

RESERVATION AGREEMENT

Made and entered into by and between

THE OWNER Bay Retreat luxury Villa – Luxury Villa Collections Limited

and

THE TENANT acting on behalf of all intended Occupants

whereby the Owner hereby rents to the Tenant, who hereby leases from the Owner the undermentioned Premises for the period, at the rate and on the terms as set out below and subject to in the conditions in Appendix 1 hereto

In this Agreement the following expressions will have the meanings and/or consequences as set out pursuant to the respective expressions, namely:

1. **The Owner** is: Bay Retreat Luxury Villa – Luxury Villa Collections Limited
2. **The Tenant**, representing and contracting on behalf of all the Occupants is :
 - 2.1. Full Name : _____
 - 2.2. South African ID Number (if applicable) : _____
 - 2.3. Nationality: _____ and holder of current and valid Passport No. : _____
 - 2.4. Physical address : _____
 - 2.5. Postal Address : _____
 - 2.6. Telephone : _____
 - 2.7. Telefax : _____
 - 2.8. E-mail : _____
3. **The Premises** generally described as a Villa are:
 - 3.1. Situated at : 12 Fairways, Camps Bay, Cape Town 8005
 - 3.2. Incorporating: 4 bedrooms with 2 king and queen beds, 2 twin / double beds and sleeper couch.
4. **The Occupancy Limitation** is :
 - 4.1. The Contracted total number of 8 adults and 2 children occupants to be occupants / guests over the period of the lease;
 - 4.2. Rate per day per Additional Guest Occupant above the contracted number will be R TBC
5. **The Rental** for the premises is at :
 - 5.1. The nightly rate of R _____
 - 5.2. Being in total over the leased period R _____
6. **The Occupation Period** will be for nights
 - 6.1. From the date of arrival, being 14:00 Hrs on "the **Occupation Date**" of the ___day of____
 - 6.2. To the day of departure, being 10: 00 Hrs on "the **Termination Date**" of the ___day of____
7. **The Final Payment Date**, being the date by which the full Rental must be paid is: the ___the ___day of____
8. **The Deposit**
 - 8.1 If the Reservation Agreement is concluded more than **6 (six)** weeks before the Date of Occupation, then
 - 8.1.1 a deposit of 30% (thirty percent) of the total Rental will be payable upon receipt of invoice from the Agent; and
 - 8.1.2 the balance of 70% (seventy percent) of the Rental will be payable by the Final Payment Date.
 - 8.2 If the Reservation Agreement is concluded within **6 (six)** weeks of the Occupation Date, then 100% (one hundred percent) of the Rental will be payable upon receipt of invoice from the Agent.
 - 8.3 The Tenant shall make the Payment of both the Deposit and the balance of the Rental by way of electronic transfers, or by such other manner as agreed to by the Agent, into the Nominated Bank Account.
- 9 **The Nominated Bank Account** is: provided upon booking
- 10 **Confirmation of Booking** occurs when and not before the Owner receives the signed original or faxed copy of the Reservation Agreement from the Tenant and the Deposit, or Clause 9.2 payment above, is reflected as having been transferred into the Nominated Bank Account.

11 **The Refundable Breakage and Security Deposit**, (provided upon booking) hereto to cover breakages, return of all keys and to offset any losses / damages sustained by the Owner, **is the sum of R 10,000.00 (ten thousand Rand)** which is to be effected by way of freezing the amount on the Tenant's Visa or Master Card by giving the Owner an imprint of such card and signing appropriate documentation for the purpose.

12 **Formalities and Deemed Consequences of Signature:**

- 13.1 The above booking will fall away after 7 (seven) days of the date of signature below by the Owner unless they have received a faxed copy of this Agreement signed by the Tenant within that period.
- 13.2 The Tenant is requested to initial the first page of this agreement and each page of Appendix 1 hereto;
- 13.3 By signature of this agreement, the Tenant is deemed to have read this agreement, the full and exact meaning of which, the Tenant acknowledges that he/she understands and accepts, notwithstanding that he/she may not have initialed all the pages.
- 13.4 This document, shall be considered to be an original binding and enforceable agreement, whether executed in original binding counterparts brought together or in facsimile form with copy to follow, unless specified to the contrary in the content.

THE OWNER (Signature)

In his/her personal capacity*
herein represented by*

(Print name)

who warrants that he/she is duly authorised

DATE: _____

PLACE: _____

TENANT (Signature)

in his/her personal capacity and on behalf of all
occupants

(Print name)

who warrants that he/she is duly authorised

DATE: _____

PLACE: _____