

1. DESCRIPTION OF SERVICES

Safari Lodges and Classic Retreats is a business in the Tourism industry that represents accommodation establishments undertaking reservations, sales and marketing. Herein after referred to as Safaris & Retreats

2. DELIVERY POLICY

Subject to availability and receipt of payment, requests will be processed within two days and confirmed by reservation confirmation voucher via email.

3. REFUND POLICY

The provision of services by Safaris & Retreats is subject to availability. In cases of unavailability, Safaris & Retreats will refund the client in full within 30 days. Reservation cancellation terms will apply.

4. TERMS, CONDITIONS AND PAYMENT POLICY

SAFARIS & RETREATS reserves the right to stipulate a minimum stay over weekends, public holidays and holiday periods. A weekend constitutes a Friday and a Saturday night. One-night bookings are not generally accepted but may be made at the discretion of SAFARIS & RETREATS reservations staff.

All visits to the Lodges are subject to said lodge, as well as SAFARIS & RETREATS Exclusion of Liability and Indemnity, a copy of which is available on the website.

5. TRAVEL CANCELLATION INSURANCE

It is the guests' sole and absolute responsibility to ensure that they have adequate and suitable comprehensive travel and medical insurance in place to cover themselves, as well as any dependents | travelling companions. This insurance should include cover in respect of, but not limited to, the

following eventualities: cancellation or curtailment of the booking, emergency evacuation expenses, medical expenses, hometown repatriation expenses, damage and/or theft / and/or loss of personal property, baggage, money, and good. SAFARIS & RETREATS, their representatives, directors, officers, employees, and agents will not be responsible for any damage, loss, costs, or expenses incurred or suffered by the guest, or guest's dependents or travelling companions, as a result of or in connection with any of the abovementioned events. Guests will be charged directly by the relevant service providers for any emergency services they may require and may find themselves in a position unable to access such services should they not be carrying the relevant insurance cover.

6. SAFARIS & RETREATS RESERVED RIGHTS

In the event that SAFARIS & RETREATS, at any time, receives another firm enquiry, accompanied by the payment of a 20% deposit seeking accommodation being held by SAFARIS & RETREATS for the Company / guest, then SAFARIS & RETREATS reserves the right to immediately request: The Company / guest to release the said accommodation; or The Company / guest to pay a non-refundable deposit to SAFARIS & RETREATS in the sum equivalent to 20% of the full account, to secure the reservation

7. INDEPENDENT TRAVELLERS

To make a reservation please provide the following information:

- Surname and Christian names as they appear in the passport or Identity Document
- Nationality
- Arrival and departure methods
- Any special dietary requirements or special requests
- Mobile contact number
- Room configuration double / twin or single beds
- Chronic medical condition / allergies

8. GENERAL DEPOSIT POLICY – INDEPENDENT TRAVELLERS

The following deposits policy will apply to independent travellers and payment is required within 14 days of reservation confirmation:

20% non-refundable deposit

9. CANCELLATION POLICY – INDEPENDENT TRAVELLERS

Upon confirmation of reservation, SAFARIS & RETREATS reserves the right to charge a cancellation fee unless the reservation is cancelled within 48 hours of the original confirmation of the reservation. Applicable cancellation fee equivalent to:

- 31 Days prior to the scheduled date of arrival the 20% non-refundable deposit paid will apply as the cancellation fee
- Within 30 days of the scheduled date of arrival 100% cancellation fee will apply

10. GROUPS (FOUR ROOMS OR MORE)

To make a Group reservation please provide the following information:

- Group Name
- Guests Nationalities
- Room configuration double / twin or single beds to be held / booked

11. GROUP DEPOSIT POLICY – (FOUR ROOMS OR MORE)

For all Groups payment of a 20% non-refundable deposit is required within 14 days of the making of a reservation. Full payment is required if booked within 45 days of the scheduled date of arrival.

Please note that a reservation is not confirmed or secure until this required deposit has been paid in full. SAFARIS & RETREATS reserves the right to release any accommodation held where the required deposit has not been paid in full within the stated period.

Should we receive confirmed bookings against provisional space, we do reserve the right to request the release of rooms and we will require a response within 48 hours, or the rooms will be automatically released.

The balance of the account must be paid, in advance, no less 45 days for groups prior to the scheduled date of arrival. All other extras must be settled with The Lodge prior to departure.

12. CANCELLATION POLICY – GROUPS

Cancellation of a provisional reservation will not incur cancellation fees. Cancellation of reservations for Groups made within 45 days of intended arrival will not incur cancellation charges if cancelled within 48 hours of the original confirmation of the reservation. Immediate payment, in full, is required if booked within 45 days of the scheduled date of arrival.

The Company / Guest shall be liable for the following cancellation fees on the cancellation of a confirmed reservation or a reduction in the number of rooms or guests, namely:

≥ 151 days prior to the scheduled date of arrival at the lodge = 20% of the full amount if the entire booking is cancelled or 20% of the revenue relating to the cancelled rooms

150 - 91 days prior to the scheduled date of arrival at the lodge = 30% of the full amount if the entire booking is cancelled or 30% of the revenue relating to the cancelled rooms

90 - 61 days prior to the scheduled date of arrival at the lodge = 50% of the full amount if the entire booking is cancelled or 50% of the revenue relating to the cancelled rooms

60 - 46 days prior to the scheduled date of arrival at the lodge = 75% of the full amount if the entire booking is cancelled or 75% of the revenue relating to the cancelled rooms

45-00 days prior to the scheduled date of arrival at the lodge = 100% of the full amount if the entire booking is cancelled or 100% of the revenue relating to the cancelled rooms, unless the reservation is cancelled within 48 hours of the original confirmation of reservation.

13. RESERVATIONS PROCEDURES – GROUPS

A reservation will be held on a provisional basis for 14 days from day of booking. The company / guests are required to release provisional bookings in writing via e-mail

A reservation made within 90 days prior to the scheduled date of arrival will be reserved on provisional status for 2 to 7 days only. The company / guests are required to release provisional bookings in writing by e-mail.

SAFARIS & RETREATS will issue to the Company / Guests

- A reservation detailed confirmation letter i.e. lodge/s booked, room type/s, dates, rates, flights and transfers as well as deposit deadline date.
- A Group will become confirmed once the deposit has been received and all terms and conditions have been adhered to
- Standard deadlines:
 - Please note that we require a final number of rooms at 90 days
 - Please note that we require a preliminary or final program at 60 days
 - Please note that we require a final rooming list and final guest details, including dietary at 30 days
 - Please note that we require arrival / departure details at 30 days

The Company / Guest is obliged to release reservations in writing by e-mail

14. GUEST RESPONSIBILITIES

- 1. Provide at time of confirmation their nationality information is to be used for market data purposes only
- 2. Ensure they take out adequate and suitable comprehensive travel and medical Insurance covering them as well as any dependents for personal effects, personal accident, medical expenses including diagnostic testing, emergency travel expenses, quarantine expenses, hospitalization, cancellation and curtailment; including "cancel for any reason" coverage in order to cover the financial implications of SAFARIS & RETREATS Cancellation Terms and Conditions
- 3. Ensure that the necessary visa and vaccination requirements are met.
- 4. Seek medical advice regarding prophylaxis and vaccination requirements prior to travel in line with COVID-19 Governmental stipulated requirements.
- 5. Guests will be required to sign an Exclusions of Liability, Waiver, and indemnity prior to or on arrival at the lodge
- 6. Guests will be required to provide a contactable mobile number whilst in South Africa
- 7. Ensure that they have read and understand Safaris & Retreats Privacy Policy available on www.Safarisandretreats.com website and consent to SAFARIS & RETREATS's processing of their personal information referred to in 13 above.

15. SAFARIS & RETREATS RESPONSIBILITIES

- 1. Stipulate all accommodation booked, room configuration, dietaries, special requests and where applicable, transfers booked for arrival and departure to the lodge.
- 2. Make every effort to secure special requests, however these cannot be guaranteed.
- 3. On request, provide to the guest proof of Public Liability Insurance taken out by booked lodge.

16. DIETARY RESTRICTIONS

Due to the respective lodges' kitchen's limitations, we are unfortunately unable to safely accommodate celiac, kosher, or severe nut allergies.

We can however accommodate normal gluten-free diets, kosher-style and non-life threatening nut allergies that do not require sterilizing or decontamination of environments.

Please consider this when making a reservation that requires these dietaries.

For more info on Celiac Disease:

https://www.coeliac.org.uk/information-and-support/coeliac-disease/about-coeliac-disease/myths-about-coeliac-disease/

17. FORCE MAJEURE –

If the performance of any obligation, in whole or part, by either party under this Agreement is prevented due to causes beyond the control of and not reasonably foreseeable by the parties to this Agreement, including, acts of God, acts of terrorism, civil disorder, industrial disputes, pandemic, or the issuance of a prohibition on travel to the location by a governmental or internationally-recognized organization, (e.g., United States Department of State, World Health

Organization, United Kingdom Foreign & Commonwealth Office) (hereinafter referred to as "the Force Majeure"), then the impacted party will be excused from such performance to the extent of such prevention. If a Force Majeure results in the prevention of travel, all monies paid in respect of or in relation to the event shall be refunded without delay, with the exception of documented, unrecoverable expenses incurred due to cancellation terms of a third party.

18. PAYMENTS

Payments can be effected by either:

- 1. A secure payment link sent along with the Reservation confirmation. Payment may be made via Visa or Master Cards or by bank transfer into SAFARIS & RETREATS bank account listed below.
- 2. Card transactions will be acquired for Safaris & Retreats via PayGate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. DPO PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.
- 3. Customer details will be stored by Safari Lodge and Classic Retreats separately from card details which are entered by the client on DPO PayGate's secure site. For more detail on DPO PayGate refer to www.paygate.co.za.
- 4. Merchant country and transaction currency

The merchant country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR). Payments must be made in South African Rands and a copy of proof of payment emailed to the reservation consultant attending to the enquiry.

Bank transfer to - Safari Lodges & Classic Retreats (PTY) Ltd

First National Bank

Branch code: 210 835

Account No: 629 032 86 484

Swift Code: FIRNZAJJ

19. GAME WALK AND CHILDRENS POLICY

Children of all ages are accepted at applicable lodges. Children aged 6 and over are permitted on game drives and persons 16 years and over are permitted on game walks upon management's discretion. Management reserves the right to refuse anyone whom they may deem unsafe / unsuited to participate in these activities. Baby-sitting service available at the applicable lodge, at an additional cost.

20. REFUNDS

In the event of refunds, a 3% administration fee will be retained; refunds will exclude currency fluctuations from when payment was received by SAFARIS & RETREATS.

21. HEALTH MATTERS

Since Malaria is endemic to the Limpopo and Mpumalanga region where SAFARIS & RETREATS are situated, it is essential to ensure that anti-malarial precautions be taken throughout the year. It is the guests' sole and absolute responsibility to ensure that they consult with their doctors and/or pharmacist prior to traveling to ensure that all necessary precautions against malaria are timeously taken.

22. PERSONAL INFORMATION

The Company and the guest acknowledge that, subject to Applicable Laws and SAFARIS & RETREATS Privacy Policy, SAFARIS & RETREATS may electronically collect, store, process and use personal information, including the guest's name/s, contact details, email addresses, passport / identity numbers and information etc. for the purpose of providing the services in connection with the reservations and unless the guest instructs SAFARIS & RETREATS, in writing, to destroy any personal information held, that SAFARIS & RETREATS may retain such personal information for as long as is necessary or legally required in order to render the services under Applicable Laws.

Except to the extent of its own gross negligence, recklessness or wilful misconduct, SAFARIS & RETREATS will not be responsible for any damages or loss suffered by the guest as a result of the transmission of any confidential or other personal information disclosed or made available to SAFARIS & RETREATS through the Internet.

23. CONSERVATION FEES

All reservations will be charged a conservation fee of R330 per person per night. These costs (Conservation Fee) will be raised on the reservations invoice and are under no circumstances payable at any of the lodges.

Please adhere to all deadlines stipulated in the reservation to avoid the reservation being automatically cancelled without prior notice.

24. COUNTRY OF DOMICILE

This website is governed by the laws of South Africa and Safaris & Retreats 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, 26 Villa La Tana, 37 Mulbarton Road, Beverley, Sandton

25. VARIATION

Safaris & Retreats may, in its sole discretion, change this agreement or any part thereof at any time without notice.