

1. Guest/s attend this establishment at their own risk.

The Proprietor, agent/s and / or its employee/s ("the Proprietor") shall not be liable for, and the guest/s hereby waive/s and abandon/s any claims of whatever nature, against the Proprietor, whether arising from the Proprietor's default, negligence or otherwise. Whilst every endeavor is made in terms of the above recommendation to provide for the exclusion of an innkeepers's liability, such liability or exclusion thereof is never absolute and is always subject to a matter of degree and the application of an appropriate court's discretion.

It should also be borne in mind that court's discretion is applied judicially but subject to the credibility and worthiness of appropriate evidence.

2. The guest, signing this registration form, warrants that he is duly authorised to sign for and bind all persons represented by him or for whom he is responsible ("his party") to these conditions of residence and, failing such authority, agrees to be personally liable for all amounts arising from the residence of himself and his party at the Hotel.

3. The guest and each of his party agree to pay not later than the time of arrival (unless prior written arrangements have been made with the Hotel management) the room rate is determined by the Hotel for the period of residence, the costs of food, beverage and any other amounts relating to such residence together with VAT (if applicable) incurred by the guest and his party during his/their stay in the Hotel. Periodic payments must be made if the account exceeds the credit limit designated by the Hotel, and accounts are payable on presentation.

4. A certificate from the Hotel Manager shall constitute proof of indebtedness of the guest and his/or his party and of the particulars therein for all purposes including any action instituted by the Hotel against the guest and/or any of his party.

5. The guest agrees that after his departure, the Hotel may retain goods left behind by him and/or his party and authorises the Hotel after giving one month's notice to the address registered by the guest of its attention to do so, to sell same, privately or publicly, at the Hotel's discretion at such price as the Hotel may determine and offset proceeds of such sale against possible indebtedness of the guest or to hold such proceeds or part thereof for a period of three years pending any claims by the guest for those proceeds failing which they shall be deemed to have been forfeited to the Hotel.

6. The guest hereby agrees on behalf of himself and the members of his party that it is a condition of his/their occupation of the Hotel that the Hotel shall not be responsible for any injury or death of any person or the loss or destruction of or damage to any property upon the premises, whether arising from fire, theft or any cause and by whomsoever caused or arising from the negligence (gross or otherwise) or wrongful act of any person in the employment of the Hotel. The guest and his party may hand to the Hotel for safekeeping money and /or valuables, whereupon a special receipt will be issued accordingly.

7. Where appropriate the masculine gender shall include the feminine gender and vice versa and the singular shall include the plural.

8. Furthermore we are non-liability for any third party rights in relation of tour operators, tour guides and car rental companies. We are non-liability for a negative impact for intake of breakfast and other meals at Secret Garden.

9. Place of general jurisdiction is Cape Town.