

LUDUS MAGNUS TERMS AND CONDITIONS



PAYMENT POLICY:

A 50% deposit is requested to guarantee the reservation at the time of the reservation. The balance of the accommodation is payable between 60, 30 or 14 days prior to the date of arrival based on the cancellation policy. Should payment not be received as stipulated, we reserve the right to cancel the reservation. Payment can be made by bank transfer or credit card. Please note that rates are subject to change without prior notice.

CANCELLATION POLICY:

In order to accommodate our guests facing South African COVID related travel restrictions, we have revised our standard terms to allow guests to postpone their trip up to 6 months after the original travel date and carry the full value of the booking to a future reservation. Should guests decide to cancel the reservation, our usual cancellation policy will apply. We highly recommend that guests take out a comprehensive travel insurance, including "cancel for any reason" to ensure any funds lost can be recovered.

- Full funds, less bank fees, will be held towards a future reservation for up to 6 months from the original travel date.
- Rates are in South African Rands, nets and non-commissionable.
- Please note that a change of date, a change of name or a reduction in the number of rooms or nights of a confirmed reservation constitutes a cancellation and cancellation fees apply.

Please note the COVID19 Terms & Conditions do not apply to the exclusive use of the villas and group bookings from 5 rooms and above.

CANCELLATION FEES FOR INDIVIDUAL (1 TO 4 ROOMS) BOOKINGS

- Cancellations made within 30 days of the arrival date, 50% of the full accommodation is payable.
- Cancellations made within 14 days of the arrival date, 100% of the full accommodation is payable.

CANCELLATION FEES FOR GROUPS (5 ROOMS+) AND/OR VILLA BOOKINGS

- Cancellations made within 60 days of the arrival date, 50% of the full accommodation is payable.
- Cancellations made within 30 days of the arrival date, 100% of the full accommodation is payable.

CANCELLATION FEES FOR EXCLUSIVE USE OF THE PROPERTY:

- Cancellations made within 90 days of the arrival date, 50% of the full accommodation is payable.
- Cancellations made within 60 days of the arrival date, 100% of the full accommodation is payable.

ONLINE TRANSACTIONS

Customer Privacy Policy

Ludus Magnus shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded [here](#).

Payment Options Accepted

Payment may be made via Visa, MasterCard, or American Express credit cards or by bank transfer into the Ludus Magnus bank account, the details of which will be provided on request.

Credit Card Acquiring and Security

Credit card transactions will be acquired for Ludus Magnus via PayGate(Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.

Customer Details Separate From Card Details

Customer details will be stored by Ludus Magnus separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to www.paygate.co.za

Merchant Outlet Country and Transaction Currency

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

Responsibility

Ludus Magnus takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

Country of Domicile

This website is governed by the laws of South Africa and Ludus Magnus chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, Ludus Magnus – R45, Two River Farms – 7690 Franschhoek – South Africa

Variation

Ludus Magnus may, in its sole discretion, change this agreement or any part thereof at any time without notice.

Company Information

This website is run by Ludus Magnus (Pty) Ltd based in South Africa trading as Ludus Magnus.

Ludus Magnus Contact Details

Email: info@ludusmagnus.co.za Telephone: +27 (0) 78 137 9591

GENERAL:

By agreeing to the rates provided you confirm that:

You have read and applied your mind to Ludus Magnus terms and conditions.

Your attention has been drawn to all clauses, especially to the ones relating to our sole and absolute responsibility for ensuring all guests are aware of Ludus Magnus's terms and conditions and the clauses relating to Ludus Magnus exclusion of liability and indemnity. You accordingly agree to be bound by the terms and conditions and do so without any undue influence and acknowledge that the terms and conditions form an essential part of the contract between Ludus Magnus and yourselves.

INCLUSIONS / EXCLUSIONS

Your room rates INCLUDE accommodation for maximum 2 guests per double rooms, full breakfast (at Manor House) or daily breakfast basket in the villas, complimentary minibar soft drinks, Nespresso machine and Wi-Fi. And EXCLUDE: any other meal than breakfast, dry cleaning, spa treatments, airport transfers, beverages, and any staff gratuities. A gratuity of 10% will automatically be added to the bill for groups of 8 or more.

MINIMUM STAY

Please note that during peak and festive seasons we operate a dynamic minimum night stay policy whereby we will seek to accommodate any length of stay provided that the booking does not create an unsellable night.

TRAVEL INSURANCE:

The guest is obliged to ensure that he/she has taken out adequate travel insurance to cover the financial implications of Ludus Magnus Cancellation Terms & Conditions. The Guest will bear the sole & absolute responsibility in this regard.

CHILDREN:

Children of all ages are welcome. A maximum of 1 baby below 2 years old can share with 2 adults per room. Baby cots are available on request for children under 2). Babysitters are available on request.

Children from 2 years old and above will be accommodate in an interleading double room (Family Corner)

CHECK IN TIME: 14h00

CHECK OUT TIME: 11h00

DISCLAIMER & INDEMNITY

The contracting person/company bears the sole and absolute responsibility for ensuring that they/their clients are aware of Ludus Magnus's exclusion of liability and indemnity and that all clients have the necessary travel documentation and comprehensive travel insurance (including medical and emergency travel expenses). Ludus Magnus cannot be held responsible for any amendment to scheduled air timetables or discontinued flights and all or any additional costs incurred related thereto.

These terms are valid for any bookings made with Ludus Magnus and is subject to variation or termination in writing by Ludus Magnus.

All persons entering these premises and/or using any facilities and/or participating in activities on the premises of Ludus Magnus do so entirely at their own risk. Ludus Magnus, its officers, employees, agents, representatives, subsidiaries, affiliates, controlling or holding companies and insurers, past and present will not be liable or responsible for any personal injury, harm, death, loss of support or any other damages of any nature whatsoever, whether arising from negligence or any other cause whatsoever.

Without derogating from the generality of the a foregoing, parents and guardians who enter these premises do so on the basis that they assist any child accompanying them, in contracting as aforesaid and, undertake to indemnify, hold harmless and absolve Ludus Magnus from any and all claims whatsoever that may arise in connection with any personal injury, harm, death, loss of support or damages of any nature whatsoever, whether arising from negligence or any other cause whatsoever, suffered by any such child.