

STANDARD BOOKING TERMS AND CONDITIONS (FOR INDIVIDUALS AND FOR ENTITIES WITH A T/O OR ASSET VALUE OF LESS THAN R2M)

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1 PARTIES AND TERMS OF USE

- 1.1 Seolo Africa (Pty) Limited (**Seolo Africa or we or us**) is the marketing and reservations agent for Rhino Waking Safari's (Pty) Ltd (which operates Rhino Post Safari Lodge and Plains Camp @ Rhino Walking Safaris in the Kruger National Park, South Africa), Campsite Safaris (Pty) Ltd (which operates Chundu Island in Zimbabwe) and Powdered Investments (Pvt) Ltd (which operates Masuwe Lodge in Zimbabwe) (collectively the "**Seolo Africa Properties**").
- 1.2 These are the terms and conditions (**T&C's**) on which we carry on business. These T&C's apply in respect of all and any dealings, engagement, enquiries, reservations or other interactions by any person (**you or a guest**) with Seolo Africa. In dealing directly with us, or by accessing, using, obtaining any information, rates and/or services from us, or making, amending or cancelling any reservations or booking or using any third party services with us, you are deemed to have accepted these T&C's, and agree to be bound by them.
- 1.3 **These T&C's contains clauses which may limit the risk or liability of us and third parties, create risk or liability for you, require you to indemnify us and third parties, and/or be an acknowledge of a fact by you. These clauses are highlighted in these Booking Terms and Conditions. Your attention is drawn to these clauses because they are important and should be carefully read and understood before you enter into a contract with us. If there is any part of these clauses that is not understood, please request an explanation before accepting or agreeing thereto.**

2 RESERVATIONS POLICIES & PROCEDURES

2.1 FIT's & Groups

- 2.1.1 FIT's refers to a booking for 7 or less full paying guests occupying 4 or less rooms.
- 2.1.2 A Group is considered a booking for 8 or more full paying guests or 5 or more rooms.

2.2 Procedures

- 2.2.1 All bookings/enquiries must be submitted in writing via email to our reservations office. No rates may be assumed to be confirmed, and no reservations may be assumed to be confirmed, amended or cancelled without written confirmation from us.
- 2.2.2 Every effort is made to ensure that the details given to you are correct. Upon receipt of the confirmation/pro forma invoice from us, the content must be reviewed, and any discrepancies must be addressed immediately.

2.3 Provisional Booking & Release Periods

Provisional bookings will be held for the period as set out below and then automatically released, unless otherwise agreed in writing by us.

FIT's - 7 or less guests occupying 4 or less rooms	Days Prior To Arrival			
	0 - 14 Days	15 - 60 Days	61 - 90 Days	91+ Days
	24 Hours	72 Hours (3 Days)	7 Days	14 Days

GROUPS - 8 or more guests or 5 or more rooms	Days Prior To Arrival			
	0 - 14 Days	15 - 60 Days	61 - 90 Days	91+ Days
	24 Hours	72 Hours(3 Days)	7 Days	7 Days

Should the above release times not be suitable, please feel free to contact us for a possible alternate arrangement.

2.4 Minimum Stays

- 2.4.1 Festive Season: 2 nights minimum stay from 15 December to 7 January (both dates inclusive) at Rhino Post Safari Lodge @ Rhino Walking Safaris & Masuwe Lodge.
- 2.4.2 Year Round: 2 nights minimum stay at Plains Camp @ Rhino Walking Safaris.

2.5 Guest information Required

- 2.5.1 The Seolo Africa Properties are located in remote areas and therefore, to assist us in ensuring we meet and hopefully exceed your expectations, we require as much information as possible prior to arrival.

2.5.2 Provisional Booking Information

Provisional booking requests must include at least the following information:

- Lodge/camp name;
- Main guest name and nationality;

- Arrival & departure dates and other relevant arrival and departure details (e.g. mode of transport);
- Total number of guests, number of rooms required; adult & child combination and ages of children;
- Details of any specific health conditions (such as sleep apnoea) which require the use of electrical or other medical devices, as alternative arrangements may need to be made for Seolo Africa Properties that do not have a reliable electricity supply or air-conditioning.

The reason we request the arrival & departure details for a provisional booking is to ensure the planned times and arrangements are logistically possible given that the Seolo Africa Properties are located in national parks and subject to gate opening & closing times and other factors.

2.5.3 **Confirmed Booking Information**

For confirmed bookings we require the following information to be provided to us at the time of confirmation (and in any event, prior to arrival):

- The information under “Provisional Booking” above or confirmation that such information remains correct;
- The name of each guest, their contact number whilst travelling, and their nationality;
- A rooming list, if applicable;
- Any guest dietary requirements*;
- Details of any special requests such as anniversaries and birthdays;
- Guest arrival and departure information including estimated time of arrival; name of the transfer service provider if applicable; the destination from which any self-drive guests are travelling; and flight details, if applicable; and
- Any other relevant information to ensure a great guest experience.

*Whilst the Seolo Africa Properties are able to cater for many special dietary requirements, including vegan, vegetarian, gluten-free, lactose intolerance etc, these properties are in remote areas and accordingly any special dietary requests require prior arrangement with sufficient lead time. More specialised dietary requirements such as Halaal and Kosher are available at some of the Seolo Africa Properties. Please enquire with our reservations team as to which of our properties are able to offer Halaal and Kosher. Please understand that, whilst our catering for Kosher requirements strictly follows the Kashrut rules and utilises separate equipment and dishwashing, it is not overseen by a Mashglach. Additional costs may apply and prior arrangement is essential.

3 RATES

3.1 Published & Contracted Rates

The published rates for the Seolo Africa Properties are stipulated for set dates. These rates are subject to change, based on market conditions, and you will be notified in the event of such change. However, rates applicable to confirmed reservations will be honoured.

3.2 Rate Structure

Nightly rates are charged per person per night unless specified otherwise. Package offers are charged per person per package.

South Africa: Rates are charged in SA Rand (ZAR), inclusive of VAT (currently 15%) and TOMSA Tourism Levy, per person per night.

Zimbabwe: Rates are charged in US Dollars (USD), inclusive of VAT (currently 15%) and ZTA Tourism Levy per person per night.

Single Supplement: Applicable to all nightly rates, package offers and discounted rate offers.

3.3 Government Regulated Fees and Taxes

Park entrance fees, conservation levies, fuel and VAT are subject to change without prior notice and may have an impact on published and contracted rates. In the event that the cost of park entrance fees, conservation levies and/or fuel increases, and/or the rate at which VAT is levied increases, such increases will apply to all provisional or confirmed bookings with immediate effect, including bookings which have already been paid.

4 PAYMENT & DEPOSIT POLICY

4.1 Payment of Deposit

We require payment of a reasonable deposit in advance in order to secure your booking. A 50% deposit is required to be paid in order to secure a reservation. A reservation is not confirmed until the deposit has been paid. We reserve the right to cancel a reservation should we not receive the required deposit timeously.

4.2 Balance of Payment

Full payment of the balance is required to be received by us prior to arrival by no later than the date provided for in the table below:

	Balance payment due date
FIT's - 7 or less guests occupying 4 or less rooms	30 days prior to arrival (or if the reservation is confirmed less than 30 days prior to arrival, on confirmation of the reservation)
Groups - 8 or more guests occupying 5 or more rooms	60 days prior to arrival (or if the reservation is confirmed less than 60 days prior to arrival, on confirmation of the reservation)

We reserve the right to cancel a reservation should we not receive the balance of payment timeously, and subject to the payment of any cancellation fees in accordance with our cancellation policy in paragraph 5 below

4.3 Payment Terms & Conditions

- 4.3.1 All payments made to us must be made in full, free of exchange, and without deduction of any bank charges or other costs.
- 4.3.2 We will require proof of payment should the payment be made via electronic bank transfer (EFT).
- 4.3.3 To assist us with identifying the payment for a reservation, please include the reservation number as payment reference.
- 4.3.4 Guests are required to settle the extras on their account in full prior to departure.
- 4.3.5 Should we not receive any payments due in respect of any reservation timeously, we reserve the right to levy interest on the overdue payment at the prime rate levied time to time by The Standard Bank of South Africa, from the due date of such payment to the date on which payment is made in full. Such interest shall be compounded monthly in arrears and shall be payable on demand.

4.4 Banking Details & Cyber Security

If you are adding us as a new online banking beneficiary, please ensure to check the banking details on your invoice with a bank confirmation letter and confirm these details with either a telephonic call or WhatsApp with our reservations team.

5 CANCELLATION POLICY

5.1 Policy

- 5.1.1 The Seolo Africa Properties are intimate, with between 4 to 10 rooms/tents. As cancellations of even just 2 people can greatly affect their operation, we require full payment prior to arrival and, in the event that you cancel any confirmed reservation for any reason whatsoever (except only as a result of the occurrence of a Force Majeure event in terms of paragraph 10.1.3 below), you will be liable for the payment of a reasonable cancellation fee (plus VAT) as set out in the table below. These cancellation fees have been determined having regard to the nature of the travel services and activity that were reserved or booked, the length of notice of cancellation provided by you, our diminished potential ability to re-book or re-sell the vacancy created by such cancellation, to take into account capacity planning, general practice in the tourism industry, and the costs incurred by us in order to fulfil confirmed reservations.
- 5.1.2 It is for this reason that we strongly recommend that you have adequate travel insurance to cover any cancellations or curtailment or other changes in your travel arrangements.
- 5.1.3 We require written confirmation from you for all cancellations, and no reservations will be amended or cancelled unless we have confirmed the cancellation or amendment in writing.
- 5.1.4 Cancellation fees are charged on any reductions in the number of rooms, a reduction in guest numbers and/or any other amendments that affect the value of the accommodation confirmed in the original reservation. Cancellation fees are calculated as a percentage of the value of the accommodation which was confirmed in the original reservation, and which was subsequently cancelled.
- 5.1.5 Cancellation fees will be due and payable on the date on which the cancellation or amendment of any reservation is confirmed by us.
- 5.1.6 Additionally, we reserve the right to levy an administration fee of 5% (inclusive of VAT) on the amount of any refund due to you (the Administration Fee). The Administration Fee covers the administrative costs in processing your cancellation.
- 5.1.7 We will refund any amounts paid (less applicable cancellation fees and the Administration Fee, if any) to you in the currency such funds were received in Seolo Africa's bank account. You hereby authorise Seolo Africa to set off any such cancellation fees and any Administration Fee against any refunds or other payments due to you.

5.1.8 You must provide verified banking details into which any refund must be paid.

5.2 Cancellation fees (inclusive of VAT) levied for FIT's on the accommodation value of the original confirmed booking

FIT's - 7 or less guests occupying 4 or less rooms	Days prior to arrival			
	0 - 14 Days	15 - 45 Days	46 - 60 Days	61+ Days
	90%	75%	25%	10%

5.3 Cancellation fees (inclusive of VAT) levied for Groups on the accommodation value of the original confirmed booking

GROUPS - 8 or more guests occupying 5 or more rooms	Days prior to arrival		
	0 - 30 Days	31 - 90 Days	91+ Days
	90%	75%	25%

6 THIRD PARTY SERVICES AND THIRD PARTY SERVICE PROVIDERS

- 6.1 Services and activities that are not expressly included in our nightly rates, such as road transfers, boat transfers, scheduled and chartered flights, accommodation at properties other than the Seolo Africa Properties and additional activities like white-water-rafting, helicopter flights and the like (**Third Party Services**) are outsourced by us to third-party service providers (**Third Party Service Providers**) and are not offered directly by us.
- 6.2 **The Third Party Service Providers determine the costs of these Third Party Services in their sole discretion. Unforeseen increases in the cost of these Third Party Services may occur from time to time, which are beyond our control.** If such increases occur:
- 6.2.1 we reserve the right to amend the published rates for such Third Party Services, as well as package costings that may include such Third Party Services; and
- 6.2.2 such increases will apply to all quoted, provisional or confirmed bookings made with Third Party Services with immediate effect, including Third Party Services which have already been paid.
- 6.3 No Third Party Services can be provided without payment being received in full in advance (i.e. prepaid). Accordingly, the total cost of any Third Party Service is required to be received by us prior to the date on which the Third Party Service is to be provided or the guests' arrival, whichever is the earlier, unless an alternative payment arrangement has been agreed in writing with us or the Third Party Service Provider.
- 6.4 We reserve the right to cancel any Third Party Services should we not receive full payment therefor timeously.
- 6.5 **Any cancellation or amendment of any Third Party Services (whether by us, in terms of paragraph 6.4 above, or by you) will be subject to the cancellation policy and payment of any applicable cancellation fees of the Third Party Service Provider.**
- 6.6 Refunds of any amounts payable to Third Party Service Providers (less cancellation charges due to the Third Party Service Provider in accordance with their applicable cancellation policy, as well as an Administration Fee, which fee covers the administrative costs in processing your cancellation will be refunded to you in the currency in which the costs of the Third Party Services were received by us in our bank account, provided that we have not already paid the Third Party Service Provider.
- 6.7 **Whilst every effort is made to ensure that we use reputable Third Party Services Providers, these Third Party Service Providers are solely responsible for the provision of the applicable Third Party Services, and Seolo Africa shall not be liable for any delay, cancellation, loss, damage, liability, claim, medical emergency, personal injury or other cost of expense caused by any Third Party Service Providers or in connection with the provision of any Third Party Services howsoever arising.**
- 6.8 **You hereby indemnify us on written demand and agree to hold us harmless against all and any claims, damages, costs, loss or liability (including, without limitation, with respect to death, personal injury, illness, cancellation, delays and/or medical emergencies) made against, or incurred by, Seolo Africa by you and/or any of your guests arising out of or in connection with any such Third Party Services howsoever arising.**

7 GUEST COMMUNICATION

Please be advised that:

7.1 Third Party Contractors

Where any Third Party Services are booked, that (i) such accommodation, services or activities are offered through a third party and not Seolo Africa, (ii) Seolo Africa is not liable for any delay, cancellation or other loss, damage, liability, injury, medical emergency, claim or cost caused by or arising in relation to the Third Party Services, howsoever arising, and (iii) it is strongly recommended that guests should take out comprehensive travel insurance for any accommodation or travel cancellations/delays, losses, injury, medical emergencies and the like (please refer to paragraph 8 below for more details).

7.2 Indemnity Form

As is customary for commercial lodges worldwide, guests will be required to sign a Guest Indemnity Form on arrival at the Seolo Africa Properties.

7.3 Malaria & Health

The Seolo Africa Properties are located in malaria areas. The best way to avoid contracting malaria is not to be bitten, so please use insect repellents (usually provided by us) and in the evenings, to wear long sleeves and light colours. We are not medical specialists and cannot give medical advice. We recommend that guests consult a doctor prior to travel to discuss what prophylactics are recommended/appropriate.

7.4 Travel Documents

Guests are responsible for ensuring that the required travel documents are in place for their travel and for the country(s) to be visited. Moreover, to avoid complications with customs and immigration procedures, the guest must ensure that there are at least 3 (three) consecutive blank pages in their passport/s at from their first date of travel. The guests' passport must be valid for a minimum of 6 (six) months after the last day of travel.

8 TRAVEL INSURANCE

8.1 We strongly recommend that guests have adequate travel insurance.

8.2 At a minimum, the insurance cover should include cover for the loss or damage to personal effects, cover for personal accident or injury, medical and emergency travel expenses, as well as loss, damage, cost or expense arising as a result of or in connection with cancellation and curtailment due to (without limitation) travel delays, the cancellation of facilities or activities (which are subject to cancellation charges) and/or force majeure events.

8.3 Please note that we are not insurance specialists and recommend that guests consult an expert in this regard.

9 PROTECTION OF PERSONAL INFORMATION

9.1 Compliance by Seolo Africa

9.1.1 Please refer to the Privacy Policy on our website - <https://seoloafrica.co.za/privacy-policy/> for details of the manner in which we keep information private.

9.1.2 For details of our compliance with the South African Protection of Personal Information Act, No. 4 2013 (POPIA), please refer to the "PAIA Manual" link on our website www.seoloafrica.co.za.

9.2 Compliance by Guests

Each guest warrants that –

9.2.1 They have all necessary consents to provide personal information to, and receive personal information from, Seolo Africa;

9.2.2 They shall use and apply appropriate measures, procedures and controls in the processing of personal information in terms of these T&C's.

10 FORCE MAJEURE

10.1.1 In this paragraph 10, a force majeure event shall be an event beyond the your control or the control of Seolo Africa (collectively the **Parties** and each a **Party**), which makes it impossible or illegal for a Party to provide or avail themselves of the accommodation, activities and/or services (including Third Party Services) for a confirmed reservation, including but not limited to natural disasters, governmental acts or omissions, declared states of emergencies, strikes, acts of terrorism, acts of war, war-like operations, civil disorder, riots, insurrection, sabotage, acts of God, epidemics, pandemics, and/or any other emergency occurring in the country and/or destination where any facilities or services are to be provided by or on behalf of Seolo Africa.

10.1.2 Upon occurrence of an event considered by either Party to constitute force majeure, that Party shall promptly notify the other Party, and shall endeavour to continue to perform their obligations as far as reasonably practicable.

- 10.1.3 If a force majeure event occurs in relation to a Seolo Africa Property which makes it impossible or illegal for the accommodation, activities and/or services at such Seolo Africa Property to be provided on the date/s of a confirmed reservation, then:
- 10.1.3.1 **Seolo Africa shall be entitled to accommodate you at any other available Seolo Africa Property, if this is practically and commercially feasible, and if there is no such other Seolo Africa Property at which you can be accommodated, then Seolo Africa shall use its commercial endeavours to arrange alternative accommodation that is reasonably acceptable to you;**
- 10.1.3.2 **If no such alternative accommodation is available, then either Party may cancel such confirmed reservation affected by the force majeure event on written notice to the other Party, in which case:**
- 10.1.3.2.1 **no cancellation fee or Administration Fee shall be payable;**
- 10.1.3.2.2 **all monies received by Seolo Africa in respect of that cancelled reservation will be held in credit for any future reservation made by you with Seolo Africa;**
- 10.1.3.2.3 **alternatively, you may request us in writing to refund the amount of the credit at any time.**
- 10.1.4 **If any other force majeure event occurs (being a force majeure event other than that contemplated in paragraph 10.1.3 above), then you may cancel a confirmed reservation on written notice to Seolo Africa, subject to the payment of the applicable cancellation fee and Administration Fee in accordance with the provisions of paragraph 5 above. It is for this reason that we strongly recommend that guests have adequate travel insurance.**

11 APPLICABLE LAWS AND JURISDICTION

These T&C's will be governed in all respect by and shall be interpreted in accordance with the laws of the Republic of South Africa or Zimbabwe, as applicable, and the Parties hereby consent and submit to the exclusive jurisdiction of the courts of the Republic of South Africa or Zimbabwe, as applicable, to adjudicate all matters pertaining to these T&C's.

12 GENERAL

12.1 General

- 12.1.1 No latitude, extension of time or any other indulgence which may be given, or permitted, by either Party to the other Party in respect of the performance of any obligation in terms hereof, or the enforcement of any right arising, and no single or partial exercise of any right by any Party shall, under any circumstance whatsoever, be construed to be any implied consent to such Party, or operate as a waiver, or a novation of, or otherwise affect any of that Party's rights in terms of and arising from these T&C's, or prevent such party from the enforcement, at any time and without any notice, of strict and punctual compliance with each and every provision, term or condition.
- 12.1.2 No waiver of any of these T&C's will be binding or effectual for any purpose unless in writing and signed by the Party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given.
- 12.1.3 Any provision in these T&C's which is or may become illegal, invalid or unenforceable in any jurisdiction affected by these T&C's shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as if it had never been written and severed from the balance of these T&C's, without invalidating the remaining provisions of this Contract or affecting the validity or enforceability of such provision in any other jurisdiction.

12.2 Breach

- 12.2.1 You acknowledge that each provision of these T&C's is material.
- 12.2.2 If you commit a breach of any of the terms of these T&C's and fail to remedy such breach within a period of 5 (five) South African business days after receipt of a written notice from us calling upon you to remedy the breach, then we shall be entitled, at our sole discretion and without prejudice to any of our other rights in terms hereof or in law, to:
- 12.2.2.1 claim immediate specific performance of all the obligations then due for performance in terms of these T&C's, which may include instituting proceedings against you to enforce any of your obligations; and/or
- 12.2.2.2 cancel all or any reservations (whether provisional or confirmed) or other arrangements or bookings made for you or on your behalf (subject to the payment of applicable cancellation fees) and to claim damages from you; and/or
- 12.2.2.3 take any other steps available in law that Seolo Africa deems necessary, required or appropriate to protect its rights and interests under these T&C's.

12.3 Notices

The Parties choose as their address for service and execution for all purposes under these T&C's, whether in respect of all notices or other documents or communications of whatsoever nature, the following addresses:

- 12.3.1 **Seolo Africa:** Little Swift, 41 Remhoogte, Skeerpoort, 0232, North-West, Republic of South Africa.
- 12.3.2 **You:** the email address with which you correspond with us.