

Terms & Conditions and Indemnity

1. POPI Act

Hangklip Villa adheres to the POPI Act in order to protect our guests from harm and their right to privacy. We ensure the integrity and safekeeping of personal information in our possession or under our control. We will take steps to prevent the information being lost or damaged, or unlawfully accessed.

2. Proof of Identification

It is mandatory for guests to present valid photo identification at the time of check-in. According to government regulations, a valid Photo ID has to be carried by every person above the age of 18 staying at Hangklip Villa . Without original copy of valid ID the guest will not be allowed to check-in.

3. General Indemnity

Whilst every care has been taken by Hangklip Villa to ensure the safety of guests and their possessions whilst enjoying our accommodation, Hangklip Villa and the owners does not accept any liability in the event that any loss or damage to persons or property is experienced by a guest and their visitors. Should any action by a guest be deemed inappropriate by Hangklip Villa or a representative of Hangklip Villa, or if any inappropriate behaviour is brought to the attention of Hangklip Villa or a representative of Hangklip Villa, Hangklip Villa or a representative of Hangklip Villa reserves the right, after the allegations have been investigated, to take action against the guest.

4. Valuables

Hangklip Villa or the owners does not accept any liability for loss of or damage to any valuables or property belonging to guests or their visitors. It is therefore the sole responsibility of all guests to make arrangements for adequate insurance coverage on all valuable items prior to arrival at Hangklip Villa. This includes but is not limited to, photographic equipment, laptops or other electronic devices, jewellery, cash and vehicles.

5. Loss or Damage to Hangklip Villa

Should Hangklip Villa suffer any loss or damage as a result of an act or omission by a guest or visitor of a guest, the guest will remain liable for full reimbursement of such loss or damage incurred and will be billed accordingly, such amounts to be either deducted from the breakage/security deposit or to be paid by the guest on receipt of the invoice. It is in Hangklip Villa's sole discretion to either invoice the guest for payment or deduct such amount from the said deposit.

6. Right of Admission Reserved

Hangklip Villa at all times reserves the full right of admission and accepts no liability for any loss or damage that may result from the legal and reasonable exercising of such rights.

7. Parking Lot

Parking is available free of charge for all guests. Do not leave any valuables inside your car while it is parked. We cannot accept responsibility for the loss or theft of any such articles while your car is parked on our premises. Parking is at own risk.

8. Minors

Minors are the sole responsibility of the parents, guardian(s) or the person or persons in whose care they are whilst at Hangklip Villa or whilst using its facilities. Youngsters must be under adult supervision at all times. We specifically refer to, but not limited to, areas with steep stairs, unrestricted and easy access to the sea, elevated areas and large glass windows & doors.

9. Non-Smoking

Hangklip Villa, in recognition of Health, Safety and Environment concerns, is committed to providing and maintaining a safe and healthy working environment for all its employees, visitors and contractors. Hangklip Villa is a NON-SMOKING establishment and your co-operation in this regard will be appreciated. Outside smoking is permitted. Smokers are requested to use provided ashtrays and to empty ashtrays on a regular basis in an enclosed bin or bag.

10. Check In / Check Out

Check-in time starts at 14h00, but every effort will be made to accommodate earlier. All outstanding balances are due on arrival and payable before check-in. Keys will be handed over to the guest after payment and administration at all times. The office closes at about 19:00 - for late arrivals, please arrange prior to check-in. The after hour numbers is +27 87 238 1796.

Check-out is at 10:00am. Later check-out is possible by arrangement only. Please leave the room keys at Reception or as advised by the Host. The cost for replacement of lost room keys or damaged locks is applicable and to be paid immediately in cash.

11. Noise Levels, Light Pollution and Nuisance

As Hangklip Villa is situated in a conservancy, guests and their visitors are expected to show consideration to our neighbours and general public by keeping noise levels to a minimum. It is not allowed to play music out of any vehicle, units or stereo systems other than provided by Hangklip Villa. Unlawful or bad behaviour and excessive noise are not tolerated; if it continues, law enforcement and/or security will be called and the offenders evicted. No reimbursements of any monies paid will be made to the person/s evicted. Noise timeout is 20:00 during the week and 21:30 on weekends. The use of outside lights and specifically spot lights must be limited during bedtime.

12. Marine Life / Flora / Fauna

Since the Property is zoned as conservancy, particular Rules apply:

- No hunting, shooting or any other related activities will be allowed under any circumstances as it will disturb the natural fauna and flora.

- Guests shall at all times adhere strictly to regulations pertaining to and regulating protection and usage of marine life and or products.
- The use of motorised vehicles, motorcycles, scramblers and quad bikes off the access roads and on the dunes or beaches are strictly prohibited, save for life-threatening emergencies
- Walking on dunes and/or retaining embankments is strictly prohibited.
- Guests must familiarize themselves with applicable legislation and ordinances in order to obtain relevant permits for leisure activities. Please ask your host for assistance.

13. Baboons & Wildlife

- Keep all windows & exterior doors closed and locked in the event of leaving the premises or room.
- Ensure that food and snacks are not left unattended - not even for a very short period of time.
- In the event that baboons do enter the house, please ensure that they have access to an escape route and/or original point of entry.
- Avoid direct conflict with baboons. Any noise (pots & pans or clapping) should be enough to scare them off. However, remember to keep their escape route open.
- Baboons should not be fed under any circumstances.
- The Hangklip Cape pheasants are quite tame, but only welcome on the deck, porches and outside premises - please keep them outside.

14. Poachers

Poaching is unfortunately a reality in our area. For your own safety, please leave interaction with poachers in the hands of trained persons and the relevant law enforcement agencies.

- As a rule, poachers will not create conflict with civilians
- If spotted please ignore and do not approach or take any photos

15. Outside / Exterior furniture

Exterior furniture is weatherproof, but cushions must be put inside the house at all times during rain/night/strong wind/when not in use.

16. Sewerage

We use septic tanks and biological processes to handle and break down sewerage.

- Do not flush any foreign objects other than toilet paper
- Limit the use of chemicals to the minimum

- Be water wise

17. Household waste

- Refuse bags must not be left unattended
- Please put all full/used refuse bags in the garage for collection purposes

18. Open fires

- Ensure that all fires and embers are extinguished before leaving the outdoor / patio barbecue area
- The indoor “braai” must be closed when not in use - strong winds may blow the ash inside
- Open fires at designated areas only (please be fire-wise in windy conditions)

19. Day visitors

- We do not allow day visitors/non-sleeping guests/more than 8 guests without prior arrangement.

20. Servicing & Cleaning

- Servicing / Cleaning: 1 Day for every 7 day – booking (extra servicing available at an additional cost)
- Linen change every 7th day

21. Security & Breakage Deposit

Hangklip Villa reserves the right to charge a deposit for breakages. The deposit is payable in line with our booking policy and will be refunded within 14 working days after your departure date, subject to compensation for any repairs and breakages.

THE FOLLOWING WILL AFFECT THE REFUND

- If there are any traces, signs, or smells indicating that someone was smoking in the villa, the deposit will not be refunded
- If we are made aware of any act of misbehaviour or disturbance, the breakage deposit will not be refunded.

- If any item is missing, broken or damaged, the replacement value will be subtracted from the deposit. If you discover an instance of damage caused by a previous guest that we have missed, please let us know right away.
- If you leave irremovable stains on the bedding, towels or furniture cushions, the costs will be subtracted from the deposit.
- We supply guests with special make-up towels
- Any damage caused by guests to the property and/or the environment will be recovered from the deposit.

22. Booking & Cancellation Policy

Bookings

Bookings are only valid if or when Hangklip Villa confirm it in writing.

Hangklip Villa reserves the right to obtain references on guests and may, in their sole discretion, decline bookings.

Deposit: 50% to Secure Booking

Full Settlement / Balance: 1 Month Prior to Check-in

Bookings done within 1 x month prior to check-in have to be settled in full on making the reservation. All payments must reflect in our bank account prior to check-in.

Cancellations

Please note that all cancellations are only effective once confirmed in writing.

Guests making travel and booking arrangements with Hangklip Villa must have their own personal or business travel insurance to support any cancellation or curtailment of their booking.

In the event that the accommodation is not taken up, Hangklip Villa will have the right to deem the amounts due in lieu of the cancellation penalties and, in addition, have the right to release reservations where deposit and / or payment is not made on the due date.

Hangklip Villa reserves the right to amend deposit requirements during peak periods or longer stays.

- Should the booking be cancelled 15 days or more prior to the check-in date, your deposit will be refunded.
- Should the booking be cancelled 14 days or less prior to the check-in date, the full amount will be forfeited.

No refunds for late check-in / arrival or early check-out.

No refunds for services not used.

Please note that all refunds are subject to commission and/or bank charges.

In all cases, we will review extraordinary circumstances on an ad-hoc basis.

23. Force Majeure

We cannot accept liability or pay compensation where the performance or proper performance of our obligations is prevented or affected by any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events include war or threat of war, riots, civil strife, border closures, unexpected government acts, terrorist activity, industrial disputes, natural or nuclear disaster, strikes, labour disputes, extreme weather conditions, fire, technical and/or mechanical problems to transport, road closures, disease and all similar events beyond our control.

Terms and Conditions

By signing this indemnity form I state that I have read and understood the terms and conditions and that I am aware that the Terms and Conditions are to be read in conjunction with the Indemnity form. The person receiving this set of rules undertakes to bring the rules to the attention of all the members of his or her group. This person also accepts responsibility for compliance with the rules by all members of his or her group.