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## Booking Terms, Conditions & Policies

### COVID REVIVAL BOOKING TERMS - FOR TRAVEL UNTIL 15 DECEMBER 2022

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1. To support our guests and trade partners amidst the uncertainty of the COVID-19 pandemic, special dispensation has been made for all bookings made, and confirmed from 21 February 2021 to 15 December 2022.
2. For FIT Travelers (up to 6 guests traveling together):
  - Bookings may be held on a provisional basis for a maximum of 14 days.
  - A 20% deposit is required to confirm a booking.
  - Full payment will be required 30 days prior to travel.
  - The following cancellation fees will apply to cancellation of travel 59 days to date of travel:
    - for cancellations made 59 days to 30 days prior to travel date; 20% cancellation fee will be applied.
    - for cancellations made 29 days to 0 days prior to travel date; 100% cancellation fee will be applied.
  - If a booking is made within 30 days of travel, full payment will be required to secure the booking
  - If the guest or the trade partner cancels the booking in event of an occurrence of an event listed in the [COVID-19 Guidelines](#) below, Thornybush will refund the deposit and/or cancel fee and/or any full payment made to it.
3. Group Travelers (more than 6 guests traveling together):
  - Bookings may be held on a provisional basis for a maximum of 14 days.
  - A 20% deposit is required to confirm a booking.
  - Full payment of the booking will be required 30 days prior to travel.
  - The following cancellation fees will apply to cancellation of travel 180 days to date of travel:
    - for cancellations made 180 days to 60 days prior to travel date; 10% cancellation fee will be applied.

- for cancellations made 59 days to 30 days prior to travel date; 20% cancellation fee will be applied.
    - for cancellations made 29 days to 0 days prior to travel date; 100% cancellation fee will be applied.
  - If a booking is made within 30 days of travel, full payment will be required to secure the booking
    - If the guest or the trade partner cancels the booking in event of an occurrence of an event listed in the [COVID-19 Guidelines](#) below, Thornybush will refund the deposit and/or cancel fee and/or any full payment made to it.
4. These are the **COVID-19 Guidelines**. The following conditions need to exist for refunds due in terms of clause 2 and 3 above:
- If there is a resurgence in infection rates in the traveler's country of residence to the extent that their government restricts all non-essential travel.
  - If travel restrictions are imposed on South Africa as a destination by the traveler's country of residence.
  - If South Africa as a destination on the traveler's itinerary is under official government sanctioned lockdown and prohibits them from travel.
  - If South Africa as a destination on the traveler's itinerary has no formal lockdown but has closed its borders and airports to international travelers.
  - If South Africa as a destination on the traveler's itinerary will not accept or allow entry from persons from their country of residence.
  - If international flights are cancelled with no alternative routings available for travelers to use to reach us.
  - If the traveler has contracted COVID-19 within 21 days of travel (subject to medical proof).
  - If the traveler has been placed in quarantine or forced self-isolation 21 days prior to travel (subject to proof).
5. Postponements relating to [Covid-19 Guidelines](#) will be granted without penalty and without rate increase to a future date up to travel dates prior to and including 15 June 2022.
6. Extensions of provisional hold periods will be on request and approved at the sole discretion of Thornybush.

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## **STANDARD BOOKING TERMS - FOR TRAVEL FROM 16 DECEMBER 2022 ONWARDS**

1. For bookings where there are 6 guests or less, bookings may be held on a provisional basis without payment for a maximum of 14 days.
2. For bookings where there are more than 6 guests, then the bookings may be held on a provisional status without payment for a maximum of 14 days.
3. Extensions of provisional hold periods will be on request and approved at the sole discretion of Thornybush.
4. For bookings where there are 6 guests or less, a 20% deposit is required to confirm a booking.
5. For bookings where there more than 6 guests travelling, a 20% deposit is required to confirm a booking.
6. For bookings where there are 6 guests or less, full payment of booking will be required 30 days prior to the date of arrival.
7. For bookings where there are more than 6 guests travelling, full payment of the booking will be required 45 days prior to date of arrival.
8. On confirmation of a booking, Thornybush will require the following information for each guest traveling as part of the booking:
  - Surname and Christian names as they appear in their passport or identity document;
  - Nationality;
  - Any medical conditions that the lodge should be aware of;
  - Arrival and departure details;
  - Any special dietary requirements or special requests;
  - Mobile number of traveller and emergency contact person and number;
  - Room configuration – double / twin or single beds;
  - Travel Insurance details;
  - Any other specific requirements, medical and other.

## **STANDARD BOOKING CANCELLATION POLICY - FOR TRAVEL FROM 16 DECEMBER 2022 ONWARDS**

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1. For bookings of up to 6 guests:
  - 20% cancellation fee from confirmation of booking to 60 days prior to arrival date;

- For cancellation made 59 days to 30 days prior to travel date; 50% cancellation fee will be applied.
  - For cancellation made 29 days to 0 days prior to travel date; 100% cancellation fee will be applied.
2. For bookings of more than 6 guests:
    - 20% cancellation fee from confirmation of booking to 45 days prior to arrival date;
    - 100% cancellation fee if cancelled 44 days or less prior to arrival date or for any no-shows.
  3. For bookings of more than 6 guests, should the numbers in a group decrease after the booking has been confirmed, cancellation fees will be calculated and charged on the number of released beds.
  4. Requests for postponement of bookings prior to 60 days of travel will be considered but there are no guarantees that cancellation penalties will be waived. Requests for postponement of bookings within 60 days of travel will not be considered and will trigger full cancellation penalty.
  5. For bookings for third-party services, the relevant third-party terms and conditions will apply. These terms and conditions are available on request.

## **A GUEST WHO HAS HAD COVID-19 BEFORE TRAVEL OR DEVELOPS COVID-19 SYMPTOMS DURING THEIR STAY**

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1. A guest who has either had COVID-19 during 14 days prior to the date of arrival, or who has been in contact with a person who has had COVID-19 during the 14 days prior to the date of arrival, will only be permitted to stay at Thornybush if the guest presents a negative PCR test, the PCR test taken no more than 72 hours before the date of arrival at a Thornybush destination.
2. If a guest develops COVID-19 symptoms at the lodge (or arrives with COVID-19 symptoms at the lodge), the Guest agrees to the following procedure:
  - If a guest has symptoms on arrival, and they cannot immediately return home, a medical professional will be contacted, and they will be accommodated in a designated COVID-19 room;
  - Based on the medical professional's recommendation, the guest will either be referred for a COVID-19 test, examined, recommended to continue self-isolating with or without medication, or referred directly to a hospital for admission;

- Any guest with suspected COVID-19 will remain isolated in a separate designated room, with their own bathroom;
- A guest with suspected COVID-19 may not participate in activities or meals – they will be served at a safe distance by a staff member at their room;
- One staff member will be assigned as the point person for the suspected case. Any vehicle or room used for transport or accommodation of a suspected case will be deep cleaned and decontaminated afterwards.

## **REFUNDS OF ANY PAYMENTS MADE AGAINST A BOOKING**

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1. Any refund due by Thornybush to the client may, at the discretion of the client, either be held as a future credit by Thornybush in the name of the client at full value for use against any future booking or returned to the client subject to a 3% administration fee on the full booking value.
2. Credit and refund values are strictly in the contracted service currency and are not subject to any exchange rate consideration thereon.
3. The above excludes all 3<sup>rd</sup> party provider payments. Refunds for 3<sup>rd</sup> party providers are subject to their terms and conditions. These are available on request.

## **PAYMENTS**

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1. Payments to Thornybush may be affected by either:
  - A credit/debit card link. A link to the Peach Payment site (Thornybush's payment partner) will be generated and sent on request from the client; or by
  - Electronic Funds Transfer (EFT) directly into bank account, details provided below.
2. A proof of payment in respect of any reservation must be emailed to the Thornybush consultant attending to the reservation.
3. Bank account details are:

*Inzalo Investment Holdings (Pty) Ltd trading as Thornybush*

*First National Bank*

*Wierda Valley Branch Code: 260950*

*Account Number: 62357054958*

*Swift Code: FIRZAJJ*

## **CHILDREN TRAVELING WITH GUESTS AND AS GUESTS**

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1. For visits to Thornybush Game Lodge, Jackalberry Lodge and Waterbuck Lodge
  - Children of all ages are welcome;
  - Children under 6 years of age are not permitted on game drives
  - In order to guarantee a game drive for children, a private vehicle should be booked (subject to availability) at an additional cost of R7,500 per day
2. For visits to Saseka Tented Camp, Simbambili Game Lodge and Tamboti Villa
  - Children 12 years and older are welcome.
3. For visits to Leadwood Villa at Saseka Tented Camp, children of all ages are welcome when booked along with a private vehicle
4. Tamboti Villa accepts children of all ages when booked on sole use
5. Children under 16 years of age are not permitted on bush walks. Children under the age of 16 must be accompanied by a responsible adult during game drives
6. Notwithstanding the above points, Thornybush management may refuse anyone whom they may deem unsafe / unsuited to participate in any activity.

## **MANDATORY LEVIES AND FEES**

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1. Valid for calendar year 2021:
  - For visits to destinations in the Thornybush Nature Reserve and Sabi Sand Wildtuin:
    - Conservation fee of R495 per person per booking; and
    - TOMSA Levy of R14 per person per night.
  - For visits to destinations in the Sabi Sand Wildtuin:
    - Sabi Sand Wildtuin Gate Fee is payable direct at Gowrie Gate (for guests staying at Simbambili);
    - R310 light vehicle entry; and
    - R140 per person entry.
2. Valid for calendar year 2022:
  - For visits to destinations in the Thornybush Nature Reserve and Sabi Sand Wildtuin:
    - Conservation fee, TOMSA and Community levy of R250 per person per day.

- For visits to destinations in the Sabi Sand Wildtuin:
  - Sabi Sand Wildtuin gate fee is payable direct at Gowrie Gate (for guests staying at Simbambili);
  - R310 light vehicle entry; and
  - R140 per person entry.

## **COMMUNICABLE DISEASES**

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1. Thornybush will not be held responsible for any actual or alleged loss, liability, damage, claim, compensation, injury, sickness, disease, death, medical payment, costs or expenses, including legal or professional costs, or any other amount, directly or indirectly caused by, arising from, or in connection with a Communicable Disease or fear or threat (whether actual or perceived) of or associated with a Communicable Disease.
2. For the purposes of this clause, loss, liability, damage, claim, compensation, medical payment, cost or expense, or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. A Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where the substance or agent includes, but is not limited to, a virus, bacterium, parasite or any other organism or any variation thereof, whether deemed living or not, and the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and the disease, substance or agent can cause or threaten death, bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

## **GENERAL TERMS**

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1. TRAVEL INSURANCE:
  - It is the guests' sole and absolute responsibility to ensure that they have adequate and suitable comprehensive travel and medical insurance in place to cover themselves, as well as any dependents | travelling companions. This insurance should include cover in respect of, but not limited to, the following eventualities: cancellation or curtailment of the booking, emergency evacuation expenses, medical expenses, hometown repatriation expenses, damage and/or theft / and/or loss of personal property, baggage, money, and

goods. Thornybush, their representatives, directors, officers, employees, and agents will not be responsible for any damage, loss, costs or expenses incurred or suffered by the guest, or guest's dependents or travelling companions, as a result of or in connection with any of the abovementioned events. Guests will be charged directly by the relevant service providers for any emergency services they may require and may find themselves in a position unable to access such services should they not be carrying the relevant insurance cover.

## 2. SUPERVENING IMPOSSIBILITY OF PERFORMANCE

- In the event that either party cannot perform its obligations in terms of this agreement due to any reason out of its control, including but not limited to; force majeure, acts of God, travel bans and restrictions imposed by a competent authority or the government of the Republic of South Africa, both parties will be excused from any obligation in terms of this agreement in respect of only the affected reservation/s.

## 3. HEALTH

- It is the guests sole and absolute responsibility to ensure that they are aware of and take any necessary health precautions recommended or required for travel with Thornybush, as well as to declare their medical status in relation to COVID-19 or any other Communicable Diseases
- It should be noted that malaria is endemic to Limpopo and Mpumalanga provinces where Thornybush lodges are located.

## 4. DATA MANAGEMENT AND PRIVACY

- Subject to the applicable Laws, including the European General Data Protection Regulation and South African Protection of Personal Information Act, and Thornybush Privacy Policy, Thornybush is committed to the protection of personal information and the Guests right to privacy.
- Personal data collected and stored by Thornybush will be used for the sole purpose of:
  - Fulfilling its obligations in terms of the reservation; and
  - Market data analysis.



- Thornybush may retain such personal information for as long as is necessary or legally required in order to render its services or as may be required to comply with relevant statutory obligations under Applicable Laws.
- Except to the extent of its own gross negligence, recklessness or willful misconduct, Thornybush will not be directly or indirectly liable or responsible for any damages suffered by the Guest as a result of the transmission any information disclosed to Thornybush through electronic means.
- By confirming the booking, Guests consent to the lawful processing of their personal information by Thornybush.
- Guests may, at any time, withdraw the consent provided on written notice to Thornybush.
- Thornybush will cease to process and destroy the personal Information In respect of which consent has been withdrawn.

#### 5. THIRD PARTY SERVICES

- Thornybush acts as an agent only in securing services outside of our own lodges and therefore cannot be held liable for any loss, damage, injury, accident, delay or any other irregularity that may occur by suppliers other than Thornybush.

## **BREACH**

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1. Either party shall be entitled to, without prejudice and in addition to any rights which they may have in terms of this agreement or in terms of the law of the Republic of South Africa, terminate this agreement with immediate effect or uphold this agreement and in either event to claim such damages as it may have suffered in the event that the other Party:
  - Commits a breach of any of the terms and conditions of this agreement, and fails to remedy such breach within a period of 7 (seven) days of receiving written notice thereof from the other party; or
  - Does not fulfil the conditions of payment agreed between both parties; or
  - Takes steps or has steps taken against it for liquidation, winding up, deregistration, judicial management; or

- Has committed an act of insolvency or an act which would be deemed an act of insolvency by the law of the Republic of South Africa and /or in the country of domicile (i.e. registration and incorporation) of the client

## **TERMINATION**

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1. Either party has the right to terminate this agreement by giving the other party not less than thirty days written notice. Such notice shall not prejudice any rights which may exist prior to or during such notice period, during which both parties shall remain committed to fulfil any and all obligations in terms of this agreement