

I/We hereby acknowledge that I/We accept and will fully comply with and abide by the **NOTICES, RULES, INDEMNITIES, COMMON COURTESIES, OBLIGATIONS AND CAUTIONS** and without reserve. I/We enter these premises AND participate in any or all activities at my/our own risk and indemnify and absolve **Elephant Rock Inn**, its **Members, Management** and **staff members** of any damage or loss to my/our personal property, physical injury or death (or that of my spouse, children, family members or group forming part of this reservation). I/We take full responsibility for the safety of aforesaid guests including medical care and emergency assistance and am/are fully aware of and consent to and agree that **Elephant Rock Inn, Members, its Management** and **staff members or its Contractors and Suppliers** will not be held responsible or liable for any accident or incident or resultant medical or emergency care or assistance including those listed/stated herein.

Dear Guests and Visitors,

Thank you so much for your reservation and visit - welcome to **Elephant Rock Inn!**

To ensure the enjoyment, safety and wellbeing of all Guests and Visitors, we specifically bring to your attention the following important notices, rules, indemnities, common courtesies, obligations and cautions, these terms of which are subject to and conditional for all reservations and entry to **Elephant Rock Inn:**

You may or may not be aware that as of 26 May 2014, the Immigration Act 13 of 2002 (the "Act") has been amended. Section 40(1) of the Act, read together with Regulation 36, states that, inter alia, all hotels and motels must keep a register containing details of all persons who are provided with lodging or sleeping accommodation. The Register must, in respect of a lodger, contain:

1. his or her full names and surname;
2. a copy of his or her identification document or passport;
3. his or her residence status in the Republic; and
4. his or her normal residential address.

Under the Act each lodger must sign the register and furnish the prescribed particulars regarding himself or herself.

Penalties for non-compliance, both for the guest and the premises, include:

1. Guilty of an offence / crime;
2. Fine; and/or
3. Imprisonment for a period not exceeding 12 months.

Visitors are not allowed in guest rooms.

Note that **Elephant Rock Inn** also complies with POPI (Protection of Personal Information Act) a copy of which can be found at: <http://www.justice.gov.za/legislation/acts/2013-004.pdf>

1. **CANCELLATION AND PAYMENT POLICY:**

- In order to confirm a reservation, a 50% deposit is required.
- Please note that a reservation is not secure until this deposit requirement has been met.
- Elephant Rock Inn reserves the right to automatically release any accommodation being held, where the required deposit has not been received.
- The balance of the accommodation and all other costs must be paid in full, on arrival.
- Elephant Rock Inn reserves the right to cancel the booking should payment not be received.
- All extras must be settled at the time of departure.

- In the event of premature departure we will charge for the full original booking and there will be no refund;
- Cancellation 7 days before date of arrival, or no-show – Guest forfeits 100% of the first night.
- More than 7 days prior to arrival : 50% cancellation fee
- More than 30 days prior to arrival : 0% cancellation fee
- Our cancellation policy is applicable regardless of whether payments have or have not been received by Elephant Rock Inn.
- Travel Cancellation Insurance / Cancelled, Delayed Flights or Any Other Cause. In the unlikely event of a cancellation of a booking, travel insurance should cover our cancellation terms. Should this however not be covered, or in the absence of such insurance, the guest will remain personally liable for our cancellation fees.
- Although Elephant Rock Inn staff will do everything in their power to resolve municipal issues relating to water and/or electricity interruptions, I/we agree not to hold Elephant Rock Inn responsible for such interruptions and accept that Elephant Rock Inn will not refund monies on grounds of such interruptions nor will Elephant Rock Inn be held liable for any loss sustained as a result of these interruptions.

2. All Guests, and Visitors are required to please first immediately present themselves on arrival for check-in at **Elephant Rock Inn** Reception, before proceeding to the accommodation units, or any guest area.

3. Guests or visitors must settle all outstanding amounts before departure. Please note that the guest/visitor will be held personally responsible for any outstanding monies owed to **Elephant Rock Inn**. In the event that payment is the responsibility of any third party such as a company or any other party and such

party fails to make payment, then the guest or visitor agrees to be held jointly and severally responsible for such monies.

4. **Check-in and Check-out:**

- Check-in time for Guests is at or after 14h00 on the day of arrival and check-out is not later than 10h00 on the day of departure. Early check-in and late check-out will attract Day Visitor rates for all guests.
- Day Visitors check-in time is after 08h00 and check-out is not later than 18h00. Late check-out of day visitors will attract overnight rates applicable to all guests.
- Any Guests, who arrive early, may take occupation of booked units if same are available. If units are not ready, then guests may leave their belongings with reception;
- No persons are permitted to sleep-over without registering as a guest and paying the relevant fees;
- Our gates and Reception close at 22h00 daily and regrettably no check-in can be done after 22h00 unless by prior arrangement with Elephant Rock Inn. Please note that an additional surcharge of R200 will be applicable for every check-in after 22h00.

5. **Keys, Remote Controls, Tags and Breakages.**

Guests, and Visitors agree and accept liability and responsibility by signature hereof and agree to pay in full for any and/all damages caused in or outside of the relevant accommodation units whether accidental or deliberate. Such damages will be payable by the Guest or Visitors even if such breakage or damage becomes apparent after departure of the guest/visitor;

6. Guests and Day Visitors are not permitted to remove or move around and displace any furniture, fittings, furnishings, home or furniture including garden furniture, TVs, sound equipment, etc., unless authorized by prior arrangement with **Elephant Rock Inn** Management.

7. Guests and Visitors enter the premises at **Elephant Rock Inn** entirely at their own risk and responsibility. Whilst we take precaution to facilitate the reasonable safety and comfort of our Guests and Visitors, irrespective of unintended failure or negligence of **Elephant Rock Inn**, its members, owners, management, staff, employees, drivers, suppliers, service providers, Contractors or Contractor's employees and Team Building Facilitators or event organizers, **Elephant Rock Inn** cannot and will not be held liable or responsible for any liability or costs resulting from death, injury, loss or damage suffered or any such act caused to any person or personal property in any form whatsoever whilst on the premises, or when participating in any of the activities including swimming, braaing or other activities, or when being transported to and from airports, historical sites or any other location, etc.

8. We also have a swimming pool, and as such, any guest or visitors using the swimming pool and surrounding area are utilizing such facilities entirely at their own risk and that they are fully aware that there are no lifesaving facilities of any nature provided and therefore indemnify **Elephant Rock Inn** and the owners of this facility in full and shall have no claim of whatsoever nature against **Elephant Rock Inn** and the owners including any claim from any injury/ bodily harm/death and or/loss of property which could arise from the use of this facility. Guests and Day Visitors are requested to supervise children who use the swimming pool. Minors are the sole responsibility of the parents, guardian(s) or the person or persons in whose care they are whilst at Elephant Rock Inn or whilst using its facilities. Attention is specifically drawn to the reality that leaving children unattended is both dangerous and irresponsible, and could lead to injury or death for which **Elephant Rock Inn, Members, its Management and staff members or its Contractors and Suppliers** cannot be liable or take responsibility. In order to ensure your safety and enjoyment at the pool, only plastic glasses and bottles are allowed in the swimming pool area. Please note that should any glass items be taken to the pool and subsequently break, causing injury to other guests or requiring that the pool be drained, cleared and refilled, the guest will be liable for all associated costs.

NO day visitors without prior agreement/notification and payment of relevant day visitor rates. No lodge towels allowed at pool.

Note that intoxicated persons are not allowed in or around the pool.

9. Regrettably pets are not allowed to be brought in by Guests, or Day Visitors. Exceptions are possible provided specific prior arrangements are made with Elephant Rock Inn Management, which permission may be granted at the sole discretion of Elephant Rock Inn.

10. Guests, and Day Visitors are requested not to engage with, solicit or request the staff or Contractor's staff of **Elephant Rock Inn** to assist or perform any work, fetching, carrying, cleaning up, etc. of any nature. Should something need to be done, please directly approach **Elephant Rock Inn's** Management for assistance.
11. Guests, and Day Visitors are requested to refrain from offering the staff or Contractor's staff of **Elephant Rock Inn** any alcoholic beverages.
12. Fire hazards and non-smoking zones - fires may strictly only be made and lit in the designated fire places. There are demarcated smoking areas. Smoking in the units or any other building is strictly prohibited - by law. Burning of mosquito coils or any other product in the units/rooms is strictly forbidden, Guests who make themselves guilty of an offence agree to be held personally liable for cleaning costs and any other costs which may arise from smoking or burning of any other products within the units, rooms or any other nonsmoking area. The lighting or activation of fireworks in any form, shape or size is strictly prohibited.
13. Guests and Day Visitors are requested to please be considerate and cognisant that loud music or undue rowdiness and drunken, inebriated, intoxicated, disorderly or unruly conduct and behaviour will not be tolerated. Music from Guest's and Day Visitor's own sound systems brought onto the premises will not be allowed unless with prior approval of **Elephant Rock Inn** at **Elephant Rock Inns'** sole discretion. Guests are also requested not to hang any form of washing in any of the guest areas. In the event of un-cooperation and continued refusal of any Guests or Visitors to comply with reasonable behaviour, such Guests or visitors will regrettably be requested to immediately leave **Elephant Rock Inn** without refund of fees.

Elephant Rock Inn reserves the right without prejudice or any further recourse by you or your Group to sever, to cancel and to terminate your patronage, stay and continued presence on our premises if any of the **NOTICES, RULES, INDEMNITIES, COMMON COURTESIES, OBLIGATIONS AND CAUTIONS** are not followed and adhered to by you or any member of your group, or if your party's or group's behavior becomes a disturbance or is unruly, offensive, abusive, threatening, destructive or unacceptable to any other guests, visitors, neighbours, staff or management of **Elephant Rock Inn**.

These **NOTICES, RULES, INDEMNITIES, COMMON COURTESIES, OBLIGATIONS AND CAUTIONS** are as much for your protection, safety and comfort as for that of the other Guests, and Visitors as well as for the staff and management of **Elephant Rock Inn**.

By signing this indemnity form I state that I have read and understood the terms and conditions and that I am aware that the Terms and Conditions are to be read in conjunction with the Indemnity form.

COMPLAINTS OR COMMENTS

We take our guests' satisfaction very seriously. Any complaint or comment regarding your stay with us should be made in the first instance to the Elephant Rock Inn's manager at the time of your stay so that we can attempt to resolve it immediately.

Problems which cannot be resolved there and then should be notified in writing to Réan van de Luytgaarden, luyt@telkomsa.net

We hope that you will have a pleasant stay with us.