



## AGREEMENT OF STAY

The Villa Owner, herein duly represented by Icon Villas Pty Ltd (acting as its agent and not as principal), hereby lets the premises to the Guests on the terms and conditions as set out in the Confirmation of Reservation and the terms and conditions in this Agreement of Stay. It is the Guest's responsibility to bring these terms and conditions to the attention of the payer and all other Guests and attendees, as it will apply to your relationship with the Villa Owner and its agent.

- The terms defined in the Confirmation of Reservation shall bear the same meaning in this Agreement of Stay;
- Reference to "this agreement" shall mean this Agreement of Stay as read with the Confirmation of Reservation;
- Reference to "the parties" shall mean the Guest (including its Agent) and the Villa Owner.

### 1. PERIOD OF RENTAL

- 1.1. The Guests may take occupation of the premises after 14h00 on the arrival date set out in the Confirmation of Reservation. An earlier arrival time may be arranged, subject to agreement between the parties, and payment of the applicable surcharge by the Guest.
- 1.2. On the departure date set out in the Confirmation of Reservation, The Guests shall vacate the premises and restore possession thereof in good order, condition and repair to the Villa Owner at 10h00. A later departure time may be arranged, subject to agreement between the parties, and payment of the applicable surcharge by the Guests.
- 1.3. If the Guests wishes to extend the period of rental, this must be arranged through Icon Villas on the following conditions:
  - 1.3.1. the premises must be available for a further rental period;
  - 1.3.2. the extension and additional rental must be agreed to in writing by the Guests and Icon Villas, acting on behalf of the Villa Owner, and shall be null and void unless:
    - 3.1.1.1 signed by both parties, and
    - 3.1.1.2 the Guest has paid the additional rental in full before the initial departure date designated on their Confirmation of Reservation. The Breakage Deposit shall not be used to pay for such additional rental;
  - 1.3.3. this agreement shall continue to apply during the further rental period;
  - 1.3.4. the Guests shall vacate the premises and restore possession thereof to the Villa Owner at 10h00 on the agreed extended departure date or as arranged between the parties.

### 2. GUEST

- 2.1. The persons that shall occupy the premises are only those set out in the Confirmation of Reservation and the Guests shall not allow any other person to occupy the premises unless with the prior written consent of the Villa Owner. **A fine equal to the per person cost per night (as per Confirmation of Reservation) will be charged should this prohibition be breached.**
- 2.2. The number of persons residing on or at the premises shall at no time exceed the maximum number stipulated in the Confirmation of Reservation.
- 2.3. The Guest shall not be entitled to sub-let and/or cede or assign all or any of his/her rights in terms of this agreement, or the premises, this Agreement of Stay being personal to the Parties.
- 2.4. The Premises is situated in a residential area which is subject to municipal by-laws prohibiting large parties, events & functions including bachelor or bachelorette parties, all of which are not permitted. No loud noise or music is allowed. All Guests and their visitors are required to adhere to these rules and by-laws, and to respect the peace and tranquillity of the neighbouring permanent residences. Noise levels should be kept down after business hours, when socializing on outdoor areas, and no external sound equipment or speakers may be brought in and used on the premises. No hooting, loud noise or shouting in the streets are permitted. The Guests warrant that they will do so.

### 3. RENTALS, CHARGES AND PENALTIES

- 3.1. Rental:
  - 3.1.1. The rental in respect of the premises shall be as set out in the Confirmation of Reservation or in the case of a Guest acting through an agent (hereinafter referred to as "the Agent"), as agreed upon between Icon Villas and the Agent of the Guest.
  - 3.1.2. A percentage of the rental shall be paid as a deposit ("the rental deposit") as set out in the Confirmation of Reservation (or in the case of a Guest acting through an agent, as agreed upon between Icon Villas and your Agent) and must be paid on the specified date in the Confirmation of Reservation. The reservation will only be confirmed if the rental deposit is paid and received by Icon Villas on such specified date. Confirmation of payment of the deposit shall promptly be e-mailed to [res@iconvillas.com](mailto:res@iconvillas.com) OR [admin@iconvillas.com](mailto:admin@iconvillas.com). The Guest acknowledges that unless such confirmation is e-mailed to Icon Villas, it shall not be possible to identify the payment and allocate it to the credit of the Guest or confirm the reservation.

- 3.1.3. The full balance of the rental shall be paid on or before the date specified in the Confirmation of Reservation, but in any event before the Guest's arrival date. The Guest will not be allowed to take occupation of the premises until the full rental and Breakage Deposits have been paid to and received by Icon Villas.
- 3.2. Breakage Deposit:
  - 3.2.1. The Guest shall pay to Icon Villas a Breakage Deposit in the amount and on the date as set out in the Confirmation of Reservation (or agreed upon between Icon Villas and your Agent). Such Breakage Deposit shall be held as a deposit on behalf of the Guest in the account of Icon Villas. The Villa Owner and/or Icon Villas shall have the right to apply the whole or a portion thereof towards payment of any liability of whatever nature for which the Guest is responsible, including but not limited to damages caused to the premises, replacement of items missing in inventory, charges for additional services not settled by the Guest and legal fees, if applicable.
  - 3.2.2. Icon Villas shall retain the Breakage Deposit until all repairs and/or replacements have been finalised. Should no repairs and/or replacements be necessary, the Breakage Deposit will be refunded fifteen days after the Guest's departure date. Should there be deductions from the Breakage Deposit, a R350.00 administration fee shall be payable by the Guest to Icon Villas and will be deducted from the Breakage Deposit by Icon Villas for every item sourced and replaced by Icon Villas.
  - 3.2.3. In the event that the Breakage Deposit is insufficient to cover the costs referred to in this clause 3.2 the Villa Owner and/or Icon Villas reserve the right to claim any further amount due directly from the Guest, which the Guest hereby undertakes to pay on demand.
- 3.3. Bank Charges:
  - 3.3.1. In the event that funds are transferred from a bank account within the Republic of South Africa ("RSA"):
  - 3.3.2. Such bank charges incurred during the normal course of a reservation, will be for Icon Villas' account, but excludes charges relating to the administration of Breakage Deposits which bank charges will be for the Guest's account and Icon Villas reserves the right to deduct this from the Guest's Breakage Deposit.
  - 3.3.3. In the event that funds are transferred from a bank account outside of the RSA, the following charges will be invoiced to the Guest to cover RSA's inward banking fees levied on international transactions:
  - 3.3.4. Where all costs and fees relating to the Guest's reservation with Icon Villas (before bank charges are taken into account) ("**Reservation Costs**") are smaller than or equal to ZAR80,000 a flat fee of ZAR400 will be charged for Icon Villa's bank charges;
  - 3.3.5. Where Reservation Costs are greater than ZAR80,000 and less than or equal to ZAR400,000 a fee calculated as 0,5% of the aforementioned amount will be charged in respect of our bank charges;
  - 3.3.6. Where Reservation Costs are greater than ZAR400,000 a fee calculated as 0,75% of the reservation cost will be charged;
  - 3.3.7. In the event that this policy is amended after invoice date but before the Guest's payment is received, Icon Villas reserves the right to deduct the difference between the amount invoiced and the amount chargeable per the new policy from the Guest's breakage and security deposit (see section 3.2 above), to recover its increased bank charges or costs.
- 3.4. Penalties: The Guests shall be liable to pay Icon Villas and or the Villa Owner the fees, charges or penalties for breach of this agreement, as stipulated in paragraph 18 – Penalties, to which the Guests hereby agree.
- 3.5. All payments shall be paid to Icon Villas by direct deposit into the account as stipulated on the invoice, free of bank charges, currency exchange rates and without deduction or set-off.

#### 4. EXTRA'S

- 4.1. The Guest shall, upon demand by Icon Villas, pay for any extra costs (telephone account, guest laundry, personal security, additional transfers, replacement costs for breakage/damaged goods, excursions and experiences, etc., all of which are not included in the initial invoice) incurred in respect of their reservation or during their stay, paid by Icon Villas on the Guest's behalf ("**Extra's**").
- 4.2. Extra's: All such Extra's (for example,) incurred on the Guest's behalf will be for the Guest's account and Icon Villas reserves the right to deduct this from the Guest's Breakage Deposit due to the Guest's non-payment of such Extra's or if a dispute were to arise about the Guest's liability for such Extra's.

A surcharge of 15% of the Extra's is payable to Villa Icon as its administration fee.

#### 5. GUEST'S OBLIGATIONS

- 5.1. The Guests, your Agent, the payer and its attendees, jointly and severally (herein collectively referred to as "**Guests**") shall be responsible for taking out and maintaining comprehensive travel, personal, health and general insurance in amounts sufficient to adequately cover all risks (including amongst others Force Majeure Events) and to compensate them for any loss, damage to, or destruction of any property, the premises or the death or injury of any person, **AND the GUESTS IRREVOCABLY INDEMNIFY ICON VILLAS AGAINST ANY LIABILITY IN THIS REGARD.**
- 5.2. The Guests shall:
  - 5.2.1. ensure that the details pertaining to their reservation is captured correctly in each quote and invoice, as Icon Villas accepts no responsibility for any loss, damages, delays or cancellations occasioned by incorrect information supplied by Guest's, or recorded in our documentation;
  - 5.2.2. Allow the Villa Owner or Icon Villas access to the premises at all reasonable times to inspect the condition and state of repair thereof and to carry out repairs, should the Villa Owner so desire;
  - 5.2.3. Keep the premises clean, habitable and tidy;
  - 5.2.4. Refrain from making any alterations or additions to the premises, or any part thereof;
  - 5.2.5. Refrain from doing or allowing anything that could damage the premises, or any part thereof;

- 5.2.6. Refrain from causing any noise or nuisance (including loud tv's, music or shouting) that would in any way disturb the quiet and peaceful occupation of the neighbours to the premises in compliance with local municipal regulations;
- 5.2.7. Use the premises for residential purposes only, and **refrain from hosting parties or events of any nature** without the prior written consent of the Villa Owner or Icon Villas;
- 5.2.8. Refrain from using the premises for any photographic or film location or as a venue for an event involving anyone other than the specified Guests specified in the Confirmation of Reservation;
- 5.2.9. Refrain from keeping pets on the premises, unless with the prior written consent of the Villa Owner or Icon Villas;
- 5.2.10. Comply with the rules of the Body Corporate, if applicable, and/or any House Rules applicable to the use of the premises as determined by the Villa Owner in his/her/its sole discretion;
- 5.2.11. Adhere to the times of arrival and departure as set out in the Confirmation of Reservation;
- 5.2.12. Ensure that you and all your Guests have the correct travel documents and meet all the visa and health requirements and that these documents are valid throughout the period of your stay;
- 5.3. The Guest's Agent hereby warrants its authority to transact herein on behalf of the Guest as its principal, and indemnifies Icon Villas against any loss or damage suffered by it due to the Agent lacking such authority or a proper mandate from the Guest.

## 6. VILLA OWNER'S OBLIGATIONS

The Villa Owner shall ensure that:

- 6.1. The premises are ready for occupation by the Guests as stipulated in the Confirmation of Reservation, subject to force majeure and other exclusions herein;
- 6.2. All remote controls, security discs and keys for internal and external doors, gates and garage doors of the premises are in working condition, made available and are clearly marked;
- 6.3. Adequate and neatly laid out operating instructions for appliances and equipment such as washing machines, swimming pools, security alarms, etc, are provided. The position of both the water stoppage and electricity box must be clearly indicated. Such instructions should be filed together with the applicable "House Rules" ;
- 6.4. The premises are covered by public liability insurance and there is/are visible fire extinguishers, subject to the Guests being responsible for all other insurance cover;
- 6.5. No pets, domestic or other animals are to be kept upon the premises unless alternative arrangements are made and agreed to in writing between the parties;
- 6.6. An adequate supply, in good condition, of clean crockery, cutlery, clothes hangers, bedding and linen is provided (plus a change set of each) together with at least two towels per Guest;
- 6.7. Sufficient heaters and/or fans are provided on the premises;
- 6.8. The telephone, electricity and water accounts and the accounts of other services such as the gardening services and/or pool services, if applicable, shall be paid up;
- 6.9. The premises shall be made available in good and clean condition and all fittings, appliances, equipment and amenities shall be in sound working order;
- 6.10. A qualified plumber checks that the geysers are in good working order prior to the arrival date;
- 6.11. Visible signs at the pool (if any) shall be erected to read "No diving" / "No running around the pool" / "Children to be supervised at all times";
- 6.12. Any decking areas are serviced and sanded annually, all screws are level, and a proof of maintenance is available for guests to view, if necessary.

## 7. ICON VILLA 'S RIGHTS AND OBLIGATIONS

- 7.1. Icon Villas (Icon Villas Pty Ltd), is the duly authorised representative of the Villa Owner, acting only as agent on behalf of the Villa Owner and does not transact herein as a principal in this agreement, and may inspect the premises at all reasonable times and:
  - 7.1.1. It reserves the right to terminate this agreement and the occupation of the premises by the Guest, should the Guests commit a serious material breach of this agreement, in Icon Villa's sole and absolute discretion, and the Guests shall have no claim against Icon Villas or the Villa Owner for such early termination of the agreement;
  - 7.1.2. any termination of this agreement in accordance with this clause, shall be on 12-hours prior written notice to the Guest and the Guest shall be required to vacate the premises immediately upon expiry of such 12-hour period, at its cost and without liability to the Villa Owner or your Agent, and be liable to the Penalties set out herein.
- 7.2. Icon Villas shall accept all payments set out herein on behalf of the Villa Owner.
- 7.3. Icon Villas is hereby authorised by the Villa Owner to undertake such actions as may be necessary or expedient in connection with the maintenance of the premises, and in its best interests or that of the Villa Owner, at the cost of the Villa Owner who will pay or reimburse Icon Villas for its reasonable expenses and services.
- 7.4. The Parties agree that Icon Villas reserves the right to let the premises to a third party in the event of cancellation by the Guest or failure of the Guest to arrive within 24 hours of the arrival date, which will result in charges and cancellation fees payable by the Guest.

## 8. INDEMNITY & LIMITATIONS OF LIABILITY

- 8.1. Icon Villas and/or the Villa Owner ("**Indemnified Parties**") shall take all reasonable steps and precautions to prevent accidents, injuries, damage and inconvenience to the Guests and will take reasonable steps to remedy the failure of any equipment or facilities from being in good working order, but the **Guests (as defined herein above) hereby accept that no amount of care or precaution can exclude risks inherent in the rental of the premises or use of its equipment and facilities, and hereby voluntarily associates itself with these inherent risks.**

- 8.2. Subject to the provisions of this agreement, **the Guests indemnifies Icon Villas and the Villa Owner against any liability, loss, claim or proceedings** (collectively referred to hereinafter as “**Claims**”), including Claims from any other party’s consequent upon the death or bodily injury or illness of any person, or damage to or physical loss of any property, or due to unlawful conduct by the Guests.
- 8.3. Guests stay at the premises at their sole risk, and the Guests (and also any minor children) hereby declare themselves familiar with the premises and the risks inherent in its use and **indemnify the Indemnified Parties as set out in 8.2 above against any and all risk, loss or damage of any kind.**
- 8.4. In the event that the premises include facilities such as amongst others a swimming pool, sauna, tennis or squash courts these facilities shall be used by the Guests at their sole risk. Children must be supervised at all times.
- 8.5. In consideration for the Villa Owner agreeing to lease the premises to the Indemnified Parties on the terms and conditions set out in the Confirmation of Reservation and this Agreement of Stay concluded between the Parties (collectively referred to as the “**agreements**”) the Guests, hereby irrevocably warrant agree and undertake as follows:
  - 8.5.1. to comply with the terms of the agreements and fulfil all obligations of the Guest as set out in the agreement;
  - 8.5.2. to abide by all laws of the Republic of South Africa – in this regard, I/we acknowledge that South African law lists and recognizes a number of sexual, alcohol-related and drug-related and noise nuisance offences and I/we shall not contravene any such law;
  - 8.5.3. to not commit nor permit any criminal offence and/or any unlawful act of whatsoever nature and howsoever arising to be committed on or around the premises;
  - 8.5.4. to ensure that any visitor or third party (“**attendee**”) entering or occupying the premises by arrangement with or at the invitation of a Guest shall not commit nor be permitted to commit any criminal offence and/or any unlawful act of whatsoever nature and howsoever arising on the premises, nor cause any loss or damage to the premises;
  - 8.5.5. that the Indemnified Parties shall be liable to Icon Villas and the Villa Owner for any loss, damage, penalty or injury arising and/ or resulting from my/our breach of the provisions of this agreement, and shall **hold Icon Villas and the Villa Owner harmless against all loss, damage or injury, from any cause arising**, which Icon Villas and/or the Villa Owner may sustain as a result of the Guests breach of this agreements, irrespective of whether such breach can be legally imputed to the Guests or by virtue of any legal duty upon Icon Villas or the Villa Owner not having been met;
  - 8.5.6. to pay you on demand whatever sum shall be owing to you arising from the indemnity set out in paragraph 8.5.5 above;
  - 8.5.7. that the Villa Owner shall be entitled to apply the deposit and interest thereon (as referred to in the agreements) towards the payment of any sum owing to the Villa Owner in terms of the above indemnity;

## 9. PRIVACY POLICY & CONSENT REGARDING PERSONAL INFORMATION

- 9.1. The Guests warrants that:
  - 9.1.1. the personal details of all Guests provided, are up to date and true and correct and undertake to inform Icon Villas and/or the Villa Owner immediately of any changes.
  - 9.1.2. that they understand that Icon Villas and/or the Villa Owner will not divulge any personal information to a third party (other than disclosed herein) unless required by law, and furthermore consent to Icon Villas and/or the Villa Owner contacting the Guests at or through the personal information provided and retaining and using such information, and
  - 9.1.3. Icon Villas will provide the Guests’ personal information provided to Icon Villas to third parties only for the purpose of complying with our legal accounting and financial requirements, delivering services to the Guests including facilitating payment, a refund, Extra’s or in providing services to Guest’s or the Villa Owner’s premises’ .
  - 9.1.4. They will ensure that this consent, which is hereby given, is brought to the attention of each Guest. The Guests confirm that they understand that they have the right to stipulate that certain information must be withheld from Icon Villas and/or the Villa Owner, and the Guests must do so in writing addressed to the following email: [Admin@iconvillas.com](mailto:Admin@iconvillas.com).
  - 9.1.5. they agree and understand that where Icon Villas and/or the Villa Owner provided third parties with their personal information they do not have control over the management and utilisation of that personal information, and the Guests accordingly **indemnify and hold Icon Villas and/or the Villa Owner and its officers and employees harmless against any damages or losses of whatsoever nature (including penalties and/or fines and legal costs on the scale of attorney and own client) suffered by Icon Villas and/or the Villa Owner or any Guest as a result of a breach by any third parties of their obligations under the Protection of Personal Information Act.**
  - 9.1.6. they hereby agree to the transfer/storage of their personal information cross-border if required and accept that Icon Villas and/or the Villa Owner will endeavour that the same level of protection is afforded to such information as that processed in South Africa.
- 9.2. By providing us with your personal information you agree that we may use and store such information you have provided to us, and send you e-mail messages with news and special offers from our suppliers. You may at any time elect not to receive such emails by clicking unsubscribe in the email footer or sending an email to this effect to us at: [admin@iconvillas.com](mailto:admin@iconvillas.com).
- 9.3. Our website may use “cookies” to customise it and make your visit to us more user-friendly. Cookies cannot harm your computer in any way and are an industry standard. They are small text files that contain only information provided by you, the visitor, to the website. Furthermore, you may configure your browsers to not accept our cookies.
- 9.4. The Guest hereby agrees that telephone calls may be recorded for quality control and to maintain our service standards, and that any content generated by the Guest on our social media platforms or directed or posted to us (e.g. in emails, reviews or ratings), can be used by us or by any third party with our consent, and the Guest irrevocably licenses such content to Icon Villas in perpetuity, at no fee and waives any rights to such content.

## 10. FORCE MAJEURE OR DESTRUCTION OF THE RENTAL PREMISES

- 10.1. Except where otherwise expressly stated in this agreement, Icon Villas and/or the Villa Owner shall not be liable to the Guest, your Agent, the payer or its attendees (hereinafter referred to as the “**Other Party**”) if Icon Villas and/or the Villa Owner (and/or its Supplier’s, “**Suppliers**”) contractual obligations to the Other Parties are adversely affected by any event which Icon Villas and/or the Villa Owner could not, even with all due care, foresee or avoid, and these Force Majeure Events can include, but are not limited to, war, threat of war, civil strife, terrorist activity (and its consequences or the threat of such activity), riot, the act of any government or other national or local authority, industrial dispute, natural or nuclear disaster, fire, chemical or biological disaster, adverse weather, epidemic, severe limitation/restriction of transportation facilities, failure or shortage of supplies, liquidation and legal impediment and all similar events outside the control of Icon Villas and/or the Villa Owner and/or its Suppliers (collectively referred to as the “**Force Majeure Event**”).
- 10.2. In the event that the rental or part thereof is terminated by Icon Villas and/or the Villa Owner or any Extras are cancelled by a Supplier due to a Force Majeure Event, as defined above, Icon Villas and/or the Villa Owner’s and/or the Supplier’s obligations under this agreement will be terminated in that respect, other than our or the Supplier’s obligation to refund the Guest as per paragraph 13 below (if applicable) and your obligation to pay our reservation fee (paragraph 12 below).
- 10.3. In the event of the total or partial destruction of the premises or any portion thereof by any cause not related to the fault or negligence of the Guest or any occupant of the premises, Icon Villas shall endeavour to provide the Guest with alternative accommodation of a suitable nature.

## 11. BREACH

- 11.1. Should the Guest breach this agreement in a material manner then Icon Villas shall be entitled to the remedies and penalties set out herein.

## 12. FEES

- 12.1. Icon Villas charges a reservation fee equal to 12% of the Reservation Costs and this fee is earned by Icon Villas upon your confirmation of the reservation. Once earned, the aforesaid reservation fee is immediately payable and not refundable, and you specifically agree that it may be subtracted from any monies paid to or held by Icon Villas, and will not form part of any credit card reverse charge. We may in some instances receive commission from suppliers.

## 13. CANCELLATION & REFUND POLICY

The parties agree that:

- 13.1. Should the Guest cancel or shorten their reservation for any reason, more than 3 months before the date of arrival, Icon Villas and/or the Villa Owner shall **retain 30% of the Reservation Costs plus an administration fee of R750.00 as a cancellation charge**.
- 13.2. Should the Guest cancel or shorten their reservation for any reason, less than 3 months before the date of arrival, Icon Villas and/or the Villa Owner **shall retain the full 50% rental deposit plus an administration fee of R750.00 as a cancellation charge**.
- 13.3. Should the Guest cancel or shorten their reservation less than 6 weeks before the date of arrival, for whatever any reason, Icon Villas and/or the Villa Owner shall **retain 75% of the Reservation Costs as cancellation charge**.
- 13.4. Should the Guest cancel or shorten the rental less than 4 weeks before the date of arrival after the full accommodation fee has been paid, for any reason, **the full Reservation Cost will be retained as cancellation fee or be payable as such**.
- 13.5. Any refunds due to the Guest is subject to exchange control approval, if applicable, and bank charges, all of which are for the Guests account.

## 14. COURT JURISDICTION

The parties’ consent to the exclusive jurisdiction of the Western Cape High Court, Cape Town in South Africa having jurisdiction over the premises in respect of any legal proceedings arising from this agreement or the Guest’s occupation of the premises.

## 15. SURETYSHIP

**Should two or more persons conclude this agreement as the Guests, such persons (if adults) shall be jointly and severally liable in solidum for the due performance of the Guest’s obligations in terms of this agreement**, which shall include the Agent of the Guests, where that Agent lacked authority to conclude the Agreement or any part thereof

## 16. APPLICABLE LAW

Regardless of the place of execution, performance or domicile of the parties, this agreement and all modifications and amendments thereof shall be governed by and construed under and in accordance with the laws of South Africa.

## 17. DOMICILIUM CITANDI ET EXECUTANDI

- 17.1. The Guest appoints the address of the rented premises set out in the Confirmation of Reservation as his domicilium citandi et executandi for all purposes under this agreement and agree to accept service of all legal documents **at** such premises.
- 17.2. The Villa Owner and Icon Villas appoint the business address of Icon Villas as their domicilium citandi et executandi for all purposes under this agreement.

## 18. FEES AND PENALTIES

18.1. The Guest records his/her/their consent to the terms of the agreements and the following Penalties payable for breach of the agreements to Icon Villas:

18.1.1.	Late Departure	<b>A % of daily rate</b>
18.1.2.	Non arrival:	<b>100% cancellation fee</b>
18.1.3.	Early arrival or check-in	Call-out fee between R350 – R950. Early arrival fee % of daily rate
18.1.4.	Breakage	As per invoice
18.1.5.	Bank Charges	As per clause 3.3 above
18.1.6.	Noise nuisance:	Call out fee R 5,000.00 Penalty of R20,000 for eviction will be imposed on the Guest and will be deducted from the damage deposit
18.1.7.	Unauthorised guests in premises:	% of daily fee of Premises
18.1.8.	Extra's	Based on our invoice for actual expense plus our administration fee of <b>15%</b>
18.1.9.	Admin Fee	R500
18.1.10.	Cleaning Fee	Between R900-R2500 depending size of property

## 19. MISCELLANEOUS

19.1. Guests are alerted to the possible loss of electricity supply during their stay, as a consequence of the national power utility (Eskom) experiencing outages from time to time. The period of the outages depends on the loadshedding stages which are published by Eskom at <https://loadshedding.eskom.co.za> or <https://sepush.co.za/>, from time to time.

19.2. These electricity interruptions are outside of our control and part of staying in South Africa and therefore **will not qualify as a force majeure event or breach by the Villa Owner of their rental agreement** with Guests. Some premises have backup generators or solar energy, but this is not guaranteed.