

**L'OLIVIER GUEST WINE AND OLIVE FARM
("THE PROPRIETOR")**

CONDITIONS OF RESIDENCE

1. To secure a reservation, a deposit of 50% of the cost of the accommodation is required 7 (seven) days prior to arrival.
2. Periodic payments shall be made should the account exceed the credit limit. Furthermore the guest hereby irrevocably authorizes the proprietor to debit his credit card with any outstanding amounts due to the proprietor.
3. Accounts are to be settled in full on departure in cash or by credit card. Cheques will only be accepted by prior arrangement.
4. The guest hereby:
 - 4.1 accepts liability for the replacement cost relating to all breakages and/or damages of whatsoever nature or kind and howsoever arising caused to the proprietor's property by the guest ("damages") and
 - 4.2 irrevocably authorizes the proprietor to debit the guests credit card with the amount of such damages prior to the guest's departure.
5. A certificate signed by or on behalf of the proprietor shall constitute conclusive proof of indebtedness for all purposes including any action instituted.
6. Rooms are to be vacated by 10h00 on the day of departure.
7. The guests shall by their signature of the registration documentation be deemed to have indemnified the proprietor against any loss and/or damage to person and/or property of whatsoever nature or kind and howsoever arising and by whomsoever caused and whether caused by any negligent (gross or otherwise) act or omission on the part of the proprietor.
8. The proprietor has the right to cancel any reservation forthwith and without any liability on its part in the event that Acts of God or any other causes beyond the control of the proprietor preclude the proprietor from discharging its obligations in respect of any reservation. In these circumstances, every effort will be made to accommodate the reservation in another establishment in consultation with the guest.
9. The guest hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction over the guest arising from the proprietor's provision of accommodation and/or goods and/or services provided that the proprietor shall have the right in its sole and absolute discretion to institute proceedings in any division of the High Court of South Africa having jurisdiction.
10. In these conditions of residence:
 - 10.1 an expression which denotes:
 - 10.1.1 the masculine gender shall include the feminine gender and vice versa;
 - 10.1.2 a natural person shall include an artificial person and vice versa;
 - 10.1.3 the singular shall include the plural and vice versa.
 - 9.2 the expression:
 - 9.2.1 "proprietor" shall be deemed to include the proprietors directors and/or its employees and/or its agents and/or its invitees and/or their guests and/or their visitors;
 - 9.2.2 "guest" shall be deemed to include the members of the guests' accompanying family, his visitors and/or invitees.

- ENJOY YOUR STAY -