

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

## Ngwenya 3 Share Block (Pty) Ltd and Ngwenya 4 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.
  - 1.1 The unit(s) must be vacated and the keys returned to reception no later than 10h00 on day of departure. The guest(s) will be liable to pay a fine of R100.00 (One 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)** - Each unit is permitted Day Visitor(s) to the maximum allowable as per the unit allocation: 2 (Two) Sleeper – 2 (Two) pax; 4 (Four) sleeper – 4 (Four) pax; 6 (Six) sleeper – 6 (Six) pax; 8 (Eight) sleeper – 8 (Eight) pax; 10 (Ten) sleeper – 10 (Ten) pax. Day Visitor(s) are only permitted onto the Resort between the hours of 08h00-20h00. Day Visitors must adhere to the House Rules, as far as it relates to them.
- 3 **Noise Levels** - Kindly note that the units and residential owners are in close proximity of one another and as such we kindly request that you be courteous towards your fellow neighbours and keep the noise levels to a reasonable level. No loud noise or music (portable speakers or music from motor vehicle(s)) will be tolerated / permitted at any time. Noise levels should decrease from 20h00 and cease by 22h00.
- 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(s) are satisfied that all the items on the inventory list are in the unit(s) and in a 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 such we kindly request that you do not transfer items between the units. A recovery fee of R 150.00 (One 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 / Breakages 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, however some instances the Resort may allow that the Key / Breakages Deposit be paid via credit card. **Kindly note that a Key / Breakages Deposit are 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 in the amount of R 30.00 (Thirty 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 is 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 would like to receive the Deposit back in cash, the unit(s) will first have to be inspected by our staff where after 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, that may be accommodated in a 2 (Two) -, 4 (Four) -, 6 (Six) -, 8 (Eight) -, 10 (Ten) – sleepers are 2 (Two), 4 (Four), 6 (Six), 8 (Eight) and 10 (Ten) people respectively as per the prescribed unit allocation. Units are let strictly according to the number of beds / sleeper couch available, over occupancy is not permitted under any circumstances: 2 (Two) Sleeper – 2 (Two) pax; 4 (Four) sleeper – 4 (Four) pax; 6 (Six) sleeper – 6 (Six) pax; 8 (Eight) sleeper – 8 (Eight) pax; 10 (Ten) sleeper – 10 (Ten) pax (inclusive of children and infants). **The sleeper couch in the unit(s), if any, are 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 allocated number of guests per unit as the aforesaid Acts provides 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).** Allocated swimming pool towels are available in the games room which can be acquired by the guest(s) or visitor(s) for a deposit per towel. Kindly ensure to return the swimming towels to the games room after swimming.
  - 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 same.
  - 7.2 If the guest(s) require any additional towels or linen changes, same can be arranged with the unit(s) housekeeper or reception for a nominal fee.
  - 7.3 Please make use of the hanging rack available in each unit, should you wish to hang up any wet clothes etc.

- 8 **Cleaning** - The unit(s) will be cleaned on a regular basis, however should the guest(s) and/or visitor(s) require additional cleaning services, additional cleaning services can be arranged with reception for an additional fee. Housekeeping is not available on a Sunday and Public Holidays. 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 it upon departure. If the unit(s) is left in an unacceptable state on departure, the guest(s) will be held liable for a service fee in the amount 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 and Fifty 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. The key to the unit(s) safe is available at reception for a R 100.00 (One Hundred Rand) deposit.
- 9.1 Kindly bring any valuables found lying around on the property, not belonging to your or your party, to 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 guest(s) discover that they accidentally left valuables in the unit(s) and / or lost valuables on the property and same have been found and are with reception, then the guest(s) must arrange to courier same to themselves at their expense.
- 9.2 **Personal property is brought onto the Resort at the guest(s) and/or visitor(s) own risk.**
- 10 **Smoking** - Smokers must please smoke in the designated smoking areas allocated around the Resort. The unit(s) is strictly non-smoking. Smoking in the unit(s) or 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 which is 20 (Twenty) km/h. Guest(s) that exceed the speed limit, will be liable to pay a fine of R 300.00 (Three Hundred Rand).
- 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 of 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 Electrical Fencing** - 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. No entry is permitted to areas marked with No Entry. **The borders of the Resort have electrical fencing, touching the electrical fence could result in severe injuries and/or death.**
- 14 **Fauna, Flora and Pets** - It is strictly prohibited to disturb, destroy 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. Guest(s) and Visitor(s) may only park at unit's allocated parking bays. Any other vehicles must park at reception and/or allocated parking bays. No motorcycles, quad-bikes or tri-bikes are allowed on the Resort. Bicycles are permitted on the main roads on the Resort, not the pathways.
- 16 **Water and littering** - Please conserve water at all times. Littering is strictly prohibited
- 17 **Surveillance and Video Footage** - Security camera(s) are installed on various locations on Resort. Video footage may be taken of incidents occurring on the Resort and may be used at the discretion of the Board.
- 18 **Drones: The flying of drones are strictly prohibited.**
- 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 there 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 fire must be reported to reception or security immediately)**
- 20.2.1 Raise alarm, notify or inform someone to contact reception (afterhours number available in the booklet) or Security and take steps in a safe manner 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 from 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. Reception and the games room only keep basic first aid kits to assist in minor cuts and bruises. For any further specialize assistance, reception can be contacted to call on an ambulance.
- 21 **Payments and Refunds** - Any payment(s) towards the Resort as provided herein (Key / Breakage Deposit, Breakages, fines and / 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 IS 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 SAME IS UPHOLD. 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 WHO'S DECISION WILL BE BINDING AND FINAL.**