

## Indemnity and Disclaimers

**This Indemnity and Disclaimers must be read in combination with the Stay in Paternoster CC Booking Conditions (Terms and Conditions) which were sent to the guest at the time of booking. The Booking Conditions are incorporated into this document and by signing this document the guests acknowledge receipt of the Booking Conditions and consents to and agrees to be bound thereby as well as by this Indemnity and Disclaimers.**

1. Stay in Paternoster CC acts as a letting Agent on behalf of the rental property owner. The guest and visitors of the guest, shall not have any claim against the rental property owner, Stay in Paternoster CC or their employees, agents and contractors, and shall indemnify them against any claim for any loss, damage, bodily injury or death occurring during or in connection with the guest's rental of the rental property, arising from any act or omission which does not amount to their gross negligence or willful misconduct.

2. The guest and all visitors residing at or visiting the rental property or making use of any facilities provided at the rental property, do so at their own risk.

3. No express or implied warranty or guarantee with respect to the rental property or its services and facilities is given by or on behalf of the rental property owner or by Stay in Paternoster CC their employees, agents or contractors.

4. The guest does not rely on any representation, undertaking, guarantee or statement other than as set out in the Booking Conditions or in another written agreement signed by Stay in Paternoster CC and the guest.

5. The rental property owner, Stay in Paternoster CC, its employees, agents and contractors shall not be liable for any personal injury, death, loss, theft or damage to any personal belongings, including, but not limited to cash, jewelry, electronic equipment or motor vehicles, however caused, during the guest's, or visitor's, stay at the rental property.

6. The rental property owner, Stay in Paternoster CC, its employees, agents and contractors shall not be responsible or liable, nor issue any refunds, for occurrences resulting in loss of occupancy or personal injury, death, property loss or damage caused by faults in the electrical or plumbing installations, the breakdown of domestic appliances, invasion of pests, weather conditions, flooding, electricity and water supply disruption and any other circumstance beyond their reasonable control.

**7. The rental property owner, Stay in Paternoster CC, its employees, agents and contractors reserve the right to decline accommodation or cancel the balance of the booked accommodation (and thereby the contract between the parties), to any guest / visitor for conduct which, in their sole discretion, is inappropriate to the property, or to the comfort of any other visitors or neighbours. This explicitly includes, but is not limited to, noise disturbances (at any time) and any party events hosted at the rental property. In such an event, the guest and any visitors shall be required to immediately vacate the rental property. No refund will be payable under such circumstances.**

8. In the unlikely event that the rental property owner, Stay in Paternoster CC, its employees, agents or contractors are unable to honour a booking, for reasons not attributable to the guest, Stay in Paternoster CC will do their utmost to find alternative accommodation for the guest or a full refund of all money paid will be made. The rental property owner, Stay in Paternoster CC, its employees, agents and contractors shall not be liable for any further compensation and/or loss.

9. Whilst representations, whether oral, written, verbal or visual are made in good faith, they are only intended to give general guidance as to the character of the accommodation, and do not form part of any agreement with Stay in Paternoster CC, or the rental property owner.

10. In the event that you discover any faults or damages within your unit or any of the contents or appliances you must notify us thereof as soon as it is discovered, but not later than 24 hours after check-in, in order for us to attend to it.

\_\_\_\_\_ Client Initials

11. Certain rental properties do have an unsupervised, open pool which may be used at the sole risk of the guest and visitors. Children must be under adult supervision at all times.

12. Most of the rental properties have outdoor braai areas and/or indoor fireplaces which may be used at the sole risk of the guest and visitors. Children must be under adult supervision at all times. Any damage resulting from fires or hot coals will be repaired at the expense of the guest.

13. Rental properties with staircases may not have handrails on both sides. The handrail(s) must always be used by the guest and visitors to prevent injury.

14. The sub-letting of any rental property by a guest or visitor is strictly prohibited.

15. All rental properties are non-smoking and smoking is not permitted inside the properties.

16. The guest hereby gives their consent to Stay in Paternoster CC and its employees or agents, to process his/her personal information for all purposes related to this Agreement, in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 (as amended). Such consent specifically includes the consent to work with and disclose the guest's bank account details to facilitate the payment of the deposit and any outstanding amounts due under this Agreement to Stay in Paternoster CC, and for the refund of the deposit to the guest. Stay in Paternoster CC will make use of electronic communication with the guest and cautions the guest that, as electronic media / IT systems are open to abuse by third parties, Stay in Paternoster CC and its employees or agents cannot accept responsibility for breaches of confidentiality arising from its use.

Signed at Paternoster on this, the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Name and Surname of guest: \_\_\_\_\_

ID / Passport number of guest: \_\_\_\_\_

Signature of guest: \_\_\_\_\_

Booking Ref: \_\_\_\_\_