

**Agreement of lease made and entered into by and between  
the Ireland Trust  
(hereinafter called the lessor) and**

\_\_\_\_\_ (hereinafter called the lessee)  
\_\_\_\_\_ identity/passport number

The lessor hereby lets to and the lessee hereby hires from the lessor Salty Sands, situated at 24 Hewitt Road, Salt Rock, KZN, South Africa.

1. A deposit of 50% is payable within 48 hours of confirming your booking. No booking is guaranteed until this payment is received, and the Terms & Conditions are signed. Please email proof of payment [to saltysands24@gmail.com](mailto:saltysands24@gmail.com). If your payment is not received within 48 hours, your booking will be cancelled.

Please report any breakages or damage to us. If anything is broken, this should be replaced 'like for like' by the Guest to ensure a full refund of the breakage deposit.

The breakage deposit of one night's rental will be refunded within 7-10 working days of your departure, and if a damage claim arises from your stay then we will endeavour to have it resolved as soon as possible and for your remaining deposit to be refunded within 14 working days. The Guest will be liable for all costs associated with reinstating the home to the original condition and any costs associated with the recovery of such additional monies.

Please supply us with your correct bank account details in order for us to process the refund timeously. Should you not hold a valid South African bank account there will be an international transfer fee which will be on charged for refunds that will be deducted from your deposit.

**Bank:**

acc. name:

acc. no:

branch code:

branch name:

type:

2. No rental refunds will be made in the event that the property is vacated earlier than the period you have booked for.

3. Payment Refund and/or Booking Cancellation Conditions:

3.1 20% of your initial 50% deposit is non-refundable and will be lost if the booking is cancelled at any point after payment has been received.

3.2. If you cancel in writing between 60 and 40 days before your holiday commences you will lose 80% of your total holiday booking cost. Your breakages deposit will be refunded in full immediately.

3.3 If you cancel in writing between 40 and 30 days before your holiday commences you will lose 90% of your total holiday booking cost. Your breakages deposit will be refunded in full immediately

3.4 If you cancel in writing between 30 and 0 days of your holiday commencing, you will lose 100% of your total holiday booking cost. Your breakages deposit will be refunded in full immediately.

4. We reserve the right to deduct any amount due in the respect of damage/breakages/loss/theft of any items and specifically any apparent misuse of linen and/or towels from your deposit, and refund the balance to you. You will be notified of any claims within 7 working days of your departure. If the claim amount exceeds the breakage deposit being held at the time of departure, then the extra amount will need to be paid by EFT to us.

5. No parties, loud disturbances, or reckless behaviour will be tolerated during your stay at our homes. Should we receive complaints about disturbances, we reserve the right to evict you without a refund. If you depart later than the check-out time of 10 am, without having permission, you will be charged and held liable.

6. The holiday home may only be rented if a responsible, mature adult accompanies the group - i.e. no pupil or student groups allowed. We favour family bookings. This is a family home and will not be rented for party groups. Keys will only be handed over to a responsible adult.

7. The remaining balance of your rental is payable 60 days (2 months) prior to your arrival by way of bank transfer (EFT). Failure to make the final payment will result in the cancellation of your booking and forfeiture of your deposit. Kindly be aware that if you are transferring funds outside of South Africa, we will not be held liable for any bank charges or differences in currency fluctuations.

8. If you need to pay from an International bank account, then please make us aware of this. Please note we are not responsible for your bank charges, please accept these as your cost when making the payment online. If you are arriving or booking within the 60-day period, the full amount is due immediately to secure the booking.

9. There are strictly NO PETS ALLOWED on any of the properties unless with PRIOR permission from the Homeowner. If a pet is found in the property without permission, then we will request that it be removed immediately, and you could forfeit your deposit if the pet has done any damage or fumigation/extra cleaning is required to the home. If Guests cancel their booking or leave early due to the pet having to be removed there will be no refund for the remaining days.

10. There is strictly no smoking allowed in the homes and if you are found to be smoking inside then you could forfeit your deposit if the smoking has done any damage or fumigation/extra cleaning is required to the home. Please smoke in the designated areas or outside the home, using ashtrays for cigarette butts.

11. Please note that a maximum of two Guests per bedroom will be allowed unless extra beds have been provided by the Homeowner. If your guest numbers increase at any point it is important that you notify us. All enquiries are accepted on the information provided to the homeowner. Any changes to this need to be agreed upon by the homeowner.

If more Guests are found to be staying on the Property during your stay than stated on your original Terms and Conditions, then they will be asked to leave immediately and a charge of R1000 per additional guest will be charged for each night that they have stayed on the Property. There will be a charge of R1500 per night per guest that exceeds the max amount of guests allowed for that Property. If Guests cancel their booking or leave early due to the extra Guests having to be removed from the Property there will be no refund for the remaining nights.

Day visitors are allowed.

No camping on the property will be allowed and no additional guests are allowed to sleep on couches/sofas or mattresses unless otherwise arranged in advance. Any additional guests will be charged. Additional bed changes in between will be charged.

Any additional guests will be charged and will result in deposit deductions

12. The home will have Housekeeping service 7 days a week, 8 am until 2 pm unless otherwise specified.

Housekeepers do not work on public holidays unless arranged by prior booking and the extra cost is agreed to and paid in advance.

The Housekeepers are there to clean the house and a reasonable number of dishes as well as two FREE loads of washing per day for guests. Please note that any loads after that will be charged for washing and folding. We ask that Guests do their own ironing if an item requires it.

Housekeepers handle light cleaning needed for the upkeep of your holiday home. Typically they'll tidy living rooms, kitchen, halls and bathrooms, sweep, mop floors, make beds, and empty trash. They will wash dishes in the morning and again before they go off at 14:00. Bedrooms will be tidied in the morning.

13. Please note that towels and linen are included in your stay. Towels will be changed every 3-4 day and linen once a week. Any extra linen or towels cleaned over and above this will be charged to the Guest account and taken off the breakage deposit.

The following will be supplied and included in the holiday rental to ensure your arrival is comfortable: Bedding, towels, toilet paper, sunlight liquid, dishwasher tablets, refuse bags and basic cleaning equipment will be supplied during your stay, however, we do ask that guests supply their own washing powder and fabric softener for personal items.

The house is fully equipped with essential amenities to make your stay comfortable and convenient. Each home is stocked with kitchen essentials such as cookware, utensils, and dinnerware.

We don't provide daily supplies of braai spice, salt & pepper, sugar, coffee, and milk to accommodate individual preferences. Please note that personal care items like body wash and sunscreen are not included, allowing guests the freedom to use their preferred products during their stay.

14. While the Housekeepers are experienced we accept no liability for any damage they may cause to your property when providing personal services. If you have delicate or expensive clothing items, please advise the Housekeepers of this when requesting their services. The staff is key to a successful holiday and the efficient running of your holiday home, please treat them with the utmost respect at all times. We will not tolerate our staff being treated badly.

15. Parents will be responsible for any additional costs should children accidentally wet their beds, this will include the change of bedding and professional cleaning and sanitizing of the mattresses.

Regretfully our staff are unable to babysit, wash cars, do shopping/unpack shopping or anything besides their designated duties.

16. PLEASE NOTE Faulty television sets, air-conditioning units and other electrical appliances will be repaired as soon as reasonably possible, Monday to Friday, 8 am to 4 pm. (Except Public Holidays). No reductions or refunds in the price of the letting will be made or allowed as a result of such faults or any other problems that may arise. In some cases, air-conditioning along the coast will stop working unexpectedly, in the unlikely event that it does, the Home Owner reserves the right to substitute the air-cons with portable air-cons/fans (subject to availability) until such time the air-conditioning can be fixed. Please note the repair of any appliance has to be approved by the owner of the home before we can arrange repairs/replacements.

17. You will be contacted in advance of your arrival via email/WhatsApp to arrange your check-in time. At the end of your holiday, you will be sent a link to complete a 'Feedback & Deposit Refund Form. If you are departing early in the morning, please ensure the staff is paid for any overtime and/or laundry, and either leave the key with us or arrange a place where to leave the key.

18. We do not accept any responsibility or liability whatsoever for any loss or damage to persons or property of any Guest or any other person in occupation of the rented premises. The premises are used entirely at the occupant's own risk and Guests are responsible for insuring their own movables. Please contact us if at any stage you have concerns about security. Any breaches of security should be reported to the police and home security as soon as possible. Please ensure that the alarms (if any) are activated at night and when you are away from the premises.

The lessee hereby agrees to indemnify the lessor and to hold them harmless against all and any claims made by the lessee in connection with all and any losses or damages that the lessee may suffer due to any cause whatsoever including but not limited to theft, power outages and any loss of internet connection. water restrictions are to be adhered to and abuse will result in additional charges deducted off the deposit. please enquire if your rental is affected by restrictions.

The lessee(s) agrees to waive all rights to compensation, in respect of injury or death to persons or loss of or damage to property which may occur whilst on or about the premises, and agree to indemnify the lessor/hosts/agent/housekeepers or home owners in respect of all claims for personal injury or loss of or damage to property which may occur during their stay on or about the premises.

Please note that it is the lessee's responsibility to find out if pool nets are offered and to remove and place the net securely after use and that by signing the lease agreement the lessor is not held responsible for any loss of life or injury to any person or object whilst using this swimming pool.

#### **Loadshedding Disclaimer**

Please note that South Africa's electricity supplier, Eskom, has implemented loadshedding (scheduled power outages) for the foreseeable future.

Currently load shedding is part of the South African experience; it is beyond our control and we cannot be held accountable for any gap between your expectations of a holiday homes' loadshedding provision, and the actual provision.

**ARRIVAL DAY**

Check-in will only be available from 14:00 onwards. No early arrival will be accommodated without prior arrangements. Please note that we do not offer storage for luggage drops prior to check-in times. Any shopping or deliveries need to be received by the guest, in person.

**DEPARTURE DAY**

Check-out: Late departures without prior arrangements will be charged a penalty fee. For unplanned late check-outs after 10 am, guests will be charged R500 per hour for the first two hours, and then R1000 per hour thereafter.

**My signature on this rental agreement acknowledges that I am responsible for an inventory check on check in and check out. The inventory list can be found in the blue house file that is handed to you on check in. Discrepancies must be reported. If not reported immediately, our team will use the inventory check pre- and post-checkout to refund your deposit.**

I, \_\_\_\_\_ as a condition of this lease, agree to the terms and conditions contained herein and return this completed form to the Lessor.

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_