



## Terms and Conditions

### Who we are

We are Manor on the Bay (Pty) Ltd hereinafter named as Manor on the Bay, private Manor on the Bay duly registered and existing under the laws of South Africa: Registration Number: 2000/022947/23; VAT Registration Number: 4310190295; Physical Address: 117 Beach Road, Gordon's Bay; Telephone number: +27 60 790 29 74.

The main business of Manor on the Bay is a boutique 4\* Guesthouse offering accommodation, catering, and leisure services.

Manor on the Bay's website is [www.manoronthebay.co.za](http://www.manoronthebay.co.za) and our e-mail address is [olya@manoronthebay.co.za](mailto:olya@manoronthebay.co.za).

Manor on the Bay is a family-run Guesthouse delivering 4\* accommodation in Gordon's Bay - Cape Town. Our Guesthouse is made up of 12 individually custom decorated Guest rooms and suites, as well as one conference room.

### All rates are subject to the below:

- Per room per night
- Inclusive of full breakfast
- Quoted in South African Rands (ZAR)
- Rates can be changed at any time without prior notice
- Inclusive of 15% VAT (subject to change)
- Inclusive of the tourism levy
- Breakfast charge is non-refundable
- Service charge is discretionary
- During seasonality, social events, holidays, certain rates may not be available. Certain dates may be subject to a minimum length of stay
- All rates are subject to availability

### Booking policy

- Any booking made is final after receiving the required full payment
- The Terms and conditions of Manor on the Bay apply to each booking

## Payment policy

- We accept Visa and Mastercard payments
- Internet banking payments EFT are preferred, bank charges on any internet banking payment are at your own cost, proof of payment needs to be sent by email
- 100% payment is required in order to make a booking
- Payments made by internet banking EFT needs to be received and confirmed within 48 hours after the booking was made
- Bookings will only be secured once funds show on our account

## Arrival and departure

- Our check in time is between 14h00 and 18h00
- Our check out time is before 10h00 am
- For early departure or late arrivals, please contact us for the options. We will do our best to arrange it for you
- Guesthouse gift vouchers should be presented on check-in
- It is a legal requirement to collect the following information and documents from guests when they check in at a hotel:
  - a copy of the guest's identification document or passport, containing a photograph of the guest. For South Africans, this could be a passport, South African ID or South African driver's licence.
  - the guest's full names and surname
  - the guest's residential address
  - the guest's residence status in South Africa.

## Cancellation policy

All confirmed bookings are subject to the following cancellation policy – please note that this flexible policy below is only valid for direct bookings, on our website [www.manoronthebay.co.za](http://www.manoronthebay.co.za).

- 31 days or more prior the arrival date: no cancellation fee
- 15 - 30 days prior to arrival: 50 % cancellation fee
- 8 - 14 days prior to arrival: 75 % cancellation fee
- 7 days prior to arrival, or in the event of a no show: 100 % cancellation fee
- In the event of premature departure, the full extent of stay as originally booked and confirmed will be charged

On receipt of a written instruction to cancel the reservation, Manor on the Bay will refund the applicable amount as determined by the cancellation terms of the establishment.

Manor on the Bay levies a 5 % administration fee on any refund processed. Should refunds to a SWIFT bank account be required, an additional R200 charge will be levied.

## Force majeure

Manor on the Bay accepts no liability and will not pay any compensation where the performance of its obligations is prevented or affected directly or indirectly by or as a result of force majeure or any circumstances beyond its reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, fire or failure of electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

## **Insurance**

It is strongly advised that all Clients take out adequate insurance cover such as cancellation due to illness, accident or injury. Personal accident and personal liability are also recommended. Manor on the Bay will not be responsible or liable if the Client fails to take adequate insurance cover or at all.

## **Child Policy**

- Children of all ages are welcome, subject to direct supervision of adults at all times
- Child sharing policy and costs are specific to the age of the child and room category booked.
- Children need to share the room with an adult at all times
- Up to the age of 2, children stay for free
- Maximum number of people in the Luxury Rooms with Garden View and Luxury Rooms with Ocean View is 2
- Maximum number of people in the Family Suite is 4

## **Guesthouse policy**

- All rooms and suites are non-smoking. South Africa Smoking law applies. Smoking is only allowed outdoors if your neighbours accept it.
- An initial cleaning fee of R 3,000 will be levied against the Clients bedroom account in the instance that the policy is not adhered to. In severe instances, additional accommodation charges may be applied.
- We reserve the right and you hereby authorise us to charge your credit or debit card for any damage incurred to your room or the Guesthouse during your stay (including without limitation specialist cleaning) or for any items that are missing or damaged when you leave.
- Clients are requested to always conduct themselves appropriately and to comply with Manor on the Bay procedures and/or requests with regard to conduct and respect for the property of the Guesthouse, its employees and Clients and their health and safety. Clients are requested not to disrupt the comfort and enjoyment of other Clients, the smooth running of the Guesthouse, or cause offence to other Clients or our members of staff. Clients are not permitted to make use of the Guesthouse to entertain non-resident guests. Manor on the Bay reserves the right, at its sole discretion, to request Clients found to be in breach of Guesthouse policy to immediately vacate their rooms with no refund or compensation provided.
- Client displaying symptoms associated with a possible COVID-19 infection will be asked to leave the Guesthouse with immediate effect. Where this is the case shall have no obligation to refund you for lost accommodation, other services or any other loss or expense incurred.
- Any willful, irresponsible, and negligent act resulting in damage to company property shall be charged to the account of the Client responsible and is required to be settled immediately. Should the damage come to light after the Client responsible has departed, Manor on the Bay reserves the right to send an invoice for the cost of the damage. No property belonging to Manor on the Bay may be removed from the premises.
- We are unable to accommodate pets, other than service dogs, which are welcome by prior arrangement.

- In the interest of hygiene, Clients are requested to shower before using the swimming pool. As the pool is not under constant supervision, it is stressed that Clients are responsible for their own safety whilst in the pool area. Running, jumping or diving in the pool area is not permitted. Swimming is only permitted during official opening hours. For safety reasons, all children under the age of 16 must be accompanied by an adult when using the swimming pool. Their safety is under the responsibility of the adult accompanying them. The Guesthouse does not accept any liability for accidents or injuries at the Swimming Pool area, or anywhere else in the property.
- Manor on the Bay offers the Free Wireless Internet service for activities such as the active use of email, instant messaging, browsing the World Wide Web and accessing corporate intranets. The service is not intended for high volume data transfers, especially sustained high volume data transfers, video conferencing, Peer 2 Peer downloads etc.

### **Website and privacy policy**

- Persons using our website ([www.manoronthebay.co.za](http://www.manoronthebay.co.za)) for any reason whatsoever, subject themselves to the terms and conditions of Manor on the Bay.
- While all reasonable efforts have been taken to ensure the accuracy of information on the website, Manor on the Bay does not accept responsibility for errors or omissions and reserve the right to amend, cancel or vary any of the arrangements featured on the website without notice. Manor on the Bay may also suspend or terminate the website at any time without prior notice. Please note that in certain circumstances, generic photographic images have been used to represent the general style of a particular product or room.
- The content of the website is the copyright of Manor on the Bay, and may not be copied, reproduced, published, distributed or amended for any other purpose without our prior written consent.
- Trademarks used on the website are the property of the respective owners. Hyperlinks to third party websites are provided for your convenience. We cannot accept responsibility for the content or use of third-party sites.
- The website is operated by Manor on the Bay.
- To create a safe and secure environment throughout the Guesthouse, cameras have been installed on the premises.

### **Governing law and jurisdiction**

- The Contract and any non-contractual obligations arising in connection with it are governed by the laws of the Republic of South Africa.
- All disputes, actions, and other legal matters relating thereto will be determined in accordance with such law. The parties to any dispute arising hereby consent and submit to the jurisdiction of the High Court of the Republic of South Africa.

## **Limitation of liability**

- Manor on the Bay will under no circumstances be liable for any claim which may arise in respect of or in connection with the stay. The client hereby renounces for himself, members of his group and dependents all claims against the owners of the Guesthouse, directors and their staff for compensation for injury, damage or loss, whether sustained in and around the Guesthouse or elsewhere or as a result of delays or otherwise, caused directly or indirectly to him/her or his/her belongings, members of his group and his/her dependents or to persons who, except for these conditions, might have been entitled to make a claim howsoever arising and whether caused or occasioned by any grossly negligent act or omission or default by the Manor on the Bay.
- The carriage, handling or keeping of any baggage and /or other goods belonging to the client will be at the sole risk of the Client or its owner and Manor on the Bay and its staff members shall not be liable for any loss or damage of whatsoever nature and howsoever caused.
- Whilst the Manor on the Bay will endeavor to ensure that accommodation, food, drinks and other such services are available as planned, there shall be no claim of any nature whatsoever against the Manor on the Bay for a refund, either in whole or in part or of any other claim of any nature whatsoever including consequential damages as a consequence of accommodation or other facility attached.
- All exclusions or limitations of liability claimable by the Manor on the Bay, shall apply equally to and may be claimed by agents, servants and representatives of the Manor on the Bay as fully and as effectually as if they were Manor on the Bay.

## **Legal fees**

The Client will be liable for all legal fees on an attorney and own client scale if the Operator must engage a lawyer to enforce any of its rights or otherwise. This agreement shall be governed by the Laws of the Republic of South Africa. In the event of Manor on the Bay having to institute legal proceedings against the Client in terms of this Agreement, the Client agrees to pay the Guesthouse all costs incurred in respect of such action on a scale as between attorney and own client including collection commission.