



TERMS AND CONDITIONS OF LEASE

1. Rights of Admission Reserved.
2. All guests must read and sign a copy of the Pearls of Umhlanga Code of Conduct.
3. If your reservation has not been paid in full and cleared in our Trust Account by date of arrival, no keys nor biometrics access will be arranged or granted.
4. Pearls Sales & Rentals is registered with the Property Practitioners Regulatory Authority (PPRA) and holds a valid Fidelity Fund Certificate. Pearls Sales & Rentals do not accept any cash payments and all payments made by the Guest must be done electronically via EFT or through PayBridge. All moneys received is deposited into our dedicated Trust Account opened in terms of Section 54(1) of the Property Practitioners Act, No 22 of 2019 and is subject to a FICA process required by the FICA Amendment Act.
5. Biometric access will only be given during office hours and not to guest under the age of 12 years.
6. Should the Pearls of Umhlanga Body Corporate suffer any loss or damage as a result of an act or omission by a guest or visitor of a guest, the primary guest will remain liable for full reimbursement of such loss or damage incurred and warrants that he/she will pay for same, on demand, without offset or delay.
7. Similarly, in certain complexes where fines are issuable for contravening the rules of the Body Corporate, the guest will remain liable for the payment of such fine, on demand, without offset or delay.
8. Confirmation of the reservation will be deemed as entering into a lease agreement, which is a legal and binding agreement, deemed too have been entered into in the Magisterial District of Ethekweni Municipality. Should any legal action arise from the lease, the guest will be responsible for all costs on an attorney-client scale.
9. The guests Domicilium Citande Executandi shall be the address reflected on the online Booking Form and legal notices will be deemed delivered if via e-mail to the e-mail address provided on the on-line reservation.
10. Sub-letting is strictly prohibited.
11. Overcrowding is not permitted. Apartments are let strictly according to the number of beds available (one per single or 3/4 bed, two per double/Queen or King Bed), and as per the number of guests recorded above. Use of portable/blow-up mattresses is also not permitted. Pearls Sales & Rentals reserves the full right to immediately evict all guests without refund for overcrowding.
12. We do not allow any persons under the age of 21 to occupy any unit without resident adults' supervision. Should the person making this booking not be present for the duration of the booking, this could result in the eviction of all guests in the unit, without a refund.
13. Unless advance arrangements have been made and can be accommodated, in writing, check in time is strictly after 15h00 and check out time on the day of departure is strictly before 09h00. Biometric access will be instated and cancelled in terms of these times.
14. Should guests not depart before 09h00 a fee of R200 per hour for every hour after 09h00 will be levied against the guest, and shall be paid by the guest on demand, without offset or delay.
15. No refunds or discounts will be given for early departure, for what's so ever reason.
16. Once the keys have been collected, they are the responsibility of the guests and if lost, damaged, or not returned on departure, the guest will be liable for replacement of locks, keys and remotes.
17. On departure, please ensure that all windows and doors are locked as the guest will be liable for any losses incurred when you are out or have vacated the premises. Keys are to be returned to the Pearls Sales & Rental Office.
18. Pearls Sales & Rentals cannot be held liable for any loses or inconvenience to the guest caused by an act beyond our control or any act of Pearls Sales & Rentals or any member of staff shall not be liable for any injury, death, loss, damage, accident, delay, or inconvenience, howsoever caused, during the guests stay. Any loss or additional expense caused due to acts of God, nature, war, terrorism, insurrection, riot, boycott, theft, fire, labour action, government action or natural disaster, bad weather, interrupted electrical / water / municipal services or other causes, will be borne by the guest, and Pearls Sales & Rentals accepts no liability, therefore. Furthermore, no refunds or discounts will be given in the event of any of the above occurrences.
19. All persons who make use of the Pearls of Umhlanga facilities and apartments rented, do so entirely at their own risk.



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20. Guests and their visitors must abide by the terms and rules of the Pearls of Umhlanga Body Corporate or the Umhlanga Municipal By-Laws in the property which they stay. Risk of eviction without refund in the event of a breach of these terms and rules (whether for unpermitted pets, overcrowding, excessive noise, or unaccompanied minors).
21. Parking is restricted to parking bays allocated to the specific units.
22. Upon arrival, the apartments inventory must be checked by the guests, and any discrepancies must be recorded and send on WhatsApp 0838579793 within 12 hours of arrival. If no shortages/breakages or damages are reported, the contents of the apartment will be regarded as correct, and the guest will be held responsible for any shortages/breakages or damages incurred. Please note that the apartment is only inspected after the guest has vacated the premises.
23. Upon departure guests are required to leave the apartment, in the same condition they received it, if not, a departure cleaning fee of R1 500.00 plus VAT will be charged and deducted from the breakage deposit, or will be paid by the guest on demand, without offset or delay. This will include the cleaning of linen.
24. Furniture and utensils may not be removed from the apartment or carried from one apartment to another. Should this occur, the full breakage deposit will be forfeited.
25. Apartments are self-contained, please bring your own toiletries, towels, and cleaning materials.
26. No pets allowed.
27. Pearls Sales & Rentals is mandated to manage individual privately owned apartment in the The Pearls of Umhlanga on behalf of owners. Pearls Sales & Rentals is not a resort management company. Accordingly, maintenance, repairs, appliances which are out of order or any other facilities failure, will only be dealt with during office hours, unless in the event of an emergency. If appliances / fixtures or any other facilities fail and need to be repaired / replaced during the course of your stay, we cannot be held liable for the immediate replacement or repair thereof. We will however, endeavour to assist the guest within reason. In the event of any the above occurrences, no discounts or refunds will be given.
28. Please note that for non-essential appliances such as televisions, DSTV connections, problems or faults will strictly be dealt within office hours only. Should you insist on a call out for a non-essential emergency, a call out fee of R550 plus VAT will be applicable and will be deducted from the breakage deposit or will be payable on demand, without offset or delay.
29. The guests accept liability for repairs or maintenance performed but deemed by Pearls Sales & Rentals to be the fault of or as a result of negligence of the guest.
30. No open fires (coal braais) are allowed in the apartment or on the balconies/patios of the apartment. Failing to abide by this, may result in the evictions of the guests or the guests having to pay a fine in accordance with the Body Corporate Conduct Rules.
31. There are open Braai facilities available in some of the Pearl's phases, in the recreational areas of the complex.
32. In the event of a gas braai being available in the apartment, a gas bottle with gas is provided. However, once the gas has been used, it will be the responsibility of the guest to fill, should they wish to use it again. Due to corrosion caused by the salt air, we cannot be held liable for a gas braai not working and will also not be held liable for the immediate replacement or repair thereof.
33. Pearls Sales & Rentals will not be held responsible for any valuables or personal items left in the apartment during your stay or on departure. Should an item be left behind, the onus is on the guests to make arrangements for collection. Unfortunately, we are unable to store these items for more than one month, and should the item/s not be collected, these will be donated to a charity.
34. Please note that the complexes do not provide the standard SABC/ETV channels, and unless a decoder is used, the TV will not be functional.
35. In the event that the guest adjusts the TV, and in the event of a guest changing the settings a fee of R550 plus VAT will be deducted from the breakage deposit or will be payable on demand, without offset or delay.
36. We do provide a daily cleaning service, at an additional cost, Monday to Friday only excluding Public Holidays. This can be arranged prior to arrival. This Service is an outsourced service to a Pearls of Umhlanga accredited service provider.



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Signed and accepted by the Guest at _____ on _____ of _____ 20____

Guest responsible for the Apartment

Guest Witness