

### ARRIVAL AND CHECK-OUT TIMES

Rooms are available for new arrivals from 12 noon on the date of arrival. Rooms should be vacated by 10:00a.m on the date of departure. Special considerations may be made for extended departure time subject to availability.

### AGENT FAM TRIP RATES

Agent fam trip rates are not applicable for Peak season, Christmas and Easter season. Agent rates are on request basis and are subject to availability.

### BOOKING POLICY

Any Agent must send an official booking voucher for the booking to be reserved. Telephone enquiries do not guarantee reservation of bookings. A deposit payment does not prove that the reservation is confirmed and is not entitled to a confirmation voucher.

In the peak season, priority will be accorded at Mara Simba Lodge to bookings staying in atleast one (1) other Simba Lodges properties.

### PAYMENT POLICY:

- i) Any Agent who enjoys credit facilities with Simba Lodges will make payment in full within 30 days of days of the presentation of an invoice. Simba Lodges reserves the rights to withdraw the credit facility without prior notice.
- ii) Any Agent that does not enjoy credit facility is required to make full payment of invoice prior to final confirmation of the reservation.
- iii) In the event that full payment is not made within the time specified, Simba Lodges may terminate at its discretion forthwith and thereafter have no obligation to provide room for the Agent.
- iv) In the event that no payment is made or Agent has not made full payment and clients have arrived at the property, Simba Lodges reserves the rights to request cash payment directly from the clients at rack rate subject to room availability.
- v) Deposit requirement during Peak season, Christmas and Easter Season - A 50% deposit of the total value of the booking will be payable and balance is due 45 days prior to arrival.
- vi) Simba Lodges may require the Agent to make a deposit for any bookings or on request basis.
- vii) Payments made via cheque are required to be paid at least 7 working days prior to arrival to ensure cheque clearance.
- viii) In the event a cheque is returned by the bank as 'unpaid' for any reason, the Agent shall replace the cheque within forty-eight (48) hours with a Bankers Cheque or Cash. Additionally, the returned cheque will be charged USD 60.00. Failure to replace the unpaid cheque within forty-eight (48) hours will constitute a breach/default of this Agreement and Simba Lodges reserves the right to cancel or nullify this Agreement.
- ix) Any dispute regarding an invoice must be received by our credit department within 14 days of the date of invoice and only the amount in dispute deducted from payment.
- x) Late payment will attract our interest of 20% if the invoice is not paid within the agreed time period.
- xi) The Agent agrees to pay any and all fees, including Court Costs, Legal Fees and any other expenses incurred by Simba Lodges in the collection of unpaid invoices, returned cheques or default of payment.

### CONFERENCE RATES

The rates stated in this contract are not to be used for conferencing. Kindly contact [sales@simbalodges.com](mailto:sales@simbalodges.com) for conferencing, events and team building requests.

### REFUNDS

In the event clients arrive late or request for an early departure, no refund or compensation will be granted.

### APPLICABILITY

This contract is valid for non-residents only and for leisure business only. Proof of residency and identification are required upon check-in. These rates are not to be used for onward distribution to any Third parties, on-line travel/hotel booking websites.

### VARIATION

In the event of a change in exchange rates or any government taxes/levies, Simba Lodges reserves the right to adjust the rates of this Agreement accordingly without prior notice.

### FORCE MAJEURE

Simba Lodges will not be held liable to the Agent or its clients for unfulfilled accommodation, services or contractual obligations that result from Force Majeure or any circumstances beyond control of Simba Lodges. Such occurrences include cases of war, acts of terrorism, insurrection, political upheaval, labour disputes, strikes, laws or regulations, boycotts, epidemics, natural disasters, contagious diseases or other circumstances of any kind or nature that unfavourably affect the operations at Simba Lodges.

### INSURANCE

The Agent must ensure that their clients have a comprehensive insurance cover for their itinerary and for medical expenses, emergency evacuation, cancellation, personal belongings and money.

### LIABILITY

Simba Lodges does not accept responsibility for any incident of any nature involving any client who is/are at any property(ies), nor while travelling to or from any property(ies).

### BREACH OR DEFAULT OF CONTRACT AGREEMENT

In the event the Agent fails to comply with any of the above terms set out in this Agreement, Simba Lodges will consider the Agent in breach and/or default of this Agreement. This Agreement will be considered invalid and Simba Lodges reserves the right to cancel any bookings for the Agent whether paid for or previously confirmed. Clearing the default does not guarantee the re-instatement of this Agreement and that any cancelled bookings will be re-instated.

### CONFIDENTIALITY

The Agent confirms and agrees that this Agreement is confidential to the Agent and the Agent shall not in any circumstance divulge or permit to divulge any part of this Agreement to a third party.

### ACCEPTANCE

In order to confirm the arrangements set forth herein, a signed copy of this Agreement must be received by Simba Lodges prior to bookings made against this Agreement.

Usage of this contract rates automatically signifies acceptance by the Agent for the above Contract Agreement.

### AUTHORIZATION:

For Simba Lodges:

Name: **SIMBA LODGES**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

For Agent:

Name: **OLANKA SAFARIS LTD**

Date: **22/01/2022**

Signature: \_\_\_\_\_

