

APPENDIX 2: SHORT TERM LETTING RULES

1 OWNER'S RESPONSIBILITIES

1.1. Owners are to familiarise themselves with the Newinbosch Neighbourhood Rules. Specific attention must be brought to Clause 15.4 of the short term letting Rules which states as follows:

“Short term letting, i.e. for 30 (thirty) days or less, will be allowed subject to the annual registration of the relevant Unit as a short term letting Unit in terms of the Short Term Letting Rules and subject to tenants complying with the MHOA's Short Term Letting Rules and security protocols from time to time in respect of such leases, which Short Term Letting Rules will include the following provisions:

- 15.4.1 *short term tenants registering for access control, which will lapse immediately on the rental agreement lapsing or being terminated;*
 - 15.4.2 *the Owner or the Owner's rental manager must register short term tenants' details on the MHOA's online platform or other platform nominated by the MHOA and if this is not done the Unit will be deregistered as a short term rental Unit; and*
 - 15.4.3 *a fee will be charged for registering each new short term tenant on the access control system.*
- 1.2. Details of the names and contact details and other particulars of all guests and arrival and departure dates are to be provided either on the chosen platform of the Newinbosch Master Homeowners' Association (“MHOA”) in the prescribed manner from time to time or, if no such platform is selected by the MHOA such details must be retained by the Unit's rental manager.
- 1.3. Short term rental properties must be registered annually as such with the MHOA and the relevant Body Corporate or Sectional Title Scheme HOA, if applicable and in this regard the Owner must complete the form as per Annexure A hereto. Furthermore, each short term rental Unit must have a rental manager registered with the MHOA and the relevant Body Corporate or Sectional Title Scheme HOA, if applicable, should the Owner not attend to the duties required, such as ensuring that guests are registered with MHOA's access control system. The said rental manager must be contactable by the MHOA and the MHOA security team 24 (twenty-four) hours per day during the short term letting period.
- 1.4. Should a Unit be short term let over a period of 1 (one) and/ or 2 (two) days, the short term rental manager for the particular Unit must facilitate access via the access control system by way of an access code issued by the rental manager to the short term tenant. Should such short term tenant wish to register on the access control system, they may do so at an additional cost of R250 (two hundred and fifty Rand).
- 1.5. Should a Unit be short term let over a period of 3 days or longer, the short term tenant will need to register on the access control system for a fee of R250 (two hundred and fifty Rand). The aforementioned fee is subject to change by the MHOA.
- 1.6. The number of properties eligible for short term letting will be capped to 5% (five percent) of the total number of properties with occupation certificates within the Development at the time of the application. Thus, the allocation will be on a first come, first serve basis.
- 1.7. A levy of R500 will be payable by each registered short term letting Unit. The aforementioned fee is subject to change by the MHOA
- 1.8. The Owner must ensure that, if necessary, municipal consent is obtained in order to conduct the short term let, it being recorded that municipal consent would be required for any Local Business Zone erf in the Development (e.g. Newinbosch Phase D). It is recorded for the avoidance of doubt that as at February 2024, all Units wanting to be used as a short term rental Unit in Phase D, The Bosk, being a Local Business Zone erf, will have to apply for such rights with the Stellenbosch Municipality. All homes in Phases F & H, will not have to apply for the such consent and will accordingly only have to register as a short term rental Unit with the MHOA and the Unit's relevant Body Corporate or relevant Sectional Title Scheme HOA.
- 1.9. Guests are to be met in person, either by the Owner him/herself or the rental agent. Guests may not simply be provided with keys and allowed to find their own way to the Unit.

- 1.10. Guests are to be provided with a copy of the Rules governing the short term letting Unit and informed of their purpose and enforcement, and that they and any of their visitors are to adhere to them.
- 1.11. Visitors of guests in short term letting accommodation will not be allowed access unless authorised by the rental manager or owner of the Unit.
- 1.12. Entry is entirely at your own risk, and any subsequent consequence to persons or property claims will not be entertained by the MHOA and the relevant Body Corporate or Sectional Title Scheme HOA, if applicable.
- 1.13. Parking arrangements are to be fully explained to guests, and the consequences of non-compliance emphasised.
- 1.14. Explanation of the operation of the pre-paid water and electricity systems, and arrangements for the payment for these utilities are matters for mutual agreement between the Owner/ rental manager and guest.
- 1.15. The addressing of any problems encountered by the guests during their stay is the responsibility of the Owner, except in the case of urgent safety and security issues, in which case they should be pursued directly with the security personnel. Building management will not address any non- critical issues directly with short term guests.
- 1.16. Problems encountered within the living unit are not, other than in the most extreme, life-threatening circumstances, to be pursued with Security.
- 1.17. On departure, guests are to be seen off the premises either by the Owner or by his/her rental agent.
- 1.18. Any damage or loss caused to the MHOA and the relevant Body Corporate or Sectional Title Scheme HOA, if applicable, by the visitors will be recovered from the Owner.

2 GENERAL ISSUES WITH REGARD TO SHORT TERM LETS

- 2.1. The guests' arrival will be recorded in a register at the Security desk.
- 2.2. Guests are under no circumstances to request building management or the Security staff to accept keys or possessions for temporary safekeeping.
- 2.3. The Security staff do not perform concierge functions and are not to be approached for services other than those covered by their basic security duties.
- 2.4. All cleaning, servicing and maintenance in a short-let Unit are the responsibility of the Owner.
- 2.5. Any infringement of the Newinbosch Neighbourhood Rules, the Rules of the relevant Body Corporate or Sectional Title Scheme HOA (if applicable), or the guidelines contained in this document shall be subject to a fine in accordance with the following table:

11 SHORT TERM RENTALS		
a	Short term renting of property not conforming to Neighbourhood Rules: First offence	R 2 500.00
b	Short term renting of property not conforming to Neighbourhood Rules: Second offence	R 5 000.00
c	Short term renting of property not conforming to Neighbourhood Rules: Third offence	Refer to Trustees