

# three tree hill

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## Current Terms and Conditions

1 November 2023

**Three Tree Hill reserve the right to amend and update these terms and conditions with immediate effect, without notice. These terms and conditions supersede any previous terms and conditions.**

### **BOOKING PROCESS**

Your booking must be received in writing via e-mail.

Our booking team will send you a confirmation in writing.

#### **FIT**

	Trade	Direct
Booking Confirmation	Written instruction confirms	Confirmation on receipt of non-refundable deposit
Deposit	None required	20% on confirmation of booking
Balance of Payment	balance 45 days prior to arrival.	balance 45 days prior to arrival.
Hold of Bookings	14 days (dependent on arrival date)	24 hrs (dependent on arrival date)

#### **Groups ( 3 or more rooms )**

	Trade	Direct
Booking Confirmation	Confirmation on receipt of non-refundable deposit	Confirmation on receipt of non-refundable deposit
Deposit	20% on confirmation of booking	20% on confirmation of booking
Balance of Payment	balance 45 days prior to arrival.	Balance 90 days prior to arrival.
Hold of Bookings	14 days (dependent on arrival date)	24 hrs (dependent on arrival date)

Three Tree Hill reserves the right to request deposits or full payment in advance in the case of groups, long stays, or high occupancy.

<b><u>CANCELLATION FEES</u></b>	Trade	
	Groups = 3 or more rooms	FIT
20% of total accommodation charge	From confirmation to 46 days prior	From confirmation to 46 days prior
50% of total accommodation charge	31 - 45 days prior	31 - 45 days prior
80% of total accommodation charge	8 - 30 days prior	8 - 30 days prior
100% of total accommodation charge	1 - 7 days prior	1 - 7 days prior

All bank deposits are to be received free of any bank charges or commissions directly into our bank account.

No credit card transactions will be accepted from 3rd party service providers.

Errors and omissions excepted.

We reserve the right to change our product's prices at any time.

#### **VAT & LEVIES**

Rates include VAT.

Rates exclude park entry fees and levies where applicable.

#### **TRAVEL & CANCELLATION INSURANCE**

It is the guests sole responsibility to ensure that they have full comprehensive travel, medical, vehicle and cancellation insurance. It

is the guests responsibility to ensure that their insurance covers any cancellation fees that may arise.

Three Tree Hill will not accept responsibility for any losses incurred. See below

#### **THIRD PARTY SERVICE PROVIDERS**

Three Tree Hill (THREE TREE HILL) and/or its related parties conclude agreements with service providers for the provision of services to THREE TREE HILL's guests. These services are rendered in the service provider's own name and not as an agent of ACS. The Counterparty shall not have any right, remedy, or claim of any nature whatsoever against THREE TREE HILL's related or inter-related persons, employees, agents or contractors (in whose favor this constitutes a stipulation, the benefits of which shall be deemed to have been accepted on the date that these Terms and Conditions are published), and the Counterparty indemnifies the aforesaid persons and holds them harmless against all or any claims, losses, damages (whether general, special or consequential), expenses or injuries, whether actual or contingent, which may be suffered by any person or entity, directly or indirectly, in connection with or arising from the provision of services by any third party service providers to the Counterparty, howsoever arising (save for any losses, damages, expenses or injuries which arises as a result of the gross negligence or willful misconduct of THREE TREE HILL), irrespective of whether: any such losses, damages, expenses or injuries can be legally imputed to THREE TREE HILL in any manner, whether jointly with or separately from any third-party service provider; or a claim is independently found against THREE TREE HILL.

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### **DEFINITIONS**

In these general terms and conditions:

“Agreement” means a written agreement concluded between Three Tree Hill (herein after referred to as THREE TREE HILL) to which these Terms and Conditions are attached and form an integral part.

“Counterparty” shall mean either:

(i) a direct guest who has made a booking with THREE TREE HILL and who has received a copy of these Terms and Conditions attached to their invoice; or

(ii) the counterparty to an Agreement and including any travel partners and/or guests of such counterparty.

“Terms and Conditions” means this document containing the THREE TREE HILL general terms and conditions, including the rates, applicable to the Counterparty from time to time. Your attention is specifically drawn to the obligations as contemplated in these General Terms and Conditions as well as to our cancellation policy contained herein. The Counterparty must familiarize itself with the policy. These Terms and Conditions are also available on our website for inspection. Rates quoted are subject to change and Three Tree Hill reserves the right to adjust these throughout the contracting period for new bookings.

The aforesaid cancellation fees and the proportions thereof have been calculated with reference to Three Tree Hill's diminished ability to re-sell reservations during the relevant time periods and accounting for the costs incurred by Three Tree Hill in order to fulfil its obligations in terms of reservations made by Counterparties, which costs include, but are not limited to: (i) operational costs, including staff and office costs; (ii) costs incurred in respect of credit card commissions to receive various payments; and (iii) food, wine and beverages purchases in anticipation of the arrival of guests. A Counterparty, who is a direct guest, is required to take out comprehensive travel insurance within 21 days of confirming their booking, to cover, inter alia, the cancellation or curtailment of their trip. A Counterparty who is a travel partner is required to comply with clause 2.1 of the Agreement, which includes a duty to inform its travel partners and/or guests to take out comprehensive travel insurance. In each instance, the travel insurance taken out by a Counterparty must cover all Force Majeure Events and other events beyond Three Tree Hill's control that may result in the cancellation of travel, in respect of which the cancellation policy contained in these Terms and Conditions shall apply. Under no circumstances shall Three Tree Hill be liable as a result of any failure by the Counterparty to take out comprehensive travel insurance and, in circumstances where the Counterparty is a travel partner, as a result of the Counterparty failing to inform its travel partners and/or guests to take out comprehensive travel insurance as aforesaid. For the purposes of these Terms and Conditions and/or any Agreement concluded with a Counterparty, “Force Majeure Events” mean any event or act of God which is beyond a party's reasonable control, which it could not reasonably have foreseen, or which was foreseen and which, having arisen, that party could not avoid or overcome by taking all reasonable steps to do so and which event renders it impossible for a party to perform its obligations in terms of these Terms and Conditions and/or any Agreement concluded with a Counterparty, in part or at all, including but not limited to, acts or omissions of any government, government agency, provincial or local authority or similar authority, any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, legal and illegal strikes, interruption of transport, lockouts, acts of God, plague, epidemics, pandemics, official declared state of emergency or national disaster, embargoes, sanctions, fire, flood, storms, tempest or earthquake. The Counterparty indemnifies Three Tree Hill and holds it harmless against all or any claims, loss, liability, damage and/or costs which may arise out of any failure by the Counterparty to obtain comprehensive travel insurance as stated above, including but not limited to any loss.

(Revision Record: 1/1/2019 | 1/3/2020 | 1/8/2022 | 1/9/2022 | 1/11/2023)