



Terms and Conditions for Khumbula (12 Ingang st, de Kelders)

1. Your booking

All offers and bookings are subject to availability. The person making the booking (the party leader) must be at least 18 years of age at the time of booking. When the owner issues a written confirmation to you, this signifies that the owner has entered into a contract with you, which is subject to these Conditions. A booking is only valid once written confirmation has been received. It is your responsibility to check the accuracy of the booking details in the confirmation and advise the owner or Agent of any discrepancies within 72 hours of receipt. “**Agent**” means any agent(s) appointed by the owner to help with the administration of the booking. Such details of any Agent will appear on the booking confirmation.

Please note that the owner will provide you with your written confirmation, either by post, by fax, or by e-mail. All references to “**your written confirmation**” means confirmations provided by post, by fax, or by e-mail, as applicable.

2. Paying for your booking

In order to secure your booking you need to pay the owner a non-refundable deposit of 50% of the total holiday cost (including cleaning fee) by electronic transfer or bank transfer. On receipt of the deposit, and providing that the booking can be confirmed, the owner or Agent will send you written confirmation as soon as reasonably possible showing your booking details and the balance of your total holiday cost which must be received no later than 8 weeks before your arrival date at Khumbula. However, if you book less than 8 weeks before your arrival date, payment of your total holiday cost must be paid at the time of booking and on receipt of full payment; the owner will send you written confirmation. The owner strongly recommends that you purchase travel insurance with cancellation and curtailment cover.

3. Cancellations or changes to your booking by the owner or Agent

The owner or Agent do not expect to have to make any changes to your booking, but occasionally problems occur and bookings have to be changed or cancelled. If this does happen, the owner or Agent will contact the party leader as soon as it is reasonably practical and inform him/her of the cancellation or change. A full refund of all monies paid in respect to the accommodation component of the booking will be made.

4. Circumstances beyond the control of the owner or Agent (*force majeure*)

Except where otherwise expressly stated in these Conditions, neither the owner nor Agent shall be liable, for any changes, cancellations, affect on your holiday, loss or

damage suffered by you or for any failure by the owner or Agent to perform or properly perform any of their obligations to you which is due to any event(s) or circumstance(s) beyond the reasonable control of the owner or Agent (referred to as “*force majeure*” in these Conditions). By way of example, and without limitation, *force majeure* includes fire, flood, exceptional weather conditions, epidemics, destruction or damage of the property by any cause (other than through wilful acts or gross negligence of the owner or Agent) and all similar situations. In appropriate cases (for example where your booking has to be cancelled before departure) the owner or Agent will refund to you all monies paid for your accommodation (including cleaning fees). No compensation, expenses, costs or other sums of any description (including without limitation the cost of securing an alternative property/accommodation) will be payable to you in such circumstances by either the owner or the Agent.

5. Promotional details (including website)

The owner aims to ensure that the information provided on any promotional literature, including the website, is updated regularly. Occasionally, problems cause that some facilities or services at the property become unavailable. If this happens, the owner or Agent will inform the party leader as soon as reasonably practical. Neither the owner nor the Agent can accept responsibility for any changes or closures to area amenities or attractions mentioned in any promotional literature (including websites).

6. Liability

The owner and Agent shall have no liability for any death or personal injury unless this results from the gross negligence of the owner or Agent. You must take all necessary steps to safeguard your personal property. No liability is accepted by the owner or Agent in respect of damage to, or loss of, such personal property.

7. If you change or cancel your booking

(i) Changes

If you want to change your booking once your confirmation has been issued, it is important to realise that a change of dates may have to be treated as the cancellation of one booking and the making of another. In such cases cancellation charges may be incurred which may be as much as the total cost of your holiday booking. The owner or Agent will advise the party leader if this is the case when the change is requested. Where possible the owner or Agent will try and accommodate any changes. If dates are changed such that the new date falls in a different seasonal price band, then the difference in total cost for the accommodation will be added to the account or be refunded as applicable.

(ii) Cancellation

If you wish to cancel your booking, the party leader must telephone the owner or Agent on the number shown on your booking confirmation as soon as possible. The party leader must also immediately confirm your cancellation in writing (e-mail or fax) to the owner and Agent. The day the owner or Agent receives your telephone notification of cancellation will be the date on which your booking is deemed to be cancelled.

Regardless of your reasons for cancelling your booking, a cancellation charge will be payable. For this reason, the owner reiterates the recommendation that you purchase

travel insurance with cancellation and curtailment cover at the time you pay the deposit to secure your booking. The cancellation charge is based on the number of days before your arrival date at the property that the owner or Agent receives notification of your cancellation, as shown in the table below. Please note any charges or refunds are based on the total accommodation cost and not just any deposit monies paid. This means that if you have not paid your total holiday cost you may be required to make a further payment by way of cancellation charge.

Number of days before arrival date that notification of cancellation is received	Cancellation Charge
More than 56 days	No charge (full refund)
29-56 days	25% of total accommodation cost
15-28 days	50% of total accommodation cost
1-14 days	90% of total accommodation cost
On arrival date or later	100% of total accommodation cost (no refund)

If any payment due in relation to your booking is not paid by the due date thereof, the owner or Agent are entitled to assume that you wish to cancel your booking. The owner or Agent normally sends out a reminder to you before your booking is cancelled.

(iii) Curtailment of your holiday

If you wish to cut your holiday short and vacate the property before the last date of your booked rental period, no refund of any monies paid by you will be made.

8. Occupation of the property

You may arrive at the property after 3 p.m. on the start date of your holiday rental and you must leave by 10 a.m. on the last day. If your arrival will be delayed beyond 5 p.m. on the start date of your rental period, you must contact the Agent, whose details are given on your booking confirmation, so that alternative arrangements can be made. If you fail to do so, you may not be able to gain access to the property. If you fail to arrive by 12 noon on the day after the start date of your rental period and you do not advise the Agent, your booking may be treated as having been cancelled by you. No refund of any monies paid by you will be made in this situation.

A security deposit is payable to the owner or the Agent at least one week prior to the scheduled arrival date. By exception (and by prior arrangement) the security deposit may be paid to the Agent on the day of arrival. If credit card facilities exist the security deposit may be held against a valid credit card. You will be advised of the amount of the security deposit during the booking process. The security deposit will be refunded within 14 days after the last day of your rental period (less any costs for breakages, damage, false call-outs for the security firm, bank charges arising from electronic payment or bank transfer for the booking etc.). The Agent will provide you with a detailed inventory which it is your responsibility to check and sign within 24 hours of arrival. Failure to check or sign the inventory will result in an assumption that you agree with the inventory as stated.

You and all members of your holiday rental party agree to keep the property clean and tidy and to leave the property in a similar condition as you found it upon your arrival. You and all members of your holiday rental party further agree not to use the property for any commercial purpose, including without limitation assigning or subletting it or otherwise allowing anyone to occupy it that has not previously been accepted by the owner or Agent. You are responsible to the owner for the actual costs of any breakage or damage in or to the property - along with any additional costs that may result - which are directly or indirectly caused by you and/or any members of your holiday rental party, whether wilfully or negligently, and the owner can require payment from you to cover any such costs.

The owner or the Agent is entitled at his/her sole and absolute discretion to refuse to hand the keys of Khumbula over to you, or to repossess Khumbula (which includes the fixtures, fittings, furnishings and decorations) if the owner or the Agent reasonably believes that any damage is likely to be caused, has been caused or is being caused by you or any members of your holiday rental party. These circumstances will be treated as a cancellation by you. No refund of any monies you have paid in respect of your booking will be made and neither the owner nor the Agent will have any liability to you as a result of this situation arising (including for example any costs or expenses you incur due to not being able to occupy the property, such as your incurring the cost of securing an alternative property/ accommodation). In this situation, neither the owner, nor the Agent are under any obligation to find any alternative accommodation for you.

You may not-

- (i) allow more people than the maximum stated in the booking to occupy the property;
- (ii) significantly change the composition of the holiday rental party during your occupation of the property;
- (iii) take any pets into the property;
- (iv) smoke inside the house; smoking is however permitted outside the house in the covered deck areas

If you or your party disregard the above points (i – iv), the owner or the Agent can refuse to hand over the property to you or can repossess it. If the owner or the Agent does so, this will be treated as a cancellation by you. No refund of any monies you have paid in respect of your booking will be made and neither the owner nor the Agent will have any liability to you as a result of this situation arising (including for example any costs or expenses you incur due to not being able to occupy the property, such as your incurring the cost of securing an alternative property/accommodation). In this situation, neither the owner, nor the Agent are under any obligation to find any alternative accommodation for you.

You must allow the owner and Agent, and any representative of the owner and Agent (including workmen) access to the property at any reasonable time during your occupation of the property. In cases of emergency, or where a problem needs remedying quickly and you cannot be contacted in time, the owner and the Agent are entitled to enter the property at any time without giving you prior notice.

9. Children

Children over the age of 8 are welcome. Children under the age of 8 are by prior arrangement with the owner. The owner may elect to adjust the security deposit accordingly.

10. Communicating with you

In order to process your booking the owner or Agent needs to collect certain personal details from you, for example names and addresses of party members. It may be necessary for this information to be shared between the owner and the Agent e.g. for collection of keys.

11. Law

The contract between you and the Owner is subject to British law. It is agreed that any dispute you may have with the Owner will be dealt with by the courts of Britain only.