



Terms and Conditions

1. DEFINITIONS – MAKUWA SAFARI LODGE is hereinafter referred to as "MAKUWA " and the person who accepts the booking by signature is hereinafter referred to as the "CLIENT". This booking and subsequent contract between the client and MAKUWA shall be deemed to be concluded in the Republic of South Africa, subject to the terms and conditions reflected herein.

2. BOOKING - (a) When MAKUWA send off the confirmation invoice to the applicant, or the travel agent through whom the application was made, the booking shall be confirmed and accepted by MAKUWA. Please note that reservations cannot be made without a deposit. (b) The balance of the fare is due 30 days prior to the date of departure.

3. DEPOSITS - A deposit of 50% per person is required to confirm a booking. The deposit is accepted as part of the inclusive fare and will only be refunded if the applicant cannot be accommodated.

4. CANCELLATIONS - Cancellation of bookings by the client must be made in writing and is effective from the date it is received by MAKUWA. The following cancellation fees will be payable by the client:

> 60 days prior to arrival - 20% cancellation fees

59 – 15 days prior to arrival - 75% cancellation fees

14 – 0 days prior to arrival - 90% cancellation fees

Should a client fail to join a tour or join late or fail to complete a tour, no refund shall be made or liability be accepted by MAKUWA.

5. No refunds shall be made by MAKUWA for any reason whatsoever, and neither will it accept any claims of any nature including consequential damages as a result of any accommodation or other facilities made or becoming unavailable on tour. The client hereby indemnifies and holds MAKUWA harmless in respect of such claim.

6. MAKUWA reserves the right to cancel any tour without prior notification. In such event, all monies paid will be refunded in full which shall constitute the full extent of MAKUWA's liability to the client.

7. TRAVEL DOCUMENTS - The client is responsible for ensuring that all necessary documents, passports, visas, health and other certificates and travel documents, including travellers cheques where applicable, are valid and effective.

8. INSURANCE - Travel, medical expenses, baggage, money and cancellation insurance is compulsory on all MAKUWA tours. The client accepts that it is his responsibility to arrange his own insurance.

12. LIABILITY - Note: For the purposes of this clause, the definition of MAKUWA shall include all member(s), employees and agents of MAKUWA.

(a) MAKUWA shall have no liability whatsoever for any loss, including financial loss, arising from loss of and/or damage to any property of any CLIENT, nor for loss of any nature, including financial loss, arising from the death or injury of any CLIENT, howsoever any such loss, financial loss, damage, injury or death shall arise, including negligence of any degree on the part of MAKUWA. The CLIENT hereby indemnifies MAKUWA against all claims of whatever nature brought against MAKUWA by the CLIENT, the CLIENT'S estate, or family of the CLIENT, including dependants, in respect of any personal injury, death, damage, or loss, including financial loss, of any nature howsoever caused, including negligence of any degree.

(b) Notwithstanding the above, in the event of there being a claim in law against MAKUWA, such claim shall be limited to R50 000-00 (FIFTY THOUSAND RAND) inclusive of capital, interest and costs.

13. PHOTOGRAPHY - MAKUWA reserves the right to make use, without giving any further notice, of any photograph or video produced by MAKUWA, or given to MAKUWA by the CLIENT, without payment or permission.

14. HEALTH - The client acknowledges being aware of the proposed itinerary and that the tour requires a certain level of physical fitness and acknowledges that he is medically fit and able to embark upon the tour.

Ilkley Manor (Pty) Ltd (2018/074455/07)

Johannesburg Operations

97/1 Lachlan Road, Glenferness

PO Box 2807 Sunninghill 2157, South

Africa