



Seareenity Holiday Homes Pty Ltd
Reg: 2023/717207/07
R102, Old Main Road
Selborne Golf Estate
Pennington Kwazulu-Natal
4184

TERMS AND CONDITIONS

Seareenity Holiday Homes Pty Ltd

Please read the following terms and conditions carefully. **Without signed booking and indemnity forms, access to the estate or property will not be granted.** By signing and submitting the booking form, you indicate your acceptance of these terms and conditions.

ARRIVALS & DEPARTURES

1. **Check-In and Check-Out Times:**
 - Check-in is from **2:00 p.m.** on the day of arrival.
 - Check-out is by **10:00 a.m.** on the day of departure.
 - Early check-in or late check-out may be arranged **only with prior written approval** and may incur additional charges.
2. **Turnover Period:**
 - The hours between 10:00 a.m. and 2:00 p.m. are reserved for cleaning, sanitizing, and preparing the villa for the next guests. This includes deep cleaning, fresh linen, and restocking of amenities.
3. **Deposit Refunds:**
 - Deposits will be refunded within **10 days** of departure, (When applicable) provided the villa is left in a satisfactory condition.
 - Any damages, repairs, or replacements will be deducted from the deposit. If costs exceed the deposit amount, the main guest will be invoiced for the difference. Failure to pay the invoice will result in legal action.
4. **Keys, Access Cards, and Remotes:**
 - All keys, access cards, and remotes must be returned to Seareenity staff or left in the villa upon departure.
 - The cards, keys and remotes may also be dropped at the Hotel, or at Body corporate.
 - If any items are missing, **100% of the deposit will be forfeited.**
5. **Arrival Instructions:**
 - Directions, access codes, and other relevant information will be sent to the main guest on the morning of arrival.

CONDUCT

1. **General Behaviour:**
 - Guests must conduct themselves appropriately at all times while on the estate, in the villa, on beaches, and in public areas.
 - All estate rules and regulations must be adhered to. A copy of these rules will be provided at the property (See Villa house manual, located in the house).
2. **Wildlife:**
 - The estate is home to various wildlife species, including monkeys, buck, snakes, and birds.
 - **Feeding or disturbing wildlife is strictly prohibited.**
 - Reckless behaviour that endangers wildlife or guests will result in fines and/or immediate removal from the estate.

3. **Noise and Disturbances:**

- Quiet hours are from **10:00 p.m. to 7:00 a.m.** daily.
- Noise complaints will result in the following fines:
 - **1st warning:** R500
 - **2nd warning:** R1,000
 - **3rd warning:** Removal from the estate by security.

4. **Guest Count:**

- The number of guests must not exceed the maximum occupancy stated in the booking.
- If the guest count exceeds the maximum without prior notice, the booking will be terminated immediately, and no refunds will be issued.

5. **Villa Substitution:**

- Searentity Holiday Homes reserves the right to substitute the booked villa with another of similar or higher quality if the original villa becomes unavailable for any reason.

6. **Booking Confirmation:**

- Villas are only reserved upon receipt of a **50% deposit**, which is **non-refundable**.

INDEMNITY & DISCLAIMERS

1. **Liability Waiver:**

- All guests and visitors enter and reside on the property at their own risk.
- Searentity Holiday Homes, its owners, employees, Selborne Golf Estate/Eden Rock Forest Estate, agents, and contractors are not liable for any injury, death, loss, theft, or damage to personal belongings under any circumstances.

2. **Right of Admission Reserved:**

- Searentity Holiday Homes reserves the right to refuse entry or remove any guest or visitor for misconduct or violation of these terms.

3. **Indemnity:**

- The main guest agrees to indemnify and hold Searentity Holiday Homes/Eden Rock Forest Estate, its owners, employees, Selborne Golf Estate, agents, and contractors harmless against any claims, damages, or losses arising from their stay.

4. **No Warranties:**

- Searentity Holiday Homes does not guarantee or warrant the availability of specific services or facilities beyond what is stated in the booking agreement.

HOUSEKEEPING

1. **COVID-19 and Hygiene:**

- While Searentity takes every precaution to minimize the spread of COVID-19 and other illnesses, we cannot be held liable if guests contract any virus or disease during their stay.
- Guests are expected to act responsibly and follow all hygiene guidelines.

2. **Housekeeper Interaction:**

- Guests are encouraged to report any issues with housekeeping or property hygiene to Searentity Holiday Homes immediately.
- Leftover food or personal items may be gifted to the housekeeper instead of being discarded.
- Tipping housekeepers is appreciated but not mandatory.
- Housekeepers do not wash personal items or run personal errands for guests. Clothing can be washed at an additional cost. Please notify admin in this situation.



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ADDITIONAL TERMS & CONDITIONS

1. **Cancellation Policy:**
 - Cancellations made **30 days or more** before arrival will forfeit the 50% deposit.
 - Cancellations made **less than 30 days** before arrival will result in a 100% forfeiture of the total booking cost.
 - Special Cancellation Policy for Peak Season (Dec 15 - Jan 15)
For all stays between **December 15 and January 15:**
 - Cancellations made **60 days or more** before arrival: Guests will receive a 50% refund. 50% of the total booking amount is forfeited.
 - Cancellations made **less than 60 days before arrival:** No refund will be issued. The full booking amount is forfeited to Seareenity.
2. **Security Deposit:**
 - A security deposit is required upon check-in to cover potential damages or additional cleaning fees. This deposit will be refunded within 10 days of departure (Where applicable), subject to inspection.
3. **Pet Policy:**
 - Pets are **not allowed**. Due to the wildlife on the estate, no pets of any sort will be allowed.
4. **Smoking Policy:**
 - Smoking is **strictly prohibited** inside all villas. Designated smoking areas are available outside.
5. **Force Majeure:**
 - Seareenity Holiday Homes is not liable for any failure or delay in performance due to events beyond our control, including but not limited to natural disasters, pandemics, or government restrictions.
6. **Third-Party Services:**
 - Any third-party services (e.g., tours, activities) booked through Seareenity are subject to the terms and conditions of the service provider.

DECLARATION

By electronically signing this document, I, the **Main Guest**, confirm that:

1. All details provided in the booking are accurate and complete.
2. I have read, understood, and agreed to the **Terms and Conditions** outlined in this agreement.
3. I accept full responsibility for any damages, breakages, or violations of these terms during my stay.
4. I will ensure that all guests in my party are aware of and comply with these terms.

Legally Binding Electronic Signature

By providing your electronic signature, you acknowledge and agree that:

1. Your electronic signature is legally binding and has the same legal effect as a handwritten signature.
2. You consent to conduct transactions electronically, including signing agreements and receiving disclosures.
3. You have the ability to access, download, and print this document for your records.
4. You may withdraw your consent to conduct business electronically by contacting Seareenity Holiday Homes in writing. However, any transactions completed before your withdrawal will remain valid and enforceable.