



TRADE NEGOTIATED RATES AGREEMENT

Between Gondwana Lodges (Pty) Ltd (Registration number 2006/014899/07) Trading as Gondwana Game Reserve, P.O Box 1572, Mossel Bay, 6500, Western Cape, South Africa / Physical: Gondwana Game Reserve, Heuningklip Farm, Herbertsdale, 6505, Western Cape

VAT Number: 4460250105 And "The Company"

COMPANY _____

NAME (Please print) _____

DESIGNATION _____

TELEPHONE _____

ADDRESS _____

POSTAL ADDRESS _____

EMAIL _____

WEBSITE _____

SIGNATURE _____ DATE _____

GARDEN ROUTE - SOUTH AFRICA

P.O. Box 1572 Mossel Bay 6500 South Africa . Tel: +27 (0)44 333 0200 or +27 (0)63 402 2546

Email: reservations@gondwanagr.co.za . Website: www.gondwanagr.co.za

Gondwana Lodges (Pty) Ltd . Company Registration No: 2006/014899/07



1. INTRODUCTION

This agreement is intended for use by Trade partners who operate in the International and Leisure Market. If it is found that rates are being utilized in any other market segment, Gondwana Game Reserve reserves the right to withdraw these rates immediately.

2. VALIDITY

- 2.1 This Agreement shall be binding in respect of reservations made at Gondwana Game Reserve.
- 2.2 This Agreement is subject to early cancellation by either party at its sole discretion by means of a written notice to the other party, which notice shall specify the date on which the dispatching party intends to cancel this Agreement and is at least 30 days from date of signature.
- 2.3 These terms and conditions shall be of no force and effect unless signed by duly authorized representatives of Gondwana Game Reserve and the Client.

3. DEFINITIONS

- 3.1 In this agreement unless the context clearly requires otherwise, the following words shall have the meanings assigned to them hereunder:
- 3.2 "Gondwana Game Reserve" means Gondwana Lodges (Pty) Ltd, in its capacity as Owner and Management of the Lodges.
- 3.3 "Allocate" means the reserving of the accommodation by Gondwana Game Reserve for the sole use of the Trade Partner.
- 3.4 "F.I.T" means Foreign Individual Traveler.
- 3.5 "Group Reservation" means an allocation of ten (10) or more rooms reserved for the same period.
- 3.6 "Guests" means the occupiers / proposed occupiers of the reserved rooms as reserved by the Trade Partner.
- 3.7 "No show" means the non-arrival of a guest for whom accommodation was reserved by the Client;
- 3.8 "Release date" shall be the date agreed upon between Gondwana Game Reserve and the Trade partner whereby the Trade partner will provide prepayment and or final numbers of the rooms they will be taking for a specific allocation.
- 3.9 "Rooming List" means a list supplied by the Trade partner setting out the accounting instructions, expected usage by its clientele of the accommodation allocated to it by Gondwana Game Reserve and the names of Guests that will be using the accommodation. If Guests are going to be sharing a room, this is to be indicated accordingly.

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- 3.10 “Security” shall mean full prepayment by way of an electronic funds transfer or a credit card payment; voucher numbers will only be accepted when the Trade partner has credit facilities in place with Gondwana Game Reserve.
- 3.11 “Series / Scheduled Tour” means a scheduled departure group where Gondwana Game Reserve is used in their itinerary. In addition, it must be one of a series of regularly scheduled tour groups operated by the company.
- 3.12 “System” - means the reservation system for online or offline bookings.
- 3.13 “The Period” – the agreed dates during which the accommodation will be provided.
- 3.14 “The Rate” – the amount in ZAR (South African Rand) per person / per room, per night payable by the Trade Partner to Gondwana Game Reserve
- 3.15 “The User” - means any duly authorised employee or representative of the Client who utilises the System.

4. RATES

- 4.1 All rates quoted include VAT.
- 4.2 There is an additional conservation levy per adult and for children per stay. This is non-commissionable and paid in advance for your client’s convenience. Please see Additional Information on Rates document for levy charges.
- 4.3 These rates will increase automatically, without prior notification to the Trade Partner in the event that the prevailing rates of either Value Added Tax or other applicable Government or Tourism levies are increased or should a further tax or levy be introduced in the period between the date on signature hereof and the date on which the accommodation is taken up by the Trade Partner.
- 4.4 These rates are nett and non-commissionable.
- 4.5 The Trade Partner shall ensure that all Guests being accommodated in terms of this agreement pay for and settle in full all accounts of Gondwana Game Reserve levied in respect of incidentals, expenses for which such guests are liable prior to their departure.

5. SECURITY POLICIES

- 5.1 Independent Travelers (FIT’s)
- 5.1.1 Where the Trade Partner has credit facilities at the hotel being booked, a Voucher is required within 30 days of arrival.
- 5.1.2 Where the Trade Partner does not have credit facilities, full payment is required 30 days prior to arrival.
- 5.1.3 Any (provisional / confirmed) bookings must be made and released in writing.
- 5.1.4 The only time we may request a deposit is in cases where a serious booking request for the same inventory from another source could be confirmed. This deposit needs to be paid timeously to guarantee the rooms reserved.

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5.2 Groups (including series bookings)

Trade Partners without credit facilities:

- 5.2.1 20% non-refundable deposit is required within 60 days prior to arrival to secure the rooms. The balance is due 30 days prior to arrival.
- 5.2.2 For reservations made within 30 days of arrival, full prepayment is required within 72 hours of making the booking. If the booking is made on the arrival date, immediate payment is required.
- 5.2.3 Any (provisional / confirmed Provisionals/ cancelations) bookings must be made and released in writing.
- 5.2.4 The only time we may request a deposit is in cases where a serious booking request for the same inventory from another source could be confirmed. This deposit needs to be paid on time to guarantee the rooms reserved.

Trade Partners with credit facilities:

- 5.2.5 No deposit however we require confirmation in writing.
- 5.2.6 With a buy-out we require a 20% non-refundable deposit within 14 working days of reserving Kwena Lodge Suites and Villas.

5.3 Final Numbers and Rooming List

- 5.3.1 Final numbers are required 45 days prior to arrival.
- 5.3.2 Where the booking is made within 45 days prior to arrival, the number of rooms reserved is the final number.
- 5.3.3 The rooming list is required 14 days prior to arrival.
- 5.3.4 Where the booking is made within 14 days prior to arrival, the rooming list is required within 48 hours. If the booking is made on the arrival date, the rooming list is required immediately.

5.4 The release period for ADHOC groups

- 5.4.1 ADHOC groups (provisional or confirmed Provisionals/ cancelations) need to be released 45 days prior to arrival.
- 5.4.2 If an ADHOC group is released less than 45 days prior to the group's arrival, full cancellation fees will then apply.

6. REDUCTIONS AND CANCELLATIONS

FIT

If a cancellation is made 31 days or more prior to arrival – no cancellation fees will apply. If a cancellation is made 30 days or less prior to arrival, full cancellation fees apply.

Group Cancellation Policy

If a cancellation is made 60-31 days prior to arrival - 50% administration cancellation fee of the total value of the booking will apply.

If a cancellation is made 30 days or less prior to arrival, full cancellation fees will apply.

If number of guests travelling within a group is reduced within 30 days prior to arrival, full cancellation fees will apply.

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7. PAYMENTS

- 7.1 Any amounts due to Gondwana Game Reserve in terms of this agreement and not paid by the Trade Partner on due date (As per the Gondwana Game Reserve security policy, Clause 5 of this agreement) shall bear interest from due date to the date of payment calculated on a daily basis and capitalized monthly at 3% (three percent) above the prime rate of interest charged by the Gondwana Game Reserve's bankers from time to time as recorded by a certificate of any Manager for the time being of that bank which certifies shall be prima facie proof of the indebtedness. In the event that payments due are not paid within the specific time frame, Gondwana Game Reserve reserves the right to cancel all booked accommodation.
- 7.2 Should any payment due by the Trade Partner to Gondwana Game Reserve at any time be overdue, then without prejudice to any other remedy available to it and without prior notice, then Gondwana Game Reserve may at its discretion defer future performance of its obligation in terms of this agreement and refuse to make available any future accommodation to the Trade Partner, until payment is made.
- 7.3 A certificate signed by the General Manager or Financial Controller of Gondwana Game Reserve showing the amount owing by the Trade Partner at any time and reflecting the amount thereupon as due and unpaid shall be prima facie proof of the facts therein stated for purposes of any action, proof of debt on insolvency or any purpose whatsoever.
- 7.4 All payments must be made in South Africa Rand (ZAR). The Company, at its expense, shall convert any other currency to the Payment Currency to the extent necessary prior to making such payment to Gondwana Game Reserve.
- 7.5 Please note: Make use of the **reservation number** as a reference when making a deposit or payment.

8. GENERAL

- 8.1 Errors and omissions on reservations / invoices: Please note if for any reason there are errors or omissions on a confirmation / booking, both parties will be held liable as it is within both parties interest to check invoicing / confirmations. Therefore E&OE a.k.a. Errors and Omissions Excluded will be included on the invoices.
- 8.2 Credit arrangements are on application only and must be applied for by Trade Partner; Trade Partner paying accounts after thirty (30) days of statement, will be subject to the terms of Clause 7.1 of this agreement.
- 8.3 Rate contracts are based on a level of support for Gondwana Game Reserve. This will be reassessed at the end of the contract period, and re-evaluated subject to the support received over the previous 12-month period.

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9. TOUR GUIDE DISCOUNT

10 or more full paying rooms booked together constitutes a group (A Villa constitutes as a room). For groups that travel with a Guide / Tour Leader, he or she will stay complimentary with a group of 10 or more full paying rooms (A Villa constitutes as a room).

10. AVAILABILITY OF STO RATES, TERMS AND CONDITIONS

STO Rates are offered particularly to Trade Partners and Trade Partners shall not make the nett STO Rates available directly to the general public. The Trade partner shall only distribute room inventory as part of a package, and shall not release, or allow to be released, the STO Rates to its clients or the general public, and further shall utilize best and reasonable endeavors to ensure that all electronic access to STO Rates is restricted.

11. BANKING DETAILS

Gondwana Lodges (Pty) Ltd Bank information:

Bank : FNB Cheque
Account : 62189586004
Branch code : 250314

12. RESERVATION PROCEDURE CHANNELS

ALL RESERVATIONS MUST BE PLACED WITH OUR RESERVATIONS DEPARTMENT, DETAILS BELOW:

Telephone number : +27(0)44 333 0200
Email address : reservations@gondwanagr.co.za
Reservations WhatsApp : +27(0)63 402 2546

OR VIA NIGHTSBRIDGE (**BBID 35378**) FOR IMMEDIATE AVAILABILITY FOR KWENA LODGE SUITES & VILLAS, LEHELE VILLAS, AND ULUBISI HOUSE.

13. PROVISION OF ACCOMMODATION

- 13.1 Gondwana Game Reserve agrees to allocate the accommodation to the Trade Partner during the Period at the Lodge and at the rate specified in the conditions of contract subject to availability and the further terms and conditions set out herein.
- 13.2 Any accommodation allocated to the Trade Partner but not required for occupation by guests shall be released by the Trade Partner failing which Gondwana Game Reserve shall be entitled to charge the full rate in respect of such accommodation.
- 13.3 Gondwana Game Reserve may further, at its sole and absolute discretion, release the rooms not confirmed at the release date by the Trade Partner to third parties.

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14. TERMS AND CONDITIONS OF ACCOMMODATION

- 14.1 The Trade partner acknowledges that the provision of the accommodation by Gondwana Game Reserve shall at all times be subject to Gondwana Game Reserve's standard terms and conditions of residence as printed on the Gondwana Game Reserve's guest registration card.
- 14.2 Gondwana Game Reserve shall use its best endeavors to ensure to comply with all applicable local and national regulations, laws, by-laws and codes of practice. These endeavors will include but without limitation, rules relating to fire, health and safety standards.
- 14.3 Gondwana Game Reserve shall further ensure that it maintains adequate public liability insurance cover throughout the period of this agreement against third party liability. In the event of a dispute between Gondwana Game Reserve and the Tour Operator as to what constitutes adequate cover for the purposes of this clause, the reasonable discretion of Gondwana Game Reserve, having regard to the industry practice and its own historic experience, shall be deemed to apply.

15. INDEMNITY AND LIMITATION OF LIABILITY

- 15.1 Unless expressly provided otherwise in writing, each party (the "Defaulting Party") indemnifies and holds harmless, to the fullest extent permitted by law, the other party, as well as its directors, shareholders, employees, agents, independent contractors, or other representatives ("Indemnified Party") against all loss, liability, damage and expense which an Indemnified Party may suffer as a result of or which may be attributable to a breach of this agreement by the Defaulting Party, any grossly negligent or wilful act or omission on the part of the Defaulting Party in connection with the Products or as otherwise arises out of or is connected to any wrongful act or omission of, or attributable to, the Defaulting Party.
- 15.2 Neither party shall be liable to the other party for indirect, special or consequential losses, claims, damages or liabilities, whether in contract or delict or otherwise, based on this agreement, or any obligation performed or undertaken or not performed or undertaken in terms of or in connection with this agreement, and no party shall be liable to the other for losses sustained or incurred by the other which is attributable to or arises out of any act or omission on the part of a third party.

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16. GOVERNING LAW, INTERPRETATION & GENERAL PROVISIONS

- 16.1 The entire provisions of this agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. Notwithstanding the amount, which may at any time owe the parties consent in terms of Section 45 of the Magistrates Court Act (No. 32 of 1944, as amended) to the non – exclusive jurisdiction of the Magistrates Court in any action or proceedings otherwise beyond its jurisdiction.
- 16.2 This document with the annexure (rates schedule) hereto contains the entire agreement and no variation hereof shall be valid unless in writing and signed by the duly authorized representative of both parties.
- 16.3 The terms and conditions of this agreement is binding when a Trade Partner makes a reservation on the STO rate regardless of whether the agreement has been signed off or not by the Trade Partner.
- 16.4 Failure by a party to enforce any provision of this agreement on due date shall be deemed to constitute a waiver of such provision or affect in any way a party's right to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.
- 16.5 The Trade Partner may not cede any of its rights nor delegate any of its obligations under this agreement without the prior written consent of Gondwana Game Reserve.
- 16.6 All notices required to be served by either party on the other in terms of this agreement shall be served at the domicile address of the relevant party stipulated on the cover page of this agreement. Any notice, document or process delivered to a party's domicile shall be deemed to have been received by the other party, if delivered by hand, sent by, email or telefax on the date of delivery or transmission or if sent by prepared registered post, fourteen (14) days after the date of posting, unless the contrary is proved. Notwithstanding anything to the contrary in this agreement, a written notice or other communication actually received by a party shall be deemed to be adequate communication in terms hereof, notwithstanding that the notice was sent or delivered to the chosen domicile of the recipient.

17. FORCE MAJEURE

Force majeure shall mean all events out of control of Gondwana Game Reserve, including but not limited to; incidents as a result of natural phenomena, pandemic, war or military actions, (whether declared or not), terrorism, social, civil or political unrest, revolutions, or other similar events which make it impossible to keep the Hotel in operation. The affected party's obligations are then suspended for the duration of the force majeure event and once the force majeure event comes to an end, the contract will be re-activated, unless both parties agree otherwise.



18. MARKETING AND ADVERTISING:

- 18.1 Internet keyword marketing – Provider shall not purchase placement rights for any Gondwana Game Reserve property service mark or trademark or use any Gondwana Game Reserve service mark or trademark in any manner of its advertising, including but not limited to internet and web advertising, without express written consent of Gondwana Game Reserve.
- 18.2 Predatory Advertising – Provider shall not use any predatory advertising methods designed to generate traffic from websites for which they have no contractual rights for the online promotion of their products or services. Provider shall prohibit all websites within its control from utilizing predatory advertising methods. A predatory advertising method is an advertising method that creates or overlays links or banners on websites, spawns browser windows, or utilises any other method to generate traffic from a website without that website owner's knowledge, permission and participation.
- 18.3 Ownership of Marks – Provider acknowledges that the name of "Gondwana Game Reserve", shall not register any of the Marks in whole or part as a domain name or as part of any other symbol or element used in electronic commerce without having obtained Gondwana Game Reserve's prior written consent. Provider shall not challenge Gondwana Game Reserve ownership of the Marks, the system or of any intellectual property that is now, or may in future, be owned by Gondwana Game Reserve. Gondwana Game Reserve reserves the right to approve in writing any usage of the Marks prior to implementation and shall have the right to prevent the use of the Marks by Provider at any time.

FOR: THE COMPANY who warrants that he/she is duly authorised hereto.

SIGNED at _____ on this the ____ day of _____ 20 _____

AS WITNESSES: _____

For Gondwana Lodges (Pty) Ltd, who warrants that he/she is duly authorised hereto.

SIGNED at _____ on this the ____ day of _____ 20 _____

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