



BLACK RHINO GAME RESERVE - PILANESBERG NATIONAL PARK

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Terms and Conditions

1. GENERAL

- 1.1 All terms and conditions, whether general or special, shall be interpreted and take effect according to the laws of South Africa. The Courts of South Africa shall have sole jurisdiction in respect of any claims, which may arise between the Client and Black Rhino Properties(Pty) Ltd - Buffalo Thorn Lodge.
- 1.2 Payment to Buffalo Thorn Lodge shall be at rates specified in the Rate Schedule, or as agreed in writing from time to time.
- 1.3 Credit arrangements are on application only. Where no credit facility exists, all reservations shall be settled on a pre-payment basis.
- 1.4 Black Rhino Properties(Pty)Ltd, Buffalo Thorn Lodge shall not be held responsible for any damage to or loss of any property whether belonging to the Client or any of the guests, nor shall Black Rhino Properties(Pty)Ltd, Buffalo Thorn Lodge be responsible for any personal injury which may be sustained by any guests or by any directors, servants or agents of the Client, whether such damage or personal injury be caused by, or arise from the negligence of Black Rhino Properties(Pty)Ltd, Buffalo Thorn Lodge or its employees or otherwise. The Client hereby indemnifies Black Rhino Properties(Pty)Ltd, Buffalo Thorn Lodge and all its directors, servants and agents against any claim of whatsoever nature that may be made against Black Rhino Properties(Pty)Ltd, Buffalo Thorn Lodge by any of the guests or any of the directors, servants or agents of the Client in respect of such personal injury, loss or damage.

2. ANIMAL POLICY

- 2.1 No pets allowed.

3. SALIENT TERMS AND CONDITIONS

- 3.1 Rates are quoted in South African Rands, inclusive of taxes and levies and are commissionable to registered travel trade companies as per the rate schedules or as communicated in writing.
- 3.2 Under no circumstances shall Black Rhino Properties(Pty)Ltd Buffalo Thorn Lodge be held responsible for any losses or damages suffered by any Client as a result of the failure by any of its own clients/customers to perform his/her obligations to the Client, nor shall Buffalo Thorn Lodge be

obliged to refund to the client, any payments or pre-payments in the event of the Clients failure to collect fees or other payments from any of its clients/customers.

3.3 Check-in time strictly from **14:30** and check-out time is **10:30**.

In all instances, expected time of arrival must be advised.

- 3.3.1. If guests arrive later than 18:00 the lodge has to be advised beforehand.
- 3.3.2. No guests will not be permitted to check in/ enter the reserve gate after 20:00 on check in dates
- 3.3.3. If game drives times are missed due to unforeseen circumstances/ bad weather/traffic etc. The Game drive will be forfeited and not to be carried over or used at another time or date.
- 3.3.4. ONLY 10 guests (including children of all ages) allowed on game drive
- 3.3.5. Early arrivals and late check-outs will be penalised R 1000.00 per hour
- 3.3.6. Fully Self Catering lodge. Buffalo Thorn Lodge is in no way responsible for supply of drinks, food, condiments, snacks etc.
- 3.3.7 **ANY** over occupancy meaning over and above 10 guests (including children) will be liable for an over occupancy fine of R4000 per person per day

3.4 Buffalo Thorn Lodge means Black Rhino Properties (Pty) Ltd, the owners, managers, officers, employees, agents, independent contractors and other persons who directly or indirectly assist with the operation or management of Buffalo Thorn Lodge and/or the associated subsidiary or holding companies as well as their directors, officers, employees, agents and independent contractors or other guests or invitees of Buffalo Thorn Lodge.

3.5 All guests will be required to settle their accounts for extras, breakages, etc. on departure. This can be done by credit card, local currency notes.

4. DEPOSITS & SETTLEMENT

4.1 A deposit of 50% of the value of the accommodation is required as confirmation for an individual reservation. A second payment of 50% of the value of the accommodation is due 21 days prior to arrival. Full prepayment will be due within 48 hours for reservations made less than 14 days prior to arrival.

4.2 **No booking** will be seen as confirmed unless a 50% deposit has been received. Buffalo Thorn Lodge reserves the right to sell accommodation held as a provisional reservation without a deposit, to a cash purchaser.

4.3 Buffalo Thorn Lodge requires a **minimum of 2 nights stay**. If a 1 night stay occurs a 25% surplus will be Charged on booking.

4.4 *Direct Deposits:*

South African cheques or Bank Drafts in South African Rand should be deposited directly into the account:

Please contact us for details

NB: Copies of the deposit slip or bank draft, plus appropriate guest or group details and reservation number must be faxed to the Buffalo Thorn Lodge Reservations office to confirm payment and to update records.

Fax number is: fax +27 865209723

4.5 *Credit Cards*

All credit card payments require a signed letter/fax of authorisation from the card holder to debit the stated amount from the said card. Valid cards are Visa and MasterCard.

This also applies to payment for extras at Buffalo Thorn Lodge if not done by the card holder personally.

This terms and conditions (the "Agreement") is a legally binding agreement made and entered into as of the Reservation Date written below by and between the undersigned person(s) or company (the "Guest") and the undersigned owner, manager or agent ("Buffalo Thorn Lodge- Black Rhino Properties Pty Ltd"), pursuant to which the Guest has agreed to rent the residence described below (Buffalo Thorn Lodge"), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein.

Guest hereby covenants and agrees to indemnify and hold harmless Buffalo Thorn lodge (Black Rhino

5. OCCUPANCY

Guest agrees that no more than [Max Guests] persons shall be permitted at Buffalo Thorn Lodge at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement. Guests agree that no day visitors are permitted at Buffalo Thorn Lodge.

6. CONDITION AND USE OF PROPERTY

The Property is provided in "as is" condition. Buffalo Thorn lodge Managers/Owners shall use its best efforts to ensure the operation of all amenities in the Property, such as swimming pool, Jacuzzi, kitchen equipment, baths, aircons etc. Buffalo Thorn Lodge/ Black Rhino Properties (pty) Ltd shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities such as jacuzzi's, pool fireplaces, decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest's own risk.

Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest refrain from loud noise/music and shall not disturb, annoy, endanger, or inconvenience neighbours/staff or wildlife, nor shall Guest use Buffalo Thorn Lodge for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about Buffalo Thorn lodge.

7. DEFAULT

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

8. ASSIGNMENT OR SUBLEASE

Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

9. RISK OF LOSS AND INDEMNIFICATION

Guest agrees that all personal property, furnishings, personal affects and other items brought into Buffalo Thorn lodge by Guest or their permitted guests shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and Buffalo Thorn Lodge shall not be responsible or liable for any reason whatsoever.

Properties (pty) Ltd) and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

10. RELEASE

Guest hereby waives and releases any claims against Buffalo Thorn Lodge (Black Rhino Properties (pty) Ltd, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

11. ENTRY AND INSPECTION

Buffalo Thorn Lodge manager/owner reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters or other authorized persons. If Buffalo Thorn Lodge managers/owners has a reasonable belief that there is imminent danger to any person or property, Buffalo Thorn Lodge managers/owners may enter the Property without advance notice.

12. UNAVAILABILITY OF PROPERTY

In the event of Buffalo Thorn Lodge not being available for use during the Rental Term due to reasons, events or circumstances beyond the control of owners/managers and Black Rhino Properties (pty) Ltd, Buffalo Thorn Lodge will apply due diligence and good faith efforts to locate a replacement lodge that equals or exceeds Buffalo Thorn Lodge with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement lodge cannot be found and made available, Buffalo Thorn lodge (Black Rhino Properties (pty) Ltd shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated and Guest and Buffalo Thorn Lodge (Black Rhino Properties (pty) Ltd shall have no further obligations or liabilities in any manner pertaining to this Agreement.

13. ADDITIONAL TERMS TO THE RENTAL AGREEMENT

In addition to the standard terms included herein, Guest acknowledges and agrees that the following additional terms and conditions apply to the Guest's rental of Buffalo Thorn Lodge:

14. GENERAL PROVISIONS

This Agreement contains the entire agreement between the parties with regard to the rental of Buffalo Thorn Lodge, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and Buffalo Thorn Lodge. This Agreement shall be governed by the laws of the Republic of South Africa. The words "Rental Agent" and "Guest" and "Buffalo Thorn lodge" shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument. Execution of a digital signature shall be deemed a valid signature.

5. CANCELLATIONS

5.1 Buffalo Thorn Lodge reserves the right to charge the following cancellation fees should a confirmed reservation be cancelled within the following period:

- > Cancellation of booking than 90 days or more prior to arrival - 20% of total booking value retained
- > Cancellation of booking between 60 to 89 days prior to arrival - 30% of total booking value retained
- > Cancellation of booking between 41 to 59 days prior to arrival - 50% of total booking value retained
- > Cancellation of booking less than 40 days prior to arrival - 100% of total booking value retained.

I the undersigned, hereby acknowledge that I have read and understood the contents hereof.

Name : _____

Signature: _____

Date: _____