

GHOST MOUNTAIN

ZULULAND'S FINEST COUNTRY INN

GRAND PALACE TRADING 37 (PTY) LTD TERMS & CONDITIONS IN RESPECT OF TOUR OPERATOR BOOKINGS AT THE GHOST MOUNTAIN INN

Valid from 1 November 2020 to 31 October 2021

1. GENERAL

- 1.1. In this document ("Ts and Cs"), Grand Palace Trading 37 (Pty) Ltd (Company Registration number 2002/026470/07) ("GMI") shall mean Grand Palace Trading 37 (Pty) Ltd trading as Ghost Mountain Inn.
- 1.2. "Guests" shall refer to all confirmed and prospective guests of the Ghost Mountain Inn, and, where applicable, shall include the agent, operator or other person making bookings on behalf of such guests.
- 1.1. This agreement and its interpretation shall be subject to South African Law.
- 1.2. These terms & conditions shall apply to all reservations made with the Ghost Mountain Inn. However, if there is a conflict between these Ts and Cs and any other terms and conditions applicable to the Ghost Mountain Inn, and/or applicable to reservations and/or bookings made at the Ghost Mountain Inn, these Ts and Cs will prevail. Amendments to these Ts and Cs shall only be of force and effect if in writing and agreed by the parties.
- 1.3. All accommodation reservations require a pre-payment/deposit in accordance with GMI's prevailing reservation and booking policies from time to time. Should pre-payments/deposits not be received in time, GMI has the right to cancel the applicable accommodation reservation.
- 1.4. You may not publish our rates in print or electronic media at a lesser rate than our listed rack rate.
- 1.5. Check-in time for both the Ghost Mountain Inn is 14h00 and check-out time is 11h00. On request, GMI may agree to alternative times, but this is in the discretion of General Manager/s of the Ghost Mountain Inn. Any request for variations to these times must be made prior to guests' arrival.
- 1.6. Guests are advised to take out a suitable travel insurance policy to protect against unforeseen cancellation, delays, injury, loss or any other prejudice of whatsoever cause. GMI will not be held liable for any loss or damage occasioned by any such unforeseen cancellation, delays or injury, loss or any other prejudice of whatsoever cause suffered by any guest or by any tour operator or booking agent.
- 1.7. All reservation amendments, variations or cancellations must be submitted by e-mail to gmi@ghostmountaininn.co.za and shall only be valid if accepted and confirmed in writing by GMI.
- 1.8. GMI reserves the right to at any time cancel a provisional booking/reservation should GMI have a request for a confirmed booking over the same dates. The guest will however be given a 48-hour period to first confirm the existing provisional booking prior to its cancellation. If the guest does not confirm the booking and pay the requisite deposit within this 48-hour period, the provisional booking shall be cancelled with immediate effect.

2. RATES

- 2.1. All rates are quoted in ZAR and include VAT at 15% as well as the South African National Tourism levy. Rates provided by GMI in terms of this agreement are confidential rates, and may not be published, divulged or provided to third parties for on-sale, or for any other reason, at a lesser rate than GMI's published rack rate, and without additional land arrangements, flights, transfers or tours being added.
- 2.2. Ghost Mountain Inn rates exclude a 1% Tourism levy which will be charged at 1% of the accommodation rate.
- 2.3. GMI reserves the right to amend its published rates without notice.

3. DEPOSIT, CANCELLATION & COMPLIMENTARY POLICIES

3.1. INDEPENDENT TRAVELLER (F.I.T) POLICY (1 - 10 pax)

- 3.1.1. Any reservation consisting of 10 pax or less shall be considered a FIT reservation.
- 3.1.2. No FIT reservation shall be confirmed until a 10% non-refundable deposit is received. This deposit must be received by GMI within 14 days of reservation being made, failing which GMI may cancel the reservation and the reservation will be released. Deposits are calculated for the full duration of the stay.

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3.1.3. FIT Cancellations:

The following amounts are payable if a FIT reservation is cancelled:

- 10% of the quoted rate where cancellation is received less than 60 days prior to arrival date.
- 45% of the quoted rate where cancellation is received less than 30 days prior to arrival date.
- 90% of the quoted rate where cancellation is received less than 14 days prior to arrival date.
- 100% of the quoted rate for a no-show booking.

3.1.4. Full payment must be received 30 days prior to arrival date to secure the reservation failing which GMI may cancel the reservation and the reservation will be released.

3.1.5. All extra costs are to be settled directly by the guests on departure.

3.2. GROUP POLICY (11 – 49 pax)

3.2.1. Any reservation consisting of 11 – 49 pax shall be considered a group reservation. Any reservation for 50 + pax and/or which requires 30 or more rooms shall be considered an “event booking”. For event bookings, please refer to point 3.3 below.

3.2.2. No group reservation is secure / confirmed until a 20% non-refundable deposit is received. This deposit must be received by GMI within 21 days of the reservation being made, failing which GMI may cancel the reservation and the reservation will be released. Deposits are calculated for the full duration of the stay.

3.2.3. For any groups that are being “forward sold” please refer to the attrition policy in point 4 below.

3.2.4. Group Cancellations:

The following amounts are payable if a group reservation is cancelled:

- 20% of the quoted rate where cancellation is received less than 90 days prior to arrival date.
- 50% of the quoted rate where cancellation is received less than 60 days prior to arrival date.
- 90% of the quoted rate where cancellation is received less than 30 days prior to arrival date.
- 100% of the quoted rate for a no-show booking.

The above cancellation rates shall also apply in the event of a reduction in rooms / delegate numbers.

3.2.5. Full payment must be received 30 days prior to arrival date to secure the reservation, failing which GMI may cancel the reservation and the reservation will be released.

3.2.6. All extras are to be settled directly by the guests on departure.

3.2.7. Complimentary policy - For every 11 rooms booked, the 12th room will be on a complimentary basis as per the reservation category. A maximum of 2 complimentary rooms per group shall be allowed.

3.3. EVENTS POLICY (50 + pax)

3.3.1. Any reservation for 50 + pax and/or which require 30 or more rooms shall be considered an “event booking”.

3.3.2. GMI reserves the right to request agents and/or guests to sign and agree a separate events contract should it deem necessary.

3.3.3. No reservation is secure / confirmed until a 20% non-refundable deposit is received. The deposit must be received by GMI within 21 days of the reservation being made, failing which GMI may cancel the reservation and the reservation will be released. Additional deposit requirements may apply to event bookings and, if applicable will be agreed between the parties in the separate events contract at the discretion of GMI. Deposits are calculated for the full duration of the stay.

3.3.4. Event Cancellations:

The following amounts are payable if an event is cancelled:

- 20% of the quoted rate where cancellation is received less than 120 days prior to arrival date.

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50% of the quoted rate where cancellation is received less than 90 days prior to arrival date.

90% of the quoted rate where cancellation is received less than 60 days prior to arrival date.

100% of the quoted rate for a no-show booking.

The above cancellation rates shall also apply in the event of a reduction in rooms / delegate numbers.

3.3.5. Full payment must be received 60 days prior to arrival date to secure the booking. Failure to do so will result in the booking being released. Additional deposit terms may apply and will be agreed in a separate events contract at the direction of GMI.

3.3.6. All extras are to be settled by the guests on departure.

3.3.7. Complimentary policy - For every 11 rooms booked, the 12th room will be on a complimentary basis as per the reservation category. A maximum of 2 complimentary rooms per group shall be allowed.

4. GROUP ATTRITION / ALLOCATION POLICY

4.1. This policy is applicable for groups being "forward sold" ("group allocation").

4.2. For this policy to apply the reseller agent must request a provisional booking from GMI for a group or event in writing from reservations. Information that will be required by GMI includes, but is not limited to, the name of the originating agent /reseller that will be marketing and making the re-sales, how the bookings will be promoted, advertised and/or marketed, detailed times lines and any other information GMI may require.

4.3. GMI reserves the right to decline any group allocation request should the information supplied not be adequate, or for any other reason whatsoever, in GMI's discretion.

4.4. For a group allocation booking;

120 days prior to the arrival date GMI will request an update regarding the booking status and sold "re- sales". GMI reserves the right to cancel unsold "re-sale" bookings.

At 90 days prior to the arrival date, GMI's usual group terms and conditions will apply.

The final confirmed rooming list must be given to GMI 30 days prior to the arrival date.

4.5. For event bookings, please refer to point 3.3 above

5. CHILDREN POLICY

5.1. Accommodation

5.1.1. The following children's rates and policy will apply;

0 to 12 years old	Complimentary accommodation only. All meals and other charges for room account.
13 to 15 years old	50% of bed and breakfast, per person sharing rate
16 + years old	will be considered an adult, and adult rates will apply

5.1.2. Two children sharing with 2 adults can only be accommodated in Garden rooms and one and two bedroom Suites

5.1.3. One child sharing with 2 adults can only be accommodated in a certain Standard rooms, Garden rooms, Mountain Rooms and one and two bedroom Suites

5.1.4. All children staying in their own room will pay full paying adult rates based on the room category.

5.2. Spa

No children under 16 years are allowed in the Spa

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5.3. Ghost Mountain Gym

14 years and over	May use the gym without adult supervision
12 to 13 years	Require adult supervision in the gym
Under 12 years old	Not allowed in gym

6. DRIVER AND GUIDE POLICY

6.1. The following policy will apply to Drivers and Guides

1 to 10 Rooms booked	50% off Bed and Breakfast rate for 1 x driver and 1 x tour guide room
11 Rooms and over booked	Complimentary Bed & Breakfast accommodation for 1 x driver and 1 x tour guide room

6.2. The GMI deposit and cancellation policy mentioned above in point 3 (depending on group size) also applies to the above Driver & Guide policy.

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7. PAYMENT DETAILS

7.1. Banking Details

Account Name Grand Palace Trading 37 (Pty) Ltd
First National Bank, Durban Corporate Branch
Branch Code 223626
Account No 62054054003
Bank Sort Code 223626
SWIFT/BIC FIRZAJJ

- 7.2. All bank charges are the responsibility of the guest / agent making the relevant bank transfer.
- 7.3. Full payment for all reservations must be received prior to arrival date and clause 3 will apply as applicable to the relevant reservation. Full payment must be made, without deduction or set-off.
- 7.4. First National Bank exchange rates will apply for currency conversion purposes.
- 7.5. Only Master Card, Visa and American Express are accepted for prepaid reservations.
- 7.6. Payments must be received by GMI on/by the dates stipulated in these Terms and Conditions , failing which GMI reserves the right to collect payment directly from guests on arrival. Delays in postal services and mislaid payments are the responsibility of the person making the reservation and/or the payment.
- 7.7. Guests are advised to pre-book all services such as restaurant bookings, Spa treatments and Safari reservations well in advance, as GMI cannot guarantee availability on arrival.
- 7.8. GMI reserves the right to offer all special rates and packages, strictly subject to availability, on the day of reservation.
- 7.9. GMI is not responsible, nor can it be held liable, for any inaccuracies or changes in respect of any information contained or published on the Ghost Mountain Inn website or any brochures or other promotional or marketing material.

8. RESPONSIBILITY

To the fullest extent permitted by law:

- 8.1. Neither GMI, nor any person acting for or on behalf of or employed by GMI will be liable for any loss, damage or injury whatsoever and howsoever arising including, without limitation, all direct and indirect, consequential and special losses or damages, sustained by any agent, guest or person making a reservation, or staying at the Ghost Mountain Inn, from or in connection with the travel undertaken by the agent or any guest with GMI and/or in connection with any reservation made.
- 8.2. The person making the reservation indemnifies and holds GMI, its directors, employees and agents, harmless against any and all claims made by any guest arising from loss, injury, death, illness, delays, theft, fines, taxes or other fiscal charges or penalties or any other claims whatsoever and howsoever arising and whether or not any such claim arises as a result of any act or omission of GMI, a member of its staff or any other person, unless due to GMI's gross negligence or wilful misconduct.

9. FORCE MAJEURE

- 9.1. "Force Majeure" means, in relation to GMI, any circumstances beyond the reasonable control of GMI and/or its suppliers. GMI shall not be liable or considered in breach of this agreement as a result of any delays or failures of performance of its obligations under this agreement if and to the extent that such delay or failure is caused by a Force Majeure event. If a Force Majeure event occurs, GMI shall notify you as soon as reasonably possible of the nature and extent of the Force Majeure event.
- 9.2. If GMI or any of its suppliers are affected by Force Majeure it shall be entitled to, and may in its sole and absolute discretion, vary or cancel any booking. Payment of any refund by GMI to you as a result of the non-performance of any of GMI's obligations hereunder shall remain at its sole and absolute discretion. In all cases GMI shall be entitled to deduct from any refund recoverable, the reasonable actual and potential costs to GMI of the Force Majeure.

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- 9.3. Where a Force Majeure event has occurred, it shall remain GMI's sole and absolute discretion whether or not to proceed with the booking/reservation. If, after having made all reasonable and proper enquiries GMI is of the opinion that the booking/reservation may proceed, and your clients choose to cancel their booking/reservation, no refund will be payable to them.

10. DATA PROTECTION

The GMI:

- 10.1. may be required to process personal information in order to fulfil its obligations in terms of these Terms and Conditions and the discloser of information consents to GMI processing such personal information, and further undertakes that he has the authorisation to disclose such information;
- 10.2. may process personal information which includes, but is not limited to, personal and/or business details, email addresses and other contact details, billing information and any documents and forms which are submitted to GMI;
- 10.3. will abide by applicable data privacy laws in connection with these Terms and Conditions, including, but not limited to, the Protection of Personal Information Act, No. 4 of 2013 and the European Union's General Data Protection Regulation 2016/679, where applicable;
- 10.4. will take all reasonable appropriate technical and organisational security measures to ensure that data supplied to it ("discloser's data") is protected against loss, destruction and damage, and against unauthorised access, use, modification, deletion, disclosure or other misuse;
- 10.5. will take reasonable steps to identify all reasonably foreseeable internal and external risks posed to the discloser's data in GMI's possession or control and establish and maintain appropriate safeguards against any risks identified. The safeguards shall be updated continually in response to new risks or deficiencies in previously implemented safeguards;
- 10.6. will ensure that its technology, including all databases, systems, network and equipment on which the discloser's data is processed as part of fulfilling his obligations in terms of these Tc and Cs, shall at all times be in a standard no less than the standards which are in compliance with the best industry practice for the protection, control and use of the discloser's data and conform to the disclosing party's reasonable requirements;
- 10.7. shall ensure that its employees, suppliers, agents and sub-contractors shall, in respect of the discloser's data:
- 10.7.1. do not process any of the discloser's data for any purpose other than to the extent necessary to fulfil our obligations under this agreement;
- 10.7.2. at all times strictly comply with all the provisions and requirements of any of the disclosing party's protection policies and procedures which may be in force from time to time;
- 10.7.3. comply with any reasonable request made or direction given by disclosing party in connection with the requirements of any data protection and other laws governing the provision of the services under this agreement;
- 10.7.4. not do or permit anything to be done which might jeopardize or contravene any data protection and other laws governing the provision of the services under this agreement;
- 10.7.5. not disclose the discloser's data without the written authority of the disclosing party (except for the purposes of fulfilling its obligations under these Tc and Cs), and immediately notify the disclosing party where it becomes aware that a disclosure of discloser's data may be required by law; and
- 10.7.6. immediately notify the disclosing party when it becomes aware of a breach of this clause.

11. ACCEPTANCE

By confirming a reservation with GMI you hereby accept the terms and conditions set out in this document.