

LONG STAY TERMS AND CONDITIONS

TERMS OF SERVICE

Long Stay Africa provides an accommodation online platform, marketing and booking service, online marketing, direct communication with Establishments and Guests that allows users seeking to rent accommodation to search for and engage with Long Stay Africa; and/or various parties who wish to make rental accommodation available with the Services being accessible via Long Stay Africa. Most accommodation is negotiated on a month to month basis with a minimum of a one month stay. However, weekly accommodation is offered as required.

Accommodation Establishment is any building and its respective host that offers accommodation for rent/lease through the services and introduction by Long Stay Africa, (hereinafter 'the Establishment' and 'the Host'), including any extended lease or future lease negotiated whether by Long Stay Africa or by the establishment and/or its Host to any guest that is or has been introduced by Long Stay Africa.

Potential Guest and Guest is any person or persons who have been introduced to the Establishment by Long Stay Africa (HEREINAFTER 'the Guest) or has sought accommodation through Long Stay Africa and subsequently as a result of such has rented accommodation.

These Terms of Service are a binding legal agreement between the listed Establishment and Long Stay Africa.

These Terms of Service are further a binding legal agreement between any guest and Long Stay Africa.

GENERAL

When an Establishment accepts a booking through/via the referral system of Long Stay Africa, the Establishment confirms that Long Stay Africa has earned the commission as described on Host's Listing Sheet.

Whereby Long Stay Africa collects any funds from the guest, Long Stay Africa will deduct the commission due and pay the Establishment within 24 hours of guest's funds clearing into their bank account. Similarly should the Establishment collect funds from the Guest, the Establishment undertakes to pay Long Stay Africa all commissions due within 24 hours of the guest's funds clearing in their bank account.

All Guests must pay the rental amount agreed upfront and prior to occupation for either the full period or for a month in advance.

In the event that the stay is shorter than one full month, then the commission shall be paid on the value of the paid rental, whether pro-rata, or on a daily, weekly or monthly basis.

Long Stay Africa will send a notification to the Establishment once a guest has agreed intention to book and again once a guest has paid the deposit and or full term rental. The Establishment must immediately send a confirmation booking form to Long Stay Africa.

The Establishment undertakes to advise Long Stay Africa when a Guest is going to vacate the premises and to communicate and co-operate as necessary with regards to viewings and bookings.

Both Establishment and Guest are responsible to ensure that Long Stay Africa is paid the commission due for each and every period, month or term of accommodation-stay which includes the initial stay and any further extended stay. Currently the term is a minimum of one month but should there be a shorter period lease negotiated, each extended period will result in commission payable.

FOUR DAY EXTENSION PERIOD.

Should the Guest and Establishment wish to extend the period then the extended lease period must be paid in advance at least 4 (four) days prior to the new extended period. The Host and the Guest are legally bound to inform Long Stay Africa of any further extended stay other than the initial period.

Should the Host not collect the rental at least 4 (four) days prior to the extended period, then the Host must request the guest to leave the establishment forthwith by the end of the existing period and advise Long Stay Africa. Long Stay Africa will not be responsible for any agreement between the Host and the Guest other than as described above. Any lenience allowed by the Host will be solely at the Host's discretion. Should the Guest not pay the rental after the Host has extended the 4 (four) day period at this own discretion, Long Stay Africa will not be liable or held responsible for any outstanding rental funds.

VIEWINGS

Long Stay Africa will advertise and undertake marketing to establish and find guests for the Establishment. Should a guest wish to view the accommodation prior to booking, Long Stay Africa will arrange such viewing at a time suitable for both the Establishment and the Guest. The Establishment will ensure that there is someone responsible available to show the Guest the accommodation at the given time and the Establishment shall not withhold or unnecessarily delay such viewing time. It is understood that, due to the guest staying a longer period, they often wish to see the accommodation before committing.

After a viewing, the Establishment reserves the right to interview the guest and to make a decision as to whether the guest is suitable. The Guest reserves the right to decline to book the accommodation if the guest finds the accommodation unsuitable.

Once both parties are in agreement and the guest has made a booking at the Establishment and paid the deposit, then it will be deemed that Long Stay Africa has earned the commission.

CANCELLATION POLICY

Any deposit (not often required on month to month rentals) or reservation deposit (to reserve the accommodation until check-in) paid by the guest will be subject to the Host's house rules as to whether the deposit is refundable or not, whether by cancellation by the guest or 'no show' by the guest or for any other reason. However, we would recommend cancellation policy as a good will policy as follows :

Full refund if cancelled 7 days prior to Check in.

Any later cancellation will carry a 50% penalty.

HOUSE RULES

Long Stay Africa is not party to any House Rules applicable to the Establishment which is entirely between the Establishment and the Guest.

BREAKAGE/DAMAGE

The Establishment is responsible to ensure that all amenities, fixtures and fittings that are listed in the Listing Form are available at the time the guest checks in and also that such amenities, fixtures and fittings are in good working order for the duration of the guest stay or to attend to any breakages and repairs within 24 hours or as soon as a service contractor is available to do the repairs (Usual wear and tear, or usual maintenance necessary excluded).

The Guest undertakes to ensure that all amenities, fixtures and fittings are in the same condition when vacating the premises as they were when the Guest checked in, usual wear and tear excluded. Any damage or breakage must be paid for by the Guest. However the Establishment is **required to** have insurance to cover extensive breakage and theft in the event that the Guest is proved unable to pay.

DISPUTES

The parties hereby consent to the jurisdiction of the Magistrate's Court for the district in which the property is situated for the purposes of any legal proceedings arising from or in connection with this agreement, notwithstanding that the amount or matter in dispute may otherwise exceed or fall beyond the jurisdiction of such Magistrate's Court. The aforesaid consent shall, however, not prevent any party from instituting proceedings as aforesaid, from doing so in the High Court.