360on62 Farm Cottages



(also referred to as "we", "us, "the farm" and "360on62" herein) Rietvlei 1, Montagu, 6720, South Africa

Terms & Conditions

It is your responsibility to ensure that they are aware of these terms and conditions, taking special note of the liability and disclaimer clauses.

We reserve the right to change rates without notice except if your reservation is secured by way of a deposit or full payment or if a quote has been provided that states a validity period.

Cancellations must be received in writing by email.

If no cancellation is made, a full, non-refundable payment is due and applicable.

Interest may be charged on accounts not paid within 30 days of payment becoming due.

Accommodation check-in time is from 14h00 on day of arrival;

Accommodation Check-out time is from 10h00 on day of departure unless agreed otherwise (note that Sundays are generally more flexible and checkouts may be delayed until 14h00 unless advised otherwise by us)

Accommodation (not related to function / wedding venue hire):

A 50% deposit is payable within 48 hours of making a booking in order to secure your reservation, unless:

- Your stay is within 48 hours in which case 100% of the total becomes due and payable (non-refundable):
- Your booking is for one-night, in which case 100% of the total is payable (i.e. deposit amount is 100%)

Cancellation Policy – You will forfeit the following should you cancel your booking: 100% of total if you cancel 0–7 days before arrival 100% of deposit if you cancel 8 - 14 days before arrival 50% of deposit if you cancel 15 - 30 days before arrival 0% if you cancel 31 days or more before arrival (i.e. full refund)

Any balance / outstanding payments become payable in full 7 days before arrival.

Venue-hire and accommodation related to wedding / function venue hire:

A 50% deposit for the venue hire plus accommodation costs is required to secure a booking. Deposits are payable within 7 days of confirming a provisional booking, unless otherwise agreed or required by us. If deposits are not received within 7 days, provisional bookings may be released by 360on62 without written notification.

Balance / Outstanding amounts owing (including all extras agreed upon and amounts payable in advance – e.g. open bar fee per person) must be paid in full by 30 days before the function.

Cancellation Policy – Venue and related costs

100% refund of deposit if cancelled 8+ months prior to event

50% refund of deposit if cancelled 4 - 8 months prior to event 0% refund of deposit if cancelled 2 - 4 months prior to event 100% of total quoted for event payable if cancelled within 2 months of the event

<u>Cancellation Policy – Accommodation</u> (please note that the standard accommodation cancellation policy does not apply for accommodation booked for functions where the function venue is to be utilized)

100% refund of deposit if cancelled 4+ months prior to event
50% refund of deposit if cancelled 2 - 4 months prior to event
0% refund of deposit if cancelled 1 – 2 months prior to event
100% of total quoted for accommodation payable if cancelled within 1 month of the event

Liability and Disclaimer:

Anyone entering these premises, including the grounds, do so entirely at their own risk. Everyone else connected therewith shall have no liability whatsoever for any injury to or death of any person, or loss of or damage to any property, howsoever caused, even arising from negligence of any degree.

The person in whose name the booking is made takes responsibility and is liable for all costs incurred by his/hers/ their party or visitors.

Malicious or accidental damaged cause by a guest/s, clients of guests, guest's family members, pets or invitee/s or any visitors to the farm will be charged for at the full replacement cost of the damaged item or in other cases charged at a reasonable fee and the person in whose name the booking is made will take full responsibility for ensuring that damages are paid. An additional cleaning fee or replacement fee as may be applicable will be charged should heavy staining/soiling occur.

Should guest/s, family of guests or any other invitee/s of guests or any visitors be requested to leave the premises during the stay as a result of unruly or rowdy behaviour or for any other reason felt to be reasonable by 360on62 Management, the guest/s and/or additional person/s requested to leave will immediately leave and no refunds will be applicable.

Guests and their visitors enter and use the premises and facilities of 360on62 entirely at their own risk (including but not limited to the swimming pools, dam, wood-fired hot tubs, bathtubs, showers, fire-places, pizza ovens, stoves, gas burners, gas cylinders, microwave ovens, electrical appliances, swings, kayaks, gym equipment, paths, roads and other areas and facilities of the farm).

Children must be monitored appropriately, especially when around water or any potentially dangerous hazards (e.g. hot tubs, fireplaces, gas cylinders, cutlery, swings, kayaks fires, trees, walking on paths or through vegetation etc) and parents, guardians or relevant adult guests are responsible for the safety of children in their care.

Neither the owners nor their representatives or agents or employees are liable for loss or damage to a guest's or visitor's property for any reason whatsoever, nor for injury, illness or death of any guests or visitors even when such loss or damage to property or injury or death is as a result of the negligence of the owners and/or their representatives.

You, your family, client/s, visitors, guest/s or invitee/s irrevocably waive any / all potential claims and further indemnify and hold harmless 360on62, its owners, employees, employees & agents.

Pet Policy

By bringing your pet/s onto our property, it means that you agree to be bound by our Pet Policy and that you are fully responsible for your pet.

Pets are allowed and welcomed at no extra cost, but only if agreement (in writing) is reached between pet owners and 360on62 management prior to arrival, which will include agreement to fully abide by the requirements of this Pet Policy.

Pets are welcome within the cottages and to exercise and explore the farm – however they need to do so under supervision, both to protect other guests and their pets as well as your own pet (as this is a farm surrounded by natural vegetation, naturally your pets may encounter certain threats such as our pool, dam, snakes or birds of prey).

- Maximum of two pets allowed per cottage.
- Pets are required to be fully house-trained.
- Only tame pets that are not aggressive are allowed onto the farm.
- The owners and management reserve the right, at any time, to instruct the owners of pets to vacate the premises, who will then do so without any right to any recourse or reimbursement of accommodation costs.
- Pets are not allowed into the hot tubs / splash pools (as the hairs are too difficult to get our not having 'pool cleaners' and the filters are sometimes damaged by the amount of hair left behind).
- By bringing pets onto the farm, the owners of such pets accept that they take full responsibility and will held solely liable for their pets, harm experienced by their pets and any harm caused by their pet/s while on the farm. The owners of 360on62 Mountain View Farm Cottages take no responsibility and the Guest and pet owner recuse the owners of the farm and accommodation from any liability.
- We reserve the right to levy a cleaning fee of R300 after you check-out should we find large amounts of pet hair remaining in cottages (on carpets, on furniture, on linen etc) or in advance if you will be bringing a pet that sheds large quantities of hair (e.g. German Shepherds, Labradors, Golden Retrievers, Chow Chows, Old English Sheepdogs, Saint Bernards, Husky's and similar) as this usually results in our having to spend several extra hours cleaning units and sometimes having to close them for a day in order to fully clean them.
- We reserve the right to charge guests for damage fees should we find that guests have not followed these rules and as a result we experience costs e.g. we usually need to dispose of blankets that pets lie on as we often cannot get all hairs out, if damage is done to our hot tub water filters, if we need to spend hours extra cleaning hot tubs or replacing often thousands of litres of water etc.

Pet owners are required to:

- bring pet blankets and bowls;
- clean up after pets when pets soil common shared areas or an accommodation unit, ensuring that
 any residue or smells are completely removed when is inside accommodation units. Although we do
 supply some pooper scoopers around the property to assist with cleaning up, pet owners should
 ensure that they bring additional packets etc to assist with cleaning;
- ensure that pets do not disturb or harm any other Guests, their pets or our pets or farm animals. If a
 <u>pet-owner is at all unsure as to how their dog will react around chickens wild animals or pets
 on the farm, a leash must be used when walking around the farm particularly between the
 pool lapa area and the gate to the farm (where the chickens mainly roam);
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- pay a fine of R1000 if your pet harms of kills a chicken we have implemented this fine as a
 result of guests not practising care around our chickens and as a result many have been killed or
 badly hurt. These may be seen as only chickens to some, but to us they are pets that we have
 raised from a young age, fed and cared for when sick.
- ensure that pets are kept off the furniture (unless the guest concerned provides their own sheets to cover the furniture to prevent hairs from getting onto our blankets, couches and bedding) and must be free of ticks and fleas on arrival;

- ensure that pets are not left unattended in the accommodation units or on the farm at any stage, unless in a closed off garden of an accommodation unit. However, if a pet is left alone and a pet makes noise (e.g. ongoing barking or howling), management have the right to request the immediate return of the guest/s concerned and the appropriate guest/s agree to immediately return;
- <u>ensure that, for units that are fenced in, gates of the enclosure are kept closed when the pet is not being actively watched</u>, in order to prevent the animal from running around freely, interfering with our guests or harming other animals e.g. chickens.
- ensure that they take full responsibility and will be liable for any damage or harm caused by their pets.

In order for us to agree to host your pet, please send the following to info@360on62.co.za:

- confirmation of having read the policy and that you agree to abide by it when on our farm;
- confirmation that your pet is house-trained and not aggressive; and
- confirmation as to whether your pet sheds a lot of hair or not (in order to determine if we need to apply the additional R300 cleaning fee).

Right of Admission Reserved

360on62 at all times reserves the full right of admission or expulsion and accepts no liability for any loss or damage that may result from the legal and reasonable exercising of such rights. The owners have sole discretion in terms of determining whether behaviour is acceptable or not.

Firearms are forbidden on the premises for the safety of all.

Fire Risk

360on62 Guest Farm is a strictly non-smoking accommodation establishment except designated outdoor areas where ashtrays have been provided. 360on62 is in a high-risk fire area. Fires may only be made in designated areas, must not be excessive in size for the designated area, must never be left unattended and extra caution must be taken during times of strong winds.

Valuables

360on62 and the owners do not accept any liability for loss of or damage to any valuables or property belonging any guests or visitors on the farm property. This includes, but is not limited to, photographic equipment, laptops or other electronic devices, jewellery, cash, and vehicles.

A safe is provided in each of the accommodation units. It is, therefore, the sole responsibility of all guests to make arrangements for adequate insurance coverage prior to arrival at the farm.

Guests and all visitors to the farm must accept the terms and conditions of 360on62 and its Proprietor's, on behalf of themselves, their family / group/ party staying or visiting with them at 360on62.