

Terms & Conditions

A 50% deposit is payable within three days from the date of provisional booking, with the balance due on the date of departure. In the event of a premature departure, the full amount of the stay as originally booked and confirmed will be charged.

Cancellation Policy

In the event of notification of cancellation, the following cancellation fee shall apply on the full booking.

More than 30 days prior to arrival : 0% cancellation fee

More than 7 days prior to arrival: 50% cancellation fee.

Less than 7 days prior to arrival: 100% cancellation fee.

Bank Charges

All transfers of funds should be made net of any charges.

Payment Method

Guest may pay in cash, by electronic funds transfer. In addition, master card and visa credit cards are accepted.

Children

No charge for children under the age of three.

Smoking Policy

For the comfort of others, we ask guests not to smoke inside as they will be charged for all cleaning bills, including dry-cleaning and shampooing. We regret that smoking areas are limited to the room's patio area or veranda.

Tipping Policy

If guests would like to show their appreciation, they may do so by contributing to a staff gratuity fund that is distributed every month.

Special food Requirements

Tuareg Guest House will make every effort to accommodate the needs of a guest. At the time of booking, please provide full details of any special food requirements that may require special attention.

Medical Assistance

There is a local hospital situated less than 10 min away from Tuareg Guest House - And 5min away from us is a medical center.

Check in Times

Check in times are from 12h00 each day and check - out times by 10h00.

Rights of admission is reserved exclusively for paying guest only.

No vehicles may be parked on our lawns -neither to block our driveways.

Legal Disclaimer

"Kindly Note that entry onto this property is made by you at your own risk and that the owners of this property cannot be held liable for any damages or injury, whatsoever or howsoever incurred by you ,irrespective of whether such damage was caused by any act or omission on the part of the owners(save to the extent that an act or omission arises as the result of any willful misconduct on the part of the owners) .The owners further make no representations or warranties of any kind, express or implied ,in respect of this property and to the full extent permissible by applicable law, disclaim all such warranties."

Signature: _____

Date: _____

See refer to the next page for a detailed Terms and Conditions of Tuareg Guest House

Terms & Conditions

I. Applicability

These General Terms and Conditions apply to contracts for the rental use of Tuareg Guest House rooms as well as banqueting room (hereinafter referred to as 'premises'), in addition to all other related services and deliveries (hereinafter referred to as 'service provision') provided by the Tuareg Guest House CC (hereinafter referred to as 'Tuareg Guest House') to the customer (hereinafter referred to as 'customer'; additionally, 'parties' is used to indicate Tuareg Guest House and customers jointly).

The customer's General Terms and Conditions are valid only when so agreed in writing by the parties.

II. Conclusion of contract

The Tuareg Guest House's offers are non-binding. The contract comes into being upon the Tuareg Guest House's acceptance of the customer's application. The Tuareg Guest House is not obligated to confirm in writing the conclusion of the contract.

III. Subleasing / usage

The subletting or re-letting of the provided Tuareg Guest House room, premises, surfaces or cabinets, as well as the invitation to interviews, sales or any such similar event requires the Tuareg Guest House's prior permission in writing.

The customer is obligated to disclose to the Tuareg Guest House without delay and without specific request, but no later than upon the conclusion of the contract, if the political, religious or other nature of the service provision and/or event is likely to impact on the public or impair the interests of the Tuareg Guest House. Newspaper advertisements or any other type of advertising, or publications that refer to the Tuareg Guest House and/or contain invitations to, for example, interviews or sales events, shall require the written authorisation of the Tuareg Guest House. Should the customer violate this duty of disclosure, or if the event takes place without prior authorisation being obtained, the Tuareg Guest House reserves the right to cancel the event. In this case, Clause VI.4 (payment of the agreed premium) is applicable.

IV. Room allocation, handover and return

The customer does not acquire the right to be allocated specific rooms, unless the Tuareg Guest House has confirmed in writing the provision of a particular room.

Unless otherwise agreed with the customer, the Tuareg Guest House rooms are available from 16:00 on the day of arrival (check-in time). The customer has no right to earlier provision of the room.

On the day of departure the Tuareg Guest House rooms are to be vacated by 10:00 (check-out time). If the rooms are not punctually vacated, the Tuareg Guest House may, on the grounds of damages arising from the additional use of the room, charge 50% of the listed price up to 18:00, and 100% of the listed price after 18:00. The customer, however, is at liberty to present evidence that no or significantly lower damages have been incurred by the Tuareg Guest House.

V. Services, prices, payment, offset, lien

The Tuareg Guest House is obligated to keep available the rooms and premises booked by the customer, and to fulfil the agreed provision of services.

The customer is obligated to make payment for the provision of services according to the valid resp. agreed rates of the Tuareg Guest House. This shall also apply to the Tuareg Guest House's services and expenditure to third parties, incurred by the customer. For services delivered after 20:00 the Tuareg Guest House reserves the right to add an appropriate supplement for every hour or partial hour, for the provision of staff in event or catering areas.

The agreed prices are excluded of the statutory rate of value added tax. In the event of an increase in the rates Tuareg Guest House reserves the right to adjust its prices accordingly.

Billing is effected in "ZAR" Rands. If payment is made using foreign currency, the exchange rate difference and bank charges shall be at the expense of the party responsible for the payment.

The Tuareg Guest House is permitted to amend prices if the customer later wishes to make changes to the number of rooms or premises booked, to the services to be provided, or to the duration of the guests' stay, and if the Tuareg Guest House agrees to such changes. Tuareg Guest House invoices with no indicated due date are to be paid within ten days from the date of receipt. In case of delayed payment, the Tuareg Guest House is entitled to apply the relevant rate of statutory default interest.

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Tuareg Guest House is entitled to demand an appropriate advance payment, no greater than 100% of the total rate, at any time. The Tuareg Guest House reserves the right to verify the validity of credit cards that are left as a deposit by making spot-check charges. If the amount is not covered by the credit card, the Tuareg Guest House reserves the right to make an intermediate sale of the room; the Tuareg Guest House will, however, inform the customer.

Notwithstanding paragraph 8 above, and insofar as the value of advance payment and date of payment are not otherwise arranged in writing, the following advance payments are deemed as agreed.

For lodgings of groups:

50% deposit 6 weeks before the group's arrival

Remainder upon presentation of the invoice and by due date

Outstanding claims may not be offset.

The Tuareg Guest House is entitled to exercise a lien on all objects the customer has brought to the Tuareg Guest House.

VI. Non-appearance / rescission / cancellation by the customer

The customer's rescission from the contract concluded with the Tuareg Guest House requires the Tuareg Guest House's written consent.

The agreed rate for the booked Tuareg Guest House rooms is also payable if written consent according to paragraph 1 is not obtained, if the customer cancels the booking, or if the customer does not avail himself or herself of the contractual services. The Tuareg Guest House must apply credit for the value of any expenses saved, as well as for the income from renting the rooms to other parties. The customer is obligated to pay at least 100% of the contractually agreed rate for lodgings with or without breakfast. The agreed rate for hired premises is also payable if written consent according to paragraph 1 is not obtained, if the customer cancels the booking, or if the customer does not avail himself or herself of the contractual services.

The above clauses are not applicable in case of the Tuareg Guest House's breach of obligation to take into account the rights, objects of legal protection and interests of the customer, if holding to the contract can no longer be reasonably expected of the customer, or if he or she is entitled to any other statutory or contractual right to cancellation.

VII. Rescission by the Tuareg Guest House

To the extent that a right of rescission by the customer within a certain period has been agreed in writing, the Tuareg Guest House, for its part, is entitled to rescind the contract within this period if there are enquiries from other customers regarding the contractually reserved rooms and premises, and if the customer, upon further enquiry by the Tuareg Guest House, does not waive his or her right of rescission.

If and insofar as advance payment has been agreed with the customer, and if, even after a reasonable grace period set by the Tuareg Guest House with warning of rejection, the payment is not made, the Tuareg Guest House is entitled to rescind the contract.

Furthermore, the Tuareg Guest House is entitled to effect rescission of the contract for a materially justifiable cause, for example:

If force majeure or other circumstances for which the Tuareg Guest House is not responsible make it impossible to fulfil the contract (such as strike or power failure);

Rooms are reserved with misleading or false information regarding material facts, such as the identity of the guest or the purpose of the reservation;

The Tuareg Guest House has justifiable cause to believe that the use of the Tuareg Guest House's services might jeopardise the smooth operation of the Tuareg Guest House, its security or public reputation, without this being attributable to the Tuareg Guest House's sphere of control or organisation;

The customer undertakes the subletting or re-letting of the provided rooms or their use for purposes other than lodgings without the written consent of the Tuareg Guest House.

In the event of a justified rescission by the Tuareg Guest House, the customer has no claim to compensation for damages.

VIII. Number of participants / billing for events

The customer is obligated at the time of concluding the contract to specify the expected number of participants at the planned event.

If the participant numbers are revised by more than 5%, the Tuareg Guest House must be advised of this no later than five working days before the beginning of the event; the written consent of the Tuareg Guest House is also required.

In the event of an increase in the registered and contractually agreed participant numbers, the billing of services that the Tuareg Guest House undertakes according to the number of registered persons (e.g. provision of food and beverages) will be based on the actual number of persons.

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A reduction by the customer of participant numbers by no more than 5% shall be acknowledged by the Tuareg Guest House in its charges. For any greater variance, the originally agreed rate less 5% shall be charged.

If the agreed starting and finishing times of the event change without the Tuareg Guest House's prior written consent, the Tuareg Guest House may charge for the additional cost of provision of service, unless the Tuareg Guest House itself bears responsibility for the altered times.

For events continuing after 22:00, the Tuareg Guest House is entitled to charge for personnel costs from this time point on an individual itemised basis, insofar as the agreed rate does not already take into consideration the event's duration beyond 22:00.

IX. Bringing food / beverages

The customer is not permitted to bring food and beverages. The Tuareg Guest House accepts no liability for damage arising from food brought to Tuareg Guest House has acted intentionally or with gross negligence.

The Tuareg Guest House accepts no liability for damage arising from food or beverages taken by the customer or third party.

XII. Liability of the customer for damages

The customer shall be liable for all damage to Tuareg Guest House buildings or inventory that arises through the customer, event participants or visitors, his or her staff or other third parties.

The Tuareg Guest House is entitled to demand from the customer appropriate security, such as insurances, deposits and guarantees.

XIII. General liabilities of the Tuareg Guest House; limitation

1The liability of the Tuareg Guest House for its own culpability and that of its vicarious agents is – irrespective of the legal basis, although with the exception of paragraph 2 – limited to intent and gross negligence.

This limitation of liability is not applicable to claims emanating from product liability or from a Tuareg Guest House guarantee, to claims that result from injury to life, body or health, or to claims arising as a breach of so-called cardinal duties, i.e. obligations where compliance is crucial to enable the proper implementation of the contract, and where the customer may trust in their compliance. In the final case, liability is, however, limited to the average damages typical for that type of contract.

Objects belonging to the customer are brought into the Tuareg Guest House at the customer's risk. The Tuareg Guest House shall accept no liability for loss, destruction or damage.

Insofar as a parking space is provided in the Tuareg Guest House garage or car park – and irrespective of whether a fee is charged – this does not constitute a safe keeping agreement. Tuareg Guest House shall accept no liability for loss or damage to the motor vehicle or its contents.

Damages claims are precluded hereby.

Tuareg Guest House shall not be liable for any failure or delay in performing any of its obligations under this Agreement if the failure or delay was due to any cause beyond its reasonable control, including (without limitation) war or threat of war, civil or political action or disturbance, riot, natural disaster, fire, epidemic, bad weather, terrorist activity (threatened or actual), military activity, governmental or regulatory action, industrial dispute, act of God, failure of power or machinery, failure of or interruption in externally provided services and utilities, and all similar events outside of Tuareg Guest House control.

XIV. Lost property

Property that is left behind in the guest rooms will be kept for 3 weeks. All unassigned property will be forwarded to a charity or disposed of. If we send articles back to the customer, we will charge a postage and packaging fee to the credit card on file.

XV. Final provisions

1 Alterations or amendments to the contract regarding the rental use of Tuareg Guest House rooms or to these General Terms and Conditions require the written form to become valid.

Place of fulfilment and payment is the registered seat of the Tuareg Guest House management company.

The sole court of jurisdiction – including for cheque and exchange disputes – for commercial transactions is the registered seat of the Tuareg Guest House management company.

The contract shall be governed by and construed in all respects in accordance with the laws of the Republic of South Africa.

Should individual provisions of these General Terms and Conditions be or become null and void, the validity of the remaining provisions shall remain unaffected thereby.