

BLISS ON THE BAY BOOKING TERMS AND CONDITIONS

Please note that the terms and conditions contained herein are deemed to be a consumer agreement in terms of the Consumer Protection Act, 2008 (Act No 68 of 2008), which finds application throughout this document, herein referred to as the “CPA”, and as such, the terms and conditions need not be signed in order to find application.

I. BOOKINGS AND PAYMENTS

- 1.1. Right of admission is reserved.
- 1.2. All bookings are made on a first come, first served basis and no exceptions are allowed.
- 1.3. CapeNature accepts bookings up to 12 (twelve) months in advance.
- 1.4. All new reservations made online will require immediate and full payment by credit card only.
- 1.5. Any outstanding balances relating to a change in booking should be paid in full, prior to arrival. Access to the unit will be denied until the balance is settled in full.
- 1.6. CapeNature only confirms a booking upon receipt of proof of full payment by the specified deadline date as contained in the provisional booking letter.
- 1.7. All bookings have a minimum stay of 2 (two) nights.
- 1.8. Bookings made during Easter weekend have a minimum stay of 3 (three) nights.
- 1.9. Bookings made during December/January holidays have a minimum stay of 5 (five) nights, subject to review.
- 1.10. All bookings need to be confirmed at least 24 (twenty-four) hours before check in arrival.
- 1.11. Check in is from 3pm to 6pm. Additional costs will be applicable for check-in later than 7pm.
- 1.12. All queries/complaints during your stay must be communicated to a Tribay representative. An afterhours and/or late arrival shall be subject to a call-out fee of R350 (three hundred and fifty rands) for on-site assistance. Call out fees will be evaluated in respect of each query lodged.
- 1.13. Check out is strictly at 10am.
- 1.14. On departure, keys must be dropped by guests in the Tribay Accommodation Box in town.
- 1.15. CapeNature and Tribay reserves the right to cancel any booking without prior notification, including if a deposit payment was received and the full payment was not received by the specified deadline date.

2. BOOKING CHANGES AND RESCHEDULING:

- 2.1. All rescheduling of bookings whether before or after arrival must be done 7 (seven) days prior to arrival date, any late request(s) will not be honoured, and should a customer not make use of their booking they will forfeit their payment.
- 2.2. Any changes on confirmed bookings (e.g. date changes.) that result in a potential decrease of the booking price will not qualify for a decrease refund.
- 2.3. Any changes or rescheduling of confirmed bookings that result in a price increase must be settled in full by the due date stated on Provisional Booking Confirmation.

3. CANCELLATION OF CONFIRMED BOOKINGS, CHARGES RELATING TO CANCELLATION & REFUND (IF APPLICABLE)

- 3.1. All cancellation requests for confirmed bookings are subject to the following provisions as well as section 17(3) and (4) of the CPA:
- 3.2. In the event of cancellation Tribay may charge a fair and reasonable cancellation fee (which shall become immediately payable) The cancellation fee applicable is calculated below: -

Date of Cancellation	Cancellation Fee
31 days or more prior to the booked arrival date	10%
30 to 8 days prior to arrival date	50%
7 days and less prior their arrival dates	100%
Non-arrival	100%

3.3. All confirmed bookings must be cancelled in writing.

4. REFUND

- 4.1. All clients are entitled to a refund for up to 6 months from the date of cancellation and subject to clause 3. A refund will only be approved upon receipt of a valid refund form. Should the client not request the refund within 6 months from date of cancellation, the payment will be forfeited in its totality.
- 4.2. Approval or decline of all requests for refunds will be communicated within 3 (three) working days of the Client's initial request
- 4.3. Refunds are approved in accordance with the refund SOP within a period of approximately 2 (two) weeks provided that all completed documents are received from the Client.
- 4.4. CapeNature shall refund the Client where a confirmed booking is cancelled due to either the death or hospitalization of the person for whom the booking was made, in compliance with the provisions of section 17(5) of the CPA. Where such person has died or is /has been hospitalized, the Client shall provide CapeNature with proof thereof.
- 4.5. Bookings cannot be rescheduled or refunded should guests leave earlier or arrive later than expected.
- 4.6. All customers must request refunds within 6 (six) months from the date of cancellation. Refer to cancellation policy.

5. EXEMPTION FROM LIABILITY

- 5.1. Attention is drawn to section 49(1) (c) and (d) and section 22 of the CPA, which provides that any notice indemnifying a supplier must be drawn to the attention of the consumer in a plain and understandable language. Neither CapeNature nor the property owners will accept any accountability or liability in any of the following instances:
 - 5.1.1 Any death, injury or illness sustained or suffered by any person. For theft, loss, or damage to any property, whether allegedly due to the negligence of CapeNature, its officers, employees, or agents, or arising from the use of any facilities supplied or made available by any of them.
 - 5.1.2 Any failure by the Client in adhering to any rules and regulations by law, with specific reference to the NEMPAA.
 - 5.1.3 Any other matter arising, in any other manner and from any other cause whatsoever.

6. BREAKING OF RULES & DAMAGES

- 6.1. These rules include, but are not limited to the following:
 - 6.1.1 Visitors are required to produce their booking confirmation upon arrival for check in.
 - 6.1.2 No pets are allowed.
 - 6.1.3 Exceeding the maximum occupancy of the house will result in termination of your booking without a refund.
 - 6.1.4 CapeNature reserves the right to change tariffs, services, or rules without prior notification.
 - 6.1.5 Client's will be held liable for any breakages or damages.

7. DISCLAIMER OF LIABILITY

- 7.1. All persons entering this property and using its facilities do so entirely at their own risk. The Western Cape Nature Conservation Board t/a CapeNature and/or its employees and/or agents and/or its successors in title shall not be liable for any damages, loss, theft, injury, accident, or death suffered by any person, howsoever caused.