credit/debit card, along with your matching ID on check-in, when the other 50% payment for your stay will be deducted (including unit rate, VAT and any extras booked). Should you have settled the full amount already on a third-party platform such as bookings.com, you need to present us with the payment and booking confirmation.

11.4 Should you wish to rather settle the remaining 50% via EFT on/prior to arrival, you will still be requested to provide valid credit/debit card details as security for any breaking deposits or incidentals that may be charged to your unit during or after your stay.

11.5 We may also choose to accept a cash deposit in place of the card/EFT payment for direct bookings, in which case the unit rate, VAT, unit levy, any extras booked and a daily amount for incidentals will be required on check-in.

11.6 All outstanding charges must be paid for in full on/before check-out. Should you leave without settling your final bill, all charges will be deducted from the credit card details provided without your presence and without Fijnbosch requesting further permission. Should there not be sufficient funds for the outstanding amount you will be held liable for such until the debt has been settled in full. Interest will be



charged on a pro-rata basis at a rate of the prime lending rate at that time.

11.7 Vouchers are required for all bookings received and must be advised of at the time of booking and presented on check-in, to be accepted.

GROUP RESERVATIONS – 2 or more Units

11.8 A 75% deposit is required for group bookings.

11.9 The balance of payment for the entire stay is required 30 days prior to arrival and the booking is subject to the cancellation fee/refund as detailed below from 60 days.

11.10 If booking is within 30 days of arrival, full payment is required on booking.

11.11 For all credit card transactions over R10,000 a 3.5% fee is applicable to group bookings. Wherever possible, payment by EFT (with no admin fee) is encouraged.

12. VOUCHERS

12.1 If you have a voucher, please advise us and provide the voucher number at the time of booking.

12.2 Vouchers not advised of and agreed upon, will not be accepted as a method of payment on departure.

12.3 Please present the voucher to Reception on arrival in order for it to be an accepted method of payment.

12.4 Vouchers are not interchangeable or exchangeable and only remain valid for the time / dates indicated on the voucher.

12.5 Under certain circumstances we may be able to extend the voucher (for a limited period of time). Please contact us to enquire. A fee of R500 administration fee will be payable. Regret we cannot extend a voucher once it has already expired.

13. CANCELLATION & REFUND POLICIES

By continuing with a booking, you agree to all of our Terms & Conditions and our Cancellation Policy. If you are not satisfied that our terms are reasonable, please do not make the booking as it is binding and not negotiable.

13.1 No verbal cancellations of reservations will be accepted.

13.2 All cancellations must be by email to bookfijnbosch@daaiplekkie.co.za

13.3 Cancellations are only confirmed once you have received a return email from Fijnbosch stating status of your reservation as such.

13.4 Cancellation fees are applicable to the entire length of stay and value of the booking.

13.5 Fijnbosch strongly recommends that you obtain travel insurance to prepare for any unforeseen events that may affect your travel plans as we are unable to offer refunds or credits outside of the cancellation policy detailed below.

Once a reservation has been confirmed, the following cancellation policy is applicable with immediate effect.

Regret there are no exceptions to the cancellation policy.



CANCELLATION/REFUND FEE STRUCTURE FOR INDIVIDUAL BOOKINGS

| Days Before Arrival | >14 | 14-8 | 7 days or less |
|---------------------|------|------|----------------|
| Refund | 100% | 50% | 0% |

13.6 The above cancellation/refund policy does not apply during the Festive Season – during which time refunds for cancellations made less than 30 days prior to arrival, or from time of booking if the booking is made less than 30 days prior to arrival, will be 0%.

13.7 In the event of a no-show, or should you not arrive on the stated arrival date, your unit will be released at 23:59 on the stated arrival date. In addition, no refund will be given and a cancellation fee for the remaining 50% of the entire booked period will be expected. Should you be delayed for any reason, please let us know so that we hold your unit for you. Relevant charges apply.

13.8 Should a Guest depart earlier than the confirmed departure date, no refund will be issued for funds already paid unfortunately.

GROUP RESERVATIONS CANCELLATION POLICY

13.9 All groups are subject to a 75% non-refundable deposit.

13.10 If the payment requested has not been received by the due date stipulated on your booking, the reservation will be released unless prior alternative arrangements have been made in writing.

13.11 The following Cancellation Policy applies including accommodation and any other venues, events, consumables or activities:

| Days Before Arrival | >60 | 59-31 | 30-0 |
|---------------------|------|-------|------|
| Refund | 100% | 50% | 0% |

13.12 The above cancellation/refund policy does not apply during the Festive Season – during which time refunds for cancellations made for group bookings less than 60 days prior to arrival, or from time of booking if the booking is made less than 60 days prior to arrival, will be 0%.

13.13 Where a cancellation is not made in accordance with our Cancellation Policy terms, we reserve the right to charge full fees, against your payment details provided, without your presence or further authorization being required.

13.14 If your method of payment is EFT, you will be billed and you will be liable to make full payment on demand.

Name and Surname:

Signature

1 Baviaantjie Bend, Jacobs Bay, 7380, WESTERN CAPE