Sudwala Chalets Share Block (Pty) Ltd – House Rules

(Please ensure that you and your party read the following carefully)

Kindly note that these House Rules have been approved by the Board in accordance with the Use Agreement of the Share Block and apply to all guests, visitor(s) who gain access to the Resort.

Sudwala Chalets Share Block (Pty) Ltd – House Rules

1 **Main Gate access and Departure Day -** The main gate will be manned by a security guard 24 (Twenty-Four) hours a day. If the main gate is closed, the guest(s) and or visitor(s) can request the security guard to assist accordingly.

1.1 The guest(s) may check in and collect the unit keys from reception from 16h00 on the commencement date of their booking / Time Module.

1.2 The unit(s) must be vacated, and the keys returned to reception no later than 10h00 on the day of departure. The guest(s) will be liable to pay a fine of R200.00 (Two Hundred Rand) for each hour after 10h00 on the day of departure, if the unit(s) have not been vacated and keys returned.

2 **Day Visitor(s) visiting Guest(s) at unit(s) –** Each unit is allowed the number of day visitors equal to the maximum persons allowed as per the unit allocation, subject to the management's discretion. Should the guest(s) want to invite more than the permitted number of day visitors, then the guest(s) must acquire the permission of management beforehand. Each day visitor must pay R50.00 (Fifty Rand) at reception upon entry. Day visitor(s) are only permitted onto the Resort between the hours of 06h00-20h00. Day visitors must adhere to the House Rules, as far as it relates to them. Visitors' Permits and Indemnity documentation must be completed before gaining access to the Resort.

3 **Noise Levels -** All occupants must observe and respect the tranquil environment of the Resort/Share Block. You may not create a noise nuisance or disturbance during any hours of the day or night. Right of admission is reserved for noise nuisances and/or disturbance, and you may be required to leave the premises should you not adhere to the rule.

4 **Inventory – Unit(s) (Cutlery, Crockery etc.) -** Inventories in the unit(s) needs to be checked by the guest(s) within 24 (Twenty-Four) hours of their arrival and if there are any discrepancies regarding the items (cutlery, crockery, etc.) on the inventory list, they need to inform the reception thereof within 24 (Twenty-Four) hours of their arrival, as the Resort reserves the right to charge for missing or damaged items on the inventory list. **If reception is not provided with any feedback regarding the Inventory list within 24 (Twenty-Four) hours of the guest(s) arrival, we will assume that the guest is satisfied that all the items on the inventory list are in the unit(s) and in good condition.**

4.1 Please do not replace damaged or broken items, as the Resort reserves the right to do so for matching purposes.

4.2 Every unit has been outfitted with a specific list of items as per the inventory list (cutlery, crockery, etc.), and we kindly request that you do not transfer items between the units. A recovery fee of R 350.00 (Three Hundred and Fifty Rand) will be payable for items that have been transferred from one unit to another unit, in addition to any Key / Breakages Deposit.

5 **Key / Breakage Deposit and Inventory -** A Key / Breakage Deposit charge is payable at Reception upon arrival of the guest(s). The amount may vary from time to time as determined by the Board. The Key / Breakages Deposit is payable in cash; in some instances, the Resort may allow that the Key / Breakages Deposit be paid via credit card. **Kindly note that a Key / Breakages Deposit is required for EACH unit occupied.**

5.1 If the unit(s) key(s) are lost or stolen, the guest will be held liable for the replacement value thereof for R 500.00 (Five Hundred Rand).

5.2 **Upon the guest(s) departure, the unit(s) occupied will be inspected by our staff and if it is found that there are damage to the unit(s) or items are not accounted for on the inventory list, the guest(s) will be held liable for damage caused and/or replacement costs of the items on the inventory list and in these instances the guest(s) herewith agree that the costs will be deducted from the Key / Breakages Deposit. Should the damage or the value of the items not accounted for on the inventory list exceed that of the Key / Breakages Deposit, the guest(s) herewith agree to pay the shortfall immediately before departure or as soon as reasonably thereafter, as agreed with the Resort Manager, or as soon as reasonably possible upon presentation of an Invoice. Alternatively, the guest(s) authorises the Resort to deduct the excess damages directly from the provided credit card account if said details were provided.**

5.3 **If there is no damage to the unit(s), the items on the inventory list have been checked by the staff, and the keys returned to reception. Any fees and/or fines due to the Resort, as provided herein, will be deducted from the Key / Breakages Deposit, and the remainder will be given to the guest(s) and/or transferred into the guest(s) allocated bank account within a period of 14 (Fourteen) days from the departure date.** If the guest paid the Key / Breakages Deposit in cash upon arrival and upon departure, and would like to receive the Deposit back in cash, the unit(s) will first have to be inspected by our staff, and then the cash Deposit will be returned.

6 **Unit(s) and Occupants –** The number of guests permitted to each unit, which includes children of all ages, which may be accommodated in a 2 (Two), 4 (Four) or 6 (Six) sleepers are 2 (Two), 4 (Four) or 6 (Six) people respectively as per the prescribed unit allocation (inclusive of children and infants). Units are let strictly according to the number of beds/sleeper couches available, over occupancy is not permitted under any circumstances: **1 Bedroom (Two Sleeper) -** 2 (Two) adults, **1 Bedroom (Four Sleeper)** - 2 (Two) adults and 2 (Two) children under 12 (Twelve), **2 Bedroom (Six Sleeper)** – 4 (Four) adults and 2 (Two) children under 12 (Twelve). **The sleeper couch in the unit(s), if any, is only suitable for children under the age of 12 (Twelve).**

6.1 The number of guests permitted to each unit is prescribed in the Use Agreement of the share block in accordance with the Share Blocks Control Act 59 of 1980 (amended) and the Property Time-Sharing Control Act. 75 of 1983 (amended). **Kindly keep to the allocated number of guests per unit as the aforesaid Acts provide that over-crowding is a violation thereof and as such punishable by Law.**

6.2 To prevent wear and tear on the furniture and the interior of the unit(s), we kindly request that you do not move the furniture around. The furniture has been carefully arranged for maximum comfort and the best utilisation of space.

6.3 No private parties/braais that exceed the allocated unit allocation may be held at the unit(s) without the Resort Manager's prior approval.

7 **Towels and Linen -** Please do not remove the unit towels, sheets, linen, etc. from the unit(s). **The unit towels may not be used at the swimming pool(s).** Guest(s) and/or visitor(s) must bring their own swimming towels to be used at the swimming pool(s

7.1 Should the guest(s) stay at the resort for a period of 7 (Seven) nights, they will receive a towel change during their stay. Kindly ask the reception for further information hereon should you require the same. If the guest(s) require any additional towels or linen changes, the same can be arranged with the unit(s) housekeeper or reception for a nominal fee.

8 **Cleaning –** The unit(s) will be cleaned regularly (except on public holidays and Sundays, as there will be no cleaning); however, should the guest(s) and/or visitor(s) require additional cleaning services, additional cleaning services can be arranged with reception for a nominal fee. The cleaning staff strives to keep the unit(s) up to international standards and take pride in their service; as such, we kindly request that the guest(s) leave the unit(s) in the same condition as they found them upon departure. If the unit(s) are left in an unacceptable state on departure, the guest(s) will be held liable for a service fee of R 350.00 (Three Hundred and Fifty Rand). Guest(s) will be liable for an additional cleaning fee of R 100.00 (One Hundred Rand) if the bed is wet, etc.

9 **Security and Personal Property -** Please ensure to keep the doors and windows secure at all times when you leave your unit(s). Please do not leave your valuables lying around in plain sight. Make use of the safe provided in the unit(s) to secure your valuables.

9.1 Kindly bring any valuables found lying around on the property, not belonging to you or your party, to the reception. If you have lost valuables on the property, kindly inquire at reception if someone handed it in. Valuables that are not claimed within 90 (Ninety) days will be given to charity. If guests discover that they accidentally left valuables in the unit(s) and/or lost valuables on the property and the same have been found and are with reception, then the same will be posted to the guests, in which event they will be liable for the costs associated therewith.

9.2 **Personal property is brought onto the Resort at the guest(s) and/or visitor(s) own risk.**

10 **No-Burn Policy** – It is strictly prohibited to smoke or burn any items inside the unit, including but not limited to cigarettes, cigars, pipes, incense, candles, and any other combustible materials. Smokers may only smoke in designated areas. Burning of any items in the unit and smoking in non-designated areas will attract a fine of R 350.00 (Three Hundred and Fifty Rand).

11 **Driving on the Resort** ***(Pedestrians, cyclists and animals on the Resort have the right of way at all times)*** **-** Please keep to the speed limit on the Resort as indicated by the Speed Limit boards. Guest(s) and/or visitor(s) may drive 25 (Twenty-Five) km/h on the resort. Guest(s) that exceed the speed limit will be liable to pay a fine of R 500.00 (Five Hundred Rand) per contravention. No person may drive a vehicle that does not have a valid driver's license.

12 **Substance Use** ***(Persons under the influence of alcohol or other substances who are acting in a disorderly manner will be removed from the premises with immediate effect)*** **-** The use of illegal substances is strictly prohibited, and any users will be escorted off the premises and referred to the relevant authorities.

12.1 **The use of cannabis (marijuana) or products infused therewith is strictly prohibited on the Resort.**

13 **Usage of Space, No Entry and/or Restricted areas -** No person shall use any space on the Resort in any manner, which may unreasonably interfere with the use and enjoyment thereof by other guests or residents.

13.1 **No entry is permitted to areas marked with No Entry boards.** No entry is permitted to the reserve area or any fenced-off / restricted area on the premises, as there are dangerous animals within those areas, and the reserve is privately owned.

14 **Fauna, Flora, and Pets -** It is strictly prohibited to disturb, destroy, kill, or remove any fauna or flora on the Resort. No pets or animals of any kind are permitted on the Resort by guest(s) or their visitor(s). Please do not feed the animals. A Fine of R 500.00 (Five Hundred Rand) will be charged if this section is contravened.

15 **Parking and Vehicles -** Parking on the grass is strictly prohibited. The guest(s) and/or visitor(s) must use the allocated parking bays of the unit(s). If there are no more visitor parking bays available, the remainder of the vehicles must park at reception. No motorcycles, quadbikes or tri-bikes are allowed on the Resort. **Parking is done at one's own risk.**

16 **Hiking Trails (Guided Tours) –** Guest(s) and/or visitor(s) must inquire at reception to obtain more information regarding the guided hiking trails. Only make use of the marked and/or allocated hiking trails (There is very little to no cell phone coverage in certain areas). Do not make use of the hiking trails after 16h00. **The use of the hiking trails is solely done on own risk. Hiking trails may be closed at any time.**

17 **Litter -** Please do not litter anywhere on the Resort and/or the nature reserve area(s). A fine of R 300.00 (Three hundred Rand) will be charged upon contravention.

18 **Fires and Wood –** Please do not use any wood found within the resort and/or the nature reserve area to make fire(s), and please do not move the wood from its natural location. Fires must be doused and completely extinguished before retiring for the night. Unprotected fires may not be lit anywhere on the property. Fires may only be lit in a braai area, built specifically for that purpose, and must be adequately supervised. The lighting of fires outside of the designated braai areas/fireplaces is strictly prohibited. Please avoid making fires during windy periods. If you notice a fire, please immediately call the reception to report it.

19 **Resort Liability - The Resort shall not be responsible for any injury to or death of any person or the loss or destruction of or damage to any of the guest(s) or visitor(s) property at the Resort, arising from the supply of goods and services at the Resort, except in the case of gross negligence.**

20 **Emergency Procedures -**

20.1 **Evacuation Procedure -** If the evacuation warden (housekeeping manager) reports to your unit to evacuate, please follow the following guidelines:

20.1.1 Make sure that all your family and those of your party are accounted for. Evacuate the unit(s) immediately and close all doors and windows on your way out. Gather at the assembly points (as shown on the map in the unit) and await further instructions.

20.2 **Emergency Procedure -** Fire *(All fires must be reported to reception or security immediately)*

20.2.1 Raise alarm, notify, or inform someone to contact reception (after-hours number available in the booklet) or Security and safely take steps to extinguish or contain the fire (fire extinguishers are available in the unit(s)). Should the fire get out of hand, evacuate the unit immediately, do not stay in the unit and do not try to save any possessions, as this could endanger your life or that of your party. Make sure that all the members of your party have been evacuated from the unit and are clear of any hazards.

20.3 **Injury to a Person -** If a member of your party is injured or ill, please follow the following guidelines:

20.3.1 Stay calm (this will help keep the patient calm) and keep the patient warm and comfortable. Do not give the patient any medication or alcohol before help arrives. The reception and the games room only keep basic first aid kits to assist in minor cuts and bruises. For any further specialised assistance, reception can be contacted to call an ambulance.

21 **Payments and Refunds -** Any payment(s) towards the Resort as provided herein (Key / Breakage Deposit, Breakages, fines and/or other Payments, etc.) can either be made via cash or credit card**. By using the occupation, the guest(s) authorise the Resort to deduct any such payment(s) from the Key / Breakage Deposit and should the amount due exceed that of the Key / Breakage Deposit, the guest(s) agrees to effect payment of the shortfall immediately before departure or as soon as reasonably thereafter as agreed with the Resort Manager, or as soon as reasonably possible upon presentation of an Invoice. Alternatively, the guest(s) authorises the Resort to deduct the excess damages directly from the provided credit card account if said details were provided. Alternatively, the Resort will invoice the guest(s) for any such payment(s), in which even the guest(s) agrees to settle the invoice upon presentation within 30 (Thirty) days from the date on which the invoice was provided.** Kindly refer to paragraph 5 regarding refunds. The amounts (costs, fines, etc.) stipulated herein may vary from time to time as per the Board's discretion.

22 **Protocols -** Any protocol or mechanism, as directed by the Board or Management from time to time, must be adhered to, i.e., COVID-19 protocols.

23 **ENFORCEABILITY OF HOUSE RULES - THE HOUSE RULES ARE ADOPTED IN ACCORDANCE WITH THE USE AGREEMENT OF THE SHARE BLOCK. BY GAINING ACCESS TO THE RESORT, THE GUEST(S) AND VISITOR(S) AGREE THAT THEY WILL ABIDE BY THE RESORT HOUSE RULES AS PROVIDED HEREIN AT ALL TIMES AND THEY WILL ENSURE THAT THE SAME IS UPHOLDED. THE RIGHT OF ACCESS REMAINS STRICTLY RESERVED AT ALL TIMES. PERSONS CONTRAVENING ANY OF THE RULES OR ACTS IN AN INAPPROPRIATE FASHION MAY BE REMOVED FROM THE PREMISES AT THE DISCRETION OF THE MANAGEMENT OR DELEGATED AUTHORITY, WHOSE DECISION WILL BE BINDING AND FINAL.**