



Terms & Conditions

The following booking conditions form the basis of your contract with Kiasoma Lodge ("we", "us" and "our, Company) Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

These booking conditions only apply to the trip arrangements which you book with us in advance and which we agree to make, provide, or perform (as applicable) as part of our contract with you. All references in these booking conditions to "trip", "booking", "contract" or "arrangements" "tour" mean such trip arrangements unless otherwise stated. References to "departure" mean the start date of these arrangements.

1. To make a booking please follow the procedure shown in your booking form. Where we have already confirmed the availability of your chosen arrangements and you book within any applicable time limit for doing so, your booking will be treated as firm and a contract between us will come into existence as soon as we receive your completed application form and your deposit. We will then send you a receipt for all payments made and our invoice. Where we have not confirmed availability, your booking will be treated as firm and a contract between us will come into existence when we despatch our invoice to you. Please check your invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the invoice, or any other document appears to be incorrect or incomplete.

2. The price quoted for any trip covers the cost of the planning, the organisation and carrying out of the trip, including group equipment, supplies, accommodation, administration and staff, except for the following, for which the you must be responsible: vaccination fees, travel insurance, cost of travel to and from your starting point/ return point of your trip including your international flights, cost of passport and visas, personal equipment and personal expenses while on the trip and any other expenses specifically excluded on the trip description and/or invoice.

We reserve the right to make changes to and correct errors in quoted prices at any time before your trip is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

Once the price of your chosen trip has been confirmed at the time of booking, then subject to the correction of errors, unless you have chosen to pay in full at the time of booking, we will only increase or decrease the price in the event of any change in our transportation costs or in dues, taxes or fees or in the exchange rates which have been used to calculate the cost of your trip.

4. Travel insurance: It is essential that you have adequate and appropriate cover for your trip including any adventurous activities such as horse-riding. It is important to have adequate insurance which will cover cancellation costs from the date of booking as well as medical expenses (including evacuation and repatriation). If you travel against FCO advice, the validity of your insurance policy may be affected. Please read your policy details carefully and take them with you on your trip. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

5. Special requests: Please advise us of any special requests prior to making your booking. Where possible, we will endeavour to meet or arrange for our suppliers to meet any such request. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied (where it is possible to give this) where it is important to you.

All special requests, such as dietary requirements should be noted on the booking form

6. Disability arrangements: Kiasoma Lodge seeks to accommodate disabled travellers to the extent possible and consistent with the specific tour itinerary. Nevertheless, you may find that many tour features may not be accessible to the extent that you require a wheelchair, scooter, or other special equipment to participate. We cannot provide individual assistance to travellers with wheelchairs or other mobility devices. We regret that many itineraries cannot accommodate wheelchairs or motorized scooters. Guests are required to advise Kiasoma Lodge of any accessibility requirements prior to booking in order for Kiasoma Lodge to determine if reasonable accommodations are available. Kiasoma Lodge will endeavour to accommodate special access needs but does



not guarantee that it will be able to do so in all cases. Due to physical constraints and space limitations, wheelchairs, walkers, and motorized scooters may not be taken aboard Game drive vehicles

Service Animals: Service animals cannot be accommodated for safety reasons due to wildlife.

. **The itinerary is a guide** to which we will attempt to adhere, but we reserve the right to alter this at short notice as a result of circumstances or events outside our control such as adverse weather or road conditions or any of those amounting to force majeure, or due to the operating conditions imposed by owners and operators of accommodation, facilities and transport. Your itinerary will, however, be the same in content as far as is reasonably possible, unless circumstances beyond our control make this impossible. Should weather conditions involve you in extra costs such as accommodation, transportation and meals, these will be borne by mutual agreement between us.

Kiasoma Lodge also reserves the right to refuse any person as a member on any tour or excursion, if, in their opinion, that person could endanger the health, safety and enjoyment of others on the tour. In any of these events the company's sole liability and the clients sole remedy will be limited to a refund of monies paid in respect of that tour, less the amount for services already utilised plus administrative fees.

Kiasoma Lodge regrets that no refund will be made on booked, unused tours or excursions.

Changes and cancellation by us: As referred to above, we may have to make changes to and correct errors in advertised and confirmed details.

Most changes are minor. Occasionally, we have to make a "significant change". A significant change is a change made before departure which we can reasonably be expected to have a major effect on your trip. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options: -

1. (For significant changes) accepting the changed arrangements; or
2. purchasing an alternative trip from us, of a similar standard to that originally booked if available. We will offer you at least one alternative trip of equivalent or higher standard for which you will not be asked to pay any more than the price of the original trip. If you do not wish to accept the trip, we specifically offer you, you may choose any of our other available trips, but you must pay the applicable price of any such trip. This will mean you paying more if it is more expensive.

Please note, the above options are not available where any change made is a minor one.

Compensation will not be payable and no liability beyond offering the above-mentioned choices can be accepted.

Very rarely, we may be forced by "force majeure" to change or terminate your trip after departure but before the scheduled end of your time away. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

In these booking conditions, "**force majeure**" means 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 may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, significant risks to human health such as the outbreak of serious disease at the travel destination, adverse weather conditions, fire, and all similar events outside our control. Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss, or expense of any nature as a result of "force majeure".

Cancellation by you

- Up to 8 days prior to arrival – forfeit accommodation deposit
- 7 days and less prior to arrival - 100% cancellation fee will be charged for accommodation and activities booked
- 100% cancellation fee is applicable for bush barbeques/special events



cancelled/deferred within 48 hours of start time.

- Should an accommodation booking be cancelled due to a medical related issue, any monies received will be credited to be redeemed within 6 months of original travelling/activity date. (Medical certificate to be submitted & subject to management approval). Should the new date fall in a different rate/season category the difference will be due for payment. No cash refunds will be allowed.

10. Our Liability to you

We offer adventurous excursions, and it must be accepted that some excursions such as game drives, horse riding and animal interactions involve a certain unpredictable element due to the inherent danger of close contact with animals. Also, adventure sports such as zip-lining or quad biking have inherent danger associated. Whilst we make every effort to ensure safety, we will not be responsible for any injury, illness, death, loss (including loss of possessions and loss of enjoyment), damage, expense, cost, or other sum or claim of any description however caused.

Clients should be prepared to sign a 'Waiver of Responsibility' form before undertaking tours or excursions. This form is an understanding that all clients need to always exercise judgement and care to ensure their safety and the safety of fellow guests.

We cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services which any supplier agrees to provide or arrange for you where we have not agreed to provide or arrange these services as part of our contract. Such additional services will include any activities which do not form part of your contracted trip arrangements which a supplier agrees to provide or arrange for you while you are away.

In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you. Many of your trip arrangements are provided by regional companies. They are separate legal entities and are not subsidiaries of or otherwise legally connected with us other than as suppliers of services included in your trip. They operate entirely independently of Kiasoma Lodge and have their own terms and conditions.

11. Data Protection

It may be necessary for the company to ask you for certain personal information. Examples of this would be dietary requirements, disability/medical or religious information etc. This information will be kept confidential by the Company and is available to you to inspect during the Company's normal working hours. It will be passed to the suppliers if it is necessary for them to know this information in order to fulfil the Company's contract to you.

ASSUMPTION OF RISK AND INDEMNITY

Right of Admission is reserved. Each visitor enters the property and participates in the activities conducted by the lodge on a voluntary basis and at his or her own risk. Admission is subject to acceptance of the terms and conditions contained in this agreement.

TAKE NOTICE THAT the facilities and associated activities conducted by the lodge, may be subject to risks of an unusual character and nature, which could result in serious injury, illness, death or damage to property. These risks include, but is not limited to :

1. Attacks or injury by free roaming wild and dangerous animals, reptiles, birds and insects in their natural habitat, which, may include, Antelope as well as poisonous snakes, spiders and insects. These animals are, by their very nature, unpredictable and can be dangerous and any personal interaction with these animals and entry/swimming in rivers is strictly prohibited.
2. Ingestion of poisonous plants, consumption of polluted water and bilharzia. Do not ingest unknown plants, leaves or fruits and do not consume water from, or enter or swim in river.
3. Heat exhaustion and sunburn. Visitors are urged to use sunscreen and increase their intake of fluids in order to protect them against exposure to heat and sun.
4. Road accidents. Gravel roads, free roaming animals, potholes, and erosion significantly increases the risk of road accidents. Please drive at a safe speed and pay special attention to animals, potholes, visitors and official vehicles.



5. Drowning. Please refrain from entering or swimming in river and never leave children unattended in the vicinity of rivers, dams, and swimming pools.
6. Insect bites. Please use mosquito and bug repellent at all times to prevent bites from harmful insects.
7. Hazards and risks associated with rivers, streams, dams and other bodies of water that may be affected by unpredictable weather, tides, flooding and other circumstances, as the reserve may not have effective warning or control systems that might be otherwise expected in developed areas.

Although every effort is made to maintain roads, gates, fences and to otherwise prevent any loss to visitors, the visitor acknowledges that it would be unreasonable to expect the owners, associated companies, operators, managers, landowners, agents, representatives, servants or employees of the lodge to succeed in doing so within the context and environment of the Reserve or within time frames as may be otherwise expected in developed areas.

The visitor subsequently acknowledge that he/she acquainted himself/herself with and is fully aware of the real danger and risks associated with wildlife areas, game reserves, game lodges and associated activities, especially arising from the presence of wild and dangerous animals, reptiles, birds and insects and the real risk of bodily harm, illness, injury, death and / or damage to property, which may arise as a result from any encounter with the aforementioned creatures within the context of the particular circumstances prevailing on a game reserve environment.

The visitor subsequently voluntarily assume the risk inherent in visiting the lodge, as well as participating in the activities made available within the reserve and hereby indemnify and hold harmless and free, the managers, associated legal entities, operators, landowners and product owners of the reserve, their associates, agents, representatives, servants and employees against any and all such injury, illness, death, loss or damage which he/she may suffer, whether arising from an act or omission on their part or not. This indemnity includes any and all claims of whatsoever nature which may arise on behalf of his/her family, dependents and / or persons accompanying him/her. The managers associated legal entities, operators, landowners and product owners of the lodge, their associates, agents, representatives, servants and employees shall further not be liable for punitive damages, indirect damages, consequential damages, loss of profits, third party claims or any claims imposed on the reserve by laws or statutes of countries outside of the Republic of South Africa. The visitor warrants his/her authority to bind his family, dependents, minor children and persons accompanying him/her.

Visitors suffering from a pre-existing medical condition should consult their physician before participating in any adventure activities and indemnify the Company against any harm or adverse reactions suffered as a result thereof. The lodge may at its discretion and without prejudice and without admission of liability arrange emergency medical treatment for and on behalf of any visitor. Visitors also herewith accept and admit that the facilities and associated activities may hold potential danger to children and accepts full responsibility for the actions and safety of the children under their control including damage caused by such children.

In the interest of the safety and security of all persons, visitors voluntary subject themselves to random searches and routine checks and shall at all times adhere to the instructions of officials, managers, landowners and representatives of the lodge.