

THE LOOKOUT GUESTHOUSE

TERMS AND CONDITIONS

Approval Process:	Position or Meeting number	Date:
Originator:	Managing Director: Dr. Nina Link	29 September 2025
Board Approval:	Board of Directors: Kyle Robertson Michelle Robertson Daniel Link	29 September 2025
Effective:		29 September 2025
Review frequency:	Annually	September Annually
Certified by:	Company Secretary:	

~THE LOOKOUT GUESTHOUSE~

TERMS AND CONDITIONS

These Terms and Conditions govern the use of accommodation and facilities at The Lookout Guesthouse. By booking or staying with us, guests agree to abide by these Terms which comply with relevant legislations and international hospitality standards.

~ Thank you.

1. Booking, Payment and Cancellation

- i) All bookings must be confirmed in writing or via a recognized booking platform.
- ii) Full settlement of accounts is required before or upon arrival via EFT or recognized payment platform.
- iii) Cancellations must be made in writing. Refunds (if applicable) will be processed subject to the Consumer Protection Act (CPA) and may include reasonable cancellation penalties.
 - Cancellation Scale-
 - More than 14 days before arrival- full refund.
 - 7-14 days before arrival- 50% refund.
 - Less than 7 days before arrival or no show- no refund.
- iv) In the event of overbooking or service failure, guests are entitled to alternatives of equal value or refunds in terms of the CPA.

2. Check-in and Check-out

- i) Check-in time: 14:00–18:00. A late arrival fee may be charged unless prior arrangement is made.
- ii) Check-out time: 10:00 on the day of departure.

3. Guest Rules

- i) Quiet hours: Guests must keep noise levels subdued after 22:30, in line with municipal noise bylaws.
- ii) Smoking: Prohibited inside bedrooms, bathrooms, dining, and veranda areas in compliance with the Tobacco Products Control Act.
- iii) Meals and Takeaway Food: For hygiene, pest control, and guest comfort reasons, meals or takeaway food brought onto the premises must be consumed in the dining area or common room. Only the designated self-catering unit may prepare or consume meals within the unit.
- iv) Children: Only children aged 12 years and above are permitted. Parents/guardians remain responsible for the safety of children at all times, particularly around the pool.
- v) Visitors: Only paying guests may use the facilities unless prior arrangement is made with management.
- vi) Pets: No pets are allowed on the premises.
- vii) Braai facilities: May be used with prior arrangement and in compliance with municipal fire safety bylaws.

4. Health and Safety

- i) Pool use is at the guest's own risk. Municipal bylaws require safe conduct around pools, and supervision of children is mandatory.
- ii) Guests must comply with all fire, safety, and emergency evacuation instructions.
- iii) Guests are encouraged to have travel insurance to cover theft, injury, or medical issues.

5. Liability and Indemnity

- i) Guests and visitors use The Lookout Guesthouse and its facilities entirely at their own risk.
- ii) While the Proprietor takes reasonable steps to provide a safe and secure environment, the Proprietor, its agents and employees are not responsible for any loss, theft, injury or damage suffered by guests or their property, unless such loss or damage arises directly from the gross negligence or willful misconduct of the Proprietor, as recognized under South African Law.
- iii) Guests accept responsibility for their own conduct and agree to indemnify and hold harmless the Proprietor against any claims by third parties arising from their actions or omissions during their stay, provided that this indemnity does not limit or exclude any rights guests have under the CPA.

6. Damage to Property

- i) Guests are responsible for any damage to property, including furnishings and facilities caused by themselves or their visitors. The cost of repair or replacement may be charged to the guest's account.

7. Force Majeure

- i) The guesthouse shall not be held liable for failure to perform or provide services due to events beyond its reasonable control, including but not limited to natural disasters power outages, government restrictions, pandemics, strikes or civil disturbances. In such cases, reasonable efforts will be made to assist guests, but no liability for losses or damages shall arise.

8. Governing Law

- i) These Terms and Conditions are governed by the laws of South Africa and the bylaws of the Ray Nkonyeni Municipality.