



## Legal Notice

### 1. General disclaimer

Users using the website [www.mollothabagamelodge.com](http://www.mollothabagamelodge.com) receive no warranties and MolloThaba Game Lodge Shareblock Proprietary Limited (“Mollo Thaba”) makes no representations regarding any aspect of the site including but not limited to the operation of the site, the content of the site, the accuracy of information on the site or the goods and services advertised or referred to on the site. To the extent permitted by law neither MolloThaba nor any of its associates shall be liable for any damage, loss or liability of whatever nature arising from the use or inability to use the site or the services or content provided from and through this site.

The user’s usage of the MolloThaba website constitutes their acceptance of this general disclaimer and the terms, conditions and policies described below. MolloThaba reserve the right to, at any time, amend its terms, conditions and policies. These amendments will have immediate effect once posted on the website. We advise that users on a regular basis review the terms, conditions and policies for amendments and updates.

The terms, conditions and policies pertaining to any services appearing on these pages or sites shall be governed and interpreted in accordance with the laws of the Republic of South Africa and application for any of the services offered on these pages or sites will constitute the users consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of the terms and conditions pertaining to such services.

The information, opinions and the like expressed on this site are not professional advice and do not necessarily represent the official opinion of MolloThaba or any of its associates.

### 2. Website use

#### 2.1. Introduction

MolloThaba offers this website and the information contained therein to its stakeholders ranging from suppliers, guests and staff. All materials on this site constitute and offer information and insight into MolloThaba and do not constitute an invitation to transact business unless clearly stated as such. Commercial use of this site is strictly prohibited unless you obtain prior written consent from Mollo Thaba.

Limitation of Mollo Thaba’s liability is key and while MolloThaba want the users’ use of the website to be a positive experience, it must be stressed that this use has to be within the following boundaries:

- The user may only use this site to make legitimate reservations or purchases.
- The user is responsible for maintaining the secrecy of their passwords, login and account information.
- MolloThaba may, at any time and without advance notice or liability, terminate or restrict a user’s



access to all or any component of the site.

- The user may not use the site to: make any false, fraudulent or speculative reservation or any reservation in anticipation of demand; post or transmit any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.
- The user may not use information from this site in any type of bulk communications, including but not limited to, spam, junk mail, or chain letters, or for any other purpose that is unlawful.

### 2.2. Trademarks, Copyright, Licenses and Intellectual property

This website is solely for personal and non-commercial use. Trademarks, copyright, licenses and intellectual property made available on this website are owned by Mollo Thaba. Accordingly, content including but not limited to, graphics, databases, hyperlinks, private information, designs and agreements and any such similar or related materials are thus the property of MolloThaba and as such are protected from infringement by South African and international intellectual property laws.

If you wish to use content as limited by the previous paragraph, please contact MolloThaba via e-mail to obtain written consent to copy, distribute, reproduce, publish or transmit or use the information in any other form.

### 2.3. On-line reservations

The use of the website for on-line bookings and transactions are done in accordance with the applicable on-line reservations and cancellation policies.

### 2.4. Linking

#### 2.4.1. Hyperlinks to Mollo Thaba

No person, company or website may link to the MolloThaba website without written consent. Permission may be withheld or granted subject to such conditions MolloThaba may specify from time to time.

#### 2.4.2. Framing, in-line links, crawlers or metatags

No person, company or website may frame in-line links, crawler or metatag the MolloThaba website without written consent. Permission may be withheld or granted subject to such conditions MolloThaba may specify from time to time.

#### 2.4.3. Links provided to third-parties

The MolloThaba site may from time to time provide links to third party sites or resources. As MolloThaba has no control over such sites and resources, the user acknowledges and agrees that MolloThaba is not responsible for the availability of such external sites or resources, and does not



endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. The user further acknowledges and agrees that MolloThaba shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such site or resource.

### 2.5. Children

Persons under the age of 18 or who have not been legally emancipated may use this website if the intent is to view and gather information. If the intent is to transact, communicate, link or use information contained in the website then supervision of a parent or guardian is required. If the user represents that they are of a sufficient legal age or status when using this website, they will be legally bound by any legal obligations and liabilities that may arise out of the use of the website or its services being offered.

### 2.6. Warranties and limitation of liability

MolloThaba has made every effort to ensure information presented in the website is true and accurate. It is however accepted that MolloThaba will not be liable for any damages, losses or injury caused by, including but not limited to, any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus or line failure. It is also recorded that any information detailed on the website is not deemed as professional advice or instruction.

The user of the website also warrants to MolloThaba that every instruction and all information given shall be accurate, true and correct.

### 2.7. Submissions

As a company MolloThaba appreciates input and suggestions into ways to improve or alter operational and or business processes to improve products and services to patrons of its properties. MolloThaba has on-going projects and development teams looking at various ideas which could be similar to submitted suggestions.

To eliminate any possible misunderstanding, it is company policy not to accept unsolicited ideas, concepts, notes, drawings, suggestions or any information that may attach ownership debates. If the user feels strongly about a specific submission, they must be aware that once the submission is made it becomes the exclusive ownership of Mollo Thaba. This ownership attracts unrestricted use for whatsoever purpose commercial or otherwise, without compensation to the provider.

### 2.8. Digital signature provisions

The user represents and warrants that they have the legal right, power and authority to agree to these terms and conditions on their behalf and the member, buyer, supplier or other entity on whose behalf they may be acting while participating in the site. The user also warrants that their use of the website is completely valid, has legal effect, is enforceable, and is binding on, and non- refutable by the user and the member, buyer, supplier or other entity on whose behalf the user is acting.



## 2.9. Security

While reasonable measures are taken to ensure the security and integrity of information submitted to the MolloThaba site, MolloThaba cannot under any circumstances be held liable for any loss or other damage sustained by a user or users as a result of the intentional or accidental access by a third party.

## 2.10. Availability

MolloThaba will make its best efforts to ensure the availability of the system. It however does not guarantee availability and it will from time to time schedule routine maintenance that will impact on availability.

## 3. Privacy and protection of personal information policy

MolloThaba is aware of the need and legalities of Internet privacy and intends treating it in accordance with the following policy:

MolloThaba will take every precaution to protect users' information. When a user submits personal and private information to MolloThaba via the website, the information is protected both on-line and off-line.

MolloThaba confirms that it does use collection agents known as "Cookies" which enable servers to identify repeat users, user's location, monitor usage trends and to facilitate the on-going use of any on-line services. This tool ensures the user a more dynamic interaction with the MolloThaba website but is optional and may be switched off by denying cookies in the users' website settings.

MolloThaba uses Digital and Social Media Marketing (including but not limited to Google Adwords and Facebook Pixel) to advertise across the Internet. Digital Marketing will display relevant ads tailored to you based on what parts of the website you have viewed by placing cookies on your machine. These cookies do not in any way identify you or give access to your computer. Digital and Social Media Marketing allows MolloThaba to tailor its marketing to better suit the users' needs and only display ads that are relevant to the user.

MolloThaba will not sell, share, or rent this information to others in ways different from that which is disclosed in the website or in other forms of communication. MolloThaba will however disclose information in order to comply with applicable law, legal notices served on it, or in defending its rights or property.

## 4. Reservations and cancellation policies

### 4.1. Reservations

4.1.1. All rates quoted are on either a ten, six or four beds per night basis unless otherwise indicated.

4.1.2. All rates are for accommodation only inclusive of a maximum of two game drives per day on Black



Rhino Game Reserve and unless otherwise specified.

- 4.1.3. All bookings are subject to availability.
  - 4.1.4. Rooms will be kept until 20h00 on day of arrival unless otherwise assured or guaranteed.
  - 4.1.5. Full pre-payment of total reservation value is required in order to secure your booking.
  - 4.1.6. A reservation is updated to a **confirmed booking** on payment of a 50% deposit of the total reservation value. This amount is payable within 48 hours of making the reservation, failing which, the reservation will lapse.
  - 4.1.7. The balance of payment of the total reservation value is due 21 days prior to the date of arrival. Upon payment of 100% of the reservation value, the confirmed booking is updated to a **guaranteed booking**.
  - 4.1.8. Check-in is after 15h00 and check-out is before 10h00.
  - 4.1.9. Rates are non-commissionable unless stated otherwise.
  - 4.1.10. All accommodation bookings made on this website are subject to the MolloThaba conditions of residence.
  - 4.1.11. Rates are subject to availability and fluctuations.
- 4.2. Cancellations
- 4.2.1. MolloThaba Game Lodge reserves the right to refuse access to the property, the website, terminate accounts, remove or edit content, and to cancel bookings at our discretion. If we cancel a booking, it will be without charge to you.
  - 4.2.2. In the event of a confirmed or guaranteed booking being cancelled, the following cancellation fees will be charged:
    - 4.1.1.1. 5% of the total reservation value, provided that the cancellation is made more than 60 days in advance of the date of arrival.
    - 4.1.1.2. 50% of the total reservation value, if the cancellation is made 60 to 22 days in advance of the date of arrival,
    - 4.1.1.3. 100% of the total reservation value, if the cancellation is made 21 days or less in advance of the date of arrival.
    - 4.1.1.4. 100% of the total reservation value in the case of a NO SHOW.
  - 4.2.3. Guaranteed bookings will be held for first night only, after which the accommodation will be released.
  - 4.2.4. Postponement to dates within the same season and more than 21 days prior to arrival date will attract nil amendment fees, however postponements less than 21 days prior to arrival date will



be charged a 10% amendment fee.

4.2.5. The following methods of payment are accepted for bookings:

- Cash deposits/Credit Card/Debit Card/EFT.
- Cash bookings will only be reserved once proof of payment has been received.
- We reserve the right to withdraw or amend account facilities.

4.2.6. Rates may be subject to change.

4.2.7. Further terms and conditions may apply.

4.3. Other country specific on-line reservation and cancellation information

4.3.1 Rates quoted in South African Rands are inclusive of VAT @ 15%.

4.3.2 Rates exclude any tourism and/or conservation levies, which are in place or may be imposed in the future. All rates are based on present market conditions, levies, taxes, imposts, currency rate (against Namibian Dollar, US Dollar, British £ and the Euro), labour, products and service charges in the countries in which MolloThaba operates. MolloThaba reserves the right to amend quoted tariffs in its sole discretion should there be any changes in the above, which are beyond the reasonable control of MolloThaba and will materially impact the business of Mollo Thaba.

4.4. Travel Insurance

4.4.1. You are advised to take out comprehensive travel insurance, covering medical care, pre-existing medical conditions, emergency assistance, accidental disability and death, all force majeure events, theft and loss, cancellations and curtailments, personal liability, etc. for the duration of your stay.

4.4.2. Most credit cards offer very limited travel insurance. It is advisable to arrange for additional travel insurance to cover any and all eventualities through your insurance broker.

4.5 LODGES- Conditions of residence

4.5.1 The signatory to the registration card ("the guest"), by his or her signature, warrants that the guest is duly authorised to sign for and bind all persons accompanying the guest, or visiting the guest or his accompanying party ("the guest's party"), to these conditions of residence and, failing such authority, the guest agrees to be personally liable for all amounts arising from the residence of himself and the guest's party at the Lodge.

4.5.2 The guest and the guest's party agree to pay, not later than the time of departure (unless prior written arrangements have been made with the management of the Lodge), the room rate as determined by the Lodge for the period of the guest's and the guest's party's residence at the Lodge, together with any other amounts relating to such residence (including, without limitation, those in respect of food, beverages and any other services consumed by the guest and/or the guest's party during such residence), together with Value-Added Tax incurred by the guest and/or the guest's party during such residence.



Periodic payments must be made, on demand, if an account exceeds the credit limit designated by the Lodge. Invoices are payable on presentation to the guest and/or the guest's party.

- 4.5.3 A certificate from the Lodge management detailing the indebtedness of the guest and/or the guest's party, shall be presumed to be true for all purposes including any action instituted by the Lodge against the guest and/or any of the guest's party unless it is disproved by the guest and/or any of the guest's party.
- 4.5.4 In the event the guest and/or any member of the guest's party leaves behind goods at the Lodge, the Lodge will make all reasonable efforts to contact the guest in order to facilitate the return of the goods. In the event that goods remain unclaimed despite these reasonable efforts, and the lapse of a period of three months, the guest authorises the Lodge to dispose of the goods in any way that Management may determine. The guest also agrees to forfeit any rights to said, unclaimed, goods.
- 4.5.5 The guest hereby agrees, on behalf of himself and the guest's party, that it is a condition of the guest's/their residence at the Lodge that the Lodge shall not be responsible for any injury to or death of a guest or a member of the guest's party, or the loss of, damage to or destruction of any property of the guest and/or the guest's party, whether arising from fire, theft or any other cause, and by whomsoever caused, including arising from the negligence (other than gross negligence) of any person in the employ of the Lodge, or any of its management or agents.
- 4.5.6 The guest indemnifies and holds the Lodge, its management, employees and agents, harmless, to the maximum extent permitted in law, against all loss, liability, cost, damage or claim which the Lodge may suffer as a result of the guest's and/or the guest's party's (a) breach of these conditions of residence, and/or (b) their acts or omissions while resident at the Lodge, and/or (c) their death, injury or loss of property incurred whilst being transported to or from or travelling on the Lodge precinct and/or (d) the injury to or death of the guest or any member of the guest's party, or the loss of, or damage to any property of the guest and/or the guest's party, whether arising from fire, theft or any other cause, and by whomsoever caused, including arising from the negligence (other than gross negligence) of any person in the employ of the Lodge, or any of its management or agents.
- 4.5.7 The guest, on behalf of the guest and the guest's party, hereby consents to the jurisdiction of the Magistrate's Court in respect of any action or proceeding, which may arise in respect of these conditions of residence. Notwithstanding what is stated above, the Lodge shall be entitled to bring actions or proceedings in any other Court where such proceedings would, but for the foregoing consent, fall outside the jurisdiction of the Magistrate's Court. These conditions of residence shall be governed and interpreted in accordance with the laws of the country in which the Lodge is situated and no laws of any other jurisdiction will apply.
- 4.5.8 Where appropriate, the masculine gender shall include the feminine gender (or viceversa), and the singular shall include the plural.



- 4.5.9 The guest acknowledges, on behalf of himself and the guest's party, that any wireless or fixed line internet connections are unsecure, and that the guest/they use(s) the wireless internet connection provided by the Lodge at the guest's/their own risk.
- 4.5.10 The guest acknowledges, on behalf of himself and the guest's party, that the guest has been requested to read the fire notice in the rooms to be occupied by the guest and the guest's party and to ensure safer protection of valuables by utilising the room safe.
- 4.5.11 The guest acknowledges that the Lodge is situated in a game reserve containing wild animals (including reptiles and birds), insects and dangerous plants and that this constitutes an increased risk to the guest and the guest's party. The guest agrees on behalf of himself and the guest's party to obey all safety and conservation rules and regulations of the Lodge.
- 4.5.12 The room key issued to the guest identifies him as a resident of the Lodge, and should be carried with him at all times until 10h00 on the day of departure unless access has been

## **5. General Terms**

- 5.1 MolloThaba will not be held liable for any consequential damages of whatsoever nature and total liability will be limited to the extent allowed by law.
- 5.2 If any clause is above rendered invalid, illegal or unenforceable, the remaining provisions will remain applicable.
- 5.3 These Terms and Conditions are governed by South African Law and any dispute arising out of or related to a booking will be subject to the exclusive jurisdiction of the South African courts.
- 5.4 These Terms and Conditions constitute the entire agreement between You and Us and take precedence over any other documents. Should any amendment be required it must be done by way of a written amendment signed both parties
- 5.5 MolloThaba will not be liable to You or be deemed to be in breach of this Agreement by reason of any delay in performing or any failure to perform any of our obligations if the delay or failure was due to any cause beyond our reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond our reasonable control:
  - 5.5.1 act of God, explosion, flood, tempest or accident;
  - 5.5.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
  - 5.5.3 acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental or local authority;
  - 5.5.4 import or export regulations or embargoes;
  - 5.5.5 strikes, lock-outs or other industrial action or trade disputes (whether involving employees of Us or of third parties);



## MolloThaba Game Lodge: Terms and Conditions

5.5.6 power failures; or

5.5.7 delays with delivery due to adverse weather conditions.

5.6 MolloThaba reserve the right to terminate a booking should you be in material breach of these Terms and Conditions and fail to remedy such breach within 10 (ten) calendar days of receipt of written notice from us setting out the grounds of such material breach.

5.7 These terms and conditions super cede any prior agreements or representations written or oral.