



## SIMBITHI ECO-ESTATE SHORT TERM LETTING REGISTRATION

### *ANNEXURE "A"*

## CONDITIONS

### **A ACKNOWLEDGMENTS**

The Member acknowledges:

1. That SEEHOA is only responsible for the facilitation of access to tenants and that all other obligations relating to the tenants remain those of the Member;
2. That the Member is fully responsible for the actions and behaviour of tenants, and for the payment of all penalties incurred by tenants for transgressions of SEEHOA's Memorandum of Incorporation or Conduct Rules;
3. That in order to uphold the Simbithi Eco Estate brand, the Member shall be obliged to maintain the property let in terms hereof to an appropriately high standard;
4. That in the event that a letting agent is appointed, the Member shall nonetheless remain fully responsible for the choice of tenants as well as all other matters arising out of his lease agreement and its implementation.

### **B FORMAL REQUESTS**

1. The Member (or a duly authorised Agent) shall in respect of every Short-Term Holiday Lease booking, fully complete and sign a Rental Booking Notification Form ("the Form" marked Annexure "B").
2. The form must be submitted by email to [welcomecentre@simbithi.com](mailto:welcomecentre@simbithi.com) by no later than 15h00 of the day preceding the arrival of tenant.
3. The Member shall pay the prescribed Short-Term Rental Administration Booking Fee for every rental, which fee amount is set down by the SEEHOA Board of Directors, and is subject to change from time to time.
4. The Member shall be obliged to pay a Late Booking Fee should the Form not be received timeously and in accordance with 2 above. The fee amount shall be set down by the SEEHOA Board of Directors.



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5. In the event of an Agent being authorised to enter into Short-Term Leases on behalf of a Member, the Member shall lodge with SEEHOA, written authority appointing the Agents, which authority shall remain valid for the time period stated in that authority, or where no time period is stated, until the Member cancels the authority in writing.
6. The Member/Agent shall notify the tenant of the following requirements and stipulations of SEEHOA:
  - 6.1 One (1) biometric access is provided per booking and additional access may be purchased at the SEEHOA Welcome Centre on check-in;
  - 6.1 The Short-term booking and orientation fee is R400.00 and the access fee is R100 which includes (1 access, additional access is charged at R100.00 per person).
  - 6.2 The driver of each vehicle entering the Estate shall be required to register for biometric access. The driver will be required to undergo SEEHOA's orientation process. Furthermore, each driver will sign and acknowledge on the access documentation that he/she has been advised of the Estate Conduct Rules;
  - 6.3 Vehicles entering the Estate will be checked on arrival at the security gate to ensure that the occupants' details correlate with the Rental Booking Notification Form ("the Form") completed;
  - 6.4 All occupants that will be occupying the property would have to come through to the Welcome centre to check-in for security ensure that the occupants details correlate with "the Form" submitted.
  - 6.5 The ID or passport number of each and every guest of 18 years and older must be provided on the Form;
  - 6.6 SEEHOA shall not be liable for any injury to or death of any person, or damage or loss of any property regardless of the cause.
  - 6.7 The tenant will be required to sign an orientation form, which includes a Code of Conduct for Properties Rented in Simbithi Eco Estate, a copy of which is attached as Annexure "C".

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### **C COSTS OF ENFORCING COMPLIANCE**

1. The Member's attention is drawn to clause 21 of SEEHOA's Memorandum of Incorporation which states:

*"Should any Owner or any lessee of an Owner fail to perform any obligation incumbent upon him, if applicable, within the period of any notice given for compliance, the Association shall be entitled, but not obliged, to do such things and incur such expenditure as is, in the opinion of the Association, necessary and/or requisite to procure compliance. The costs thereby incurred by the Association shall be a debt due by the Owner concerned, which shall be payable on demand. The Owner shall be obliged to bring to the attention of any lessees, the Rules. In addition, an Owner shall utilise its best endeavours to ensure that any invitee of the Owner who goes upon the Estate complies with the Rules. This in addition to and without prejudice to clause 7.5. Any breach of this Memorandum of Incorporation or the Rules by any member of an Owners household, his lessees, employees, agents or invitees going upon the Estate shall be deemed to have been committed by the Owner."*

2. The Member shall pay the legal costs of enforcing compliance in terms of clause 21 on the attorney and client scale.

### **D INDEMNITY**

The Member hereby indemnifies and holds SEEHOA harmless against any loss, penalty or expense which it may incur or sustain as a result of or pursuant to the Member leasing out the property, howsoever it may arise, including through any acts or omissions, negligent or otherwise, of SEEHOA or its employees or agents.

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