

**CHEETAH PLAINS PROPRIETARY LIMITED T/A CHEETAH PLAINS PRIVATE GAME
RESERVE, REGISTRATION NUMBER: 1999/017182/07,
RESERVATIONS@CHEETAHPLAINS.COM, WWW.CHEETAHPLAINS.COM, +27796948430**

AGREEMENT: WEBSITE TERMS AND CONDITIONS

1. INTRODUCTION

The terms and conditions, as well as other provisions (collectively, “**provisions**”), will apply and govern the access to and browsing of the Website operated by Cheetah Plains Proprietary Limited t/a Cheetah Plains Private Game Reserve and also referred to as “**we**” or “**us**” or “**our**”, located at www.cheetahplains.com (“**the Website**”), and the reservation, booking and other Services offered by us, on the basis of agreement between you and Cheetah Plains.

2. INTERPRETATION AND DEFINITIONS

2.1 In this agreement the headings of the clauses are for the purpose of convenience and reference only, and shall not be used in the interpretation of, nor modify, nor amplify the terms of this agreement, nor any clause hereof. Unless a contrary intention clearly appears:

2.1.1 words importing the singular include the plural, and *vice versa*; and

2.1.2 natural persons include created entities (corporate or unincorporated) and the state, and *vice versa*.

2.2 The following terms shall have the meanings assigned to them hereunder, and cognate expressions shall have a corresponding meaning, namely:

2.2.1 “**Accommodation Establishment**” means owned and/or operated and/or managed by Cheetah Plains;

2.2.2 “**CPA**” means the Consumer Protection Act 2008, as amended, which governs transactions between us (as suppliers, as defined in the CPA) and you (as a consumer or potential consumer, as defined in the CPA), and the Regulations (“**Regulations**”) in terms thereof;

2.2.3 “**Data**” means, with respect to a customer or prospective customer, who/which is a natural or juristic person, the Personal Information and/or other information which is or may be

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- collected for purposes of the Services, and is or may be subject to the provisions of POPI (and, if applicable, GDPR);
- 2.2.4 “**Day**” means all days, including Saturdays, Sundays and proclaimed (gazette) public holidays in the RSA;
- 2.2.5 “**ECTA**” means the Electronic Communications and Transactions Act No. 25 of 2002, as amended;
- 2.2.6 “**GDPR**” means General Data Protection Regulations, as published by the European Union on 25 May 2018;
- 2.2.7 “**Laws**” means the statutes, ordinances, bye-laws and regulations in force from time to time in the RSA;
- 2.2.8 “**Personal Information**” means information, as defined in POPI, and includes, but is not limited to, information relating to an identifiable living natural person, and, where applicable, an identifiable existing juristic person:
- 2.2.8.1 information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, color, sexual orientation, age, physical or mental health, wellbeing, disability, religion, conscience, belief, culture, language and birth of the person;
- 2.2.8.2 information relating to education or medical, financial, criminal or employment history of the person;
- 2.2.8.3 any identifying number, symbol, e-mail address, facsimile number, telephone number, physical address, location information, on-line identifier or other particular assignment to the person;
- 2.2.8.4 biometric information of the person;
- 2.2.8.5 the person’s opinions, views or preferences of the person;
- 2.2.8.6 correspondence sent by that person, whether electronically or in any other medium, that is implicitly or explicitly of a private or confidential nature, or further correspondence that would reveal the contents of the original correspondence;
- 2.2.8.7 the views or opinions of another individual about the person; and
- 2.2.8.8 the names of a person if it appears with other personal information relating to the person, or if the disclosure of the name itself would reveal information about the person;
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- 2.2.9 **“POPI”** means the Protection of Personal Information Act No. 4 of 2013;
- 2.2.10 **“Prime”** means the prime overdraft lending rate of our principal bankers, from time to time, as certified by any manager, assistant manager or branch accountant of any branch of such bank, whose appointment, designation and authority it shall not be necessary to prove;
- 2.2.11 **“Privacy”** means the maintenance of confidentiality and protection of the Personal Information (including Data) in terms of the Privacy Policy;
- 2.2.12 **“Privacy Policy”** means the privacy policy applicable to the use of the Website and the Services, as contained or referred to in the provisions of this agreement;
- 2.2.13 **“Processing”** means, with respect to the Services, any operation or activity, or any set of operations, whether or not by automatic means, relating to the Personal Information (and Data) and/or the Services, including, but not limited to:
- 2.2.13.1 the collection, receipt, recording, organization, collation, storage, updating or modification, retrieval, alteration, consultation or use thereof;
- 2.2.13.2 dissemination by means of transmission, distribution or making available in any other form thereof; and/or
- 2.2.13.3 merging, linking, as well as restriction, degradation, erasure or destruction of any such information;
- (**“Process”** shall have a similar meaning);
- 2.2.14 **“RSA”** means the Republic of South Africa;
- 2.2.15 **“Services”** means access to and use of the Website for purposes of requiring any information and/or for booking and reservations with respect to the Accommodation Establishment and other purposes;
- 2.2.16 **“Website”** means our website, as referred to in **clause 1** above, as updated and/or modified from time to time, and shall include mobi-sites, apps and cookies;
- 2.2.17 **“writing”** means any form of written communication, including the receipt by the addressee of such communication by way of e-mail, facsimile or hand delivery, as the case may be, unless in the context of this Addendum any specific provision requires delivery or
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- transmission of a communication to be effected in a stipulated manner, and “**written**” shall have a cognate meaning;
- 2.3 any reference to an enactment is to that enactment as at the signature date and as amended or re-enacted from time to time;
- 2.4 all the terms, conditions, undertakings, obligations and rights, as referred to in this agreement, are, for convenience, collectively referred to as “provisions”, and without derogating from a reference to any particular preceding name or combination thereof, all the provisions are severable and divisible as to each provision or part thereof; the finding by a competent court that any provision or part thereof is invalid or unenforceable, shall not, subject to the finding of such Court, affect the validity and/or enforceability of the remainder of any such provision or part thereof, as the case may be, and all of the other provisions of this agreement shall continue to be of full force and effect;
- 2.5 if any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of this agreement;
- 2.6 when any number of days is prescribed in this agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding business day;
- 2.7 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 2.8 expressions defined in this agreement shall bear the same meanings in schedules or annexures to this agreement, which do not themselves contain their own conflicting definitions;
- 2.9 where any term is defined within the context of any particular clause in this agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this agreement, notwithstanding that the term has not been defined in this interpretation clause;
- 2.10 the expiration or termination of this agreement shall not affect such of the provisions of this agreement as expressly provide that they will operate after any such expiration or
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- termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;
- 2.11 the rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of this contract shall not apply;
- 2.12 reservations made by the website Book Now function are to be paid in full (100%) during the reservation process via the DPO PayGate Payment Portal;
- 2.13 bookings will only be considered confirmed once payment is reflecting in our account;
- 2.14 any amendments or errors after the reservation has been completed need to be addressed in writing to reservations@cheetahplains.com;
- 2.15 any cancellations need to be addressed in writing and the cancellation policy will apply;
- 2.16 where the consent, permission or approval (all of which are, for convenience, referred to as “**consent**”) of any party (the grantor) is required for any purpose, such consent shall, unless the context indicates a contrary intention, not be unreasonably delayed, withheld or refused; the onus shall be on the party (the grantee) seeking such consent to prove in the circumstances that the delay and/or withholding and/or refusal of the consent was unreasonable in the circumstances;
- 2.17 any reference in this agreement to a party shall include a reference to that party’s assigns expressly permitted under this agreement and, if such party is liquidated or sequestrated, be applicable also to and binding upon that party’s liquidator or trustee, as the case may be;
- 2.18 the words “include”, “including” and “in particular” shall be construed as being by way of example or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding word/s;
- 2.19 the words “other” and “otherwise” shall not be construed with any preceding words, where a wider construction is possible.

3. USE OF THE WEBSITE

- 3.1 By accessing, browsing and using the Website and/or using any of the Services, you acknowledge and agree to have read, understood and agreed to be bound by the provisions as herein set out, which expressly include the terms of our Privacy Policy, as
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- set out below (which can also be separately located at www.cheetahplains.com/privacy-policy).
- 3.2 The Website is accordingly intended for your use and to enable you for your personal purposes to avail yourself of the Services.
- 3.3 The Website uses cookies in order that your online use experience can be optimized, the cookies so used being essential for the beneficial operation of our Website and you similarly agree that you have read, understood and agreed to the provisions applicable to our cookie policy.
- 3.4 In providing the Services we rely on the information (including Personal Information) you provide to us and we cannot be responsible in the event of any such information being incorrect, incomplete or outdated.

4. USE OF THE SERVICES

- 4.1 We provide clients with the Services on the basis that we act as the principal (i.e. on behalf of Cheetah Plains) and not as an intermediary.
- 4.2 Accordingly, in using the Services, you enter into a contractual relationship with us in terms of these provisions, which constitute the sole agreement between us, and which creates reciprocally binding rights and obligations.
- 4.3 Upon receipt of a request from you, i.e. the submission of the Application Form (which must be accurately and fully completed), the supplier will provide you with a confirmation and invoice (both of which will request, as a pop up, your acceptance of the quote, as the case may be,) and in respect of the aforementioned, a further confirmation that you remain bound by the provisions as herein set out, and, if relevant, as may further be included on any such quote or invoice.
- 4.4 We will, in considering your request, commence with the requisite Processing therefor, and, similarly, upon the confirmation of acceptance of the invoice (i.e. with respect to any booking or reservation at the Accommodation Establishment), attend to the further Processing, as required.

5. GENERAL PROVISIONS

Please read these General Provisions to understand the basis of access to and use of our Website, whether for information or bookings/reservations, and generally with regard to our Services.

In using the Services you acknowledge that you have read, understood and are bound by these General Provisions and the other provisions as herein set out. Please click here.

Ownership of Services:

- 5.1 The Services are owned by us, an RSA registered company, with our registered office at: PO Box 11918, Erasmuskloof, Pretoria, South Africa, 0048.

Amendment to General Provisions:

- 5.2 As the General Provisions may be modified or updated from time to time, without notice, you should accordingly, in any further use of our Services, access our Website to determine any such revisions and updates, including with regard to the Standard Rates.

Applicable Law:

- 5.3 These provisions and our Services are governed by the Laws, and in the event of any dispute, same shall be determined in accordance with the Dispute Resolution terms, as set out below in these provisions, or, at our election, by referral to an appropriate High Court in the RSA.

Personal use of Services by you:

- 5.4 Our Services are available for your use, i.e. your personal use, and for purposes of availing yourself of the Services, i.e. to obtain a quote/booking/reservation, and for no other purpose.

5.5 Website – Restrictions and Indemnity

- 5.5.1 You may not, without our prior written consent, use, copy, modify or distribute the content of our Website or any portion thereof, or be entitled to upload any information or create any link to the Website or any component thereof, or introduce any viral software;
- 5.5.2 you accordingly agree to indemnify us against any loss or damage that we may sustain as a result of your access to and/or use of the Website and/or our Services, contrary to these General Provisions;
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Right to cancel reservations:

5.6 we also reserve the right to cancel any booking/reservation and/or suspend any of our Services or any part thereof, if, in our sole opinion, we determine that you are not using the Services in compliance with the General Provisions, and as otherwise set out herein, or should any Personal Information or Data provided by you, whether in terms of the Application Form or otherwise, be false or otherwise inaccurate or misleading.

5.7 We act as principal:

5.7.1 The Services are available to you, our prospective guest, or customer, as the case may be, whether resident in the RSA or otherwise; and

5.7.2 we provide the Services on the basis that we act as the principal and, accordingly, in using the Services you enter into a contractual relationship with us, subject to the General Provisions and the other provisions as set out in this agreement, which constitutes the sole agreement between us, and creates reciprocally binding rights and obligations.

Restrictions on use by Third parties:

5.8 You will not allow any third party to use your user name and/or passwords in any other manner than as required or permitted in terms of these provisions. Similarly, you will not allow the Website to be otherwise infected, delayed or otherwise operate in a manner which may intercept, alter or interfere with any Processing and/or information or data generated by or received through the Website.

5.9 Privacy and protection of Personal Information and Data:

5.9.1 we are committed to the protection of your Privacy, and, accordingly, your Personal Information and Data, and you are advised to read the provisions of our Privacy Policy, which, for convenience, we set out below, and which is also accessible at www.cheetahplains/privacypolicy;

5.9.2 whilst reasonable measures are taken to ensure that information accessed via our Services is accurate and up to date, we cannot warrant that the content or information, as is accessible, is always necessarily accurate, complete and/or current, and, accordingly, if you have any queries or concerns, these should be addressed to us forthwith;

5.9.3 it should be noted that any comments uploaded by other users express their opinions only, and do not represent our views. Accordingly, whilst we value your feedback and any

- suggestions, in sending these to us you agree that we may use them for our purposes to endorse the Services, and with particular reference to the Accommodation Establishment and Services;
- 5.9.4 we shall however not be liable towards any third party regarding any comments you may make which are unlawful or offensive in any manner;
- 5.9.5 all intellectual property rights relating to the ownership and/or use of any trademark, logo, corporate colours or other images, including any copyright with regard to any text, video, audio or other materials on the Website or any component thereof, are owned by or licensed to us, and any unauthorized use, copying, reproduction, modification or distribution thereof or any part thereof is prohibited and constitutes an unlawful infringement of such intellectual property rights.
- 5.10 Links:
- whilst we will use our best endeavours to avoid any unauthorized links appearing on our Website (or any component thereof), we would not necessarily have any relationship with any third party linked to our Website, nor does a link signify that we endorse such third party or its services and/or products, and your reliance on any such information contained in any such links or materials would be solely at your own risk.
- 5.11 Our Privacy Policy:
- 5.11.1 the provisions, as herein set out, are provided to you in order to better understand how your Personal Information and Data may be used online and in the course of Processing, and to understand the basis of collection, use and protection of the Personal Information in accordance with the use of the Website and Services;
- 5.11.2 a reference to Personal Information will be to Personal Information as defined in **clause 2.2.9**, and as otherwise defined in POPI;
- 5.11.3 you agree that this Privacy Policy will apply to access by you and browsing of the Website and/or use of our Services when making any enquiries or bookings/reservations, and in entering or otherwise applying any of the Personal Information so required;
- 5.11.4 we will take all reasonable endeavours to preserve and protect your Privacy when you use the Website and the Services, including compliance with POPI, and, where applicable, GDPR (where you are not a local RSA resident);
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5.11.5 the Personal Information we collect will be used to reasonably enable us to perform our obligations in terms of the agreement with you when you intend to or make use of the Services, and, accordingly, we would store and use the following information:

5.11.5.1 your surname and first names;

5.11.5.2 physical address;

5.11.5.3 e-mail address;

5.11.5.4 all contact information;

5.11.5.5 personal identification information (identity document or passport numbers);

5.11.5.6 demographic information such as your age, gender, health related information, dietary preferences and travel information;

5.11.6 such information will be utilized for purposes of Processing on receipt of the Application Form, in making any enquiries, and, further, with respect to any bookings/reservations, response to any survey or marketing communication, or use of certain other features on the Website, and, insofar as the Laws permit, where you so consent;

5.11.7 the Processing of the Personal Information and Data will only used by us to enable us to:

5.11.7.1 render the Services and otherwise perform as required in terms of our agreement in terms of you;

5.11.7.2 operate and manage the accounting and related transactions efficiently;

5.11.7.3 respond to any of your enquiries or other Service requests;

5.11.7.4 communicate with you, whether by e-mail, SMS or other means;

5.11.7.5 monitor and analyze our business and carry on market research, including to ask for ratings and review of the Services;

5.11.7.6 follow-through consequent upon any enquiries or complaints;

5.11.7.7 perform administrative and management functions with regard to the Processing and our systems;

5.11.7.8 comply with the Laws;

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- 5.11.8 we will not trade or otherwise disclose your Personal Information or Data, or any portion thereof, to any third person without your express consent;
- 5.11.9 we may transfer your Personal Information to foreign countries if any service providers to us are located across border or use systems across border for purposes of the Services being rendered to you, and we will only share information across border to recipients who are subject to GDPR or similar Laws, and who have entered into an agreement with us to include the principles for the protection of Personal Information, based on the principles set out in POPI and/or GDPR;
- 5.11.10 we will not intentionally collect or use information of children, i.e. persons under the age of 18 years, unless with your consent, the intention being to only Process such information for purposes of the Services you require or with respect to any booking/reservation made;
- 5.11.11 we may, subject to the above provisions, share your Personal Information with third party service providers to us (i.e. payment gateways, regulatory and governmental authorities or tax authorities) (where we are requested by them, or are obliged to do so), and will otherwise insure that the Personal Information and Data are only shared in terms of these provisions;
- 5.11.12 we would also ensure that all service providers to us are similarly under a legal obligation to ensure the protection of your Personal Information and Data, and to use same only in a manner as permitted by us;
- 5.11.13.1 you may, on reasonable grounds, object to us using any of your Personal Information, and if you object, we will stop using same, whether for purposes of Processing or otherwise, save where the Laws otherwise provide;
- 5.11.13.2 you may similarly request us to correct or remove any information that you believe is inaccurate by addressing an e-mail to us at reservations@cheetahplains.com
- 5.11.13.3 to provide you with Personal Information we hold and/or have Processed about you;
- 5.11.14 the Website is scanned and otherwise checked on a regular basis for security purposes and to determine any vulnerabilities and to ensure that the Website is as safe as possible, and we are committed to implement appropriate technical and other security measures for the protection of the integrity and confidentiality of your Personal Information, which would, in all events, only be accessible to a limited number of our personnel, who have special
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- access rights to our system, all sensitive information being encrypted in accordance with the appropriate proprietary technologies;
- 5.11.15 third parties who are engaged for purposes of a financial transaction (e.g. payment gateways), may collect your payment details to ensure that you transact securely with us, and these gateway providers will similarly store and process these details, which are not stored or processed on our servers;
- 5.11.16 we will immediately report any security breach to the relevant regulatory authorities, companies and other parties involved, including to you, and should you have any concerns about our Privacy practices or should you suspect any breach regarding the protection of your Personal Information, kindly inform us immediately by addressing an e-mail to us at: reservations@cheetahplains.com;
- 5.11.17 Personal Information will be retained by us for such periods as required by Law for our legitimate business purposes, and as retained in terms of these provisions. We may, however, keep certain information indefinitely in a format which does not disclose your identity for statistical or analytical purposes;
- 5.11.18 please note that when you use the Website we automatically receive and record information on our server logs from your browser, which may include your location, Internet Protocol (“IP”) address, cookie information and other relative details regarding your use of the Website (browsing actions and patterns), which may not necessarily identify you as an individual, which cookies enable us to improve our Services to you, including data regarding our Website traffic, interactive and usage patterns, and store information regarding your preferences with regard to the Services, which will be recognized when you return to the Website;
- 5.11.19 you can ensure that your computer alerts you each time a cookie is being sent, or you can deactivate all cookies via your browser settings, and as each browser is not the same, kindly access your browser’s Help Manual in order to determine the best manner for modifying your cookies, or to refuse cookies (which last instance may restrict full use of (our) Website);
- 5.11.20 you can opt out of receiving any communications from us at any time by clicking on the “unsubscribe” link at the bottom of any e-mail received from us;
- 5.11.21 the Website may connect to various social media platforms or applications, including Facebook, Twitter, LinkedIn, Instagram, Google Plus, and if you require to use the Website
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- for social media integration (user profiles or other functionalities), we will share your information with the relevant social media sites or applications;
- 5.11.22 despite our best endeavours, as indicated, to preserve and protect all Personal Information and Data, we will not be responsible for any unauthorized access via hacking or other breach of our security protocols beyond our reasonable control;
- 5.11.23 you are accordingly responsible for keeping all your user names and passwords up to date and we may request you to provide us with proof of your registration/identity or other information in a form that we consider acceptable.

6. THE SERVICES – BOOKINGS/RESERVATIONS

- 6.1 Guests (including, but not limited to, visitors to RSA) should be aware that Malaria is prevalent in certain areas and you should check with your travel advisor in this regard, and ensure that any medication/prophylaxes which has been recommended or prescribed has been and continues to be taken or is otherwise applied.
- 6.2 We reserve the right to qualify, replace, suspend or terminate any Services if any Personal Information or details of the nature of any Services you require to be provided is incorrect, whether the booking/reservation has been confirmed by us or otherwise, and we will, where applicable, provide you with prior notice of any such change so that you may decide whether you wish to continue to make use of the Services after such change.
- 6.3 You must be aware that additional fees and charges that relate to access to the Accommodation Establishment, such as mandatory park admission fees and tourism levies, as well as any bank charges and clearance of any payments made by you will be for your account.
- 6.4 Whilst we accept the bookings via the use of our Website (online services), it may well occur that the accommodation reserved has been double booked, or is for other reasons unavailable, including error or malfunction in our systems and/or in the Processing, whilst we will use our best endeavours to resolve matters in arranging a reasonable alternative booking/dates, and/or specific accommodation, we cannot be responsible in such circumstances, and if such alternatives are not acceptable to you, a full refund of any amounts received by us will be refunded and promptly processed and made by electronic funds transfer (“EFT”) to the bank account per the details provided in your e-mail (or to your credit card, if applicable), and as we do not have control over the entire refund process, we will not be responsible for any delays beyond our control.
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- 6.5 Where, in specific circumstances, we have agreed to accept any credit card payment, a refund will be made to the credit card concerned, less a 3% (Three Percent) credit card surcharge, and any other bank charges payable with respect to a refund will be for your account.
- 6.6 In circumstances where a booking/reservation is cancelled in terms of the provisions as herein referred to, and save where we are obliged to refund all monies already received from you, or otherwise (as hereinafter provided) in respect of the relevant booking/reservation, we accept no liability for any damages and other inconvenience, whether financial or otherwise, and howsoever arising, which you may sustain in consequence of such cancellation.
- 6.7 Kindly note that any cancellation may be subject to the further following deductions:
- 6.7.1 any actual bank charges debited by our bankers;
- 6.7.2 based on any foreign exchange transfers, including actual bank charges debited by our bankers;
- 6.7.3 where applicable with respect to any cash payments, the relevant administration charges, less actual bank charges, debited by our bankers.
- 6.8 Standard Rates:
- 6.8.1 rates are quoted including 15% (Fifteen Percent) VAT (subject to governmental change), and are quoted in South African Rand (ZAR);
- 6.8.2 our Standard Rates are subject to change at any time and as will be reflected, where applicable, on any quote or invoice (subject to the provisions as therein stated);
- 6.8.3 where any Standard Rates are quoted in ZAR, should any foreign exchange be utilized for payment, the rate of exchange on the day that the transaction is processed will be used to determine the equivalent ZAR amount with an resulting foreign exchange differences or bank charges being for your account;
- 6.8.4 rates are nett and non-commissionable;
- 6.8.5 Standard Rates exclude any flights, transfers or activities not included/specified on the rates sheet provided to you, or as otherwise indicated on any quote/invoice;
- 6.9 Reservation Terms and Conditions:
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- 6.9.1 Bookings made via our Web Portal require 100% immediate payment via our DPO Paygate Payment Gateway for the reservation to be accepted.
- 6.9.2 any errors and omissions with respect to any quote or invoice (including pro-forma invoice) must immediately be advised in writing at the time of confirmation of booking;
- 6.9.3 Only Credit Card payments via our DPO Paygate Payment Portal will be accepted for Direct reservations. Please note that only Visa & Mastercard Payments are accepted. American Express & Diners Club will not be accepted.
- 6.9.4 all reservations/bookings/enquiries must be e-mailed to our reservations department via the following e-mail: reservations@cheetahplains.com, or the Application Programming Interface (“API”);
- 6.9.5 only written correspondence will be accepted to cancel a reservation, or, subject to our confirmation, to amend any such booking/reservation;
- 6.9.6 applicable cancellation fees will be charged as per our cancellation policy below.
- 6.10 Cancellation policy:
- 6.10.1 unless we have the elective right, as provided in these provisions, to cancel any booking/reservation, only written cancellations will otherwise be accepted from you, and you must ensure you receive a written acknowledgement of the cancellation from our reservations office;
- 6.10.2 save as otherwise provided herein, should a booking be cancelled any time after a confirmation, a cancellation fee equivalent to 25% (Twenty Five Percent) will be charged;
- 6.10.3 if the cancellation occurs between 45 & 31 days prior to arrival, a 50% (Fifty Percent) cancellation fee will be applicable; and
- 6.10.4 if the booking is cancelled 30 days or less prior to arrival, the cancellation fee will be equivalent to 100% (One Hundred Percent).
- 6.11 Reservation office contact details – Cheetah Plains:
- 6.11.1 e-mail: reservations@cheetahplains.com;
- 6.11.2 call: +27 79 694 8430;
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6.11.3 bookings manager: e-mail: info@africansecretsmanagement.com and call: +27 79 694 8430

6.12 Rooms/suites – Accommodation Establishment – Cheetah Plains:

6.12.1 once an allocation reservation is received, the room/suite will be removed from our stock book;

6.12.2 for purposes of the Accommodation Establishment, the low season and peak season periods are as follows:

6.12.2.1 low season: [06 January – 18 December];

6.12.2.2 peak season: [19 December – 05 January].

6.13 Payment:

6.13.1 extras may be settled in camp, using Master/Visa cards or cash;

6.14 it is recommended that all guests have adequate personal travel and medical insurance cover with respect to any incidents and to ensure cancellation fees are covered;

6.15 it is your responsibility to ensure that all passports, visas, health certificates and proof of vaccinations are similarly valid and in force in order for you and others in your group to visit the RSA and/or other countries and locations;

6.16 please further note we are not responsible for any loss or damage to your luggage or personal property or that of any others in your group, whether in transit or at the Accommodation Establishment;

6.17 as the Accommodation Establishment is situated in an area in which dangerous animals, including reptiles and insects, are present, neither we, nor our directors, officers, management, employees, agents and contractors (“**indemnitees**”) shall be liable, in addition to any loss of or damage to any personal property (including to or from vehicles), for any personal injury or harm (including death), howsoever occurring in transit to or from, or in, on or about the Accommodation Establishment, from whatsoever cause arising;

6.18 furthermore, should you suffer any damages, including any liability or costs, of any nature, howsoever arising, or have any claim instituted against you, resulting from the use of the Services, and/or your failure to comply with any of the provisions as herein set out (including any breach of any warranty given by you), and/or the interruption or non-

availability of the Services, the indemnity above provided shall similarly apply, and, for the avoidance of doubt, in all instances the indemnitees shall not be liable for any direct, indirect or consequential damages, whether in consequence of negligence (any act or omission) or other cause, and in all circumstances the maximum amount of any liability to you in such circumstances shall not exceed the amount actually paid to us in relation to the Services as provided.

6.19 Children's policy:

6.19.1 Cheetah Plains Private Game Reserve:

6.19.1.1 **Exclusive Use Bush Houses:** (maximum 8 guests)

Children of all ages are welcome in exclusive use bush houses. The base rate is payable for the first 4 guests, irrespective of age. An exclusive use game viewer is provided and children can be accommodated on safaris at the guides' discretion (guest safety consideration takes precedence).

Infants/toddlers (0 – 2 years old) charged at 10% of the additional adult rate per infant per night. Infant/toddler rate includes babysitting services during game drive times.

Children (3 – 12 years old) charged at 50% of the additional adult rate per child per night).

Persons 13 and older are considered adults and will be charged the full additional adult rate per night.

6.20 To enable us to process your booking and to make your stay more comfortable/memorable, kindly indicate on the Application Form:

6.20.1 from where does your reservation originate?;

6.20.2 how will you and your party be arriving and departing, as well as estimated time of arrival and departure?;

6.20.3 do any guests have a special occasion to celebrate?;

6.20.4 do any guests have any special dietary or other requirements (e.g. allergies)?;

6.20.5 contact number/s where the family/group leader can be contacted prior to arrival?

6.20.6 flight number/details – where applicable?;

6.20.7 vehicle registration number/s of guest/s vehicle/s?

7. WARRANTIES

7.1 We make no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of the Website and/or the information, images or audio contained or accessible on or from the Website.

7.2 The Website and the Services are accordingly used entirely at your own risk.

7.3 You further warrant to and in favour of us that:

7.3.1 you have the legal capacity to agree to and be bound by the provisions of this agreement, which are enforceable against you;

7.3.2 should you transact in a representative capacity on behalf of any individual (natural person) or juristic entity, or family or other group, you are so authorized and confirm that the information supplied is true, accurate and complete.

8. WAIVER

Failure or neglect by us to enforce any of the provisions shall not be construed as a waiver or abandonment of our rights, nor would such failure or neglect in any way affect the validity of the whole or any part of these provisions, nor prejudice our rights with respect to any subsequent proceedings.

9. DISPUTE RESOLUTION

9.1 In the event of any dispute arising as to the interpretation and/or implementation of any of the provisions of this agreement, or the rights and/or obligations of any of us, or you, or consequent upon the cancellation of any Services or this agreement, such dispute may, at our election, be referred to arbitration in terms of the Commercial Rules of the Arbitration Foundation of South Africa (“**AFSA**”), or its successor body, which arbitration shall:

9.1.1 be held on an expedited basis;

9.1.2 be held in Pretoria;

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- 9.1.3 absent agreement as to the identity of the arbitrator (being a retired judge or senior counsel of not less than 10 (Ten) years standing), be an arbitrator appointed by the secretariat of AFSA.
- 9.2 The arbitrator shall be entitled to:
- 9.2.1 require and prescribe that a pre-arbitration meeting be held;
- 9.2.2 require and prescribe that a pre-arbitration agreement be concluded;
- 9.2.3 prescribe the basis of any submission or pleadings, the timelines applicable thereto, discovery, and as otherwise may be considered necessary for the expeditious hearing and disposal of the dispute;
- 9.2.4 make an award as to the costs of the arbitration.
- 9.3 Notwithstanding the arbitrator's right to make an award in respect of the costs, each of the disputant parties shall be initially responsible in equal fees for the advance payment of the arbitrator's fees, costs of hiring a venue, a recording and transcription contractor, each of the disputant parties otherwise being responsible for its/his/her legal costs.
- 9.4 The arbitrator's award shall, absent any manifest error, be final and binding on the parties.
- 9.5 Notwithstanding the foregoing, either party shall be entitled to seek any interim and/or urgent relief from a Court of competent jurisdiction.
- 9.6 The parties otherwise consent to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Division, Pretoria.

10. INFORMATION IN TERMS OF ECTA

- 10.1 Website owner: Cheetah Plains Pty Ltd;
- 10.2 Legal status: private company, duly incorporated in accordance with the Laws of the Republic of South Africa;
- 10.3 Our registration number: 1999/017182/07;
- 10.4 Our directors:
- 10.4.1 Mr J P J Van Niekerk
- 10.4.2 Mr R G Houghton
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- 10.4.3 Description of main business: the operation of the Accommodation Establishment;
 - 10.4.4 E-mail address: reservations@cheetahplains.com;
 - 10.4.5 Website address: www.cheetahplains.com
 - 10.4.6 Physical address: Sabi Sand Gowrie, KU 342, Portions 0 & 2, Mpumalanga, South Africa;
 - 10.4.7 Postal address: PO Box 403, Hluvukani, 1363, South Africa
 - 10.4.8 Registered address: PO Box 11918, Erasmuskloof, 0048, South Africa
 - 10.5 You are advised that Chapter VII of the ECTA does not apply to the provision of accommodation, transport, catering or leisure services.
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