

## **MELOZHORI GAME FARM (PTY) LTD**

### **ACCOMMODATION TERMS AND CONDITIONS**

I acknowledge that I/we have read and understood the terms and conditions contained herein, as well as agree to be bound by the following without limiting time:

#### **1. GENERAL RULES:**

- 1.1 No smoking is allowed indoors.
- 1.2 When smoking outdoors, please use the ashtrays provided. The units are situated in an area where the surrounding bush is extremely sensitive to fires. Do not dispose of anything flammable in the bush.
- 1.3 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.
- 1.4 Please note that our hot tubs and pools at the units are not secured. Parents are requested to always keep an eye on their small children.
- 1.5 Self-drive of vehicles are not permitted on the reserve other than when you are entering and leaving the property. Please obey a strict speed limit of 30 km/h in these instances.
- 1.6 You are welcome to go on walks on the reserve. It is a safe and predator-free environment and remember to respect the animals by keeping a safe distance. Do not attempt to touch or get too close or to feed the animals. They have a natural fight-or-flight response and always have an escape plan in the case of an emergency.
- 1.7 Always take your cellular phone with you, even if reception is not good when going walking, running, or cycling.
- 1.9 Please do not litter. We strive to keep our reserve in a pristine condition.
- 1.10 Please always keep noise levels down while staying at the reserve.

#### **2. GAME DRIVE RULES**

- 2.1 There is no smoking permitted on the game drives.
- 2.2 Always stay seated on the drives for safety purposes and in consideration of the wild animals. Consent can only be given by the guide in specific situations to exit the vehicle.
- 2.3 Children should always be kept under supervision of a responsible adult who are to ensure that their children comply with these rules.
- 2.4 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.
- 2.5 Please avoid littering. All litter must be kept inside the vehicle.
- 2.6 Please limit phone calls during the drive, out of respect for other guests. Feel free to take as many pictures as you like.

#### **3. CANCELLATIONS / AMENDMENTS**

- 3.1 All cancellations must be given in writing to the reserve by email [info@melozhori.co.za](mailto:info@melozhori.co.za).
- 3.2 Cancellations / amendments are subject to the following conditions:
  - 3.2.1 If cancelling 14 days before arrival, 100% of the booking total will be forfeited.
  - 3.2.2 If cancelling 21 days before arrival, 50% of the booking total will be forfeited.

3.2.3 If cancelling 30 days before arrival, 25% of the booking total will be forfeited.

3.3 Guaranteed reservations will be held for the first night only, after which the accommodation will be released, and accommodation will be charged.

3.4 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 48 hours of receipt of advice from the reserve either:

3.4.1 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.

3.4.2 Cancel the reservation.

#### **4. TERMS OF PAYMENT**

4.1 A 60% deposit is payable within 7 (seven) days of confirmation of the booking

4.2 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

4.3 Provisional bookings will only be accepted more than 6 weeks prior to stay and will be held for a maximum Five (5) days.

4.4 Please quote the reservation number and surname of party as reference when payment is made.

#### **5. INDEMNITY AND DISCLAIMER**

All visitors who attend the Melozhori Game Farm ("hereinafter the Reserve") acknowledges that they have read and understood the contents of this indemnity and/or disclaimer and agree to be bound by it without limiting time, failing which he/she may choose not to enter the reserve.

#### **6. OWN RISK**

6.1 All visitors enter the reserve ENTIRELY AT THEIR OWN RISK and are fully aware of the dangers as well as the inherent risks associated with attending the reserve, its animals and the services rendered.

6.2 Please be advised that the reserve is a game farm with wild animals, which roam freely and are not constrained or fenced off from human beings.

6.3 All visitors agree to OBEY AT ALL TIMES, ALL ORDERS of the Reserve Management and/or Guide, under whose supervision they have been placed.

6.4 All visitors hereby undertake to comply with the Reserve's rules, policies, and procedures, as well as the governing laws of South Africa.

#### **7. INDEMNITY DISCLAIMER**

7.1 All visitors and third parties indemnify, waive, and abandon all claims 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 visitors 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 visitor's indemnity against the Company / Reserve includes, but are not limited to, any loss of or damage to personal effects, 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 visitors indemnify the Company / Reserve from any injury, harm or death (howsoever caused) and any legal costs associated therewith incurred by a visitor and/or any joining members especially minor children who are brought along onto the premises, and further undertake to ensure full responsibility of the safety of those minor children where inherent risks exist including but not limited to staying in the Treehouse, the Pods, the Cottage, the hot tubs and pools.
- 7.4 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.
- 7.5 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. DAMAGES AGREEMENT**

We are delighted to have you as our guest and hope you will enjoy your stay with us surrounded by the beauty of nature. At Melozhori, we take great pride in maintaining our property to provide all our guests with a memorable experience.

We trust that you share our commitment to preserving and respecting our surroundings. We understand that accidents can happen, and minor mishaps such as broken glasses are a normal part of hospitality. Therefore, unlike many establishments, we do not charge a damage deposit. Instead, we rely on your understanding and co-operation to care for our property as if it were your own.

However, in the unlikely event that significant damage occurs, we kindly ask you to take responsibility for the repairs or replacements necessary to restore our facilities. By signing below, you acknowledge your agreement to these terms and understand that you will be held liable for any major damages caused during your stay.

We appreciate your co-operation in helping us maintain the integrity of our property and ensuring a positive experience for all guests. Thank you for choosing Melozhori Private Game Reserve for your getaway—we look forward to sharing our slice of paradise with you!

### **8.1 Property covered**

Guest agrees to be responsible for any damage to the following property during the Guest's stay at Melozhori Private Game Reserve:

- 8.1.1 Any movable/immovable property including the rooms, furnishings, and fixtures in and around the accommodation
- 8.1.2 Vehicles, including any provided for safari or transportation purposes.
- 8.1.3 Wildlife, vegetation, and natural features on the reserve.
- 8.1.4 Infrastructure such as roads, fences, and signage.
- 8.1.5 Recreational equipment, if provided.

### **8.2 Damage responsibility**

The Guest(s) acknowledges and agrees that they are responsible for any damage caused by themselves or their invitees to the property listed in Section 1 above. This includes damages caused by negligent or intentional acts.

### **8.3 Reporting of damage**

The Guest(s) agrees to promptly report any damage they cause to the reserve or their designated representative. Failure to report damage promptly may result in increased liability for repair costs.

#### **8.4 Assessment and costs**

Upon discovery of damage, Melozhori reserves their right to assess the extent of the damage and determine repair or replacement costs. Guest(s) agrees to pay for all damages incurred during their stay.

#### **8.5 Payment Terms**

The Guest(s) agrees to pay for all assessed damages within 7(seven) days of receiving an invoice from Melozhori, failing which Melozhori shall have no option but to impose the relevant additional charges and/or proceed with the necessary legal action.

#### **8.6 Limitation of Liability**

Melozhori shall not be liable for any personal injury, loss, or damage to Guest(s) or their invitees during their stay on the property, except where such liability cannot be excluded under applicable law.

#### **8.7 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa and the Wynberg Magistrates Courts in Cape Town.

#### **8.8 Entire Agreement**

This Agreement constitutes the entire understanding between Melozhori and the Guest(s) regarding the subject matter herein and supersedes all prior agreements, oral or written, regarding such subject matter.

### **9. PRIVACY NOTICE & POPI**

9.1 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.

9.3 The Guest(s) understand the parties are governed by The Protection of Personal Information Act No 4 of 2013 and shall be duly enforced as and when required.

9.2 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.

9.3 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.

9.4 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.

9.5 By providing the Reserve with the required Personal Information, as required pursuant to or in connection to this form the Guest acknowledge that:

9.5.1 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.

9.5.2 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.

- 9.5.3 It understands the rights that it has in relation to the processing activities of its Personal Information.
- 9.5.4 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.
- 9.5.5 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.

## **10. CONSENT TO PROCESS YOUR PERSONAL INFORMATION**

- 10.1 In order for the Reserve to provide the service it requires certain of the Guest's Personal Information.
- 10.2 The Guest's Personal Information will be processed by the Reserve in order to provide the services as defined in these Terms and Conditions.
- 10.3 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.
- 10.4 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. By accepting the Guest acknowledges that they have read, understand, and agree to be bound by the terms and conditions of this Agreement.