



TERMS AND CONDITIONS - ESTABLISHMENTS

Listing with Genstrat financing cc t/a Accommodation Cape Agulhas

DEFINITIONS

The terms "Accommodation Cape Agulhas", "ourselves", "our", "us" and "we" refer to the company Genstrat financing cc t/a Accommodation Cape Agulhas (Reg no 2003/046872/23) whose physical address is 19 Church Street, Struisbaai, 7285, South Africa.

The terms "you" and "your" refer to the person or entity advertising, having advertised or seeking to advertise one or many accommodation establishments using the Accommodation Cape Agulhas software, or any person or entity representing this/these establishments while using Accommodation Cape Agulhas software, or any person or entity representing this/these establishments in any form of communication with Accommodation Cape Agulhas Customers.

"Party" and "parties" refer to both the "you" and "ourselves", or either "you" or "ourselves".

The terms "Accommodation Cape Agulhas Software" or "our Software" refer to all websites or software applications owned or controlled by Accommodation Cape Agulhas, and all other websites or software applications powered by the Accommodation Cape Agulhas system, and all third-party websites or software applications that make use of data provided by Accommodation Cape Agulhas, and all databases or file storage owned or controlled by Accommodation Cape Agulhas, and all social media or blog accounts owned or controlled by Accommodation Cape Agulhas.

The term "your Establishment" refers to one or many accommodation establishments that you advertise, have advertised or seek to advertise on Accommodation Cape Agulhas software. "Your Establishment" refers to both the physical building and/or location of your accommodation establishment, as well as its business operations as an accommodation provider and related hospitality services.

The term “your Content” refers to any information provided by you to Accommodation Cape Agulhas with respect to your Establishment. This includes, but is not limited to, photographs, descriptions, rates, and seasons, contact information, personal information, characteristics, availability information and location information. It includes information provided to us via our software, via email, verbally or collected by ourselves with your permission. It also includes any information related to your Establishment that is provided to us via third-party availability software.

The term "your Listing" refers to elements of your Content and other associated material that collectively comprise the display of your Establishment on Accommodation Cape Agulhas software whether it is displayed publicly or not.

The term “Listed” or “to List” or “the Listing” refers to the general public display of your Listing on Accommodation Cape Agulhas software, in whole or in part, in any place in the Accommodation Cape Agulhas Software.

The term “Delist” or “Delisting” refers to the removal of your Listing from public display on Accommodation Cape Agulhas software, in whole or in part, from some places in Accommodation Cape Agulhas Software or from all places in Accommodation Cape Agulhas Software or from any other platforms where Accommodation Cape Agulhas decided to advertise your establishment.

The term “Customer”, “Client” or “Guest” refers collectively to the person who, with the aid of Accommodation Cape Agulhas software, found and/or booked at your Establishment and to those guests for whom the booking was made,

The term “Total Booking Value” refers to the total booking value quoted, or the total booking value returned by third-party availability software for a particular booking, as the case may be. “Total Booking Value” includes any extra fees that may be charged, such as cleaning fees. It also includes other services that are specified as ‘included’ in your quotation, messages to the Customer, verbal communication with the Customer or our staff, or described in any of your Content.

The term “Applicable Cancellation Policy” in relation to a booking, is the authoritative description of the refund due to the a customer in the event that they cancel or have cancelled their booking at your Establishment.

Any use of the above terminology or other words in the singular, plural, capitalization, past tense, present tense, future tense and/or he/she or they, are taken as interchangeable and therefore as referring to same.

THE COMPANY

Name: Genstrat financing cc t/a Accommodation Cape Agulhas

Registration number: 2003/046872/23

Director: Sanelle Genade.

Contact details:

(C) +27 73 254 7700

e-mail:

info@rentalsinstruisbaai.co.za

sanelle@accommodationcapeagulhas.co.za

Address: 19 Church Street, Struisbaai, 7285 Western Cape, South Africa

ACCEPTANCE OF THIS AGREEMENT BY YOU

You make use of Accommodation Cape Agulhas's services and websites, subject to the terms and conditions outlined in this document.

YOUR LISTING

We reserve the right to withdraw or deny the Listing of your Establishment on Accommodation Cape Agulhas's software or any other platforms where Accommodation Cape Agulhas wishes to advertise your establishment.

We shall not be liable for any damage, loss or liability of whatsoever nature arising from us withdrawing or denying the Listing of your Establishment, or from any loss of information supplied by you.

Accommodation Cape Agulhas reserves the right to present accommodation options to Customers in any order, or in any position in the Accommodation Cape Agulhas software. Our criteria for the ordering or position of your Listing in our software need not be transparent and may be changed at any time without notice.

Your listing may be displayed alongside any other media and/or content, including banners and adverts for any product. You will not be entitled to any revenue that may be generated from said advertising.

Accommodation Cape Agulhas may, in its sole discretion, unilaterally Delist your Establishment from our software at any time without notice.

If you request for your Establishment to be Delisted from our software, Accommodation Cape Agulhas will Delist your Establishment within seven working days.

You will have no recourse against Accommodation Cape Agulhas or any related person for being Delisted. Accommodation Cape Agulhas need not provide any reason for Delisting your Establishment.

While we can Delist you for any reason, whether or not this has been agreed to by you,

here is a non-exhaustive list of reasons for Delisting:

- unfair discrimination against Customers
- low quality service
- bad value for money
- owing us money
- bad press related to your Establishment

In the event of your Establishment's Delisting, the rights and obligations of all parties under the terms of this agreement will persist.

In the event of your Establishment's Delisting, the rights of any Customers already introduced via the Accommodation Cape Agulhas software will persist.

In the event of your Establishment's Delisting, Accommodation Cape Agulhas reserves the right to use any of your Content for any marketing material that may already have been designed or advertising space that may already have been purchased.

In the event of your Delisting, Accommodation Cape Agulhas reserves the right to always retain your Content in the Accommodation Cape Agulhas Software, and to display your Listing to Customers who may have already made past enquiries or bookings at your Establishment.

We reserve the right to alter your Listing at any time to be in line with best practices on the Accommodation Cape Agulhas Software. We are not required to notify you of any such changes.

You warrant that your Content (including, but not limited to, text and photographs) is original and that you have the right to use it for marketing purposes. You warrant that none of your Content in any way breaches or infringes the copyright of any third-party, whatsoever, and you hereby indemnify us against any and all claims by third parties in respect of any breach or alleged breach of intellectual property rights as a result of your Content.

By uploading your Content, you grant us permission to make perpetual use of this content for any reason including, but not limited to, the advertising or promoting your Listing, advertising or promoting any tourism destinations, advertising or promoting Accommodation Cape Agulhas Software or advertising or promoting any brands owned by Accommodation Cape Agulhas or partnered with Accommodation Cape Agulhas.

This right will survive beyond this agreement.

You grant us the right to make adaptations of your Content including, but not limited to, cropped photographs, rewritten descriptions, and translations, and to display this adapted content on your Listing. You do not have ownership of this adapted content, and cannot make use of this adapted content without written permission from us.

We may use your Content in any media, including but not limited to social media, print and television without notice.

You undertake to ensure that your Content accurately represents your Establishment, as well as to notify us of material changes to your Establishment that would be relevant to Accommodation Cape Agulhas and/or Customers introduced by Accommodation Cape Agulhas.

You undertake to ensure that all your Content is correct and continuously updated, including, but not limited to, the description of your rates, availability, and the services offered. In the event where we do not receive any feedback from you on suggested price increases, Accommodation Cape Agulhas will assume that you accept these changes.

In the event of a change of management or ownership of your Establishment, it is your responsibility to notify Accommodation Cape Agulhas as such.

REVIEWS

Accommodation Cape Agulhas may publish guest comments and/or reviews on or in connection with your Listing.

Accommodation Cape Agulhas is not liable or responsible in any way for the verification or accuracy of any such guest comments published.

Accommodation Cape Agulhas will not be liable for any direct or indirect loss or damage of whatsoever nature and howsoever arising as a result of any guest comments published on or in connection with your Listing.

PAYMENTS

You hereby appoint Accommodation Cape Agulhas as your agent, eligible to receive payments on your behalf with respect to any bookings at your establishment made through Accommodation Cape Agulhas software.

Accommodation Cape Agulhas will only pay to you all amounts collected by us from the Customer, subject to the deductions specified on pages 8-11.

Accommodation Cape Agulhas will pay monies due to you within a week after the month end of the booking taking place. You agree to honour bookings processed by Accommodation Cape Agulhas prior to receipt of these funds. International transfers may take even longer.

You agree that on occasion certain payments from us to you may be delayed due to unforeseen circumstances, including high usage periods that may render online banking services unusable, or in situations where the details regarding the amount owed to you is under dispute, or where we have not yet received your banking details or sufficient proof thereof when required.

It is your responsibility to provide Accommodation Cape Agulhas with your correct bank details, as well as proof thereof if requested. Should a change in ownership or bank account take place, you must immediately notify Accommodation Cape Agulhas accordingly. Accommodation Cape Agulhas will not be held responsible for payments made into incorrect accounts if we are not notified timeously of changes to your bank details.

Accommodation Cape Agulhas may offset any amounts you may owe to Accommodation Cape Agulhas for any reason against any amounts that Accommodation Cape Agulhas owes you, including but not limited to our commission earned on any bookings.

Accommodation Cape Agulhas may charge the Customer additional fees in connection with our services provided in assisting them with their accommodation booking at your Establishment. You will have no claim over any such fees paid to Accommodation Cape Agulhas for additional services or otherwise.

You agree that you will not disclose or display Accommodation Cape Agulhas's commission to any Customer or other person or Establishment.

It is your responsibility to ensure that in the case of new ownership or management of your Establishment, the new owner or manager will honour this agreement and any existing bookings that had been made via Accommodation Cape Agulhas. You will, however, also remain liable in terms of this agreement.

DELIVERY

You hereby agree to honour bookings reported as “confirmed” by Accommodation Cape Agulhas regardless of whether you have yet received any associated payments. An instant booking is confirmed when payment by a customer is made to Accommodation Cape Agulhas by electronic funds transfer or when Accommodation Cape Agulhas receives proof of such payment.

NON-DELIVERY

Anticipated non-delivery occurs when Accommodation Cape Agulhas reasonably expects that non-delivery may occur for an upcoming booking. Anticipated non-delivery is considered as non-delivery for all purposes in this contract.

Examples of non-delivery include, but are not limited to, the following:

- Instances of double booking with your personal usage dates, where you cannot honour the Customer’s stay as exactly specified in their booking.
- Unilateral cancellation from your side, or any refusal by you to honour the booking
- Instances where the Customer’s booking is not honoured by new ownership or management of your Establishment, or due to your Establishment having ceased business operations.

Examples of anticipated non-delivery include, but are not limited to:

- Bad press relating to your Establishment.
- Riots that makes it dangerous to enter your town or region.
- Natural disaster in or nearby to your region.
- State of disaster declared by the South African government.

In the case of a non-delivered booking, the Customer may choose to receive either a full-refund or, in the case where they have not yet completed their stay, a replacement booking for those nights not yet completed.

Cases of non-delivery are not subject to Accommodation Cape Agulhas’s usual cancellation policy.

- You will be liable for any amounts that may have already been paid to you for the non-delivered booking.
- You will forfeit any amounts currently owed to you for the non-delivered booking.
- Accommodation Cape Agulhas will retain our right to invoice you for the commission on the Total Booking Value of non-delivered booking.

In the case where a Customer elects for Accommodation Cape Agulhas to find a replacement booking as a result of your non-delivery, Accommodation Cape Agulhas will attempt to find a replacement booking that meets the Customer Expectation. You

acknowledge that in some cases, especially during high season, this may result in the replacement booking costing substantially more than the Total Booking Value. You will be liable to Accommodation Cape Agulhas for the difference in cost between the Total Booking Value of the non-delivered booking and the replacement booking, for those nights that were replaced, as well as the commission lost by Accommodation Cape Agulhas on the Total Booking Value on this non-deliverable booking.

CANCELLATIONS AND REFUNDS

Accommodation Cape Agulhas reserves the right to retain all the commission it had earned on any cancelled booking. In the event of a cancelled booking, Accommodation Cape Agulhas's cancellation policy will apply. This policy shall be viewable by the guests and is legally binding. The following cancellation fees shall be applicable and shall be calculated by reference to funds received at that point.

Should the booking be cancelled 31 days or more prior to the check-in date, a cancellation fee of 20% of the funds received at that point.

Should the booking be cancelled 30 days or less prior to the check-in date, 100% of the funds received at that point.

This policy will apply to any inconvenience caused by e.g., COVID related Regulations potentially promulgated with regards to restrictions on beach access etc. And if any Regulations prohibit guest taking occupation, then a cancellation fee of 20% funds received at that point, will be charged.

Accommodation Cape Agulhas may take action to recover unpaid debts from you, including but not limited to, offsetting your debt against other amounts we owe you, delisting your Establishment, employing a debt collection agency, or blacklisting you in the industry. In such circumstances, interest may be retrospectively applied to any outstanding amounts at a rate of 5 percentage points above the prime lending rate.

FRAUDULENT TRANSACTIONS AND FALSE PAYMENTS

You acknowledge that in the event of a Customer's payment being a fraudulent credit card payment, fraudulent bank deposit, fraudulent proof of payment or in the event of a Customer's payment being reversed for any reason by the bank or any other agency, Accommodation Cape Agulhas's responsibility is limited to the forfeiture of any commission it may have earned on the booking and you are responsible for the repayment of any payment you may have received in respect of the booking, irrespective of the Applicable Cancellation Policy for that booking. This amount should be refunded to us immediately on notification by us to you that the payment has been reversed out of our bank account.

AFFILIATE PARTNERSHIPS

Accommodation Cape Agulhas may, from time to time, partner with other websites, apps

or companies for purposes including, but not limited to, further promoting properties listed on the Accommodation Cape Agulhas software.

Accommodation Cape Agulhas may, at its sole discretion, extend all rights granted to it to said partners.

Accommodation Cape Agulhas is under no obligation to inform you of any partnerships that may be entered, or to inform you of any sharing of your Content with a partner, or to specifically note which enquiries or bookings were introduced by a partner.

Accommodation Cape Agulhas will not be liable to you for the actions of affiliate partners, including in respect to our use of your Content.

CHANGE OF AGREEMENT

This agreement or any part thereof may at any time be changed after a 48-hour notice period commencing from such time as Accommodation Cape Agulhas emails you at your supplied email address with a copy of the new agreement, or a link to the new agreement. After said notice period you are deemed to have consented to the new agreement and will thereafter be contractually bound to the new agreement, unless you have actively Delisted your Establishment from Accommodation Cape Agulhas Software before expiration of said notice period.

GENERAL USE OF SOFTWARE DISCLAIMER

The Accommodation Cape Agulhas Software is owned and operated by Accommodation Cape Agulhas. All databases, information and systems are the property of Accommodation Cape Agulhas.

Neither Accommodation Cape Agulhas nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use Accommodation Cape Agulhas software or the services or content provided from and through the Accommodation Cape Agulhas software. Furthermore, Accommodation Cape Agulhas makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available via the Accommodation Cape Agulhas Software are free from errors or omissions or that the service will be uninterrupted and error free. You are encouraged to report any possible malfunctions and errors to info@rentalsinstruisbaai.co.za or sanelle@accommodationcapeagulhas.co.za

The Accommodation Cape Agulhas Software is supplied on an "as is" basis and has not been compiled or supplied to meet your individual requirements. It is your sole responsibility to satisfy yourself prior to entering into this agreement with Accommodation Cape Agulhas that the service available from and through this software will meet your individual requirements and be compatible with your hardware and/or software.

We undertake to maintain the Accommodation Cape Agulhas Software including the listing service, reservation service and the technology supporting it, but we shall not be liable for any damage, loss or liability of whatsoever nature arising from any defects that may be found to exist, or may occur from time to time, in Accommodation Cape Agulhas software.

We shall not be liable for any direct or indirect loss or damage suffered whatsoever as a result of "hacking" of Accommodation Cape Agulhas software, planned or unplanned outages or the actions of service providers.

You hereby indemnify and hold us harmless in respect of any claim arising from any "hacking" or other outage of service.

OPTIONS IN LISTING YOUR ESTABLISHMENT

A: 18% - FOR STRUISBAAI AND AGULHAS ONLY

You hereby appoint Accommodation Cape Agulhas as your SOLE agent, eligible to receive payments on your behalf with respect to any bookings ON ANY PLATFORMS at your establishment made through Accommodation Cape Agulhas software.

Accommodation Cape Agulhas will advertise on various platforms, e.g., Lekkeslaap, Safarinow, Booking.com etc. at Accommodation Cape Agulhas's own discretion.

Accommodation Cape Agulhas software makes use of a third-party availability provider, e.g., Nightsbridge, that is integrated with Accommodation Cape Agulhas software on your behalf.

Amount received from another platform		1 000.00
Accommodation Cape Agulhas	18%	180.00
Amount in your pocket		820.00

The data we obtain from this provider with respect to your Establishment must always be accurate and up to date. The dates you would like to use the establishment for personal use, must therefore be programmed into this software before other bookings can be accepted.

Price increases must also be agreed to in writing when reminders are sent to establishments. In the event where you did not reply within two weeks upon receipt of the e-mail to notify you that owner dates and agreed prices must be handed in, Accommodation Cape Agulhas will assume that you will not use the house/flat for personal use and that you agree to the said price increases.

The dates will therefore be available for guests to book. Note that dates to rent out must be available six to twelve months in the future. You will be liable for any issues that arise because of dates not being available. We guarantee the lowest fee that our customers can find on the internet for your property. You agree that you will not undercut this lower fee on any marketing material or platform, in person or telephonic, or per e-mail with a guest and then book the dates for personal use. You will be responsible for the commission if you do so and will be delisted.

THERE WILL BE TWO TYPES OF BOOKINGS:

Bookings via **other** advertising **platforms** – which also charges commission + VAT on their commission. If your establishment is booked by other platforms, they deduct their commission and VAT and pay over what is left to Accommodation Cape Agulhas. Accommodation Cape Agulhas will then still deduct their and you will receive what is left. Please note that we advertise at higher prices on these platforms so that you **STILL** get the same amount in your pocket.

Bookings **directly through** Accommodation Cape Agulhas software – charged with a maximum of 18% on the total quotation value of paid-up confirmed bookings.

RESPONSIBILITIES AND ROLE OF ACCOMMODATION CAPE AGULHAS

Accommodation Cape Agulhas only assume the following responsibilities:

- We run the availability calendar to obtain maximum bookings for your Establishment at various advertising platforms instantly and will list your establishment with Accommodation Cape Agulhas for free.

Accommodation Cape Agulhas does not assume responsibility for:

- maintenance, garden services or cleaning services.
- Accommodation Cape Agulhas does not assume responsibility for assisting guests with any security related or maintenance related emergencies.
 - We will not take responsibility for checking in guests or looking after the welfare of guests during their stay.
 - Accommodation Cape Agulhas will not be liable to you for any direct or indirect loss or damage that you may suffer as a result of renting out your property to guests or by any person, whatsoever and howsoever arising. It is your responsibility to insure your property for damages that might arise by renting out your property.

It is your sole responsibility to:

- Comply with laws and/or by-laws that may apply to your Establishment.
- Adequately and accurately insure your Establishment.
- Run a reputable business in connection with your Establishment that reflects well on Accommodation Cape Agulhas and its brands.

- **Always remain contactable.** An after-hours number must also be available to your guests.
- It is your responsibility to ensure that all emails from info@rentalsinstruisbaai.co.za or sanelle@accommodationcapeagulhas.co.za and its related websites are whitelisted by your email software (i.e. ensure that our mail will not go into your "junk" folder).
- To ensure that the dates that you want to use the establishment for personal use are sent within 2 weeks upon receiving a notification to do so and that it was received by Accommodation Cape Agulhas so that availability on your establishment's calendar is programmed at least 6 to 12 months in advance.
- Price increases must also be agreed to in writing when reminders are sent to establishments.
- You will be liable for any issues that arise as a result of dates not being available.

Accommodation Cape Agulhas only assume the following responsibilities:

- We run the Instant Availability calendar to obtain maximum bookings for your Establishment at various advertising platforms instantly.
- Accommodation Cape Agulhas software makes use of a third-party availability provider, e.g., Nightsbridge, that is integrated with Accommodation Cape Agulhas software
- Accommodation Cape Agulhas will list your establishment with Accommodation Cape Agulhas as well as other advertising platforms for free.
- If you do not have your own photographs, Accommodation Cape Agulhas will take photographs at an additional cost that will be discussed before hand.
- We are available 24 hours to **paying guests** to solve all household emergencies that might arise during their stay. We will organise all emergency maintenance of which the following are a few examples but is not limited to: contacting electricians when the electricity trips or replacing appliances like toasters or kettles that trips electricity. Contacting maintenance companies when e.g. freezers and washing machines do not work properly. Contacting plumbers when geysers or pipes burst or when drains are clogged. Contacting a handyman to change the gas after hours, etc.
- We will not ask your permission to do this.
- The assessment of what qualifies as an emergency lies within the sole discretion of Accommodation Cape Agulhas.
- The invoices for this will be settled by Accommodation Cape Agulhas on your behalf and will be offset from all income earned by your Establishment. If there is money due by you after such an incident at the end of the month, the amount due must be paid within **5 days** of receipt of your monthly statement.
- Accommodation Cape Agulhas will be the key carrier and will be available 24 hours per day to your security company to access the property if problems should arise and they must access your house.
- Accommodation Cape Agulhas will organise collection of keys and remotes by guests on days of arrival and departure.
- Accommodation Cape Agulhas will only change bulbs and fix curtains where a person is elevated up to a maximum height of four feet (121.92cm) as restricted by the

Occupational Health and Safety Act of South Africa regarding general workplaces.

- Accommodation Cape Agulhas will only move or lift items up to a maximum weight of 25 kg by males and 16 kg by females as restricted by the Occupational Health and Safety Act of South Africa regarding general workplaces.

We guarantee the lowest fee that our customers can find on the internet for your property. You agree that you will not undercut this lower fee on any marketing material or platform, in person or telephonic, or per e-mail with a guest and then book the dates for personal use. You will be responsible for the commission if you do so and will be delisted.

B: 10 % (only if you have your own Nightsbridge Calendar Software)

Here you choose to advertise your establishment on Accommodation Cape Agulhas software. You use Accommodation Cape Agulhas only as an advertising platform. No management of guests or establishments are offered with this option.

You must have your own availability calendar (Nightsbridge) and MUST provide Accommodation Cape Agulhas with the Nightsbridge ID and room number of your establishment. You must give Accommodation Cape Agulhas permission to add this calendar to Accommodation Cape Agulhas software.

The data we obtain from this provider with respect to your Establishment must always be accurate and up to date. The dates you would like to use the establishment for personal use or booked by other rental agents, must therefore be programmed into this software.

You agree that you will not undercut our fee on any marketing material or platform, in person or telephonic, or per e-mail with a guest and then book the dates for personal use. You will be responsible for the commission if you do so and will be delisted.

You will give us permission to make a provisional booking and will allow us 48 hours to obtain the deposit. Thereafter we will supply you with the details of the guest. You must then make sure that you update the generic details, sent by Nightsbridge, to reflect the actual details of the guest arriving.