



SAFARIS & RETREATS' TERMS AND CONDITIONS

1. 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. Reservations for one night will not generally be accepted but Safaris & Retreats' reservations staff may, in their sole and absolute discretion, accept a reservation requested for one night.
2. It is the Company's and/or guest's sole and absolute responsibility to ensure that all information provided on the reservation confirmation is accurately captured and aligned to the guest's itinerary, including but not limited to arrival and departure dates/details, dietary requirements, allergies, or any additional pertinent information prior to guest's arrival.
3. Safaris & Retreats shall not be liable for any costs or claims raised due to any inaccuracies once the reservation is confirmed.
4. All visits to and accommodation at the properties are subject to the applicable property's **Exclusion of Liability, Waiver and Indemnity**, which are available on the website, or a copy of which may be provided on request by the Company.
5. All references to "days" mean calendar days.
6. **Travel Insurance**
 - 6.1 It is the guest's sole and absolute responsibility to ensure that they have adequate and suitable comprehensive travel and medical insurance in place for themselves and any dependents / travelling companions.
 - 6.2 Without limiting the above, such insurance should include, but not be limited to, cover for the following events:
 - 6.2.1 Cancellation or curtailment of the reservation;
 - 6.2.2 Emergency evacuation and transport expenses;
 - 6.2.3 Medical expenses;
 - 6.2.4 Repatriation expenses;
 - 6.2.5 Quarantine-related costs (where applicable);
 - 6.2.6 Diagnostic testing (where applicable);
 - 6.2.7 Damage to, theft of, or loss of personal property, baggage and money; and
 - 6.2.8 Where commercially available, "cancellation for any reason" cover.
 - 6.3 Safaris & Retreats, its representatives, directors, officers, employees and agents will not be responsible for or liable to pay for any loss, damage, costs or expenses incurred or suffered by the guest (or any dependents / travelling companions) as a result of, or in connection with, any of the above events or events in respect of which comprehensive travel and medical insurance cover could have been obtained, whether or not such cover was obtained and in place.

- 6.4 Guests will be charged directly by the relevant service providers for any emergency or third-party services they may require and may be unable to access due to the absence of relevant insurance cover.

7. **Safaris & Retreats Reserved Rights**

- 7.1 Any provisional reservation, provisional hold, or provisional allocation of accommodation ("Provisional Space") must be released or cancelled by the Company in writing by email to Safaris & Retreats' reservations consultant.
- 7.2 Any release or cancellation of Provisional Space will be effective only once acknowledged in writing by Safaris & Retreats.
- 7.3 Notwithstanding any provisional holding periods set out elsewhere in this agreement, if Safaris & Retreats receives another firm enquiry, accompanied by payment of the applicable deposit (or full payment, where required) for accommodation being held as Provisional Space, Safaris & Retreats reserves the right to request that the Company either:
- 7.3.1 Release the relevant Provisional Space; or
- 7.3.2 Pay the applicable non-refundable deposit (or full payment, where required) to secure the reservation.
- 7.4 The Company must respond in writing within 48 (forty-eight) hours of such request. If the Company fails to respond within this period, Safaris & Retreats may automatically release the relevant Provisional Space without further notice and without any liability to the Company or guest(s).

8. **Tour Operator / Travel Agent Policy**

- 8.1 Post-deposit final payments must be made as per stipulated deadlines set out below. The final payment due must be made in advance unless the Company enjoys credit facilities with Safaris & Retreats.
- 8.2 Final payment deadlines
- 8.2.1 **Lodges** (Shumbalala Game Lodge, Waterbuck, Shimungwe): 30 (thirty) days prior to arrival
- 8.2.2 **House Marape**: 45 (forty-five) days prior to arrival
- 8.3 As a Tour Operator/Travel Agent, the Company is subject to the Group Deposit Policy (Four Rooms or More) referred to below.
- 8.4 Safaris & Retreats Cancellation Policy is applicable regardless of whether payments have been made in full or in part.

9. **Account Holders**

- 9.1 These Terms and Conditions, insofar as they concern the making of reservations and Safaris & Retreats' Cancellation Policy, apply to account holders.
- 9.2 Deposits for individual bookings may be waived at Safaris & Retreats' sole and absolute discretion subject to credit facility terms acceptable to Safaris & Retreats.

9.3 Deposits will be required for group bookings, without exception, to secure space.

9.4 Once invoices have been issued, no adjustments will be made post travel.

10. **Independent Travellers**

10.1 The following information must be provided when a reservation is made:

10.1.1 Full names as per passport/ID

10.1.2 Passport / ID numbers

10.1.3 Nationality

10.1.4 Arrival and departure details

10.1.5 Special dietary requirements

10.1.6 Mobile contact number

10.1.7 Room configuration

10.1.8 Chronic medical conditions/allergies

10.1.9 Passport details for House Marape (required 45 days prior to arrival)

10.2 General Policy – Independent Travellers

10.2.1 A reservation will be held provisionally for 7 (seven) days from date of booking.

10.2.2 Deposit requirements:

10.2.2.1 **Lodges:** 20% non-refundable deposit

10.2.2.2 **House Marape:** 30% non-refundable deposit

10.2.3 Payment of the balance is due:

10.2.3.1 **Lodges:** 30 (thirty) days prior to the date of arrival as per the reservation

10.2.3.2 **House Marape:** 45 (forty-five) days prior to the date of arrival as per the reservation

10.2.4 If payment deadlines are not met, Safaris & Retreats reserves the right to cancel the reservation and retain the non-refundable deposit.

10.3 Cancellation Policy – Independent Travellers

10.3.1 Cancellation within 48 (forty-eight) hours of the original confirmation of the reservation will not incur charges.

10.3.2 Applicable cancellation fees thereafter:

10.3.2.1 Lodges:

10.3.2.1.1 31+ days prior to the date of arrival as per the reservation: 20% deposit retained

10.3.2.1.2 0–30 days prior to the date of arrival as per the reservation: 100% cancellation fee

10.3.2.2 House Marape:

- 10.3.2.2.1 46+ days prior to the date of arrival as per the reservation: 30% deposit retained
- 10.3.2.2.2 0–45 days prior to the date of arrival as per the reservation: 100% cancellation fee

11. **Groups (Four Rooms or More)**

11.1 A Group is defined as four rooms or more booked per property.

11.2 To make a Group reservation the following information must be provided:

11.2.1 Group name

11.2.2 Guests' names

11.2.3 Guests' nationalities

11.2.4 Room configuration

11.3 Group Deposit Policy

11.3.1 A deposit must be paid within 14 (fourteen) days of the reservation:

11.3.1.1 **Lodges:**

11.3.1.1.1 20% non-refundable deposit

11.3.1.1.2 Payment of the balance due must be made 45 (forty-five) days prior to the date of arrival as per the reservation

11.3.1.2 The applicable deposit must be paid within the stipulated payment deadline to secure and maintain the confirmed reservation. Failure to make payment by the stipulated deadline shall be dealt with in accordance with clause 22 below.

11.3.2 Payment of the total amount due must be made if the reservation is made within 30 (thirty) days prior to the date of arrival as per the reservation. Where Safaris & Retreats issues written confirmation following written instruction to confirm, the reservation is confirmed and subject to these Terms and Conditions; payment in full remains due in accordance with the stipulated payment deadline.

11.4 Cancellation Policy – Groups

11.4.1 Cancellation of provisional reservations will not incur cancellation fees.

11.4.2 If confirmed reservations are cancelled within 48 (forty-eight) hours of the original confirmation of the reservation, no cancellation fees will be payable.

11.4.3 Cancellation fees for confirmed reservations or room reductions:

11.4.3.1 151+ days prior to the date of arrival as per the reservation: 20%

11.4.3.2 91 to 150 days prior to the date of arrival as per the reservation: 30%

11.4.3.3 61 to 90 days prior to the date of arrival as per the reservation: 50%

11.4.3.4 31 to 60 days prior to the date of arrival as per the reservation: 75%

11.4.3.5 0 to 30 days prior to the date of arrival as per the reservation: 100%

11.5 Reservation Procedures – Groups

- 11.5.1 Reservations will be held provisionally for 14 (fourteen) days.
- 11.5.2 Bookings made within 90 (ninety) days of arrival will be held for 5 (five) days only.
- 11.5.3 Standard deadlines by which the following must be provided to Safaris & Retreats:
 - 11.5.3.1 Final room numbers: 90 (ninety) days
 - 11.5.3.2 Preliminary/final program: 60 (sixty) days
 - 11.5.3.3 Final rooming list & guest details: 30 (thirty) days
 - 11.5.3.4 Arrival/departure details: 30 (thirty) days

12. **Guest Responsibilities**

- 12.1 Guests are responsible for:
 - 12.1.1 Providing full names and contact details
 - 12.1.2 Providing passport information and numbers
 - 12.1.3 Providing nationality information
 - 12.1.4 Ensuring adequate travel and medical insurance
 - 12.1.5 Meeting visa and vaccination requirements
 - 12.1.6 Seeking medical advice regarding prophylaxis
 - 12.1.7 Reading, accepting and signing the applicable Exclusion of Liability, Waiver and Indemnity
 - 12.1.8 Reading and consenting to Safaris & Retreats' Privacy Policy

13. **Safaris & Retreats Responsibilities**

- 13.1 Safaris & Retreats will:
 - 13.1.1 Confirm accommodation and arrangements
 - 13.1.2 Make reasonable efforts to secure special requests
 - 13.1.3 Provide proof of Public Liability Insurance upon request

14. **Force Majeure & Travel Disruption**

- 14.1 Force Majeure
 - 14.1.1 For the purposes of this agreement, "Force Majeure" means any event or circumstance beyond the reasonable control of a party which directly prevents, prohibits, or materially impairs the performance of the contracted services at the destination property or within the destination country, including but not limited to:
 - 14.1.1.1 War, armed conflict, invasion, hostilities, or military or war-like operations affecting the destination country or region.
 - 14.1.1.2 Acts of terrorism affecting the destination country or region. For the purpose of this agreement, "Acts of Terrorism" includes, without limitation, the use of violence or force or the threat thereof, whether as an act harmful to human life or not, by any

person or group of persons, acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal, economic, social, or ideological reasons, or committed with the intention of influencing any government, or for the purpose of inspiring fear in the public or any section thereof.

- 14.1.1.3 Natural disasters including but not limited to fire, flood, earthquake, cyclone, severe weather events, or other environmental disasters.
- 14.1.1.4 Orders made by the government, or regional or local authority requiring the evacuation, closure, or suspension of operations affecting the destination property.
- 14.1.1.5 The closure of or the denial of access to National Parks, protected areas, access routes, or infrastructure essential to the operation of the services.
- 14.1.1.6 The destruction of, or material damage to, the destination property or essential operational infrastructure.
- 14.1.1.7 Pandemics or epidemics only where such event results in mandatory closure of the destination property or a legal prohibition on operating the contracted services.
- 14.1.2 **Force Majeure shall only apply where the Force Majeure event directly prevents the provision of the contracted service at the destination property.**
- 14.1.3 Notice and Mitigation
 - 14.1.3.1 If a Force Majeure event occurs, Safaris & Retreats shall:
 - 14.1.3.1.1 Notify the Company or guest as soon as reasonably practicable after becoming aware of the event;
 - 14.1.3.1.2 Take reasonable steps to mitigate the effects of the Force Majeure event, and
 - 14.1.3.1.3 Cooperate in good faith to explore reasonable alternatives, including a postponement of the reservation where possible.
- 14.1.4 Financial Consequences of Force Majeure
 - 14.1.4.1 Where a confirmed booking cannot proceed due to a Force Majeure event affecting the destination property:
 - 14.1.4.1.1 Safaris & Retreats shall use reasonable endeavours to recover payments made to third-party suppliers
 - 14.1.4.1.2 All recoverable amounts shall be refunded.
 - 14.1.4.1.3 Safaris & Retreats shall be entitled to deduct documented, unrecoverable costs incurred due to third-party supplier cancellation terms, including but not limited to:
 - 14.1.4.1.3.1 Charter or scheduled flight cancellation penalties;
 - 14.1.4.1.3.2 Park fees, conservation levies, and permits;
 - 14.1.4.1.3.3 Ground handling, transport, or guiding services already committed.

- 14.1.4.2 Where commercially feasible, Safaris & Retreats may offer postponement of the reservation or a reservation credit in lieu of a refund.
- 14.2 Extended Force Majeure
- 14.2.1 Without in any way derogating from the provisions of 14.1 above, if a Force Majeure event continues for more than 30 (thirty) consecutive days and directly and materially prevents the delivery of the contracted services at the destination, either party may cancel the affected reservation, subject to the provisions of Clause 14.1.4 - Financial Consequences of Force Majeure - regarding recoverable and unrecoverable costs.
- 14.3 Travel Disruption Events
- 14.3.1 The following events shall not constitute Force Majeure under this agreement and shall instead be treated as Travel Disruption Events;
- 14.3.1.1 International airline cancellations, route suspensions, or airline operational disruptions;
- 14.3.1.2 Airspace closures or transit restrictions affecting travel routes but not preventing operation of services at the destination;
- 14.3.1.3 Government travel advisories, restrictions, or entry requirements issued by authorities in the country of origin or transit;
- 14.3.1.4 Political instability or civil unrest occurring outside the destination country or not directly affecting the operation of the contracted services at the destination property;
- 14.3.1.5 Pandemic-related travel bans affecting origin or transit countries but not requiring closure of the destination property;
- 14.3.1.6 Guest or client cancellations arising from perceived safety concerns or changes in travel preference.
- 14.3.2 In such circumstances:
- 14.3.2.1 Safaris & Retreats shall use reasonable efforts to assist with rescheduling the reservation;
- 14.3.2.2 Cancellations shall remain subject to the standard booking and cancellation terms of this agreement; and
- 14.3.2.3 All supplier cancellation penalties shall apply.
- 14.3.3 Responsibility for International Travel
- 14.3.3.1 Unless expressly agreed otherwise in writing, guests are responsible for arranging and maintaining their own international travel arrangements, including flights to and from the destination country.
- 14.3.3.2 Safaris & Retreats shall not be liable for disruption to international travel or transit routes which do not prevent the operation of the contracted services at the destination property.
- 14.4 Risk Allocation

- 14.4.1 The parties acknowledge and agree that the allocation of risk set out in this clause 14 reflect the operational realities, including limitations in business interruption insurance coverage and reliance on third-party suppliers, and represents a fair allocation of risk between the parties.

15. **Payment**

- 15.1 Payment may be effected via:

15.1.1 Secure payment link

15.1.2 Virtual card services

15.1.3 Bank transfer

- 15.2 The details of the bank account in respect of **Lodges** (ZAR Payments):

Safari Lodges & Classic Retreats (Pty) Ltd

First National Bank

Branch code: 210835

Account number: 629 032 86 484

Swift code: FIRNZAJJ

- 15.3 The details of the bank account in respect of **House Marape** (USD Payments):

Safari Lodges & Classic Retreats (Pty) Ltd

First National Bank

Branch code: 261251

Account number: 631 844 33 323

Swift code: FIRNZAJJ

- 15.4 Proof of payments made must be sent by email to the Safaris & Retreats' reservation consultant.

- 15.5 Settlement of extras / incidentals:

15.5.1 Unless expressly included in the confirmed rate or pre-booked and invoiced by Safaris & Retreats, all extras and incidental charges (including, without limitation, spa treatments, premium beverages, laundry, gratuities, curio purchases, and any activities not specified as included) are for the guests' own account.

15.5.2 All such extras and incidental charges must be settled directly with the relevant property prior to departure, unless otherwise agreed in writing by Safaris & Retreats.

15.6 **The Company and/or guests are responsible for verifying the details of the bank account into which payments must be made before making payment. Safaris & Retreats shall not be responsible for any payment made into the incorrect bank account. The Company and/or guest shall remain liable to pay all amounts due to Safaris and Retreats in the event of and notwithstanding a payment being made into an incorrect bank account.**

16. **Game Walk and Children's Policy (Lodge Applicable)**

- 16.1 Children of all ages are accepted at Lodges.

16.2 Children of 6 years of age and over are permitted on game drives

16.3 Children of 16 years of age and over permitted on game walks

16.4 Management reserves the right to refuse participation

17. **Refunds**

17.1 A 3% administration fee will be retained on refunds.

17.2 Currency fluctuations will not be absorbed.

18. **Health Risks Warning**

18.1 Malaria is endemic in the Limpopo and Mpumalanga provinces and regions of Mozambique where properties are situated.

18.2 Guests must take precautions to avoid risks to their health and consult medical professionals prior to travel.

19. **Personal Information**

19.1 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 for the purposes of providing the services in connection with the reservations.

19.2 Personal information may include (without limitation) the guest's name(s), contact details, email address(es), passport and/or identity numbers, nationality, arrival and departure details, dietary and medical information (including allergies) and any other information reasonably required to facilitate the booking and related services.

19.3 Unless the guest instructs Safaris & Retreats, in writing, to destroy or delete personal information held, Safaris & Retreats may retain such personal information for as long as is necessary or legally required in order to render the services and to comply with applicable laws.

19.4 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 personal information disclosed or made available to Safaris & Retreats through the Internet.

20. **Levies**

20.1 **Lodges**

20.1.1 R330 per person per night.

20.1.2 Applied per property where dual bookings occur.

20.2 **House Marape**

20.2.1 US\$25 per person per night.

20.2.2 Levies are charged on the reservation invoice and are not payable at the property.

21. **Strict Adherence to Deadlines**

21.1 To avoid automatic cancellation without prior notice, all deadlines stipulated in the reservation must be strictly adhered to.

22. CONFIRMATION OF RESERVATIONS AND APPLICATION OF CANCELLATION TERMS

- 22.1 A provisional reservation shall become a confirmed reservation once the guest, consultant, Tour Operator or Travel Agent has provided Safaris & Retreats with written instruction to confirm the reservation and Safaris & Retreats has subsequently issued written confirmation of that reservation.
- 22.2 From the date on which Safaris & Retreats issues such written confirmation, the reservation shall be subject to these Terms and Conditions, including the applicable cancellation policy. The due date for payment of the deposit forms part of the agreed payment schedule and does not determine or postpone the commencement or application of the cancellation terms.
- 22.3 Accordingly, cancellation of a confirmed reservation prior to payment of the deposit shall remain subject to the cancellation terms and any cancellation charges applicable at the date of cancellation.
- 22.4 Failure to pay a deposit or other amount by the stipulated payment deadline shall not, of itself, constitute cancellation of the reservation by the guest, consultant, Tour Operator or Travel Agent. Safaris & Retreats reserves the right to cancel a reservation where a payment deadline has not been met, without prejudice to any cancellation charge or other amount already due in accordance with these Terms and Conditions.

23. DOCUMENT RELATIONSHIP, INCORPORATION AND PRIORITY

- 23.1 These Terms and Conditions must be read together with the applicable property-specific Exclusion of Liability, Waiver & Indemnity and the Safaris & Retreats Privacy & Personal Information Policy, each as published or otherwise supplied by Safaris & Retreats from time to time.
- 23.2 Clause 14 (Force Majeure & Travel Disruption) of these Terms and Conditions is the controlling provision for all Force Majeure Events and Travel Disruption Events affecting a reservation, stay, transfer, activity or other service. Any summary of, or reference to, Force Majeure or Travel Disruption in another Safaris & Retreats document is incorporated by reference to Clause 14 and does not create a separate or additional cancellation, refund, credit or postponement regime.
- 23.3 If there is any inconsistency between these Terms and Conditions and another Safaris & Retreats website document: (a) these Terms and Conditions prevail in relation to reservations, payments, cancellations, refunds, credits, postponements and Force Majeure or Travel Disruption; (b) the applicable Exclusion of Liability, Waiver & Indemnity governs inherent risk, assumption of risk, waiver, release and indemnity; and (c) the Privacy & Personal Information Policy governs the processing of personal information, in each case subject to any mandatory provision of applicable law.
- 23.4 No website summary, marketing communication, itinerary note, reservation correspondence or other informal communication varies these Terms and Conditions unless the variation is expressly agreed in writing by a duly authorised representative of Safaris & Retreats.