



## Terms and Conditions of Reservation and Stay

<b>Governing terms and conditions</b>	Your reservation with, and stay at The Sir David is subject to the terms and conditions set out in this contract, and is to the exclusion of all other terms and conditions.
<b>The Sir David</b>	Means Triple Ace Investment CC trading as The Sir David Boutique Guesthouse.
<b>You and Your</b>	Means the signatory to this agreement, and/or anyone registering and staying at and/or using the facilities and amenities at The Sir David Boutique Guesthouse arising out of the conclusion of this contract.
<b>The Sir David Boutique Guesthouse</b>	Means the guesthouse together with all its facilities and amenities at 1 Popham Road, Bloubergstrand, Cape Town, Western Cape, South Africa, owned or operated by The Sir David.
<b>Reservations</b>	<p>You must make a reservation in writing by way of facsimile or email for the attention of "The Reservations Office" at either +27 (0) 86 610 3099 or <a href="mailto:reservations@thesirdavid.co.za">reservations@thesirdavid.co.za</a>.</p> <p>In the case of any reservation of 6 (six) rooms or more, a full rooming list and details of each of the individuals in the group must be provided in writing for the attention of The Reservations Office to +27 (0) 86 610 3099 or <a href="mailto:reservations@thesirdavid.co.za">reservations@thesirdavid.co.za</a>.</p> <p>Your reservation is only confirmed, and your stay at The Sir David Boutique Guest House agreed, on these terms and conditions, when you receive a confirmation in writing from The Sir David of the period of stay, the number of rooms booked and confirmation of receipt by The Sir David of all the payments required.</p> <p>The Sir David may, in its sole discretion, impose a minimum night restriction over certain periods, subject to availability on the day of reservation.</p> <p>A minimum of 3 (three) nights reservation is required between the period 15 December and 15 January each year. A min 2 (two) nights reservation is required over Easter weekend each year.</p>
<b>Liability for payments</b>	<p>You are liable to The Sir David for all amounts payable in respect of the tariff and all other amounts, such as telephone call, beverages and food, not included in the tariff and referred to hereinafter as extras.</p> <p>If you do not make all the payments in the amounts and at the times referred to above, The Sir David may, in its sole discretion, cancel your reservation without prior notice to you.</p>

**Telephone:** +27 (0)21 554 5987

**Fax:** +27 (0)86 610 3099

**Address:** 1 Popham Rd, Bloubergstrand, 7441

**Email:** [office@thesirdavid.co.za](mailto:office@thesirdavid.co.za)

	<p>If The Sir David cancels the reservation in those circumstances, any payment received by The Sir David will be returned to you, without interest, within 14 (fourteen) days after the date of cancellation by The Sir David.</p> <p>If you make a reservation 45 (forty five) or more days prior to your stay, then a deposit of 50% of the total tariff due must be paid immediately after which The Sir David will confirm in writing the reservation. The balance payable must then be paid 30 (thirty) days prior to your stay.</p> <p>If you make a booking less than 30 (thirty) days prior to your stay, then full payment for your stay must be received immediately after which The Sir David will confirm in writing the booking.</p> <p>You must pay for all extras before your departure.</p>
<b>Tariff and extras</b>	<p>The tariff is the amount payable by you per day for each room and for the number of guests reserved which rate is a bed and breakfast rate and which are the standard rates charged by The Sir David from time to time. Those rates are available for on request or can be viewed at <a href="http://thesirdavid.co.za/rates.html">http://thesirdavid.co.za/rates.html</a></p> <p>All extras are charged in accordance with the standard rates of The Sir David from time to time, which rates are available on request. Those rates are subject to increase without notice.</p>
<b>Deposit</b>	All rates are quoted in South African Rands and are inclusive of VAT.
<b>Cancellation</b>	<p>If for any reason whatsoever you cancel your reservation, then:</p> <ul style="list-style-type: none"> <li>• You must give written notice of the cancellation by facsimile or email for the attention of the Reservations Office to +27 (0) 86 610 3099 or <a href="mailto:reservations@thesirdavid.co.za">reservations@thesirdavid.co.za</a>.</li> <li>• If you cancel a reservation 4 (four) weeks or less before the date of arrival, then you will forfeit 50% of the total payment made by you or on your behalf.</li> <li>• If you cancel a reservation 2 (two) weeks or less before the date of arrival, then you will forfeit 100% of the total payment made by you or on your behalf.</li> <li>• In the event of any refund due by The Sir David to you in the event of your cancellation, that refund will be paid to you, without any interest, 14 (fourteen) days after the last day of your reserved stay.</li> </ul>
<b>Banking details</b>	<p>All payments shall be paid by bank draft or electronic transfer to:</p> <p>Triple Ace Investments CC  ABSA Account number: 4069993256  Branch Code: 632005  Branch: Platteklouf Business</p> <p>Proof of payment should be forwarded for the attention of The Reservations Office to +27 (0) 86 610 3099 or <a href="mailto:reservations@thesirdavid.co.za">reservations@thesirdavid.co.za</a>.</p>

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<b>Child policy</b>	<p>The Sir David does not accommodate guests under the 6 (six) years of age.</p> <p>A maximum of 2 (two) children between the ages of 6 and 12 years may share a room with 2 (two) full paying adults at an additional cost.</p> <p>Children 13 years or older are charged at the full adult rate.</p>
<b>House rules</b>	<p>Please read and comply with the house rules laid out in the in-room guest folder and which can be viewed at <a href="http://www.thesirdavid.co.za">www.thesirdavid.co.za</a></p> <p>Check-in time is from 14:00 until 20h00 on the day of arrival and check-out is by 10:00 on day of departure. Arrivals after 20h00 must be pre-arranged. Please note: We do not have a 24hour reception.</p>
<b>Own risk</b>	<p>Your entry to The Sir David Boutique Guesthouse and use of all its facilities and amenities by you is entirely at your own risk. No lifeguards are on duty at the pool or at the beach.</p>
<b>Disclaimer of liability and indemnity in respect of property</b>	<p>The Sir David, its members, officers, employees and agents (<b>the releasees</b>) shall have no liability for any theft, loss, destruction of or damage to your property, regardless to how this arises, and you indemnify the releases in respect of any such claims which you may make.</p> <p>A few examples of such property include money and valuables, or any other items in your possession, or handed to The Sir David for safe-keeping.</p> <p>This means that neither you nor any other person will have any claim against the releasees for theft, loss, destruction or damage to any of your property in any circumstances.</p> <p>It also means that if you do claim, and if notwithstanding the disclaimer any of the releasees are required to make payment to you, then you will in turn reimburse the releasees in respect of that payment.</p>
<b>Disclaimer of liability and indemnity in respect of persons</b>	<p>The releasees will not be liable for any injury, harm, illness or death which you may suffer or sustain regardless of how this arises and you indemnify the releasees in respect of any such claims which or your estate may make in that regard. This means that neither you nor any other person will have any claim against the releasees for any injury, illness, harm or death which you suffer in any circumstances.</p> <p>It also means that if you or your estate does claim, and if notwithstanding the disclaimer, any of the releasees are required to make payment to you or your estate, that you or your estate will then in turn reimburse those releasees in respect of that payment.</p>
<b>South African jurisdiction &amp; law</b>	<p>You submit to the exclusive jurisdiction of the appropriate Magistrates or High Court of South Africa in respect of any dispute which arises from or is in any way connected to these terms and conditions of contract and the services and facilities and amenities provided by The Sir David and agree that disputes of whatsoever nature will be subject to and governed exclusively by the laws and legal system of the Republic of South Africa.</p>
<b>Terms of this contract</b>	<p>By signing this contract below, you warrant that you have read, understood</p>

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<b>have been read, understood and agreed</b>	and agreed the terms and conditions set out above, including the disclaimers of liability and indemnities and you enter into this contract on those terms and conditions.
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Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_

Full names of guest \_\_\_\_\_

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