



TERMS AND CONDITIONS

Booking procedure

For all direct bookings for Nyumbani Estate Bush Camp portfolio camps, to secure your reservation, a 50% or 100% deposit will be required to be paid to Nyumbani Estate within 48 hours of the date of the Invoice. For all channel agent bookings, the terms and conditions of the channel agent will have to be adhered to and will be provided directly by them. For any bookings where the arrival date is within 48hrs, the full 100% cost of the booking will be payable immediately to secure the booking.

To the extent applicable, the remaining balance of payment amounting to 50% must be paid to Nyumbani Estate within 7 (seven) days prior to the date of your arrival at Nyumbani Estate.

A booking will only be considered as confirmed once the invoice is paid in full and written confirmation is received by you.

Accommodation is subject to availability as our availability changes by the hour.

Please ensure that the quotation given with details of number of Clients, dates, accommodation, transportation and all other services to be provided are clear and accurate before confirming the booking in writing. We reserve the right to correct errors in both advertised and confirmed prices and will do so as soon as we become aware of any such error.

Terms and Conditions

Certain items may not be included in the cost of the booking. These costs are the responsibility of the Client, including but not limited to, private transport, all beverages, telephone/facsimile, laundry, mini bar, optional excursions and items not included on the booking form. Unless the booking required and confirmed includes the all-inclusive option where selected wines, beers, ciders and soft drinks are provided. Also, unless a special meal package has been ordered, in which case, the package will be stated in the meal package. Nyumbani Estate Bush Lodge is a child friendly facility under strict adult supervision.

The Child Policy of Nyumbani Estate, which applies to any facility/camp/Lodge within the Nyumbani Estate portfolio, is available on the website at www.nyumbaniestate.com and a copy of this policy provided as Annex A to these terms and conditions. It is the responsibility of the guest to obtain a copy of the Child Policy, read and fully understand the Policy and ensure they can comply with the policy at all times, without exception.

Check-in time is from 14h00 and check-out time is at 10h00 on the day of departure, unless otherwise agreed with Nyumbani Estate and every endeavour will be made to provide flexibility, especially for long haul travel guests, in which event a late check-out arrangement will be made and this may incur a small charge, and will be payable on check-out.

All rates are quoted in ZAR (SA Rand) and will include value-added tax (once the VAT information is confirmed and published by Nyumbani Estate from SARS), and is quoted per person.

All rates are subject to availability of accommodation.

Cancellation Procedure

All cancellations must be done in writing and receipt thereof acknowledged by Nyumbani Estate as a valid cancellation and shall be subject to the following terms and conditions:

- Less than 48 hours before arrival date, no refund.
- More than 48 hours before arrival date , 50% deposit refunded.
- More than 1 week before arrival date, 100% deposit refunded.
- No refunds shall be paid for any no shows, unused accommodation and/or services.

No shows: 100% charge of the booking will be payable and bookings cancelled one day before or on the date of arrival will be considered a no show.

Late arrival / early departures: 100% charge for the total stay booked.

Cancellation by Nyumbani Estate Bush Lodge

Occasionally Nyumbani Estate (“we”) have to cancel confirmed bookings. We always endeavour to avoid cancelling, but we must reserve the right to do so. We shall not cancel your confirmed booking unless you fail to make all payments due in full and on time or we are forced to do so as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. If we cancel your booking (except where you have failed to make payment or as a result of force

majeure), we shall use our best endeavours to offer you the choice of purchasing an alternative holiday from us of a similar standard to that originally booked if available.

Except where we cancel for reasons other than those mentioned above, we shall have no further liability to you. We regret we cannot pay any expenses, costs or losses incurred as a result of any cancellation.

We reserve the right, without prior notice, to terminate the booking of any person in your party if, in our opinion or in the opinion of any other person in authority, the persons concerned behave in such a way to cause or be likely to cause danger, annoyance or distress to any third party or damage to property. In this situation, the person(s) concerned will be required to leave the reserve immediately. We shall have no further responsibility towards such person(s). No refunds will be made and we shall not pay any expenses or costs incurred as a result of the termination.

Liability

We regret we cannot accept liability or pay compensation where the performance or proper performance of our obligations is prevented or affected by any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events include war or threat of war, riots, civil strife, border closures, unexpected government acts, terrorist activity, industrial disputes, natural or nuclear disaster, strikes, labour disputes, extreme weather conditions, fire, technical and/or mechanical problems to transport, road closures, disease and all similar events beyond our control.