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Validity: 1st March 2023 - 29th February 2024

These Terms and Conditions will apply to all bookings made or amended by any person, whether such booking is made by an agent or operator for its clients or by a guest making a booking directly ("you", "your"), with African Cultural Tours (Pty) Ltd t/a Sabi Sabi ("Sabi Sabi", "us", "we") for less than 16 people at Sabi Sabi Private Game Reserve ("the Game Reserve") for stay during the period after 1st March 2023.

#### **OFF-PEAK BOOKINGS**

Paragraphs 1 to 4 below apply to all reservations made for stays after  $1^{st}$  March 2023, **excluding** reservations for stays during  $20^{th}$  December 2023 to  $5^{th}$  January 2024.

### 1 Booking and Payment

- 1.1 Sabi Sabi will hold a reservation without payment for a period of 14 days. If a reservation is not confirmed, in writing, within 14 days from the reservation request being submitted to Sabi Sabi, the reservation will automatically terminate without further notice.
- 1.2 Should you confirm the reservation request, a pro-forma invoice, indicating the booking value, including the conservation levy ("the Reservation Value") will be raised and a deposit is payable within 5 working days of the date of the pro-forma invoice.
- 1.3 The deposit will be 25% of the Reservation Value as quoted in the pro-forma invoice.
- 1.4 Should you make any changes to your booking prior to the final pro-forma invoice being raised, the Reservation Value will be adjusted accordingly. Sabi Sabi reserves the right to request a proportionate increase in your deposit, should the changes to your booking result in an increase in the Reservation Value.
- 1.5 A final pro-forma invoice will be issued 45 days prior to your check-in date, following which the balance of the Reservation Value is due. The balance of the Reservation Value must be paid no later than 30 days prior to your check-in date.
- 1.6 Reservations made within 45 days of the check-in date will require full payment of the Reservation Value within 5 working days of the date of the confirmation of reservation and pro-forma invoice.

RESERVATIONS MADE MORE THAN 45 DAYS FROM CHECK-IN DATE:				
Confirmation of booking: 25% of Reservation Value				
45 days from arrival	75% of Reservation Value			
RESERVATIONS MADE WITHIN 45 DAYS FROM CHECK-IN DATE:				
Confirmation of booking:	Reservation Value paid in full			

#### 2 Cancellations

- 2.1 If any amount is not paid on the due date thereof, Sabi Sabi will be entitled to cancel your reservation immediately on written notice to you.
- 2.2 Should you wish to cancel or amend a booking, you must do so on written notice to Sabi Sabi. If written confirmation of an amendment or cancellation is not issued within 24 hours from delivery thereof, you are required to confirm your written amendment or cancellation telephonically, failing which your booking will be deemed not to be cancelled or amended.
- 2.3 A reduction of the number of rooms under a booking will be a cancellation and the cancellation policy below will apply in respect of the relevant rooms.











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2.4 If you cancel a booking the following cancellation fees will apply:

Days prior to check-in:	0 - 14	15 - 30	31 - 45	46+
Cancellation Fee:	100% of	50% of	25% of	5% of
	Reservation Value	Reservation Value	Reservation Value	Reservation Value

- 2.5 A portion of the cancellation fee equal to 5% of the Reservation Value will be applied to costs of Sabi Sabi in connection with conservation, reserve management, community development and administration. It is recorded where a reservation is cancelled more than 45 days before the check-in date, the entire cancellation fee will be allocated to such conservation, reserve management, community development and administration costs.
- 2.6 No cancellation fees will be levied if the accommodation in respect of which the cancellation is made is resold to another guest for the same period of your original booking.

### 3 Postponement

- 3.1 In respect of reservations for stay within this period, guests may postpone, without penalty, up until 14 days prior to your check-in date, subject to availability. Postponements may be made with new intended dates for check-in until 29<sup>th</sup> February 2024.
- 3.2 Rates of original reservations will be held throughout postponement and the rate which was originally booked will be honoured for reservations up until 29<sup>th</sup> February 2024. This excludes any bookings postponed to a period during 20<sup>th</sup> December 2023 and 5<sup>th</sup> January 2024, where an adjustment to the applicable rate may apply.
- 3.3 If a postponed reservation is later cancelled, these Payment Terms & Conditions will apply for the purpose of determining the cancellation fees payable.

### 4 Single Supplement

Guests occupying single suites at Bush Lodge, Selati Camp, Earth Lodge and Little Bush Camp will be levied a supplement of an additional 50% of the specified daily rate ("Single Supplement"). The Single Supplement will not be levied on a maximum of 2 suites per reservation, excluding the Mandleve Deluxe Suite, Lourenco Marques Honeymoon Suite, Presidential Suites and Luxury Villas, where the Single Supplement will always apply.

#### **PEAK-SEASON BOOKINGS**

Paragraphs 5 to 8 below applies to all bookings made for travel from 20th December to 5th January in each year.

### 5 Booking and Payment

- 5.1 Sabi Sabi will hold a reservation without payment for a period of 14 days. If a reservation is not confirmed, in writing, within 14 days from the reservation request being submitted to Sabi Sabi, the reservation will automatically terminate without further notice.
- 5.2 Should you confirm the reservation request, a pro-forma invoice, indicating the booking value, including the conservation levy ("the Reservation Value") will be raised and a deposit is payable within 5 working days of the date of the pro-forma invoice.
- 5.3 The deposit will be 25% of the Reservation Value, as quoted in the pro-forma invoice.











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- 5.4 Should you make any changes to your booking prior to the final pro-forma invoice being raised, the Reservation Value will be adjusted accordingly. Sabi Sabi reserves the right to request a proportionate increase in your deposit, should the changes to your booking result in an increase in the Reservation Value.
- 5.5 A final pro-forma invoice will be issued before 1st October, prior to your check-in date. Final payment must be made no later than 30<sup>th</sup> September, prior to your check-in date.
- 5.6 Bookings made after 30<sup>th</sup> September will require full payment of the Reservation Value within 5 working days of the date of the confirmation of reservation and pro-forma invoice.

BOOKINGS MADE BEFORE 30th SEPTEMBER:				
Confirmation of booking:	25% of Reservation Value			
30 <sup>th</sup> September	75% of Reservation Value			
BOOKINGS MADE AFTER 30th SEPTEMBER:				
Confirmation of booking:	Reservation Value paid in full			

#### 6 Cancellations

- 6.1 If any amount is not paid on the due date thereof, Sabi Sabi will be entitled to cancel your booking immediately on written notice to you.
- 6.2 Should you wish to cancel or amend a booking, you must do so on written notice to Sabi Sabi. If written confirmation of an amendment or cancellation is not issued within **24 hours** from delivery thereof, you are required to confirm your written amendment or cancellation telephonically, failing which your booking will be deemed not to be cancelled or amended.
- 6.3 A reduction of the number of rooms under a booking will be a cancellation and the cancellation policy below will apply in respect of the relevant rooms.
- 6.4 If you cancel a booking the following cancellation fees will apply:

Days prior to check-in:	0 - 30	31 - 45	46 - 60	61+	Prior to 30 <sup>th</sup> September
Cancellation Fee:	100% of	75% of	50% of	25% of	5% of
	Reservation	Reservation	Reservation	Reservation	Reservation
	Value	Value	Value	Value	Value

- A portion of the cancellation fee equal to 5% of the Reservation Value will be applied to costs of Sabi Sabi in connection with conservation, reserve management, community development and administration. It is recorded where a reservation is cancelled more than 45 days before the check-in date, the entire cancellation fee will be allocated to such conservation, reserve management, community development and administration costs.
- 6.6 No cancellation fees will be levied if the accommodation in respect of which the cancellation is made is resold to another guest for the same period of your original booking.











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# 7 Postponement

Reservations during peak season may not be postponed. Should you wish to postpone a reservation, you will be required to cancel your booking and make a new booking at the applicable rates.

# 8 Single Supplement

Guests occupying single suites at Bush Lodge, Selati Camp, Earth Lodge and Little Bush Camp will be levied a supplement of an additional 50% of the specified daily rate.

#### **GENERAL**

#### 9 Terms and Conditions

All reservations are subject to the acceptance of our standard terms and conditions of Sabi Sabi available at <a href="http://www.sabisabi.com/bookings/terms">http://www.sabisabi.com/bookings/terms</a>.

#### 10 Insurance

All guests and their personal belongings must be adequately covered by a travel insurance policy covering at least injury, death, medical costs, emergency evacuation, repatriation, loss of or damage to personal belongings (due to theft or otherwise) and cancellation. Proof of Insurance will be requested prior to arrival.

# 11 Parties to agreement

If the booking is made by a travel agent or operator, these terms and conditions are accepted by such travel agent or operator as principal. These terms and conditions accordingly establish rights and obligations between Sabi Sabi and the travel agent or operator, as principal.

#### 12 Applicable Laws

These terms and conditions will be construed, interpreted and subject to the laws of the Republic of South Africa. The courts in the Republic of South Africa shall have exclusive jurisdiction in respect of any claim, demand, dispute or controversy arising from these terms and conditions.

#### 13 Address for receiving notices

Your address for receiving notices in terms of these terms and conditions will be the address set out in the Reservation Form. All written communication may be sent to the e-mail address set out in the Reservation Form.







