

CHOICE COLLECTION (PTY) LTD

Owners' Terms and Conditions

Registration No: 2026/436625/07 | VAT No: Not currently VAT registered

Web: www.choice-collection.com | Email: info@choice-collection.com

Registered Office: 103 Sleigh Street, Country Club, Langebaan, Western Cape, 7357, South Africa

A.i Owner Bookings | Options

Unlike many agents, at Choice Collection we pride ourselves on offering owners who have a holiday home to let, variety and flexibility around the availability you choose to provide your primary or second home for holiday-let purposes. As a rule of thumb we offer the following options, but all options can be tailor-made to your specific needs or requirements.

Standard Options/Packages:

- ✓ Option A: All-year holiday let — Owner may withdraw 12 weeks (of which 4 can be during peak weeks) without incurring commission
- ✓ Option B: Six summer months holiday let — Owner may withdraw 8 weeks (of which 3 can be during peak weeks) without incurring commission
- ✓ Option C: Ten peak weeks holiday let — Owner may withdraw 2 peak weeks without incurring commission
- ✓ Option D: Six peak week holiday let — Owner may withdraw 1 peak week without incurring commission
- ✓ Option E: Other holiday let — by arrangement

A.ii Owner Bookings | Conditions

Choice Collection believes that as the owner of the holiday home we act as agent for, you should have all reasonable access to enjoy your holiday home. For this reason, we will accommodate owner bookings wherever possible, provided:

- ✓ Visitor Rights: The week in question is not already booked.
- ✓ Notice Period: You give us fair notice, so as not to incur unnecessary marketing costs on our part.
- ✓ Terms: Your owner bookings are for personal use, or that of family and friends, where you receive no commercial gain. (Any booking where a fee is charged must be made through Choice Collection, as per the Contractual Commitments.)
- ✓ Booking Confirmation: On confirmation of an owner booking, you and your property manager will receive a confirmed owner booking by email, with an owner booking reference number.

B. Our Commission & Fees

Choice Collection offers a competitive commission and fee structure:

- ✓ Our commission is 18% of the gross amount the guest pays, including any add-to-basket items (e.g. pets and pool heating). Choice Collection is not currently VAT registered; commission will be subject to VAT at the prevailing rate should this change.
- ✓ Our registration fee is R1,995.
- ✓ Our annual renewal fee is R1,995, applied from 31 December each year.

All fees are quoted in South African Rand (ZAR). Choice Collection is not currently VAT registered, but this is subject to change; fees will be subject to VAT at the prevailing rate if and when Choice Collection becomes a VAT vendor. Amounts owed to owners resident outside South Africa are settled subject to Clause 17 (Non-Resident Owners) below.

C. Contractual Commitments

We reserve the right to review these terms and commitments with you on an annual basis, including prices and rates of commission, subject to market forces. Our contractual terms are as follows:

1. Bookings

- i. I appoint Choice Collection (Pty) Ltd, trading as Choice Collection, to be my sole and exclusive agent to arrange holiday bookings on my behalf and to handle cancellations of such bookings in relation to the property. I confirm I will not commercially let the property for any period (including, for the avoidance of doubt, "Owner Booking Periods" and any other periods) which I have advised Choice Collection is unavailable, other than pursuant to this Agreement.
- ii. Subject to Clause 1(i), if I wish to make the property unavailable for bookings for any period (including Owner Booking Periods), I shall contact Choice Collection first to check whether a firm or provisional booking has already been made for that period. If the property is available, Choice Collection shall book those dates for me and forward written confirmation (with a booking reference number, to be quoted in any related communication). In the event of a dispute as to availability, I acknowledge that I must produce this confirmation as evidence. I agree that where Choice Collection has accepted a booking (firm or provisional), that booking takes priority, the property is deemed unavailable to me, and Choice Collection has no liability to me in such circumstances.
- iii. I agree to accept bookings from guests (through Choice Collection as my agent) in accordance with the booking conditions published in Choice Collection's marketing literature. I acknowledge that a contract exists between myself and the guest from the point at which Choice Collection, acting as my agent, accepts the booking on my behalf.
- iv. If, through my non-compliance with Clause 1(ii) or any other term of this Agreement, the property becomes unavailable for a guest who has booked it (firm or provisional), or the guest cancels as a result, or Choice Collection is obliged to cancel a booking or terminate this Agreement as a result, then without prejudice to any other right or remedy available to Choice Collection, I shall be liable to repay any monies already paid to me in relation to that booking, to pay the relevant commission, any additional accommodation costs incurred by Choice Collection in relocating the guest, any compensation claimed by the guest, and an administration fee of R[amount] per booking. Payment of such sums shall be made to Choice Collection within 21 days of notification to me of the liability.
- v. If, through non-compliance with Clause 1(ii) or otherwise, the property is unavailable for bookings during the high season (save for permitted Owner Booking Periods), I shall be liable to pay the relevant commission to Choice Collection unless the relevant period begins within 14 days of my notification to Choice Collection, without prejudice to any other remedy available to Choice Collection.

2. Property Description

- i. I will be supplied with Choice Collection's marketing or promotional material relating to the property for my approval, describing the property and the equipment, contents and facilities it offers ("Property Description"). I must confirm in writing that the Property Description is correct in all respects, or amend it so that it accurately and completely describes the property. In subsequent years, Choice Collection will send me a copy of the marketing material reflecting any changes I have previously notified; any further changes must be confirmed by me in writing, failing which Choice Collection will reproduce the existing Property Description.
- ii. I warrant that no detrimental change or withdrawal of facilities will be made to the property, services or facilities detailed in the Property Description, save for reasons beyond my control. Where such changes are necessary or occur, I shall give 12 months' written notice to Choice Collection and use best endeavours to bring the property back in line with the Property Description as soon as possible. I shall indemnify Choice Collection against any loss or damage it suffers as a consequence of any inaccuracy or incompleteness in the Property Description that I fail to notify, including any fines or regulatory penalties arising as a result.
- iii. I warrant that any photographs, artwork or similar material I supply to Choice Collection for use in marketing or promotional material are free of copyright or other restrictions on their use.

3. Standard and Safety of Accommodation

- i. I undertake to present the property in accordance with the Property Description, aired and warmed if necessary, and in a perfectly clean, tidy and presentable condition for each new guest's arrival, and to give every assistance to guests should problems arise during their stay. I will maintain the property to the standard of quality required by Choice Collection, and ensure at all times that the property is entirely safe for use, that all appliances and equipment are in good and safe working order (with instructions where appropriate), and that water, gas/LPG and electrical supplies are of an adequate and safe standard, including a valid electrical compliance certificate (COC) where required by law.
- ii. I agree to comply with all laws and regulations applicable to the property, its contents, services and facilities, whether in relation to use by guests or otherwise, including without limitation municipal by-laws, health and safety, fire, pool safety and electrical safety regulations, and any short-term letting or zoning requirements applicable in the relevant municipality.
- iii. If the property is for sale, I confirm I will not display a 'For Sale' board at the property, nor arrange viewings during any period in which guests are in occupation.
- iv. Choice Collection shall be entitled to inspect the property at any time on reasonable prior notice, and I undertake to do whatever is necessary, promptly upon request, to bring the property (including its fixtures, fittings, furnishings and interior and exterior decor) and garden to the standard of safety and quality required by Choice Collection. Without prejudice to its rights under Clause 8, Choice Collection reserves the right to refuse bookings for the property until any such request has been complied with.
- v. I undertake to inform Choice Collection of any matter not apparent from the Property Description that is likely to affect a guest's enjoyment of the property or its immediate locality, as soon as I become aware of it. Following such notification, Choice Collection may, at its absolute discretion, cancel existing bookings and/or refuse future bookings for the property and shall be entitled to recover from me any monies paid to me in respect of existing bookings, together with any sums recoverable under Clause 1(iv).
- vi. I confirm I will not do anything to interfere with a guest's quiet enjoyment of the property during any period for which guests are in occupation.
- vii. I agree to display, in or at the property, any reasonable material Choice Collection requests, including as a minimum a visitors' book, kept up to date and available to guests.

4. Guest Complaints

- i. I will deal with any complaint made by a guest arising from my failure to comply with Clause 2 or 3 above, or with any other term of this Agreement, and I shall be liable for costs in this regard (including attorneys' costs), in addition to any sums recoverable under Clause 1(iv).

5. Insurance

- i. I agree to take out and maintain, throughout the duration of this Agreement, comprehensive property and contents insurance and public liability insurance appropriate to the commercial letting of self-catering properties and my obligations under this Agreement. Choice Collection reserves the right to refuse bookings for the property until evidence of such cover has been produced.

6. Owner's Indemnity to Choice Collection

- i. Subject to Clause 6(ii), Choice Collection shall not be responsible or liable for loss (including loss of profit), damage or injury, whether direct, indirect or consequential, however arising, whether from breach of contract, delict, breach of statutory duty or otherwise, caused to the property or to any person occupying it, and I agree to indemnify and hold harmless Choice Collection against such loss, damage or liability, and any legal fees and costs it incurs. I permit Choice Collection, at its absolute discretion, to deduct any sums due to it under this clause from monies it holds on my behalf.
- ii. Nothing in this Agreement excludes either party's liability for death or personal injury caused by that party's negligence, or any other liability that cannot lawfully be excluded under South African law.

7. Termination of Agreement by the Owner

- i. I must give 12 months' written notice to Choice Collection if I do not wish my property to appear in Choice Collection's marketing material for the following year, and wish to terminate this Agreement without further liability. If written notice is not received accordingly, the Agreement will automatically continue and the property will be entered into the following year's marketing material.
- ii. Where I terminate the Agreement other than in accordance with Clause 7(i), such termination is subject to this Clause 7(ii), and I agree to pay Choice Collection R5,000 by way of pre-estimated liquidated damages, as compensation for irrecoverable marketing and promotional costs and loss of revenue. Where this Agreement covers more than one property, such damages are payable on a per-property basis.
- iii. Any notice of termination by me must be in writing and sent by trackable courier, registered post or email with read receipt, or delivered by hand, to Choice Collection's registered office. If delivered by hand, notice is deemed served on delivery; if sent by post, 5 business days after posting; if by email, on the business day following transmission (unless a delivery failure notice is received).
- iv. If I terminate the Agreement for the following year in accordance with Clause 7(i), no charges or fees will apply, provided I have complied with the termination requirements in Clauses 7(i) and 7(iii) and fulfil all continuing obligations for the year I am already contracted for, including without limitation those in Clauses 9(i) and 9(ii).

8. Termination of Agreement by Choice Collection

- i. Choice Collection may terminate or suspend this Agreement at any time, in whole or in part, by written notice to me.
- ii. Choice Collection may, without prejudice to any other right or remedy and without notice, terminate this Agreement if I am in breach of any of my obligations under it. In that event, I agree I shall not be entitled to claim for any resulting loss.
- iii. Choice Collection may terminate this Agreement immediately by written notice if I am declared insolvent, placed under business rescue or sequestration, am unable to pay my debts as they fall due, make an assignment for the benefit of creditors, have a receiver or trustee appointed over any of my property or assets (including the property), or discontinue, abandon or dispose of a substantial part of my business or the property, or a resolution or order for winding-up or sequestration is passed or granted (other than for amalgamation or reconstruction).
- iv. Any termination or suspension under this clause shall not affect Choice Collection's accrued rights.

9. Consequences of Termination

- i. If there are outstanding firm and/or provisional bookings at the time of termination, I acknowledge Choice Collection may require me to honour such bookings, and the terms of this Agreement continue to apply accordingly. I acknowledge that, as a result, I cannot sell the property or give vacant possession until all such obligations have been satisfied.
- ii. If outstanding bookings referred to in Clause 9(i) are not honoured by me, I shall be liable to pay Choice Collection all monies recoverable under Clause 1(iv), within 21 days of notification of such liability, without prejudice to any other remedy available to Choice Collection.
- iii. Subject to Clauses 9(i) and 9(ii), on termination Choice Collection shall be entitled to: (a) cease advertising the property and remove it from its marketing material; and (b) act as my irrevocably authorised agent to cancel all existing firm and/or provisional bookings without any liability to me for resulting loss.
- iv. On termination under Clause 8, Choice Collection shall further be entitled to: (a) recover from me all sums recoverable under Clause 1(iv), within 21 days of notification; and (b) recover R[amount] per booking by way of pre-estimated liquidated damages for irrecoverable marketing and promotional costs and loss of revenue, chargeable per property where this Agreement covers more than one property.
- v. On termination of this Agreement: (a) I shall not represent that I am associated or connected with Choice Collection, or use any of its logos, trade names or trademarks; (b) I shall immediately return to Choice

Collection, in good clean condition, any of its property in my possession; and (c) I shall immediately pay on demand any monies due to Choice Collection under this Agreement, subject to Clauses 9(ii) and 9(iv)(a), where payment is due within 21 days of notification of the liability.

10. Force Majeure

i. Both Choice Collection and I shall be excused performance of our respective obligations under this Agreement for as long as circumstances amounting to Force Majeure occur and affect contractual performance. "Force Majeure" means unusual and unforeseeable events beyond the control of the party relying on them, including without limitation war, threat of war, civil unrest, natural or nuclear disaster, fire, epidemic or pandemic, load-shedding or extended utility failure, terrorist activity, governmental or municipal action, and other events of a similar nature.

ii. Neither party may rely on Force Majeure without first taking all practical steps to remedy the cause.

iii. Notice of Force Majeure shall be given as soon as reasonably possible, with sufficient detail, and progress reports supplied regularly or on request.

11. Confidentiality and Data Protection

i. I agree to keep confidential the terms of this Agreement and all matters and information (in any medium) arising from it or passing between the parties in relation to it, including all information concerning guests. Both parties agree to process personal information (including guest and owner information) in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA) and any other applicable data protection legislation.

12. Renewal Fees

i. An annual renewal fee is payable for each property. This fee will be deducted from the statement remitted to me by Choice Collection following 31 December each year.

13. Choice Collection's Commitment to Owner

i. Choice Collection undertakes to advertise in carefully selected media at appropriate times throughout the year.

ii. Choice Collection will place the Property Description in its marketing or promotional literature and on approved affiliate platforms which, at its absolute discretion, it considers suitable. In the unlikely event the approved Property Description is reproduced incorrectly due to Choice Collection's fault, its liability to me is limited to placing the correct description in the next suitable marketing material.

iii. Choice Collection will list the property on its booking and channel management system to ensure it is available for booking during all vacant weeks.

iv. Choice Collection will collect rent from guests and remit payment to me by the 20th of each month for stays commencing in the previous month. A statement will be emailed to me by the 15th of each month, accounting for all stays commencing in the previous month. Choice Collection will deduct commission at the agreed rate (together with any other sums it is legally or contractually entitled to deduct) before remitting the balance to me.

v. Subject to Clause 6, Choice Collection will take reasonable steps to vet guests and will not be liable for loss or damage suffered by me as a result of any act or omission of a guest, or any person in occupation of the property as a result of the letting.

vi. Choice Collection does not guarantee any particular number of bookings for the property.

vii. Choice Collection undertakes to advise me, prior to the renewal date, of any material change to the pricing structure, charges, registration fees and these Terms and Conditions for the following year, and reserves the right to vary the pricing structure and charges by up to 10% per annum.

viii. My commission rate is fixed for each contracted year. Choice Collection reserves the right to vary the commission rate for the following year, limited to the prevailing rate of inflation (as measured by South African CPI), and will give me written notice of any such change ahead of the renewal date.

14. Owner Bookings — Summary

Option A: All-year holiday let — Owner may withdraw 12 weeks (of which 6 can be during peak weeks) without incurring commission.

Option B: Six summer months holiday let — Owner may withdraw 8 weeks (of which 4 can be during peak weeks) without incurring commission.

Option C: Ten peak weeks holiday let — Owner may withdraw 2 peak weeks without incurring commission.

Option D: Six peak week holiday let — Owner may withdraw 1 peak week without incurring commission.

Option E: Other holiday let — by arrangement.

Conditions: as set out at A.ii above. All owner bookings where a fee is charged must be made through Choice Collection, as per the Contractual Commitments.

Commission & Fees: our commission is 18% of the gross amount the guest pays, including add-to-basket items (e.g. pets, pool heating), fixed for the contracted year and subject to Clause 13(viii). Our registration fee is R1,995 and our annual renewal fee is R1,995 (applied from 31 December each year), both subject to Clause 13(vii).

15. Title

I warrant that:

- i.** I hold full legal title to the property, or full legal authority from the registered owner to enter into this Agreement;
- ii.** there is no restriction of any kind prohibiting me from entering into this Agreement;
- iii.** I will produce proof of ownership or authority to Choice Collection on request; and
- iv.** I will advise Choice Collection in writing prior to any change in ownership of the property. This Agreement may not be assigned, delegated, transferred or novated by me, in whole or in part, without Choice Collection's prior written consent. I acknowledge that Choice Collection may assign, delegate, novate or otherwise transfer this Agreement, in whole or in part.

16. General

- i.** This Agreement is governed by and construed in accordance with the law of the Republic of South Africa. The parties irrevocably agree to submit to the exclusive jurisdiction of the courts of South Africa (Western Cape Division), save that Choice Collection may enforce this Agreement in any jurisdiction where such enforcement is required, in which case that jurisdiction shall be non-exclusive.
- ii.** This Agreement is to be construed without reference to headings, which are included for convenience only.
- iii.** This Agreement and any attachments shall be read together as one contract and considered one document.
- iv.** Any word or expression given a specific meaning in any part of this Agreement or its attachments bears that meaning wherever it appears, unless the context requires otherwise.
- v.** In this Agreement and any attachments, the singular includes the plural and vice versa, and the masculine includes the feminine and neuter genders.
- vi.** A reference to a statute includes a reference to its amendment, re-enactment or replacement from time to time, where applicable.
- vii.** This Agreement supersedes all previous agreements, understandings, undertakings, statements and representations, whether oral or written, between myself and Choice Collection in relation to the property.

viii. Any clause which, expressly or by implication, is intended to survive termination of this Agreement shall survive such termination.

ix. I warrant that I enter into this Agreement in the course of my business (or the letting of the property as an investment) and that I am not acting as a consumer for the purposes of the Consumer Protection Act 68 of 2008 or any other applicable statute, to the extent permitted by law.

x. No failure, delay or indulgence by either party in exercising any right or remedy under this Agreement operates as a waiver of that right or remedy, including Choice Collection's right to seek an interdict, specific performance or other equitable relief.

xi. Unless stated otherwise, any notice under this Agreement shall be given to the address of the receiving party stated in this Agreement, or as otherwise notified in writing by that party.

xii. If any term of this Agreement is held by a court or regulatory authority of competent jurisdiction to be invalid or unenforceable, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties shall in good faith agree replacement wording that most closely gives effect to the original intention.

xiii. No addition or amendment to this Agreement is valid unless issued and signed by duly authorised representatives of both parties.

xiv. For the avoidance of doubt, all charges and fees payable by me to Choice Collection under this Agreement are payable at the rate current and applicable at the time.

17. Non-Resident Owners

i. If I am not resident in South Africa for tax purposes, I acknowledge that rental income earned from the property remains subject to South African tax law, and I am responsible for my own registration with, and reporting to, the South African Revenue Service (SARS), including any provisional tax obligations. Choice Collection will withhold and remit any amount it is required by law to withhold from payments due to me.

ii. I acknowledge that the transfer of rental income to a non-resident owner, or its repatriation outside South Africa, is subject to the exchange control regulations of the South African Reserve Bank (SARB) administered through Choice Collection's or my own authorised dealer (bank), and I agree to provide any documentation reasonably required by Choice Collection or its bankers to process such payments, including proof of my tax and exchange control status.

iii. I understand that Choice Collection is not a tax or exchange control advisor, and I am responsible for obtaining my own professional advice regarding my South African tax and exchange control obligations as a non-resident owner.