

Terms and Conditions of Rental

Effective as of January 1, 2024

Contractual Parties / Hosts:

These Terms and Conditions apply depending on the booked property to the respective designated Host:

1. Monika Krobath, Tax Nr.: 0577960297 , Schweibenweg 36, 8680 Mürzzuschlag, Austria (Operating Host for: Bush House 2, Bush Manor)
2. Peter Krobath, Tax Nr.: 0581947298, Schweibenweg 36, 8680 Mürzzuschlag, Austria (Operating Host for: Bush Villa, Bush House)

The rental agreement is concluded exclusively between the Guest and the specific Host designated for the booked property. There is no joint liability or legal partnership between the Hosts.

1. Booking, Payment Terms & Cancellation by the Guest

- **Free Rescheduling (No Cash Refund):** Rescheduling your stay free of charge is guaranteed up to **14 days prior to arrival**. This right to reschedule applies exclusively to direct bookings (e.g., via our own website). **A monetary refund of the rental price is expressly excluded for direct bookings.** For bookings made via external portals (e.g., Airbnb, Booking.com), the cancellation and rebooking terms specified on that respective portal take precedence.
- **Payment Default & Cancellation:** The remaining balance is due no later than **14 days prior to arrival**. If payment is not received by this deadline, the Guest will be granted a 24-hour grace period. Upon unfulfilled expiration of this grace period, the Host reserves the right to cancel the booking. In accordance with Section 17 of the South African Consumer Protection Act (CPA), payments already made will be retained as a reasonable cancellation fee to cover administrative costs and loss of occupancy.
- **Complimentary & Voucher Bookings:** Guests holding a complimentary or voucher-based booking are required to actively confirm their arrival via email to **info@myadventurehouse.world** at least **7 days prior to arrival**. If no confirmation is received, the booking will be cancelled without compensation.

- **Invoicing & Payment:** Payment requests and invoicing are issued exclusively in the name and for the account of the specific Host designated for the booked property.

2. Cancellation & Rebooking by the Host

- The Host reserves the right to cancel the booking prior to arrival for good cause (e.g., uninhabitability of the property) or to rebook the Guest to an equivalent property in Marloth Park.
- In the event of a cancellation by the Host, any rental fees paid up to that point will be refunded in full. **Expressly excluded from this refund policy are cancellations or property uninhabitability caused by Force Majeure / Acts of God (such as natural disasters, extreme weather events, wildfires, or official government closures); in such cases, refunds by the Host are excluded.**

3. Refunds, Notice of Defects & Host Liability

- **Immediate On-Site Notice Requirement:** Any defects or disruptions must be reported to the Host or local property manager immediately (within 12 hours) in writing via email to **info@myadventurehouse.world**. The Host must be granted a reasonable opportunity to rectify the issue. If the Guest culpably fails to report a defect on-site, any right to a rent reduction or damages is forfeited.
- **Prerequisites:** A refund is only possible in cases of material defects attributable to the Host that render the agreed stay impossible or significantly impaired (e.g., prolonged outages exceeding 72 hours without contingency supply). Any granted rent reduction constitutes a reduction in revenue (*Umsatzminderung*).
- **Exchange Control Regulations (SARB):** All refunds are subject to the currency and exchange control regulations of the South African Reserve Bank (SARB).
- **Portal Processing & Goodwill Refunds:** Standard refunds will be processed via the original payment method or respective booking platform. **If a goodwill refund is granted for a booking made via an external portal, payment to international guests will be disbursed exclusively in Euros (€) in cash on-site upon departure.** This measure avoids foreign exchange complications regarding currency export for the Guest. Any transaction, foreign exchange, or banking fees shall be borne by the Guest.

4. Utility Grids, Backup Power & Force Majeure

- **Location in Reserve:** The property is situated in a nature-sensitive reserve. The provision of backup power, solar, or inverter systems may be offered by the Host as a complimentary amenity; there is no contractual obligation to provide such systems.

- **Public Utility Failures & Technical Defects:** Interruptions to public power or water supplies (including scheduled or unscheduled grid failures by Eskom/Municipality and Loadshedding) are beyond the Host's control. This applies equally to unforeseen technical defects in the property's solar, battery, or inverter systems (e.g., caused by power surges or lightning strikes). Such disruptions do not constitute a breach of contract.
- **Exclusion of Rent Reduction:** The depletion or failure of backup power systems as well as disruptions caused by extreme weather, storms, fires, or natural disasters are deemed Force Majeure / Acts of God. Any refunds or rent reductions in these instances are expressly excluded.
- **Travel Insurance:** Taking out comprehensive travel and cancellation insurance is the sole responsibility of the Guest.

5. House Rules, Occupancy, Wildlife Protection & Fines

- **Compliance with Laws & Nighttime Quiet Hours:** Guests must comply with all local laws and regulations of the Nkomazi Local Municipality and the Marloth Park Property Owners Association (MPPOA). Strict noise regulations after sunset / during darkness must be obeyed at all times.
- **Wildlife Protection & Waste Disposal:** Windows and doors must remain closed when leaving the property and at night to prevent wild animals from entering. Garbage must be disposed of exclusively in the designated animal-proof bins. Any damage or mess caused by failing to follow locking or waste rules will be billed to the Guest in full.
- **Occupancy Limits, Day Visitors & Guest Capacity:** Only the exact persons (including children) specified in the booking are permitted to occupy or stay on the premises. The maximum allowable capacity is strictly limited to the official guest count specified for the respective property on www.myadventurehouse.world (inclusive of kids/children). This capacity limit applies strictly to both overnight stays and day visitors. Day visitors or unregistered persons beyond the maximum allowable capacity specified on the website are strictly prohibited. Violations on-site will result in immediate eviction and a contractual penalty of ZAR 2,000 per unauthorized person per day.
- **Advance Announcement of Contract Breaches / Over-Occupancy:** If the Guest announces prior to or during the stay—via message, email, portal communication, or verbally—an intention to arrive or stay with more than the maximum permitted number of guests (as specified on www.myadventurehouse.world), or announces any other intent to violate these Terms and Conditions or House Rules, it shall constitute a material anticipatory breach of contract. The Host reserves the right to immediately terminate the

booking and deny access to the property. In accordance with Section 17 of the South African Consumer Protection Act (CPA) and common law principles, any prepaid amounts will be retained by the Host as a reasonable cancellation fee and liquidated damages to compensate for loss of occupancy and administrative costs.

- **Use at Own Risk & General Safety:** The use of the property, its amenities, and the entire outdoor area (including pool and deck areas) is strictly at the Guest's own risk. The Host accepts no liability for accidents, injuries, or personal loss, except in cases of proven gross negligence or intentional misconduct by the Host.
- **Pool Safety & Regulations: Guests must adhere strictly to the posted safety instructions at the pool area.**
 - **Supervision:** Children and non-swimmers must be constantly supervised by a competent adult.
 - **No Glass:** Glassware or glass bottles are strictly prohibited around and inside the pool area to prevent injuries and damage.
 - **No Diving:** Jumping or diving into the pool is strictly prohibited.
 - **Maintenance & Closures:** The Host reserves the right to temporarily close the pool for necessary maintenance, chemical treatment, or weather conditions without entitlement to a rental refund.
- **Fire Safety & Open Flames:** Due to severe bushfire hazards, extreme caution is required. Open fires are strictly restricted to designated braai/fire pit areas and must never be left unattended. The manipulation of smoke detectors or safety equipment is strictly forbidden.
- **Prohibition of Generators:** The operation of external, fuel-powered generators is strictly prohibited for noise and fire safety reasons.
- **Prohibition of Pets:** Bringing pets of any kind is strictly forbidden due to Marloth Park nature reserve regulations. Non-compliance will result in immediate eviction without refund.
- **Non-Smoking Policy:** Smoking (including e-cigarettes/vapes) is strictly prohibited indoors. A violation incurs a specialized cleaning and ozone treatment fee of **ZAR 3,000**.
- **Fines, Fees & Collection:**
 - **Excessive Dirtiness:** Leaving the property in an excessively dirty state will incur a cleaning fee of at least **ZAR 500**. **The determination and assessment of excessive dirtiness rests solely with the Host.**

- **Late Check-Out:** Standard check-out is strictly by **10:00 AM**. Unannounced late check-outs after 10:00 AM will incur a fee of **ZAR 1,000 per hour or part thereof**.
- **Noise & Generator Violations:** Following an initial warning, a second complaint regarding noise (especially after dark) or the use of a generator will incur a fine of **ZAR 5,000**.
- **Collection Method:** The Guest expressly agrees that contractual penalties, late check-out fees, or damage claims may be requested via the Resolution Center of the booking platform or charged directly to the payment system / credit card used during booking.
- **Termination & Eviction:** In the event of repeated or severe breaches of the house rules—or upon any advance notice of non-compliance as described above—the Host reserves the right to terminate the rental agreement immediately, deny or revoke access to the property (e.g., disabling digital key codes), and evict guests without any entitlement to a refund, compensation, or rescheduling.

6. Disclaimer, Indemnity & Improper Infrastructure Use

- The property is rented "as is." Occupancy and use of the premises occur entirely at the Guest's own risk.
- The Host, its representatives, and employees shall not be liable for any personal injury, illness, death, loss, or damage to guest property, regardless of cause. This includes, but is not limited to, hazards posed by free-roaming wildlife, power outages, theft, or natural events.
- **Improper Infrastructure Use:** No sanitary products, wet wipes, or foreign objects may be flushed down toilets or drainage systems. Costs for blockages or repairs to plumbing, septic, or pool systems caused by improper use by the Guest or their party will be billed to the Guest in full.
- Guests are fully liable for all damages caused to the property or its contents by themselves or their party during their stay.

7. Liquidated Damages & Tax Treatment

- Retained cancellation fees or payments for no-shows constitute genuine liquidated damages compensating for lost profits and administrative effort.
- As these amounts represent compensatory claims for damages rather than a taxable supply of goods or services under the South African Value-Added Tax (VAT) Act, no Value-Added Tax (VAT) is levied on these fees.

8. Governing Law & Jurisdiction

- This agreement shall be governed exclusively by and construed in accordance with the laws of the Republic of South Africa.
- Any disputes arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of the competent courts in South Africa.

9. Reviews and Code of Conduct

- **Duty to Report Defects First:** Public reviews addressing defects or inconveniences are only permitted if such defects were reported on-site in accordance with Section 3 of these Terms and the Host was granted an opportunity to rectify the issue.
- **Prohibition of Extortion:** Threatening or using negative reviews to extort discounts, refunds, or special concessions ("review blackmail") is strictly prohibited and results in the immediate forfeiture of any goodwill claims.
- **Truthfulness:** Public reviews must be truthful, factual, and accurate. False statements or defamatory portrayals will not be tolerated and will be pursued legally.