



STANDARD TERMS AND CONDITIONS

Bundox Safari Co has put in place precautionary measures at all our lodges and will continue to adjust measures to remain in line with different government and tourism guidelines. We are constantly reviewing and adjusting measures accordingly with our philosophy for healthy living at the forefront of everything we do.

1. INTERPRETATIONS

- 1.1 The interpretation of the clauses in these Terms & Conditions is for convenience and reference only and shall not be used in the interpretation of, modify nor amplify the provisions of these Terms & Conditions nor any clause hereof.
- 1.2 Unless a contrary intention appears words importing –
 - Anyone gender includes the other two genders;
 - The singular includes the plural and vice versa; and
 - Natural persons include created entities (incorporated or non-incorporated) and vice versa
- 1.3 The following terms shall have the meanings assigned to them hereunder unless the context indicates otherwise, and cognate expressions shall bear corresponding meanings, namely –
 - **“Booking”** or **“reservation”** means a booking for a guest to attend or participate in an activity, tour, and/or services, whether the booking is made manually or online;
 - **“Business day”** shall mean any day of the week, excluding Saturdays, Sundays, and Public Holidays of the Republic of South Africa;
 - **“Client”** means the person accepting these Terms & Conditions through the completion of the booking procedure and indicated as “the Client” on the relevant booking submitted;
 - **“Check-in Date”** means the date on which the guest is scheduled to check in at the lodge in accordance with at booking;
 - **“Company”** means Bundox Safari Co and the Client and “Company” shall mean any one of them as the context may indicate.
 - **“The Lodge”** means any of the lodges operated by Bundox Safari Co;
 - **“Guest”** or **“passenger”** means, in respect of each Booking, each person that will attend the lodge under the Booking;
 - **“Guest information form”** means the form designated as the “Guest Information Form” completed by or on behalf of the Guest and submitted to Bundox Safari Co before the arrival of the Guest;
 - **“Operator”** means a tour operator, travel agency, travel consultant, or any other person or entity that makes a booking for a Guest in respect of a Tour and/or the Services;
 - **“Payment Terms and Conditions”** means the Payment Terms and Conditions of Bundox Safari Co contained on the Website from time to time;
 - **“Reservation value”** means the price quoted for a Booking, including the conservation levy payable thereon;
 - **“Bundox Safari Co”** means Bundox Safari Co t/a Bundox Safari Lodge, Bundox Explorer Camp, Bundox River Villas or Bundox River Lodge, a private company duly incorporated in terms of the laws of The Republic of South Africa, with registration number 2008/227387/23 and with it’s registered at Farm Guernsey KU 81, Hoedspruit, Limpopo, the Republic of South Africa;
 - **“Services”** means the services provided by Bundox Safari Lodge in connection with activities;
 - **“Supplier”** means contractor, subcontractor, service provider, or another person with whom Bundox Safari Co makes arrangements to provide goods or services to guests in connection with a tour or activity;
 - **“Terms and conditions”** means the standard terms and conditions set out in this document, as amended from time to time;
 - **“Tour”** means respect for each Booking, the package of products and services set out in the itinerary issued by Bundox Safari Co for the use and enjoyment of activities and facilities at the Lodge or surrounding areas;
 - **“Website”** means www.bundox.co.za or such other website from which all websites designated by Bundox Safari Co as its website; and **“Website Terms and Conditions”** means the terms and conditions applicable to the use of the Website, as amended from time to time



- 1.4 The termination of these Terms and Conditions shall not affect any provisions hereof which expressly or by necessary implication provide that they will operate after any such termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.5 If any provision in a definition is a substantive provision conferring rights, or imposing obligations on any Party, notwithstanding that it is only in the definitions clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 1.6 No Party shall be bound by any express or implied term, representation, warranty, undertaking, or the like not specifically being recorded in this Agreement.
- 1.7 No latitude, extension of time or any other indulgence may be given, or permitted, by either Party to the other Party in respect of the performance of any obligation in terms of this Agreement, or the enforcement of any right arising from this Agreement, 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 this Agreement, or stop the party from the enforcement, at any time and without any notice, of strict and punctual compliance with every provision, term or condition of this Agreement.
- 1.8 The Parties shall not cede, assign, transfer, pledge, or make over in any way whatsoever their right, title, and interest in and to these Terms and Conditions or any part thereof without the prior written consent of the other Party.
- 1.9 Where a conflict exists about the provisions of this Agreement and any other agreement or document, other than an amendment hereto, the provisions of this Agreement shall prevail.
- 1.10 No waiver of any of the terms and conditions of this Agreement 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. Failure or delay on the part of any Party in exercising any right, power or privilege hereunder will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 1.11 All provisions and the various clauses of these Terms and Conditions are, notwithstanding the manner in which they have been grouped or linked grammatically, severable from each other. Any provision or clause of these Terms and Conditions which is or becomes unenforceable, whether due to being void, invalidity, illegality, unlawfulness or for any other reason whatever shall only to the extent that it is so unenforceable, be treated as pro-non-scrip to and the remaining provisions and clauses of these Terms and Conditions shall remain in full force and effect. The Parties declare that it is the intention that these Terms and Conditions would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.
- 1.12 When any number of days is prescribed in this Agreement, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on Saturday, Sunday, or a public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa.
- 1.13 References to notices, statements, and other communications by or from Bundox Safari Co include notices by or from the Bundox Safari Co agent(s).
- 1.14 Where figures are referred to in numerals and words if there is any conflict between the two, the words shall prevail.
- 1.15 Expressions defined in these Terms and Conditions shall bear the same meanings in schedules, annexures, addendums, and amendments to these Terms and Conditions which do not themselves contain their definitions.
- 1.16 This document shall not be interpreted against the Party responsible for preparing and drafting it, in other words, the *contra proferentem* rule shall not apply to the interpretation of this document.
- 1.17 The use of the word "including" shall not be construed as limiting the meaning of the words preceding it to the one or more examples following it, and the meaning of the general words will not be restricted by the use of more specific words (i.e. the *eiusdem generis* rule shall not be applied in the interpretation of these Terms and Conditions).
- 1.18 Bundox Safari Co reserves the right to, at its sole discretion, amend, modify, add or remove any provisions (in whole or in part) of these Terms and Conditions from time to time.
- 1.19 Any changes to this agreement will become effective upon such changes being posted on our website.
- 1.20 Clients should periodically check the website for any contained changes or updates.



2. **BOOKING AND GUEST INFORMATION FORM**

- 2.1 If the client is satisfied with the quotation and proposed itinerary provided by Bundox Safari Co. Once confirmation is received in writing from the client, the Client confirms that they accepted the terms and conditions set out herein.
- 2.2 The client shall furnish Bundox Safari Co with complete and accurate information about the Guests, including but not limited to, special occasions, dietary requirements, medical conditions, allergies, and other specific requirements of the Client. The Client shall notify Bundox Safari Co of any required changes to the specific requirements.
- 2.3 Guests will be required to provide a positive ID when checking into any accommodation establishment and a copy of the ID document/passport will be taken by the lodge for purposes of the legislation (Immigration Act 13 of 2002, Section 40(1)).
- 2.4 The Client shall be responsible for informing Bundox Safari Co of any bookings, confirmations, booking amendments, or cancellations of rooms or services in writing by e-mail. The onus of proof of delivery in this regard will be on the Client.
- 2.5 The client must make payment for the Tours and Services under the Payment Terms and Conditions in clause 19 of this document.

3. **GROUP BOOKINGS**

- 3.1 For this clause a “Group Booking” means a tour/activity to be attended by 8 or more guests under the same booking.
- 3.2 The final number of persons attending a Group booking must be confirmed at least 90 days before the Check-in Date, subject to the cancellation fees and attrition policy set out in the Payment Terms and Conditions in clause 19 of this document.
- 3.3 A safari vehicle can be booked exclusively for the use of a Group booking, subject to prior arrangement with Bundox Safari Co. If a Safari Vehicle is exclusively booked for a Group Tour, a fee per day, as determined by the Company, will be levied for the vehicle, with a “day” commencing at 12h00, and terminating at 12h00 the following day. Exclusivity of a Safari Vehicle is however subject to availability and based on the following seating capacities:
 - Bundox Safari Lodge & Bundox Explorer Camp & Bundox River Lodge: 8 guests
 - Mankwe Tented Retreat: 12 guests

4. **SCOPE OF AGREEMENT**

- 4.1 These Terms and Conditions govern the relationship between the client and Bundox Safari Co.
- 4.2 The Client shall be responsible to ensure that all guests read and understand these terms and conditions
- 4.3 All actions and omissions of guests shall be attributed to the client for these terms and conditions.

5. **CANCELLATION**

- 5.1 Cancellation for bookings shall be subject to the Payment Terms & Conditions described in clause 19 of this document
- 5.2 Bundox Safari Co may at its discretion at any time cancel a booking if the client or any guest
 - 5.2.1 fails to comply with these terms and conditions or the payment terms and conditions
 - 5.2.2 has or is reasonably suspected of having a contagious illness or disease; or
 - 5.2.3 illegally conducts himself; or
 - 5.2.4 conducts himself in a manner that renders him materially incompatible with either the staff or the fellow guests on the safaris and/or suppliers.
 - 5.2.5 conducts himself in such a way that he endangers the health, safety, or security of himself and/or any other person or places any property at risk of loss, damage, or destruction.
- 5.3 If Bundox Safari Co terminates a Client’s booking in terms of 5.2 above, the Client whose booking is so terminated will not be entitled to any refund of the Reservation Value.
- 5.4 If cancellation of this Agreement, or any booking or reservation made under this Agreement, is solely a result of:
 - 5.4.1 a governmental authority having authority over Bundox Safari Co or the guest, as the case may be, issuing travel bans, advisories or warnings recommending against travel generally or to our lodge location(s) specifically; or



- 5.4.2 the result of any pandemic or epidemic, it is illegal, inadvisable or impossible for the client to enjoy the services, the client shall not be responsible for a cancellation fee, determined by the payment terms and conditions in Clause 19 of this document.

6. RISKS

The client acknowledges and understands-

- 6.1 The hazards and risks associated with rivers, streams, lakes, and other bodies of water that may be affected by unpredictable weather, tides, and other circumstances, and that may not have effective warning or control systems that might be expected in first-world jurisdictions
- 6.2 The real dangers and risks associated with various forms of travel in remote locations, which usually have poorly maintained infrastructure;
- 6.3 The danger and risk of suffering bodily harm, injury, illness, death, damages, and loss of or damage to property, which may arise as a result of an encounter with or presence of wild, dangerous, or unpredictable animals (including birds, mammals, amphibians, reptiles, fish and insects), and the prevalence of communicable, tropical and other diseases, and similar health hazards;
- 6.4 The risks associated with undeveloped or partially developed countries, including acts of terrorism, the unavailability of reliable electricity and communications, and problems associated with limited or unavailable health, safety, and security services;
- 6.5 All guests voluntarily participate in the tours, safaris, and activities entirely at their own risk; and
- 6.6 The risks for guests associated with travelling and participating in the Tours and Services during any global pandemic and that as a result of the global pandemic, protocols, procedures, limitations, and restrictions may be put in place concerning the use of the Tours and Services, Bundox Safari Co shall not be liable for any claim, loss, liability, refund, demand or damages suffered or incurred by the Client or Guest as a result thereof.

7. LIABILITY, RESPONSIBILITY & INDEMNITY

- 7.1 Bundox Safari Co will not be liable for any damages, losses or liabilities, including personal injury, death or loss of damage to property, incurred by the Operator or any Guest arising from or in connection with any Tours or Services whatsoever and howsoever arising, unless caused by gross negligence or willful unlawful conduct of any of their lodges.
- 7.2 Notwithstanding anything else contained in this Agreement, to the extent permissible in law, Bundox Safari Co shall not be liable for –
- 7.2.1 punitive damages, indirect damages, consequential damages, loss of profits, third-party claims or any claims suffered by or imposed on the client or any guest; or
- 7.2.2 any damages, losses, or other amounts that the operator or guest has agreed, settled, or compromised, without the prior consent of Bundox Safari Co.
- 7.3 The client hereby indemnifies, holds harmless, and expressly exempts and releases Bundox Safari Co from all liabilities and claims arising from any cause
- 7.4 The client shall ensure that Guest Indemnity Form prescribed by Bundox Safari Co is signed by all guests and returned to Bundox Safari Co before the Check-in date or on the day of check-in.
- 7.5 Unless it is reckless or engages in willful misconduct in a selection or otherwise, Bundox Safari Co shall not be held liable for any errors or omissions in any of their promotional material and travel information, publications, and documentation

8. PERSONAL INFORMATION & DATA PROTECTION

- 8.1 The Guest has duly informed that subject to Applicable Laws and Bundox's Privacy Policy, the Company may be required to electronically collect, store and use personal information, including the Guest(s) name/s, contact details, email addresses, IP addresses etc. to carry out any Tour and, unless objected thereto, it will be deemed that the Guest(s) have consented to the Company retaining such personal information for as long as is necessary or legally required to render services under the Tour or as may be required to comply with relevant statutory obligations under Applicable Laws.
- 8.2 The Guest except to the extent of its gross negligence, recklessness or willful misconduct, the Company will not be responsible for any damages suffered by the Guest as a result of the transmission of confidential or other information disclosed to Bundox Safari Co through the Internet.



- 8.3 Bundox Safari Co agrees that it shall –
- 8.3.1 Use and apply appropriate measures, procedures, and controls in the processing of the Client's personal information in terms of this Agreement, it is agreed that Bundox Safari Co shall process the Client's personal information under the privacy policy set out in the website's terms and Conditions; and
 - 8.3.2 ensure that in the course of the performance of its obligations in terms of this Agreement it complies with the Protection of Personal Information Act, 4 of 2013.
- 8.4 If the client is an Operator, the client warrants, that –
- 8.4.1 it has the necessary consent to provide and receive personal information to and from Bundox Safari Co;
 - 8.4.2 it shall use and apply appropriate measures, procedures, and controls in the processing of personal information in terms of this agreement; and
 - 8.4.3 it shall ensure that in the course of the performance of its obligations in terms of this agreement it complies with the Protection of Personal Information Act, 4 of 2013.

9. ITINERARY CHANGES

- 9.1 Although every effort is made to adhere to the booked schedules and itineraries, Bundox reserves the right to unilaterally make changes to the Tour and the proposed itinerary, and may in certain circumstances be obliged to occasionally cancel a Tour as a result of a change in circumstances. Such circumstances may include, but may not be limited to Force Majeure Events.
- 9.2 In the event of the Client changing, at his instance or request, any facilities, accommodation, activities, associated activities, operator or travel, or any portion of the proposed itinerary, Bundox shall not be held liable for any compensation or increased costs occasioned thereby.
- 9.3 The Client may change his booking to an alternative date, subject to availability and subject to the Payment Terms and Conditions (Clause 19 of this document)
- 9.4 Bundox shall not be liable or responsible for –
- 9.4.1 any compensation to the Client as a result of an alteration, delay, or cancellation of the Tour in terms of this clause 9, nor will any such alteration, delay or cancellation constitute a reason for a refund either in full or in part by Bundox to the Client and any losses, costs, damages, and expenses resulting therefrom will be for the sole account of the Client;
 - 9.4.2 any cancellation or curtailment of the Tour as a result of the Client's circumstances, e.g. death or illness; or
 - 9.4.3 changed circumstances and/or event expenses: these include but are not limited to unscheduled extensions or curtailment of accommodation changes to scheduled flights, additional airfares, telephone, beverage, and meal costs are not included in the Reservation Value, etc., which will be for the Client's account.

10. INSURANCE

- 10.1 Bundox Safari Co strongly recommends your purchase of Comprehensive travel insurance. We suggest that the policy includes, but is not limited to, the following coverage - loss of payment through cancellation, personal effects, i.e. loss or damage to personal baggage, loss of money, emergency and medical expenses.
- 10.2 All insurance arrangements and fees are the sole responsibility of the Client and each Client shall ensure that all Guests' insurance with a reputable insurer is in order before the commencement of the Tour, with protection for the full duration of the Tour, and which insurance will cover inter alia emergency evacuation expenses, all medical and hospitalization expenses, including diagnostic testing, quarantine expenses, emergency assistance, accidental death and disability, repatriation expenses, personal injury, loss of support, loss of luggage, goods, money and personal effects, theft, damages and expenses associated with the cancellation or curtailment of any Tour, which may arise as a result of a Guest participating in the Tour ("Insurable Expenses"). The Client hereby cedes to Bundox so much of the proceeds of any insurance policy held for the benefit of the Client, to the extent that Bundox has paid or is liable to pay any amount of any nature whatsoever to or on behalf of the Client in connection with any mishap, incident or emergency on the Tour.



- 10.3 If a Guest falls ill or should be injured or suffer any mishap, medical emergency, or medical condition during the Tour, the Guest shall be responsible for all hospital, doctor, medical, diagnostic testing, quarantine expenses, evacuation, and repatriation costs not covered by his insurance cover and Bundox Safari Co shall not be liable for any refund of the Reservation Value, for any reason whatsoever.
- 10.4 For the avoidance of doubt it is recorded the Guests shall be responsible for any insurable expenses. To the extent that any Guest's insurer requires a co-payment or pre-payment or any Supplier requires payment upfront in respect of any Insurable Expense, the Guest shall be responsible to make such payment and shall claim from its insurer thereafter.

11. HEALTH

- 11.1 The client acknowledges and warrants that he has been made aware of the proposed itinerary and confirms that all Guests are medically fit, and in good physical and mental health and that there is nothing that renders a Guest unfit to undertake the Tour/activity.
- 11.2 The Client must disclose to Bundox all pre-existing medical conditions or illnesses of Guests, before the commencement of the Tour. This must be set out in the "Health Section" of the Guest Information Form. The Client shall procure that each Guest consults with his physician in respect of all medical conditions which might be affected by his participation in the Tour, activities, or associated activities. The Client warrants that each Guest will carry sufficient prescribed and chronic medication at all times for the duration of the Tour and for one additional week
- 11.3 The client must seek medical advice regarding prophylaxis and vaccination requirements for countries and regions into which travel is planned.
- 11.4 Furthermore the Client has to ensure that they possess and will at all times carry proof of the relevant vaccination certificates for the duration of the Tour/activity.
- 11.5 Without limiting the generality of the foregoing, Bundox must be advised of any specific health conditions (such as sleep apnea, etc.), which require the use of electrical or other medical devices, prior to confirmation of a booking, as alternative arrangements would need to be made for camps/lodges that do not have a reliable electricity supply.
- 11.6 Should a Guest display any signs or symptoms of any viral disease or infection, including but not limited to coronavirus, Bundox Safari Co may refuse access of the guest to the lodge.

12. TRAVEL DOCUMENTATION (TOUR AGENTS)

- 12.1 The Tour Agent is solely responsible to ensure that its Guest's passports, visas, insurance cover and vaccination certificates, (and any other travel documents and/or requirements of any nature whatsoever) are valid for the duration of the Tour and in the countries to be visited. Moreover, to avoid complications with customs and immigration, the Client must ensure that there are at least 3 (three) consecutive blank VISA pages in the Guests' passports at the commencement of the Tour/Activity.
- 12.2 The Client must ensure that each guest consults his Embassy for up-to-date visa requirements. Citizens of certain countries are required to obtain visas before travelling and it must be noted that certain visas can take up to 3 months to be processed.

13. SPECIAL CONDITIONS APPLICABLE TO CHILDREN

- 13.1 Bundox Safari Lodge:
- 13.1.1 For rates for children and childminders, refer to the rates sheet for the applicable rate per night.
- 13.1.2 Conditions
- 13.1.2.1 Children of all ages are welcome at Bundox Safari Lodge
- 13.1.2.2 Children under the age of 4 stay free provided they share with their parents
- 13.1.2.3 Children between the age of 4 - 12 are charged 50% of the adult per person per night sharing rate
- 13.1.2.4 Children under the age of 6 years are not permitted on game drives, except on a specially arranged private vehicle
- 13.1.2.5 Children between the ages of 6 - 12 years of age will be permitted on game drives at the sole discretion of management and the safari
- 13.1.2.6 Children of 12 and over are charged at the full adult per person per night sharing rate
- 13.1.2.7 Please note that we do not provide camping cots or high chairs



- 13.2 Bundox Explorer Camp:
- 13.2.1 For rates for children and childminders refer to the rates sheet for the applicable rate per night.
 - 13.2.2 Conditions
 - 13.2.2.1 Children aged 6 – 12 are welcome provided the camp is booked out exclusively.
 - 13.2.2.2 Children of 12 and over are charged at the full adult per person per night sharing rate
 - 13.2.2.3 Children under 16 will not be allowed to walk.
 - 13.2.2.4 Parents are reminded that this is a semi-fenced camp and all children are to be strictly supervised by their parents or guardians at all times.
- 13.3 Bundox Villas:
- 13.3.1 For rates for children and childminders refer to the rates sheet for the applicable rate per night.
 - 13.3.2 Conditions
 - 13.3.2.2 Children of all ages are welcome at Bundox Villas
 - 13.3.2.2 Children under the age of 4 stay free provided they share with their parents
 - 13.3.2.3 At certain villas there are platforms higher than 1 m above the ground with no barrier fencing. Used at own risk and adult supervision is required.
- 13.4 Bundox River Lodge
- 13.4.1 For rates for children and childminders refer to the rates sheet for the applicable rate per night.
 - 13.4.2 Conditions
 - 13.4.2.1 No children under 16 years of age are allowed at Bundox River Lodge. Children aged 12 years and older are welcome provided the camp is booked out exclusively.
 - 13.4.2.2 Children under 16 will not be allowed to walk.
- 13.5 Mankwe Tented Retreat
- 13.5.1 For rates for children and childminders refer to the rates sheet for the applicable rate per night.
 - 13.5.2 Conditions
 - 13.5.2.1 Children of all ages are welcome at Mankwe Tented Retreat and must share a tent with their parents or an adult guardian
 - 13.5.2.2 Children under the age of 4 stay free provided they share with their parents
 - 13.5.2.3 Children between the age of 4 - 12 are charged at 50% of the adult per person per night sharing rate
 - 13.5.2.4 Children of 12 and over are charged at the full adult per person per night sharing rate
 - 13.5.2.5 Children below 12 years of age will be permitted on game drives at the sole discretion of management and the safari guide
 - 13.5.2.6 All children are to be strictly supervised by their parents or guardians at all times
 - 13.5.2.7 No children are allowed at the lower swimming pool and bar area
 - 13.5.2.8 Please note that we do not provide camping cots or high chairs
- 13.6 Activities
- 13.6.1 Child Rates are available on request.

14. SUPPLIERS

- 14.1 Certain goods and services forming part of the Tour may be supplied and/or rendered by Suppliers to Bundox.
- 14.2 All Tours booked with Bundox are subject to the terms and conditions of our Suppliers. On written request, Bundox will advise the Client of the identity of the Suppliers and provide the Client with a copy of the respective Supplier's terms and conditions. If no such request is received the Client shall be

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deemed to have separately familiarized themselves with the relevant Supplier's terms and conditions.

- 14.3 While Bundox makes every effort –
- 14.3.1 to Engage quality Suppliers;
 - 14.3.2 to ensure that the supply of various goods and services that constitute the Tour; and
 - 14.3.3 to ensure that Services will be carried out properly, efficiently and as advertised; to the fullest extent permitted in law, Bundox will under no circumstances be liable or responsible for any costs, losses, injuries or damages of any nature whatsoever, howsoever arising, that may be occasioned by an error or default, act or omission of any Supplier in supplying goods or services forming part of the Tour to the Client, or incidents connected therewith

15. **FORCE MAJEURE**

Bundox will not be liable to the Client for any default or delay in the performance of its obligations under this Agreement if and to the extent that such default or delay is caused by:

- (i) Acts of God over which neither party has control,
- (ii) war, government retaliation against foreign enemies,
- (iii) government regulation or advisory, disasters, fire, accidents or other casualties, earthquakes,
- (iv) hurricanes,
- (v) strikes or threat of strikes, civil disorder,
- (vi) terrorist acts and/or threats of terrorism acts of foreign enemies,
- (vii) any circumstances, events or consequences arising from or related to the COVID-19 global pandemic or
- (viii) a similar intervening cause or emergency beyond the control of either party making it illegal, inadvisable or impossible to perform Bundox's obligations in terms of this Agreement ("Force Majeure Event"). Bundox must notify the Client as soon as possible after the occurrence of a Force Majeure Event. Upon the occurrence of a Force Majeure Event, Bundox may terminate this Agreement without liability or further obligation, by writing notice to the Client. All deposits and prepayments paid to Bundox shall be refunded to the Agent within thirty 30 days of termination of this Agreement.

16. **BREACH**

- 16.1 The Parties acknowledge that any breach of the terms of this Agreement shall constitute a material breach and a breach of the relationship of trust between the Parties.
- 16.2 If the Client, whether directly or through its Guests, breaches this Agreement in any respect whatsoever, Bundox will be entitled (without limiting any other rights or actions which Bundox might have in terms of this Agreement or any law) to –
- 16.2.1 cancel this Agreement; and/or
 - 16.2.2 claim damages from the Client; and/or
 - 16.2.3 institute urgent or other proceedings against the Client to enforce any obligation of the Agent and/or Client; and/or
 - 16.2.4 take any other necessary steps available in law that Bundox deems necessary to protect the rights and interests of Bundox.

17. **APPLICABLE LAWS AND EXCLUSIVE JURISDICTION**

This Agreement 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 this Agreement.

18. **DISPUTE RESOLUTION**

- 18.1 Bundox may demand that a dispute be determined in terms of this clause 18 by written notice given to the other Parties under the Expedited Rules of the Arbitration Foundation of Southern Africa ("AFSA").
- 18.2 This clause shall not prevent any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction in the Republic of South Africa, pending the decision of an arbitrator.

- 18.3 The Parties hereby consent to the arbitration being dealt with on an urgent basis in terms of the Rules of AFSA should either Party, by written notice, require the arbitration to be held on an urgent basis. In such an event either Party may apply to the AFSA Secretariat as required in terms of the said Rules to

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facilitate such urgent arbitration.

- 18.4 The arbitration shall be held –
 - 18.4.1 at Johannesburg;
 - 18.4.2 with only the legal and other representatives of the Parties to the dispute present thereat; and
 - 18.4.3 otherwise in terms of the Arbitration Act, No 42 of 1965 (“Arbitration Act”), unless otherwise provided for herein.
- 18.5 The arbitrator shall be a practising advocate of the Johannesburg Bar of at least ten years standing, appointed by agreement between the parties to the dispute, subject to clause 18.6.
- 18.6 Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after the giving of notice in terms of clause 18.1, the arbitrator shall be appointed by the Chairperson of the Cape Bar Council (or by AFSA if the Johannesburg Bar Council no longer exists), at the request of either Party to the dispute.

19. PAYMENT TERMS AND CONDITIONS

- 19.1 Price quoted by Bundox Safari Co is expressed inclusive of VAT. Price lists for additional items such as meals and activities are available on request or are displayed at the Front Desk within the Lodge.
- 19.2 The Client shall be responsible for informing Bundox Safari Co. of any bookings, confirmations, booking amendments, or cancellations of rooms or services in writing by e-mail. The onus of proof of delivery in this regard will be on the Client.
- 19.3 Should you confirm a reservation, a Pro-forma invoice with the booking value will be raised and a deposit of 50% of the full amount is due within 48 hours to secure the reservation.
- 19.4 The balance due is payable 30 days before the guest’s arrival.
- 19.5 If a booking is made within 45 days of arrival, full payment is due on confirmation.
- 19.6 Reservations held by Bundox where no deposit has been paid will be cancelled by Bundox on notice to the Client.
- 19.7 Once the booking is confirmed and then cancelled an admin fee of 15% of the deposit will be charged
- 19.8 A provisional booking will be held as follows:

Days before check-in	0 – 30 days	31 – 60 days	+61 days
Number of Days held	24 hours	7 days	14 days
- 19.9 Upon expiry of the below provisional periods Bundox Safari Co. reserves the right to release reservations unless requested in writing by the Client to extend the provisional period. The extension of any provisional period will be at the sole discretion of Bundox Safari Co.
- 19.10 If Bundox receives a confirmed reservation request against rooms being held on a provisional basis by the guest, Bundox reserves the right to request confirmations or release of the held space within 72 hours.
- 19.11 Upon confirmation, it will be required to disclose the guest’s nationality. This information will solely be used for market data purposes.
- 19.12 Requests to reduce or waive cancellation fees from the Client will be considered in the decision made at the discretion of Bundox Safari Co.
- 19.13 On cancellation of a confirmed reservation Bundox Safari Co shall, subject to the relevant provisions of the Consumer Protection Act No. 68 of 2008 (as amended from time to time), and to the extent that the provisions of said Act are applicable, be entitled to the payment of the following cancellation fees:

Days before check-in	0 – 30 days	31 – 45 days	46 - 60 days	61 days +
Cancellation Fee:	100% of Reservation Value	70% of the Reservation Value	30% of Reservation Value	15% of the deposit

- 19.14 In the event of a no-show, or should you not arrive on the stated arrival date, your room will be released at 23:59 on the stated arrival date and a cancellation fee for the entire period will be charged.
- 19.15 Should you depart earlier than the confirmed departure date, a full cancellation fee for the remainder of your stay will be charged.
- 19.16 All payments should be made in full and free of any bank charges.



20. ANIMAL WELFARE

Bundox Safari Co commit to abide by the Ethical approach adopted by the Guidelines for animal interactions as endorsed by SATSA (South African Tourism Services Association). Bundox identified recognised sanctuaries and rehabilitation centres that serve the interest of animals (i.e. only visiting animal sanctuaries, marine sanctuaries and/or rescue centres operating with the highest animal welfare and conservation standards possible).

The Ethical Framework:

- Recognises the importance of the philosophy of Ubuntu
- Is focused on sustainable use and conservation of animals.
- Is specific to the relationship between animals, the environment in which they live and their connection with human beings.

Genuine sanctuaries:

- do not use animals to perform in a public show or display
- do not buy/sell wild animals or trade in body parts.
- do not have animals near humans or offer to ride wild animals (Activities such as walking with the lions and petting wildlife is unacceptable)
- do not breed wild animals – unless they are part of an officially recognised breeding programme in which the animals involved are being responsibly released back into the wild.
- Keep the animals in conditions that meet their species-specific needs with appropriate veterinary care.

21. CONTACT DETAILS

If you need to contact Bundox Safari Co for purposes related to these Terms and Conditions, please use the following contact details:

RESERVATIONS - DIRECT BOOKINGS

reservations@bundox.co.za
+27 (0) 72 523 2796
Office hours: 24-hour service / online booking available

SALES - TRADE BOOKINGS

sales@bundox.co.za
+27 (0) 83 564 4331
Office hours: 07h00 to 17h00 (GMT +2)