AGREEMENT OF STAY

The Villa Owner ("Owner"), herein duly represented by IV (Pty) Ltd ("IV") (acting as its agent and not as principal), hereby lets the premises to the Guests listed in the Confirmation of Reservation on the terms and conditions as set out in both the Confirmation of Reservation and the terms and conditions in this Agreement of Stay ("the agreements"). It is the Guest's responsibility to bring these terms and conditions to the attention of the payer and all other Guests, their Agent and attendees (collectively referred to as the "Guests"), as it will apply to your relationship with the Owner and its agent.

- The terms defined in the Confirmation of Reservation shall bear the same meaning in this Agreement of Stay;
- Reference to "this agreement" or "the agreements" shall mean this Agreement of Stay as read with the Confirmation of Reservation and/or Mandate Agreement;
- Reference to "the Parties" shall mean the Guest (including its Agent) and the Owner.

1. PERIOD OF RENTAL

- 1.1. The Guests may take occupation of the premises after 14h00 on the arrival date set out in the Confirmation of Reservation, or as otherwise agreed in writing with IV. An earlier arrival time may be arranged, subject to agreement between the Parties, and payment of the applicable surcharge by the Guest.
- 1.2. On the departure date set out in the Confirmation of Reservation, The Guests shall vacate the premises and restore possession thereof in good order, condition and repair to the Owner by no later than 10h00. A later departure time may be arranged, subject to agreement between the Parties, and payment of the applicable surcharge by the Guests.
- 1.3. If the Guests wish to extend the period of rental, this must be arranged through IV on the following conditions:
 - 1.3.1. the premises must be available for a further rental period;
 - 1.3.2. the extension and additional rental must be agreed to in writing by the Guests and IV, acting on behalf of the Owner, and shall be null and void unless:
 - 3.1.1.1 signature of the new invoice by the Guest, indicating its acceptance of the rental charges; and
 - 3.1.1.2 the Guest having paid the additional rental in full before the initial departure date designated on their Confirmation of Reservation, or as otherwise directed by IV. The Breakage Deposit shall not be used to pay for such additional rental;
 - 1.3.3. this agreement shall continue to apply during the further rental period;
 - 1.3.4. the Guests shall vacate the premises and restore possession thereof to the Owner at 10h00 on the agreed extended departure date or as arranged between the Parties.

2. GUEST

- 2.1. The Guests warrant that the persons that shall occupy the premises are only those set out in the Confirmation of Reservation and the Guests shall not allow any other person to occupy the premises, unless written notice to IV and with the prior written consent of the Owner. A fine equal to the per person cost per night (as per Confirmation of Reservation) will be charged should this prohibition be breached.
- 2.2. The number of persons residing on or at the premises shall at no time exceed the maximum number stipulated in the Confirmation of Reservation.
- 2.3. The Guest shall not be entitled to sub-let and/or cede or assign all or any of his/her rights in terms of this agreement, or the premises, this Agreement of Stay being personal to the Parties.
- 2.4. The Premises are situated in a residential area which is subject to municipal by-laws prohibiting large parties, events & functions including bachelor or bachelorette parties, all of which are not permitted. No loud noise or music is allowed. All Guests and their visitors are required to adhere to these rules and by-laws and to respect the peace and tranquillity of the neighbouring permanent residences. Noise levels should be kept down after business hours when socializing in outdoor areas, and no external sound equipment or speakers may be brought in and used on the premises. No hooting, loud noise or shouting in the streets are permitted. The Guests warrant that they will do so.

3. RENTALS, CHARGES AND PENALTIES

3.1. Rental:

- 3.1.1. The rental in respect of the premises shall be as set out in the Confirmation of Reservation or in the case of a Guest acting through an agent (hereinafter referred to as "the Agent"), as agreed upon between IV and the Agent of the Guest, including any further rental period.
- 3.1.2. A percentage of the rental shall be paid as a deposit ("the rental deposit") as set out in the Confirmation of Reservation (or in the case of a Guest acting through an agent, as agreed upon between IV and your Agent) and must be paid on the specified date in the Confirmation of Reservation. In the case of the Guest working through an

Agent any deposit paid to the Agent is hereby ceded and pledged to IV in security of its Fees and charges, to which the Agent hereby expressly agrees. The reservation and any extension thereof will only be confirmed if the rental deposit is paid and received by IV on the specified dates. Confirmation of payment of the deposit shall promptly be emailed to res@iconvillas.com. The Guest acknowledges that unless such confirmation is e-mailed to IV, it shall not be possible to identify the payment and allocate it to the credit of the Guest or confirm the reservation, or any extension thereof.

3.1.3. The full balance of the rental shall be paid on or before the date specified in the Confirmation of Reservation, but in any event before the Guest's arrival date. The Guest will not be allowed to take occupation of the premises until the full rental and Breakage Deposits have been paid to and received by IV.

3.2. Breakage Deposit:

- 3.2.1. The Guest shall pay IV a Breakage Deposit in the amount and on the date as set out in the Confirmation of Reservation. Such Breakage Deposit shall be held as a deposit on behalf of the Guest in the account of IV, or the Agent, subject to the aforesaid cession and pledge. The Owner and/or IV shall have the right to apply the whole or a portion thereof towards payment of any liability of whatever nature for which the Guest is responsible, including but not limited to damages caused to the premises, replacement of items missing in inventory, charges for additional services not settled by the Guest and legal fees, if applicable.
- 3.2.2. IV shall retain the Breakage Deposit until all repairs and/or replacements have been finalised. Should no repairs and/or replacements be necessary, the Breakage Deposit will be refunded fifteen days after the Guest's departure date. Should there be deductions from the Breakage Deposit, a R650.00 administration fee shall be payable by the Guest to IV and will be deducted from the Breakage Deposit and R350.00 for every item sourced and replaced by IV.
- 3.2.3. In the event that the Breakage Deposit is insufficient to cover the costs referred to in this clause 3.2, the Owner and/or IV reserve the right to claim any further amount due directly from the Guest, which the Guest hereby undertakes to pay on demand.
- 3.3. Bank Charges: Where bank charges are raised on IV' bank account for international transactions, the Guest shall be liable for these bank charges, which may be deducted from the Breakage Deposit.
- 3.4. Penalties: The Guests shall be liable to pay IV and or the Owner the fees, charges or penalties for breach of this agreement, as stipulated in the attached annexure Error! Reference source not found. Penalties, to which the Guests (including its Agent) hereby agree.
- 3.5. All payments shall be paid to IV by direct deposit into the account as stipulated on the invoice, free of bank charges, currency exchange rates and without deduction or set-off.

4. EXTRA'S

- 4.1. The Guest shall, upon demand by IV, pay for any extra costs (telephone account, guest laundry, personal security, additional transfers, replacement costs for breakage/damaged goods, excursions and experiences, etc., all of which are not included in the initial invoice) incurred in respect of their reservation or during their stay, paid by IV on the Guest's behalf ("Extra's").
- 4.2. Extra's: All such Extra's (for example,) incurred on the Guest's behalf will be for the Guest's account and IV reserves the right to deduct this from the Guest's Breakage Deposit due to the Guest's non-payment of such Extra's or if a dispute were to arise about the Guest's liability for such Extra's.
- 4.3. A surcharge of 10% plus VAT of the value of the Extra's is payable to IV as its facilitation fee.

5. GUEST'S OBLIGATIONS

- 5.1. The Guests, your Agent, the payer and its attendees, jointly and severally (herein collectively referred to as the "Guests") shall be responsible for taking out and maintaining comprehensive travel, personal, health and general insurance in amounts sufficient to adequately cover all risks (including amongst others Force Majeure Events) and to compensate the Guests for any loss, damage to, or destruction of any property, the premises or the death or injury of any person, and the Guests hereby irrevocably indemnify IV against any liability in this regard.
- 5.2. The Guests shall:
 - 5.2.1. ensure that the details pertaining to their reservation are captured correctly in each quote and invoice, as IV accepts no responsibility for any loss, damages, delays or cancellations occasioned by incorrect information supplied by the Guests, or recorded in our documentation;
 - 5.2.2. Allow the Owner or IV access to the premises at all reasonable times to inspect the condition and state of repair thereof and to carry out repairs, should the Owner so desire;
 - 5.2.3. Keep the premises clean, habitable and tidy at all times;
 - 5.2.4. Refrain from making any alterations or additions to the premises, or any part thereof;
 - 5.2.5. Refrain from doing or allowing anything that could damage the premises, or any part thereof or goods/equipment/appurtenances therein;
 - 5.2.6. Refrain from causing any noise or nuisance (including loud tv's, music or shouting) that would in any way disturb the quiet and peaceful occupation of the neighbours to the premises, and shall ensure compliance with local municipal regulations:
 - 5.2.7. Use the premises for residential purposes only, and refrain from hosting parties or events of any nature without the prior written consent of the Owner or IV, including refraining from using the premises for any photographic or film location or as a venue for an event involving anyone other than the specified Guests in the Confirmation of
 - 5.2.8. Refrain from keeping pets on the premises, unless with the prior written consent of the Owner or IV;
 - 5.2.9. Comply with the rules of the Body Corporate, if applicable, and/or any House Rules applicable to the use of the premises as determined by the Owner in his/her/its sole discretion;

- 5.2.10. Adhere to the times of arrival and departure as set out in the Confirmation of Reservation;
- 5.2.11. Ensure that you and all your Guests have the correct travel documents and meet all the visa and health requirements and that these documents are valid throughout your stay;
- 5.3. The Guest's Agent hereby warrants its authority to transact herein on behalf of the Guest as its principal and irrevocably indemnifies IV against any loss or damage suffered by it or the Guest, due to the Agent lacking such authority or a proper mandate from the Guests, or breaching the agreements.

6. VILLA OWNER'S OBLIGATIONS

The Owner hereby warrants that for the duration of its mandate to IV it shall ensure that:

- 6.1. The premises are ready and available for occupation by the Guests as stipulated in the Confirmation of Reservation, subject to force majeure and other exclusions herein, and the Owner hereby indemnifies IV against any liability whatsoever should it be in breach of the agreements;
- 6.2. All remote controls, security discs and keys for internal and external doors, gates and garage doors of the premises are in working condition, made available and clearly marked;
- 6.3. Adequate and neatly laid out operating instructions for appliances and equipment such as washing machines, swimming pools, security alarms, etc, are provided. The position of both the water stoppage and the electricity box must be clearly indicated. Such instructions should be filed together with the applicable "House Rules", and there is/are visible fire extinguishers (at least one on each floor) which should be regularly maintained and so visibly date marked accordingly;
- 6.4. The premises contain sufficient warning signs alerting Guests to any risk or potential harm;
- 6.5. The premises are covered by sufficient comprehensive public liability insurance, subject to the Guests being responsible for all other insurance cover as stated in clause 5.1 above;
- 6.6. No pets, domestic or other animals are to be kept upon the premises unless alternative arrangements are made and agreed to in writing between the Parties;
- 6.7. An adequate supply, in good condition, of the inventory items listed in the Mandate Agreement and Blueprint;
- 6.8. Sufficient heaters and/or fans are provided on the premises, or where so installed, air conditioners are in working order;
- 6.9. The telephone, electricity and water accounts and the accounts of other services such as the gardening services and/or pool services, if applicable, shall be paid up, and in good working order and/or clean throughout the stay;
- 6.10. The premises shall be made available in good and clean condition and all fittings, appliances, equipment and amenities shall be in sound working order;
- 6.11. A qualified plumber will check that the geysers are in good working order prior to an arrival date;
- 6.12. Visible signs at the pool (if any) shall be erected to read "No diving" / "No running around the pool" / "Children to be supervised at all times"; with clear warning signs posted of any other hazard or risk in or on the premises;
- 6.13. Any decking areas are serviced and sanded annually, all screws are level, and proof of maintenance hereof should be available for Guests to view, if necessary;
- 6.14. it adheres to all of the terms of this Agreement of Stay and the Mandate Agreement.

7. ICON VILLAS' RIGHTS AND OBLIGATIONS

- IV (IV (Pty) Ltd), is the duly authorised representative of the Owner, acting only as an agent on behalf of the Owner and does not transact herein as a principal in this agreement, and:
- 7.1. IV reserves the right to terminate this agreement and the occupation of the premises by the Guest, should the Guests commit a serious material breach of this agreement, in Icon Villa's sole and absolute discretion, on the basis that the Guests shall have no Claim against IV or the Owner for such early termination of the agreement. Any termination of this agreement under this clause shall be on 12 hours prior written notice to the Guest for such material breach and the Guest shall be required to vacate the premises immediately upon expiry of such 12-hour period, at its own cost and without liability to the Owner, IV or your Agent, and agrees to be liable for the Penalties set out in the Confirmation of Stay.
- 7.2. IV shall accept all payments set out in the agreements on behalf of the Owner.
- 7.3. IV is hereby authorised by the Parties to undertake such actions as may be necessary or expedient in connection with the maintenance of the premises, the well-being and best interests of the Guests or that of the Owner, at the cost of the Owner who will pay or reimburse IV for its reasonable expenses and services, in the sole discretion of IV.
- 7.4. The Parties agree that IV reserves the right to let the premises to a third party in the event of cancellation by the Guest or failure of the Guest to arrive within 24 hours of the arrival date, which will result in charges and cancellation fees payable by the Guest.

8. INDEMNITY & LIMITATIONS OF LIABILITY

- 8.1. The Owner shall take all reasonable steps and precautions to prevent accidents, injuries, damage and inconvenience to the Guests. Notwithstanding this, the Guests (as defined herein on page 1) hereby accept that no amount of care or precaution can exclude risks inherent in the rental of the premises or use of its equipment and facilities, and hereby voluntarily associates itself with these inherent risks.
- 8.2. Subject to the provisions of this agreement, the Guests indemnify the Owner and/or IV (collectively referred to as the "Indemnified Parties") against any risk, liability, loss, claim or proceedings (collectively referred to hereinafter as "Claims"), including Claims from any other party's consequent upon the death, bodily injury or illness of any person, and/or damage to or loss of any property, or due to unlawful conduct by the Guests.
- 8.3. If the premises include facilities such as a swimming pool, sauna, tennis or squash courts, amongst others, these types of facilities shall be used by the Guests at their sole risk. Children must be supervised at all times.

- 8.4. In consideration for the Owner agreeing to lease the premises to the Guests on the terms and conditions set out in the Confirmation of Reservation and this Agreement of Stay (collectively referred to as "the agreements") the Guests, hereby irrevocably warrant agree and undertake as follows:
 - 8.4.1. to comply with the terms of the agreements and fulfil all obligations of the Guest as set out in the agreements;
 - 8.4.2. to abide by all laws of the RSA and agree not to commit nor permit any criminal offence and/or any unlawful act of whatsoever nature and howsoever arising; and shall ensure that any visitor or third party ("attendee") entering or occupying the premises by arrangement with or at the invitation of a Guest shall abide by the terms of the agreements;
 - 8.4.3. that the Guests shall be liable to the Indemnified Parties for any loss, damage, penalty or injury arising and/ or resulting from the Guests' or their Agent's breach of the provisions of the agreements, wherefore they shall **hold the Indemnified Parties harmless against all loss, damage or injury, from any cause arising**, which the Indemnified Parties may sustain as a result of the Guests/Agents' breach of the agreements, irrespective of whether such breach can be legally imputed to the Guests/Agents' or by virtue of any legal duty upon them not having been met;
 - 8.4.4. to pay the Indemnified Parties on demand whatever sum shall be owing to them arising from the warranty and indemnity set out above;
 - 8.4.5. that the Owner/IV shall be entitled to apply the deposit (as referred to in the agreements) towards the payment of any sum owing to the Indemnified Parties in terms of the agreements.

9. PRIVACY POLICY & CONSENT REGARDING PERSONAL INFORMATION

- 9.1. The Parties hereby irrevocably warrant that:
 - 9.1.1. they consent to the use, storage and retention of their personal information (including that of any minor Guest(s) or attendees, and any Special Personal Information as defined in the Protection of Personal Information Act) as provided to IV, and that such information is up to date true and correct, at all times;
 - 9.1.2. they are competent to consent to this privacy policy in respect of minors and undertake to inform IV immediately of any changes to any personal information or circumstances which have a bearing on this Agreement;
 - 9.1.3. they understand that IV and/or the Owner will not divulge any personal information to a third party, other than as disclosed herein, unless required by law, and furthermore, they hereby consent to IV sharing their personal information with third parties to comply with the legal, accounting and financial requirements of IV and/or the Owner, and/or to deliver services, news and marketing material or Extra's to the Guests or their Agent;
 - 9.1.4. they agree and understand that where IV and/or the Owner provided third parties with their personal information or special personal information such as health or biometric information amongst others, they do so in the discharge of their duties under this agreement or for the proper treatment or care and/or hospitality of the Guests (including minors)/Agent/their attendees, and the Indemnified Parties do not have control over the management and utilisation of that information, and it accordingly indemnifies and holds harmless the Indemnified Parties and its officers, staff and representatives against any Claims of whatsoever nature (including penalties and/or fines and legal costs on the scale of attorney and own client) suffered by the Indemnified Parties, any Guest/Agent/their attendees as a result of a breach by the Guests/Agent/their attendees of their warranties under this agreements.
 - 9.1.5. they will ensure that the terms of the agreements are brought to the attention of each Guest, their Agent or attendees;
 - 9.1.6. they hereby agree to the transfer/storage of their personal information cross-border if required and accept that IV and/or the Owner will endeavour that the same level of protection is afforded to such information as that processed in South Africa.
- 9.2. Our website may use "cookies" to customise it and make your visit to us more user-friendly. Cookies cannot harm your computer in any way and are an industry standard. They are small text files that contain only information provided by you, the visitor, to the website. Furthermore, you may configure your browsers to not accept our cookies.
- 9.3. The Guest hereby agrees that telephone or internet calls (such as Whatsapp amongst others) calls may be recorded for quality control and to maintain our service standards, and that any content generated by the Guest on our social media platforms or directed or posted to us (e.g. in emails, reviews or ratings), can be used by us or by any third party, and the Guest irrevocably licenses such content to IV in perpetuity, at no fee and waives any rights to such content.

10. FORCE MAJEURE OR DESTRUCTION OF THE RENTAL PREMISES

- 10.1. Except where otherwise expressly stated in this agreement, the Indemnified Parties shall not be liable to the Guest, your Agent, the payer or its attendees (hereinafter referred to as the "Other Party") if the Indemnified Parties and/or its Supplier's, ("Suppliers") contractual obligations to the Other Parties are adversely affected by any event which the Indemnified Parties and/or Suppliers could not, even with all due care, foresee or avoid, and these Force Majeure Events can include but are not limited to, war, the threat of war, civil strife, terrorist activity (and its consequences or the threat of such activity), riot, the act of any government or other national or local authority, industrial dispute, natural or nuclear disaster, fire, chemical or biological disaster, adverse weather, epidemic, severe limitation/restriction of transportation facilities, failure or shortage of supplies, liquidation and legal impediment and all similar events outside the control of the Indemnified Parties and/or its Suppliers (collectively referred to as the "Force Majeure Event").
- 10.2. If the rental or part thereof is terminated by the Indemnified Parties or any Extra's are cancelled by a Supplier due to a Force Majeure Event, as defined above, the Indemnified Parties' and/or the Supplier's obligations under this agreement will be terminated in that respect, without liability other than our or the Supplier's obligation to refund the Guest as per paragraph 13 below (if applicable) and your obligation to pay our reservation fee (paragraph 12 below).
- 10.3. In the event of the total or partial destruction of the premises or any portion thereof by any cause not related to the fault or negligence of the Guest or any occupant of the premises, IV shall endeavour to provide the Guest with alternative

accommodation of a suitable nature, but without any liability to the Indemnified Parties, should this not be possible or alternatives not be acceptable to the Guests.

11. BREACH

11.1. Should the Guest or Owner breach this agreement in a material manner then IV shall be entitled to the remedies and penalties set out herein, or available in law.

12. FEES

12.1. IV charges a reservation fee equal to 12% of the Reservation Costs and this fee is earned by IV upon your confirmation of the reservation, it is then immediately payable by the Guests and not refundable, and the Guest specifically agrees that the Reservation costs may be subtracted from any monies paid to us or held by us, and the Guests agrees irrevocably that he/she will not initiate any credit card reverse charge once a reservation has been confirmed. We record that we may in some instances receive commission from Suppliers.

13. CANCELLATION & REFUND POLICY

The Guest hereby agrees to the following cancellation charges:

- 13.1. Should the Guest cancel or shorten their reservation for any reason, <u>more than 3 months before the date of arrival</u>, the Indemnified Parties shall **retain 30% of the Reservation Costs**, as a cancellation charge in respect of cancelled or shortened night's stay;
- 13.2. Should the Guest cancel or shorten their reservation for any reason, <u>less than 3 months before the date of arrival</u>, the Indemnified Parties shall retain 50% of the Reservation Costs as a cancellation charge in respect of cancelled or shortened night's stay;
- 13.3. Should the Guest <u>cancel or shorten their reservation less than 6 weeks before the date of arrival</u>, for whatever reason, the Indemnified Parties shall **retain 75% of the Reservation Costs as a cancellation charge, in respect of cancelled or shortened night's stay**:
- 13.4. Should the Guest cancel or shorten the rental <u>less than 4 weeks before the date of arrival</u>, for any reason, **the full Reservation**Cost will be retained as a cancellation fee or be due and payable if not yet paid.
- 13.5. Any refunds due to the Guest are subject to exchange control approval, if applicable, and bank charges, all of which are for the Guest's account.

14. COURT JURISDICTION

The Parties consent to the exclusive jurisdiction of the Western Cape High Court, Cape Town in South Africa having jurisdiction over the agreements and premises in respect of any legal proceedings, and hereby agrees to receive any notice of proceedings via its supplied email address(es).

15. SURETYSHIP

Should two or more persons conclude this agreement as the Guests, such persons (if adults) shall be jointly and severally liable *in solidum* for the due performance of the Guest's obligations in terms of this agreement, which shall include the Agent of the Guests, where that Agent lacked authority to conclude the Agreement or any part thereof, and any claim occasioned by attendees.

16. APPLICABLE LAW

Regardless of the place of execution, performance or domicile of the Parties, this agreement and all modifications and amendments thereof shall be governed by and construed under and in accordance with the laws of South Africa.

17. DOMICILIUM CITANDI ET EXECUTANDI

- 17.1. The Guest appoints the address of the rented premises and its supplied email address(es) set out in the Confirmation of Reservation as its/his/her *domicilium citandi et executandi* (service address for all legal notices and/or processes) for all purposes under this agreement and agrees to accept service of all legal documents at such premises.
- 17.2. The Indemnified Parties appoint the business address of IV as their *domicilium citandi et executandi* for all purposes under this agreement.

18. ELECTRICITY LOAD SHEDDING

- 18.1. While we do everything to make your stay memorable Guests should know that loss of electricity supply or surges during their stay is possible, as a consequence of the national power utility (Eskom) experiencing outages from time to time. The period of the outages depends on the load-shedding stages which are published by Eskom at https://loadshedding.eskom.co.za or https://sepush.co.za/, from time to time.
- 18.2. Some Owners may provide load-shedding equipment during such electricity interruptions, but the Indemnified Parties give no warranty or promise regarding uninterrupted electricity supply, damage to the Guest's equipment/devices or continued water or gas supply, as these shortages, surges or outages are unfortunately outside of our control and part of staying in South Africa

- and therefore will not qualify as a force majeure event, nor will it constitute a breach by the Indemnified Parties of the agreements, for which Guests can claim.
- 18.3. If your premises have such load-shedding equipment, it will be noted in the website link to your premises, failing which it must be assumed that no load shedding equipment is present.

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ANNEXURE – FEES & PENALTIES

The Guest records his/her/their consent to the terms of the agreements and the following Fees and Penalties:

1.	Late Departure (after 10h00):	50% of the nightly rate plus Call-out fee of between R350 – R950 is charged.
2.	Non-arrival:	100% of the full Reservation Cost
3.	Early arrival (before 14h00):	50% of the nightly rate plus Call-out fee of between R350 – R950 is charged.
4.	Breakage	Actual cost as per Invoice payable to the Owner. Plus an administration charge of R650.00 and R350.00 for every item sourced and replaced by IV, payable by the Guest to IV or to be deducted from the Breakage Deposit (if applicable).
5.	Bank Charges	At cost, payable by the Guest or it can be paid by setoff against any monies held by IV.
6.	Noise nuisance:	Call-out fee of R 5,000.00 per incident. A penalty of R20,000 will be imposed on the Guest and will be deducted from the Breakage Deposit
7.	Unauthorised guests in premises:	100% of the nightly charge per person based on the number of Guests as per Confirmation of Reservation, per person per night.
8.	Extra's	Based on out invoice for actual expense plus our administration fee of 10% plus VAT.
9.	Admin Fee	Between R650 – R950 for attendances by IV
10.	Cleaning Fee	R900-R2,500 once off, or per instance so requested.