

CHILO GORGE SAFARI LODGE 2016 TERMS & CONDITIONS <u>USD INTERNATIONAL RACK RATES</u> MEMORANDUM OF AGREEMENT FOR TOUR OPERATORS

1. SPECIAL TOUR OPERATOR (STO) RATES

STO Rates shall be made available and come into effect upon signature of this Agreement by Chilo Gorge Safari Lodge (*Chilo*) and the Tour Operator, each a *Party* and together the *Parties*.

2. RATE DEFINITIONS

- a) STO Rates are net and non-commissionable.
- b) All rates are subject to change at the discretion of Chilo.
- c) Rates are quoted in US Dollars.
- d) Quoted rates are per person per day unless otherwise specified.
- e) The rates applicable for bookings made from 1 January 2016 to 31 December 2016 are set out in **Annex A**, which forms part of this Agreement.
- f) The quoted rates available are:
 - i. All Inclusive for Chilo luxury Lodges
 - ii. All Inclusive for Chilo Tented Camp
- g) Special rates are also available, on application, for pilots and drivers accompanying full paying clients.
- h) Service charges are not included in the rates and are payable at the discretion of the client.
- i) Rates are inclusive of VAT on Accommodation, Meals & Beverages.
- j) Other than in and conjunction with any special promotional offers agreed between the Parties, any pricing offered to the client at levels below the Chilo Rack Rates will prejudice Chilo's trading yields and constitute a breach of this Agreement.

3. TOUR GROUP LEADER CONCESSION POLICY

Complimentary concessions will be made to the Tour Operator as follows:

- a) 10-14 Full paying clients 1 Tour Leader complimentary.
- b) 15-28 Full paying clients 2 Tour Leaders complimentary.

Tour Leaders will be required to pay for any alcoholic drinks and entrance fees in to Gonarezhou National Park.

4. TERMS OF PAYMENT AND DEPOSITS

- a) In order for the rooms to be held on a definite basis, a non-refundable deposit of 50% of the total value of the reservation is required
- b) Full pre-payment is required 30 days prior to date of arrival.
- c) In the event of disputed charges, the undisputed portion of the account remains payable on the due date.
- d) Failure to make the requisite payment within 5 days of receipt of an invoice will result in the reservation being automatically released.
- e) For the avoidance of doubt, all invoiced amounts must be received in full. Any bank charges related to bank transfers are for the account of the Tour Operator



5. CANCELLATION POLICY

All tour and room cancellations must be submitted in writing to Chilo. Room cancellation will be subject to the following policy:

No. of Days Prior to Arrival	Applicable Policy/Cancellation Fee	
>30 Days	50% of the Total Reservation	
15-29 Days	75% of the Total Reservation	
<15 Days	100% of the Total Reservation	

6. ROOMING LIST

The Tour Operator will make a rooming list available to Chilo with names of clients and any dietary requirements no less than 30 days prior to arrival (or at the time the reservation is confirmed, if the reservation is made within 30 days prior to arrival).

7. ADDITIONAL ADULTS

No additional adults are allowed in a room. Any exceptions are at the sole discretion of Chilo.

8. CHILD POLICY

0-2 years: Free of Charge3-5 years: USD 50.00 per child per night6-11 years: 50% of adult rate12 years and over: Classified as adultsA maximum of 2 children sharing with 2 adults

9. TOUR OPERATOR'S RESPONSIBILITY AND LIABILITY

The Tour Operator shall inform their clients of Chilo Terms & Conditions and all information regarding their accommodation requirements and shall be responsible for collection of all monies due from such clients for payment to Chilo.

10. VARIATION OF TERMS AND CONDITIONS

No variation of this Agreement shall be binding unless agreed by Chilo and communicated in writing to the Tour Operator.

11. DURATION

This Agreement is valid from 1 January 2016 to 31 December 2016. This Agreement supersedes any previous agreement between the Parties.



12. BREACH

If **<u>ANY</u>** of the Terms and Conditions are breached, Chilo reserves the right to:

- a) Cancel reservations.
- b) Withdraw STO rates.
- c) Withdraw any other special trading arrangements.
- d) Terminate this Agreement.
- e) Take any legal action as necessary.

13. TERMINATION

The Agreement may be terminated by either Party giving one month's written notice.

14. LEGALITY

This Agreement is non-assignable and shall be constructed and have effect according to the laws of Zimbabwe.

15. RESERVATIONS

This Agreement is non-assignable and shall be constructed and have effect according to the laws of Zimbabwe.



ANNEX A 2016 RACK RATES

USD INTERNATIONAL RATES

RATES ARE SUBJECT TO CHANGE INCLUSIVE OF VAT CONFERENCE AND GROUP RATES AVAILABLE ON APPLICATION Long Stay Discount

20% Discount PPPN for bookings of 5 nights or more

CHILO GORGE ALL INCLUSIVE LUXURY LODGES	GREEN SEASON 01 JAN – 31 MARCH & 01 OCT – 31 DEC 2016		HIGH SEASON 01 APRIL – 30 SEP 2016		
					Rac
	PP SHARING	PP SINGLE	PP SHARING	PP SINGLE	
	\$460.00	\$460.00	\$570.00	\$570.00	
	National Parks & Community Fees	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00

Rates Include: Accommodation, Meals, Drinks, Laundry, Tea & Coffee, 2 Half Day (or 1 Full Day) Activity per day, 15% VAT & 2% Tourism Levy.

Rates Exclude: USD 30.00 per person per day National Parks and Community Fees, which is payable at the time of booking and non-commissionable.

	SEASONAL		
	01 APRIL - 30 SEPTEMBER 2016		
ALL INCLUSIVE TENTED CAMP &	Rack		
FLY CAMP	PP SHARING	PP SINGLE	
	\$ 650.00	\$ 650.00	
National Parks & Community Fees	\$ 45.00	\$ 45.00	

Rates Include: Tented Accommodation, all meals, drinks, activities, 15% VAT & 2% Tourism Levy

Rates Exclude: USD 45.00 per person per day National Parks and Community Fees, which is payable at the time of booking and non-commissionable.

Notes: Minimum of 2 nights for minimum of 2 people. Maximum of 8 people semi luxury camping and max 4 people fly camping. It is recommended that the Tented Camp is packaged with a minimum 1 night stay at Chilo Gorge Safari Lodge.

Exclusivity: Exclusive use of the Tented Camp for a minimum of 2 guests is available at USD 900.00 surcharge per night (net)



ANNEX B 2016 NET RATES

USD INTERNATIONAL RATES

RATES ARE SUBJECT TO CHANGE EXCLUSIVE OF VAT

Private Guiding and Private Vehicle Rates

Clive Stockil Private Guiding	Surcharge Per Night	
	USD 800.00	

Rates Include: Exclusive guiding by Clive Stockil and private vehicle.

Rates Exclude: Guests daily rates.

Notes: Minimum of 3 days and maximum of 6 people - Subject to availability

Chilo Privato Vahielo (Inc. Guida)	Surcharge Per Night
Chilo Private Vehicle (Inc. Guide)	USD 300.00
Cuide (Nen Chile)	Surcharge Per Night
Guide (Non-Chilo)	USD 200.00

Notes: Chilo Private Vehicle hire is subject to availability

Transfer Rates

Net and Exclusive of 15% VAT

Road Transfers

PRICES ARE AVAILABLE ON REQUEST

Air Charters MAHENYE AIR STRIP

UTM - 36K 0430834 - 7652522 LAT - LON - S 21'13.816 - E 032'20.010 PRICES ARE FROM HARARE MAIN - PER PLANE - ONE WAY - NET

AIRCRAFT	USD	ΜΑΧ ΡΑΧ	DURATION
CESSNA 206	1,620.00	4	1 HR 45 MINS
NAVAJO PIPER	2,430.00	6	1 HR 20 MINS
CARAVAN	3,915.00	12	1 HR 20 MINS

10kgs luggage (in soft bags) per person USD 15.00 per person Departure Tax - payable directly to the airport



DECLARATION

FOR AND ON BEHALF OF CHILO GORGE SAFARI LODGE:

CHILO REPRESENTATIVE:

SIGNATURE:

DATE:

FOR AND ON BEHALF OF TOUR OPERATOR:

TOUR OPERATOR NAME:

TOUR OPERATOR REPRESENTATIVE:

SIGNATURE:

DATE: