



MELOZHORI GAME FARM (PTY) LTD
Registration number: 1987/004193/07
("the Reserve")

ACCOMODATION TERMS AND CONDITIONS

I, acting on behalf of myself and authorised to act on behalf of all the guests in my accommodation booking (hereinafter collectively "the Guest") with the Reserve, acknowledge that they have read and understood the terms and conditions contained herein, as well as agree to be bound by it without limiting time, failing which the Guest can choose not to enter the Reserve.

1. OWN RISK

- 1.1. All Guest enter and use the services, as well as the facilities of the Reserve **ENTIRELY AT THEIR OWN RISK**.
- 1.2. All Guest are fully aware of the dangers and inherent risks associated with the Reserve, its animals, services and facilities.
- 1.3. The Reserve is a game farm with wild animals, which roam freely and are not constrained or fenced off from human beings.
- 1.4. All Guest agree to **OBEY AT ALL TIMES, ALL ORDERS** of the Reserve Management and/or Guide.
- 1.5. All Guest hereby undertake to comply with the Reserve's rules, policies and procedures, as well as the governing laws of South Africa.
- 1.6. As a parent / legal guardian of the child / children staying at the Reserve, the Guest confirm that:
 - 1.6.1. The Guest is legally entitled to grant this permission on behalf of the child/children.
 - 1.6.2. Hereby grant permission to the Guests' child / children to use the services and facilities of the Reserve.
 - 1.6.3. Accept responsibility to ensure the safety and security of the child / children on the Reserve, and enter the Reserve at our own risk.
 - 1.6.4. As far as the Guest know, my child / children is / are in good health.
 - 1.6.5. The Guest indemnifies and absolves on behalf of myself, my executors, my wife/husband and my child / children aforesaid the Reserve any loss or damage to the property or injury to the person of my child / children aforesaid in the course of any activities or sustained in any way on the Reserve, is set out in paragraph 7 below.

2. THE POD

2.1. Combustion fireplace:

- 2.1.1. This fireplace is uniquely designed to keep the unit warm efficiently with very little wood. Kindly do not put too much wood in the fireplace and make big flames. This damages the unit and could become a fire hazard.

2.2. Hot tub:

- 2.2.1. The tub is designed to get warm with very little firewood. The tub will already be hot by the time of your arrival. We put out firewood for you for the tub. Do not stoke the stove too much. There are instructions provided for the use of the hot tub. We ask that you kindly adhere to these instructions.
- 2.2.2. Do not place the hot lid on the deck. There is a tile provided for this purpose.
- 2.2.3. Do not place the hot lid on the side of the tub. This melts the tub.
- 2.2.4. Do not drain the tub while the coals are still hot or the stove burning as it will damage the stove.
- 2.2.5. There is a big wooden spoon provided to stir the water if needed.

2.3. Air-conditioning:

- 2.3.1. The unit runs on solar panels. The aircon unit will work during the daytime on cold. Kindly refrain from using the heat setting as this will drain the power to the unit.

2.4. Geyser:

- 2.4.1. The water will cool down during the night as it runs on a solar system. The geyser will however heat up very quickly again in the morning as soon as the sun is out even if it is a cold day. On rainy days, the manager can access a silent generator remotely to start and charge the batteries to assist the geyser. This gets monitored remotely by our Reserve Manager.
- 2.4.2. If there are any problems, you are welcome to contact him on the numbers provided on arrival.

2.5. Hammock:

- 2.5.1. Please refrain from walking on the hammock. Use the pillows provided. Kindly do not remove the white linen from the bed to use on the hammock. There are blankets provided for this purpose.

2.6. Nespresso Machine:

2.6.1. There is a coffee machine in the unit. We provide 10 coffee pods for your stay. You are welcome to bring some extra along or alternatively you can purchase on the reserve. Just let us know.

2.7. Firewood:

2.7.1. We provide some firewood for your use during your stay. If this is not sufficient, you are welcome to buy extra from us at R100 a bag.

2.7.2. Telephone: +27 (0) 72 419 4933 or +27 (0) 76 430 3948 / Email: info@melozhori.co.za / www.melozhori.co.za

2.8. Patio furniture and pillows:

2.8.1. Please assist us to keep our unit neat and beautiful by taking care of our outside furniture. If it rains or is wet and misty, kindly take the items out of the wet weather.

2.9. Mooni Bluetooth Speaker

2.9.1. There is a Mooni Bluetooth Speaker in the unit. Kindly refrain from moving it outside and please ensure the remote and charging cable are kept together on the shelf. Also take note that the Pods are in valleys and sound travels. Kindly be considerate of other units on the reserve and keep the volume acceptable.

2.10. Arrival and Departure:

2.10.1. Kindly adhere to the arrival and departure times unless otherwise indicated as we have guests arriving and departing mostly on the same days

2.10.2. Check-in: 2 pm

2.10.3. Check-out: 10 am STRICTLY

2.11. Further information:

2.11.1. The unit is fully self-catering and there are no restaurant facilities on the reserve

2.11.2. All activities are done at your own risk

2.11.3. There is a lot to do and see on the Reserve other than just relaxing, reading, swimming etc. You are welcome to bring bicycles as cycling or walking on the reserve is allowed. Bicycles are also available on the reserve for rental.

2.11.4. Kindly note that no self-drives are permitted on the Reserve.

2.11.5. Extra game drives can be arranged with management at an extra cost and dependent on availability:

2.11.6. One game drive is however included in your stay (1 Game drive per 2 night stay)

2.12. Damages:

2.12.1. We trust our guests are just as motivated to look after our beautiful property as we are. We understand that sometimes things happen and small items such as glasses etc break. For this reason we do not charge a damage deposit. In the event however, that major damage occurs, kindly note that you will be responsible for this.

2.12.2. In signing below, I knowingly, voluntarily, and freely agree to the terms of this binding document, and in doing so accept full responsibility for any damages on my part.

3. GENERAL RULES

3.1. Kindly note that smoking is not allowed indoors.

3.2. When smoking outdoors, please use the ashtrays provided. The units are situated in an area where the surrounding bush is extremely sensitive to fires. Please do not dispose of anything flammable in the bush.

3.3. We have a basic first aid kit on hand for small cuts, insect bites or bruises. Please do not hesitate to ask our team if you need assistance with anything.

3.4. Please note that our hot tubs and pools at the units are not secured. Parents are requested to

3.5. Always keep an eye on small children.

3.6. Self-drive of vehicles is not permitted on the reserve unless you are entering and leaving the property. Please obey a strict speed limit of 30 km/h in these instances.

3.7. Children must always be attended to.

3.8. You are welcome to go on walks on the reserve. It is a safe and predator-free environment. Please respect the animals by keeping a safe distance. Do not attempt to touch or get too close to the animals. They have a natural fight-or-flight response. Always leave yourself a way out in case of an emergency.

3.9. Do not attempt to feed the animals under any circumstances.

3.10. Always take your cellular phone with you, even if reception is not good when going walking, running, or cycling.

3.11. Please note no smoking is allowed on the reserve when going for walks. The vegetation may appear green, but the risk of fire is always high.

3.12. Please do not litter. We strive to keep our reserve in a pristine condition.

3.13. Please always keep noise levels down while staying at the reserve

4. GAME DRIVE RULES

4.1. No smoking permitted on the game drives unless explicit consent was given by the guide during breaks.

4.2. Please stay seated on the drives for safety purposes and consideration of the wild animals. Consent could be given by the

- guide in specific situations to exit the vehicle
- 4.3. Children should always be under supervision of a responsible adult.
- 4.4. Please keep the noise levels down, especially at a sighting. Animals see the vehicle as no threat, but as soon as there is movement and loud voices, they will generally feel threatened and move away.
- 4.5. Do not feed the animals.
- 4.6. Please avoid littering. All litter must be kept inside the vehicle.
- 4.7. Please limit phone calls during the drive, out of respect for other guests. Feel free to take as many pictures as you like.

5. CANCELLATIONS / AMENDMENTS

- 5.1. All cancellations must be given in writing to the Reserve by email info@melozhori.co.za.
- 5.2. Cancellations / amendments are subject to the following conditions:
- 5.3. Cancellations made more than 30 days from the date of arrival is 25% of fee payable.
- 5.4. Cancellations made within 30 days from the date of arrival is 80% of fee payable.
- 5.5. Guaranteed reservations will be held for the first night only, after which the accommodation will be released, and accommodation will be charged.
- 5.6. The Reserve shall have the right in circumstances where the property is in the position to accept another confirmed reservation, to request the guest to confirm the reservation made, in which event the guest shall within 72 hours of receipt of advice from the Reserve either:
 - 5.6.1. Confirm the reservation, in which case the guest shall furnish the Reserve with written confirmation of the reservation and acceptance of the cancellation policy as agreed upon by the parties and send proof of the deposit payment
 - 5.6.2. Cancel the reservation.

6. TERMS OF PAYMENT

- 6.1. A 60% deposit is payable within 7 (seven) days of confirmation of the booking
- 6.2. Full payment is due 14 days prior to the confirmed booking date with Lodge reservations and 3 days prior to arrival in the case of our other product offerings
- 6.3. A 3 (three) day notice period is required for each Lodge booking.
- 6.4. Provisional bookings will only be accepted more than 6 weeks prior to stay and will be held for a maximum Five (5) days.
- 6.5. Please quote the reservation number and surname of party as reference when payment is made.

7. INDEMNITY DISCLAIMER

- 7.1. All Guests, their dependants and third parties hold harmless, indemnify, waive and abandon all claims and / or consequential damages against the Company, the Reserve and/or its member or its directors and/or employees and/or agents and/or suppliers against any consequences to incidents to Guests to the Reserve, whether arising from any act and / or commission and / or omission on the part of those hereby indemnified, as a result of entering the Reserve.
- 7.2. The Guests, their dependants and third parties indemnity against the Company / Reserve includes, but are not limited to, any loss of or damage to personal effects, valuables, movable assets, illness, injury, harm or death (howsoever caused) and legal costs computed on any basis, that the Company and/or the Reserve (or any of the other parties indemnified herein) may incur.
- 7.3. The indemnity will apply irrespective of any act, omission or negligence, gross or otherwise on the part of the Company, the Reserve and/or its members and/or directors and/or employees and/or agents and/or suppliers.
- 7.4. The Company, the Reserve and/or its members and/or directors and/or employees and/or agents and/or suppliers will under no circumstances be liable for any indirect, consequential or special loss or direct damages or penalties no matter what the cause. I hereby declare and warrant that I am authorized to make and give the foregoing waiver of claims and indemnity.

8. PRIVACY NOTICE

- 8.1. The Reserve recognises information protection as a business imperative first and foremost, and secondly as a regulatory, legal and reputational issue. As such, to protect the Personal Information of its employees, contractors, Guests, third parties and other key stakeholders, collectively "data subjects", The Reserve is required to comply with the information protection laws of the countries it operates in.
- 8.2. As a data subject of the Reserve, the Guest holds the right to be informed of the processing activities of its Personal Information and these are provided and made available on the Reserve's company website. The Privacy Policy may be changed from time to time, the updated version will be made available on the Reserve's website. The Guest is required to ensure that it has read and understood this Privacy Policy.
- 8.3. The Reserve will process the Guest's personal information only to give effect to the processing activities of personal information as in relation to their accommodation between the Reserve and the Guest.
- 8.4. Further to the above, it should be noted that, due to the nature of the engagement between the Guest and the Reserve, we are required to collect and process your Personal Information as requested within this form.
- 8.5. By providing the Reserve with the required Personal Information, as required pursuant to or in connection to this form the Guest acknowledge that:

- 8.5.1. It has read and understood the processing activities of its Personal Information as noted in the Privacy Policy.
- 8.5.2. It has read and understood the processing activities of its Personal Information and provisions as noted in form and any other agreement entered into between the parties.
- 8.5.3. It hereby agrees and consents to the Reserve processing its Personal Information to give effect to the relevant processing activities and provisions of this form any requirements it may have under law or for any purpose relating to the administration, management and operations of the Reserve's legitimate business purposes or anyone acting on behalf of the Reserve.
- 8.5.4. It understands the rights that it has in relation to the processing activities of its Personal Information.
- 8.5.5. The Guest declares that all personal information supplied to the Reserve is accurate, up to date, is not misleading and that it is complete in all respects. The provision of misleading information by the Guest may lead to termination of the business relationship with the Reserve.
- 8.6. It shall always remain the responsibility of the Guest to immediately advise the Reserve of any changes to its personal information should any of the Guest's details change.

9. CONSENT TO PROCESS YOUR PERSONAL INFORMATION

- 9.1. In order for the Reserve to provide the service it requires certain of the Guest's Personal Information. The Guest's Personal Information will be processed by the Reserve in order to provide the services as defined in these Terms and Conditions. Processing is defined in terms of privacy legislation to include, without limitation, the collection, use, transfer, retention and disposal of Personal Information by the Reserve.
- 9.2. By giving your consent, the Guest hereby gives permission to the Reserve that its Personal Information may be shared with the Reserve's Affiliates, successors in title of the Reserve, as well as other third parties who may have a justifiable interest in obtaining the Guest's Personal Information.