

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.

Baywater Village Share Block (Pty) Ltd - House Rules

- 1 **Main Gate access, Check-in, and Departure Day** - The main gate at Baywater Village will be manned by a Security Guard 24 (Twenty-Four) hours a day. If the main gate is closed, kindly request the security guard to assist accordingly. On check-in day(s), the guest(s) can check-in from 14h00 onwards.
 - 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 R 200.00 (Two 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)** – Day visitors must adhere to the House Rules, as far as it relates to them. Visitor permits and Indemnity documentation must be completed before gaining access to the Resort.
 - 2.1 **Day Visitor(s) visiting guest(s) at unit(s)** – Each unit is allowed the amount of day visitor(s) equal to the maximum persons allowed as per the unit allocation, subject to the management's discretion. Should the guest(s) want to invite more than the permitted amount of day visitor(s), then the guest(s) must acquire the permission of management beforehand. Upon entry, day visitor(s) may be requested to pay an entrance fee at Reception, as determined by the Board from time to time. Day visitor(s) are only permitted onto the Resort between the hours of 06h00 -22h00.
 - 2.2 **Day Visitor(s) – NOT visiting guest(s) at unit(s) at Baywater Village** - These visitor(s) may be required to pay an entrance fee upon entry at reception as determined by the Board from time to time. These visitor(s) are only permitted onto the Resort between the hours of 08h00 -16h30 and may use the following Baywater Village facilities: swimming pool(s), mini-golf, tennis court, games room, kiddie's room, and volleyball court. The day visitor(s) must pay additional fees for other Baywater Village facilities not mentioned herein should they wish to make use thereof.
- 3 **Noise Levels** - All occupants must observe and respect the tranquil environment of the Resort/Share Block. You may not create a noise nuisance or disturbance during any hours of the day or night. Right of admission is reserved for noise nuisances and/or disturbance and you may be required to leave the premises should you not adhere to the rule.
- 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 500.00 (Five Hundred 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 are 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, which may be accommodated in a 4 (Four), 6 (Six) and 8 (Eight) sleeper are 4 (Four), 6 (Six) and 8 (Eight) 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: **1 (One) Bedroom (4 (Four) Sleeper)** - 2 (Two) adults and 2 (Two) children under the age of 12 (Twelve), **2 Bedroom (6 (Six) Sleeper)** - 4 (Four) adults and 2 (Two) children under 12 (Twelve), **3 Bedroom (Eight Sleeper)** - 6 (Six) adults and 2 (Two) children under 12 (Twelve). **The sleeper couches and/or L Shape 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). Guest(s) must bring their own swimming towels to be used at the swimming pool(s).**
 - 7.1 Should the guest(s) stay at the Resort for a period of 7 (Seven) nights, they will receive a linen change at their arrival. Kindly ask the reception for further information hereon should you require same. Please help us save water and hang up your towels.
 - 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 leave the dirty towels and/or linen in the bath and/or shower then the cleaning staff will replace same.

- 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. 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).
- 9 **Water** - The resort makes use of borehole water. It is advised to drink only bottled water (which can be purchased at the Kiosk). Please use water sparingly.
- 10 **Maintenance** - All maintenance issues must be reported directly to Reception, and after hours to the Manager on Duty.
- 11 **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.
11.1 Kindly bring any valuables found lying around on the property, not belonging to you 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) and/or visitor(s) must arrange for a courier to collect same.
11.2 **Personal property is brought onto the Resort at the guest(s) and/or visitor(s) own risk.**
- 12 **No-Burn Policy** – It is strictly prohibited to smoke or burn any items inside the unit, including but not limited to cigarettes, cigars, pipes, incense, candles, and any other combustible materials. Smokers may only smoke in designated areas. Burning of any items in the unit and smoking in non-designated areas will attract a fine of R 350.00 (Three Hundred and Fifty Rand).
- 13 **Driving on the Resort (Pedestrians and cyclists on the Resort have the right of way at all times)** - Please keep to the speed limit as indicated by the speed limit boards, which is 20 (Twenty) km/h on Baywater Village. Guest(s) and/or visitor(s) that exceed the speed limit, will be liable to pay a fine of R 300.00 (Three Hundred Rand) per contravention.
- 14 **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.
14.1 **The use of cannabis (marijuana) or products infused therewith is strictly prohibited on the Resort.**
- 15 **Usage of Space, No Entry and/or Restricted areas** - 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.
- 16 **Fauna, Flora, and Pets** - It is strictly prohibited to disturb, destroy, kill, 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.**
16.1 Keep windows and doors of the unit(s) closed at all times to prevent baboons and monkeys from gaining access to the unit(s).
- 17 **Parking and Vehicles** - Parking on the grass is strictly prohibited. The guest(s) and/or visitor(s) must use the allocated parking bays of the unit(s). Thereafter, other vehicles must park at the allocated visitor(s) parking near their unit(s). If there are no more visitor parking bays available, the remainder of the vehicles must park at Reception. **Guest(s) and or visitor(s) park their vehicles at their own risk.**
- 18 **Litter** - Littering is strictly prohibited.
- 19 **Fire** - The lighting of fires outside of the designated braai areas/fireplaces is strictly prohibited.
- 20 **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.**
- 21 **Boats and National Park** - **Launching and recovery of boats is done at your own risk.** National Parks Board rules and permits must be obtained from the Parks Board, enquire at Baywater Village boat house prior to launching. A rescue fee may be charged by Baywater Village if need be.
- 22 **Emergency Procedures** -
22.1 **Evacuation Procedure** - If the evacuation warden (manager and/or authorised personnel) reports to your unit to evacuate please follow the following guidelines:
22.1.1 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.
22.2 **Emergency Procedure** - Fire (*All fire must be reported to reception, Duty Manager and/or security immediately*)
22.2.1 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.
22.3 **Injury to a Person** - If a member of your party is injured or ill, please follow the following guidelines:
22.3.1 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. Standard first aid boxes are available at reception, the Kiosk, and the Boathouse.
- 23 **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.
- 24 **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.
- 25 **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 WHOSE DECISION WILL BE BINDING AND FINAL.**