

## **TERMS & CONDITIONS 2021**

1.0	SPECIAL TOUR OPERATOR (STO) RATES		
Special Tour Operator Rates shall be made available to an agent upon the lodging of a satisfactory application.			
1.1	i. STO rates are net and non-commissionable.  ii. The standard STO rates provided are denominated in US Dollars. International US Dollar rates apply to all Non-SADC countries and Regional US Dollar rates are applicable to SADC countries.  iii. Rates quoted in US Dollar, Australian Dollar, Euro, or any freely convertible currency shall be paid in such currency or in any of the freely convertible currencies.  iv. Zimbabwe Tourism Levy is included in the rate. Should other surcharges become operational, The Victoria Falls Hotel will duly communicate these to the agent. Service charge is not included in the rate. It is at the discretion of the client v. VAT is included in our 2021 rates. Should at any time the government of Zimbabwe change this policy, the hotel reserves the right to change its rates.  vi. The Victoria Falls Hotel publishes Rack Rates.  vii. FIT reservations refer to individual bookings of between 1 to 9 guests per night maximum  viii. Tour Series reservations refer to all set departures groups negotiated on allocations  ix. A provisional booking will be held for 7 days and thereafter automatically released if not confirmed. Confirmed bookings are subject to the deposit and payment policy section 1.7		
	Tour Operators are therefore encouraged to follow these as pricing guidelines.  Other than in and during the operation of special promotion programs agreed between the operator and The Victoria Falls Hotel any pricing to the retail trade and consumers at levels that undercut The Victoria Falls Hotel Rack Rate prejudices the hotel's direct trading yields. Such practices therefore constitute a breach of the terms and conditions of STO Rates. (See paragraph 2.0, Variation of Terms and Conditions).		
1.2	GROUP CONCESSION Complimentary Concession will be made to the Agent as follows:  i) 10-15 Full Paying Clients - 1 Guest charged at 50% contracted rate. ii) 16-30 Full Paying Clients - 1 Guest complimentary Bed and Breakfast iii) 31-45 Full Paying Clients - 2 Guests complimentary Bed and Breakfast iv) 46-60 Full Paying Clients - 3 Guests complimentary Bed and Breakfast v) 61-75 Full Paying Clients - 4 Guests complimentary Bed and Breakfast		
1.3	i. Definitions: Infants refer to guests under the age of 5 years Children refer to guests aged 6 years to 11 years Adult children refer to guests aged 12-16 years Children rates are applicable and subject to availability of inter-leading rooms. Should inter-leading rooms not be available, other room types maybe allocated at standard applicable rates? Where a second room is occupied by adult children (guests of 12 years and above), normal single or twin rate will apply iv. Where second room is occupied by a child, (2 - 11 years), 50% of twin sharing rate will be applicable on a bed and breakfast basis		

- 1 child: 50% of single room rate 2 children: 50% of twin sharing rate per child
- Where a child (2-11 years) is sharing with an adult, a single occupancy rate will be charged with the child paying for breakfast only. ٧.
- vi.
- Cots can be provided for infants and placed in same room as adults.

  Extra beds/mattresses for children cannot be placed in same room as parents. Inter-leading rooms to be booked by vii. families, on a family room basis Children's Meal rate shall apply as follows;
- viii.
  - Infants (5 years and below): free maximum 2
  - Children: 75% of adult rate

## 1.4 ROOMS FOR PHYSICALLY CHALLENGED PEOPLE We do have rooms on the ground floor with extra wide doors at main entrance and bathroom allowing wheelchair access 1.5 **DAY ROOMS** These will be provided subject to availability. \* The designation "Day Room" to apply for the time period 10.00hrs to 18.00hrs. Day Room will be charged at 50% of the applicable rate. 1.6 MINIMUM STAYS Minimum stay of 2 nights to apply in peak season (August, September, October and 20 December – 10 January), one night stays subject to availability, as approved by hotel management. 1.7 **DEPOSITS & PAYMENT** (Clients On Credit Terms Use Vouchers) Bookings are only held on a tentative basis until a non-refundable deposit or youcher is received. To secure a booking i) a 10% non-refundable deposit or voucher is due within 30 days of booking. Full prepayment less deposit or voucher is due 45 days prior to arrival. ii) During peak season (Aug, September, October and 20 December - 10 January), a 20% non-refundable deposit or voucher is due within 30 days of booking. For bookings made within 30 days of travel during peak season, a non-refundable deposit or voucher must be paid within iii) 48 hours. Full prepayment is due no later than 45 days prior to arrival. iv) Payment is to be made in the quoted currency or if agreed upon by the hotel in another hard currency, at the official bank i) rate on the day of payment. All foreign currency transactions must be in line with Reserve Bank of Zimbabwe ii) In the event of disputed charges, the undisputed portion of the account remains payable on the due date. Failure to, without prior notice to make payment on receipt of invoice will result in the reservation being automatically iii) released. **CANCELLATION POLICY** 1.7.1 Groups & Series Room cancellation will be subject to the following policy: No. of Days Applicable Policy / Cancellation Fee Prior to Arrival 60 - 46 Days 50% of the value of the rooms cancelled 45 - 30 Days 75% of the value of the rooms cancelled 29 - 0 Days 100% of the value of the rooms cancelled FIT Room cancellation will be subject to the following policy: No. of Days 1.7.2 **Prior to Arrival** 45 - 30 Days 50% of the value of the rooms cancelled 29 - 0 Days 100% of the value of the rooms cancelled 1.8 **ROOMING LIST** Notwithstanding the payment schedule, the Agent will make available to The Victoria Falls Hotel rooming lists with actual names of clients no less than 30 Days prior to arrival. Reservations made within this period will require names at the time the reservation is made. 19 TOUR OPERATOR'S RESPONSIBILITY AND LIABILITY The Tour Operator as the agent will inform their clients of all relevant information pertaining to their accommodation requirements and shall be responsible for collection of all monies due from such clients and for payment to The Victoria Falls Hotel. 2.0 **VARIATION OF TERMS AND CONDITIONS** No variation of these terms and conditions shall be binding unless communicated in writing by The Victoria Falls Hotel. **DURATION** 2.1 This Agreement is valid from January 01, 2021 to December 31, 2021. This agreement supersedes any previous agreement.

2.2	<u>BREACH</u>
	Should <u>ANY</u> of these terms and conditions itemized above not be fully complied with, The Victoria Falls Hotel reserves the right to:
	i) Cancel reservations ii) Withdraw Special Tour Operators rates iii) Withdraw any other special trading arrangements iv) Terminate the contract v) Take legal action as necessary
2.3	TERMINATION  The Victoria Falls Hotel reserves the right to terminate this agreement by giving the agent one month's notice.
2.4	<u>LEGALITY</u>
	This agreement is non-assignable and shall be constructed and have effect according to the laws of Zimbabwe.

Please complete this contract, initial each page and return to us by email (<a href="mailto:fomgr@victoriafallshotel.com">fomgr@victoriafallshotel.com</a>) or fax +263 13 44762 as soon as possible.

COMPANY NAME	
ADDRESS:	
COUNTRY:	
POST CODE:	
TELEPHONE:	
FAX:	
EMAIL ADDRESS:	
DATE:	
CONTACT NAME FOR ACCOUNTS QUERIES:	

## FOR AND ON BEHALF OF THE VICTORIA FALLS HOTEL:

NAME & TITLE: TYMON SHUMBA ~ FRONT OFFICE MANAGER~

SIGNATURE:

DATE:

## FOR AND ON BEHALF OF THE AGENT/ OPERATOR:

NAME & TITLE:

SIGNATURE:

DATE: