



## STRAIGHTPROPS 91 t/a LE GRAND JARDIN

Registration number 2007/204229/23

VAT number 4230232326

### HALF BOARD RACK RATES

Validity Period	RACK RATES <i>(Villa Exclusive Use: 6 Rooms)</i>
01.10.2023 – 30.04.2024	R 52 400
01.05.2024 – 30.09.2024	R 42 900
01.10.2024 – 30.04.2025	R 55 900
01.05.2025 – 30.09.2025	R 45 760
01.10.2025 – 30.04.2026	R 58 660

#### Rates are:

- quoted in local currency.
- per night for exclusive use of the property.
- inclusive of daily continental breakfast and daily 3-course dinner per person (excluding beverages).
- based on a **minimum 2-nights** requirement year-round, and a **minimum 7-nights** requirement during peak season (15 December – 15 January).
- Subject to availability.
- inclusive of 15% VAT and excludes 1.15% Tourism Levy.
- **excluding** a refundable breakage deposit of R5 000. After evaluation, refunds will occur 7 days after departure.

#### Villa facilities included:

- Private Chef
- Secure onsite parking
- Wireless internet
- Welcome drink on arrival.
- Laundry for basics and daily housekeeping
- Access to the sauna, jacuzzi, zip line, carousel, and fitness gym
- Selected transfers to/from Stellenbosch

#### Children:

- All children are welcome. Small children to be supervised at all times, as there is a natural dam on the property.
- The Villa can accommodate 15 people in total, including any children.

*Please note that all rates may change at any time without prior notice.*

#### HOTEL CONTACT PERSON:

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#### Keturah Seaman:

+27 82 803 9194

[villahost@wonderlandescapes.com](mailto:villahost@wonderlandescapes.com)



## 1. TERMS AND CONDITIONS

### 1.1 Payment

- 1.1.1 A provisional booking does not guarantee the accommodation until such time as the confirmation deposit has been received. Le Grand Jardin reserves the right to continue quoting the requested dates until the deposit has been paid. In the event of another client requesting the dates held and willing to pay a deposit within your period, your deposit will be payable within 48 hours of notification from Le Grand Jardin.
- 1.1.2 Within 7 days of confirming the booking, a 50% deposit must be paid along with the refundable breakage deposit. The booking will only be confirmed once the deposit has been received.
- 1.1.3 8 weeks prior to arrival, (or on making the reservation if within 8 weeks), payment in full must be received by the hotel.
- 1.1.4 The villa reserves the right to request deposits or full payment in advance.
- 1.1.5 All payments must be made in the applicable currency directly to the hotel. Kindly consider currency fluctuations.
- 1.1.6 Credit arrangements are on application only, directly with the villa. Unless approved, all reservations will be on a prepayment basis as outlined above. Should payment not be timeously received, the villa reserves the right to automatically cancel the reserved accommodation and at the same time reserves the right to cancel or refuse to accept further bookings.
- 1.1.7 The Hotel Management Company does not accept or extend credit arrangements on behalf of the villa. Credit arrangements are on application only, directly with the villa.

### 1.2 Cancellation Charges

- 1.2.1 Cancellation charges are calculated on the total cost of stay.
- 1.2.2 Days prior to arrival:

30 days or less:	50%
14 days or less:	100%
No Shows:	100%

*(A No-show is the non-arrival of a guest without prior notification in writing by email to the villa. In the case of a no-show a fee of the full amount of stay will apply)*

## 2. RATES AGREEMENT

- 2.1 Rates are:
  - quoted in local currency per day.
  - inclusive of 15% VAT and excludes 1.15% Tourism Levy (unless otherwise stated)
  - subject to change without prior notice
  - based on a minimum 2-night stay restriction
  - including daily continental breakfast and 3-course dinner per person.
- 2.2 All Government taxes and levies are applicable. Le Grand Jardin unilaterally reserves the right to automatically, without prior notice, increase the rates accordingly should such Government taxes or levies be amended, or should a further tax or levy be introduced during the duration of this Agreement.
- 2.3 Rate periods are effectively "rate per day", i.e. the rate may change over the period of a reservation if it spans two rate periods or dates where a peak period supplement is applicable.

### **3. VALUE ADDED TAX**

- 3.1 It is recorded that the Booker shall be liable to pay Le Grand Jardin VAT, and any replacing, substituting or similar tax that may be imposed, in respect of accommodation in terms of this agreement.
- 3.2 The Booker specifically acknowledges that the rate is expressed inclusive of any such tax.

### **4. RESPONSIBILITY**

To the fullest extent permitted by law:

- 4.1 Neither Le Grand Jardin, nor any person acting for or on behalf of, or employed by Le Grand Jardin will be liable for any loss, damage or injury of whatsoever nature arising including, without limitation, all direct and indirect consequential and special losses, or damages, sustained by any Client or his guests. Guests or other person (indemnifying party) making a reservation, or staying at Le Grand Jardin, arising from or in connection with any travel undertaken by any indemnifying party to and/or from the Hotel by the indemnifying party, save to the extent such loss is directly caused by Le Grand Jardin's gross negligence or willful misconduct.
- 4.2 The Client indemnifies and holds Le Grand Jardin, its directors, employees and management companies, harmless against any and all claims made by any guests arising from loss, injury, death, illness, delays, theft, fines, taxes or other fiscal charges or penalties or any other claims of whatsoever nature and howsoever arising and whether or not any such claim arises as a result of any act or omission of Le Grand Jardin, or a member of its staff or any other person, save to the extent such loss is directly caused by Le Grand Jardin's gross negligence or willful misconduct.
- 4.3 It is the Client's sole and absolute responsibility to ensure that they are aware of and take any necessary health precautions recommended or required for travel, as well as to declare their medical status in relation to COVID-19 or any other communicable diseases.

### **5. FORCE MAJEURE**

- 5.1 If either Le Grand Jardin or the Client is unable to perform any of its obligations under these Terms due to any reason beyond its control, including, but not limited to, force majeure, acts of God, strikes, flood, storm, dire, epidemic, pandemic, travel bans and/or restrictions imposed by and/or any other acts of a competent or government authority (including the government of the Republic of South Africa), then both parties will be excused from any obligations under these Terms while such Force Majeure Event persists, but in respect only of the affected booking/s/reservation/s. This means that Le Grand Jardin may, in its discretion vary or cancel bookings/reservations.
- 5.2 Le Grand Jardin shall provide a full (where no services have been used the Client) or partial (where some services have been used by the Client and charged on a pro rata basis) refund any services that Le Grand Jardin was unable to deliver as a result of the Force Majeure Event. If, after having made all reasonable and proper enquiries, Le Grand Jardin is of the view that the booking/reservation will proceed, the Client cancels their booking/reservation, then no refund will be payable by Le Grand Jardin.
- 5.3 The party invoking the force majeure shall use its reasonable endeavours to terminate the circumstances giving rise to the Force Majeure Event and upon termination of the circumstances giving rise thereto, shall immediately advise the other party thereof in writing.
- 5.4 Should Le Grand Jardin be unable to provide the room(s) and/or services described for any reason other than force majeure, then the Hotel shall be obliged to use its reasonable endeavours to provide alternative accommodation to the Client at another hotel similar or of a comparable standard, subject to such facilities being available. Le Grand Jardin's liability to the Client shall be limited to the amount paid by the Client in respect of the booking. Le Grand Jardin shall not be held liable in respect of any loss and/or damages suffered by the Client as a result of the Client being relocated to another hotel, provided that such loss and/or damage was not as a result of the gross negligence and/or willful misconduct on the part of Le Grand Jardin.

## **6. PENALTY**

Should a company fail to pay on the due date then, without prejudice to any other rights conferred on the hotel shall be entitled to claim from the company interest on the overdue amounts at the prime bank rate plus 2% (two per centum) from the due date of payment until and including the actual date of payment. Such interest shall be compounded monthly on the last calendar day of every month from the due date for payment of the money in respect of which the interest is chargeable until the payment of such monies in full.

## **7. DOMICILIUM CI TANDI ET EXECUTANDI**

The parties respectively choose as their domicilium citandi et executandi, and as the address at which they shall accept service of notices given pursuant hereto, the respective addresses of the parties set out in the schedule above.

- 7.1 Each party shall be entitled to change such party's address for the purposes of the preceding sub-clause on seven (7) days' written notice to the other, provided that the new address is within the Republic of South Africa.
- 7.2 Any notice sent by one party to the other by prepaid registered post shall be irrefutably presumed to have reached the other three (3) business days after the date of posting thereof.
- 7.3 The foregoing notwithstanding, a written notice received by a party shall be adequate notice to such party on the date of such receipt, even if received at an address other than such party's said domicilium.

## **8. COST OF PROCEEDINGS**

Should Le Grand Jardin institute proceedings against a company pursuant to this agreement and/or the breach thereof, then, without prejudice to any other rights of the villa, Le Grand Jardin shall be entitled to recover from the company all legal costs incurred, including all costs incurred by Le Grand Jardin between attorney and client, as well as collection charges payable to Le Grand Jardin attorneys, as well as tracing charges.

## **9. RELAXATION OF CONDITIONS**

No relaxation or indulgence or extension of time which Le Grand Jardin may show or allow to the company shall in any way prejudice the hotels rights hereunder.

## **10. COMPANY BANK DETAILS**

Bank:	Investec Bank
Branch Code:	580105
Account Name:	Straightprops 91 CC
Account Number:	1001 1117 522
SWIFT code:	IVESZAJJ

## **11. COMPANY ADDRESS**

Straightprops 91 CC t/a Le Jardin, Petershof  
Le Grand Jardin Villa  
Devon Valley Road, Devon Valley  
Stellenbosch  
7599