

# NHAMBO SELF CATERING LODGE 2016 TERMS & CONDITIONS <u>USD INTERNATIONAL RATES</u> RACK RATES 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. Self-Catering for Nhambo Lodges
    - ii. Self -Catering for Family Lodge
- 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 and Meals.
- j) Self-Catering (Nhambo and Family Lodge) Activities and Meals are net and noncommissionable
- k) 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.

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

A third adult may be accommodated on a mattress on the floor (all bedding supplied) USD 20.00 per night (Net).

#### 8. CHILD POLICY

Accommodation: USD 20.00 per child per night (for mattress and linen)

Meals:

0-2 years: Free of Charge3-11 years - 50% of adult rates12 years and over - classified as adults

The Family Lodge is recommended to accommodate families.



#### 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

NHAMBO SELF CATERING LODGE	TWIN LODGES PER LODGE PER NIGHT Rack		FAMILY LODGE PER LODGE PER NIGHT Rack					
					SHARING	SINGLE	SHARING	SINGLE
					\$230.00	\$150.00	\$517.00	N/A
	Community Fee (Per person Per Day)	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00			

**Rates Include:** Self Catering Lodge, Linen, Towels, Daily Room Servicing, Kitchen equipment, VAT & Tourism Levy (2%).

**Rates Exclude:** Community Fee, which is payable at the time of booking and is non-commissionable.

	Meal	USD Per Person
	Breakfast	\$23.00
MEALS (NET RATES)	Lunch	\$28.75
	Packed Lunch	\$23.00
	Dinner	\$40.25

# CHILD MEAL POLICY:

- 0-2 years: Free of Charge
- 3-11 years 50% of adult rates
- 12 years and over classified as adults

Meals are to be booked and paid for in advance



# ANNEX B 2016 NET ACTIVITY RATES USD INTERATIONAL RATES

RATES ARE SUBJECT TO CHANGE

EXCLUSIVE OF VAT

Activity	No. of People	USD Per Person	
Half Day Game Drive	Min 3 and Max 7	\$50.00 *	
Half Day Game Walk	Min 3 and Max 4	\$50.00 *	
Full Day Game Drive	Min 3 and Max 7	\$75.00 <sup>β</sup>	
Full Day Chilojo Cliffs	Min 3 and Max 7	\$100.00 <sup>β</sup>	
Shangaan Village Tour	Min 3 and Max 7	\$25.00 *	
Chivilila Falls Walk and pick up	Min 3 and Max 7	\$15.00 *	
Chivilila Falls Walk & Sundowners	Min 3 and Max 7	\$30.00 *	
Chivilila Falls Sundowners	Min 3 and Max 20	\$25.00 <sup>µ</sup>	
Beach sundowners	Min 3 and Max 20	\$25.00 <sup>µ</sup>	
Chilo Bird Walk	Min 3 and Max 4	\$30.00 <sup>µ</sup>	

KEY:

- \* Includes soft drinks
- <sup>β</sup> Includes soft drinks and packed lunch
- <sup>µ</sup> Includes drinks

Activities are subject to availability and can only be booked on arrival at the lodge.

# Any National Parks Entry Fees are in addition and payable directly to National Parks on entry into the Park



# **DECLARATION**

FOR AND ON BEHALF OF CHILO GORGE - NHAMBO SELF CATERING LODGE:

CHILO/NHAMBO REPRESENTATIVE:

SIGNATURE:

DATE:

FOR AND ON BEHALF OF TOUR OPERATOR:

TOUR OPERATOR NAME:

TOUR OPERATOR REPRESENTATIVE:

SIGNATURE:

DATE: