



## TERMS AND CONDITIONS

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### 1. DEFINITIONS AND INTERPRETATION

In this agreement, the following terms shall have the meanings set forth:

**a) The Island River Lodge**

Refers to "THE ISLAND HOEDSPRUIT PTY LTD," registered under number 2014/198968/07, located at Moriah, Hoedspruit, 1380. Contact: [theislandsa@gmail.com](mailto:theislandsa@gmail.com), +27 82 729 6416, <https://www.island-river-lodge.co.za>.

**b) The Client**

The individual or agency making the booking.

**c) Arrival Date**

The scheduled check-in date.

**d) Deposit**

The payment required to secure the booking.

**e) Force Majeure**

Circumstances beyond control such as war, natural disaster, epidemics, strikes, etc.

**f) Voluntary Change**

Changes requested by the client that may incur additional costs.

**g) Involuntary Change**

Changes due to external factors like scheduled airline failure, bad weather, airport, or airline strikes and all other Force Majeure, which may result in additional costs including but not limited to cancellation, amendment and administration fees and cost of new services.

**h) Supplier**

Third-party service providers (airlines, car rentals, tour operators, etc.).

**i) Total Confirmed Price**

The total amount payable for all services booked.

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### 2. BOOKING PROCESS

**2.1 Booking Requests**

All booking requests, changes, and cancellations must be communicated in writing via email. Proof of delivery lies with the client.

**2.2 Provisional Bookings**

- Held for 14 days if the arrival is 61+ days away.
- Held for 7 days if arrival is between 31-60 days.
- Held for 3 days if arrival is less than 30 days away.

**2.3 Confirmation Requests**

The Island River Lodge reserves the right to release provisional bookings if no confirmation is received within 48 hours upon request.

**2.4 Guest Information Required**

To finalize a booking, the following information is needed:

- Full name and contact number
- Travel details
- Nationality
- Age (if under 12 years)

**2.5 Non-Refundable Deposits**

All deposits paid to secure a booking are **non-refundable** unless otherwise specified under the Force Majeure section. By making the deposit, the client agrees to this term.

### 3. PAYMENT TERMS

#### 3.1 Deposit and Balance Payments

- Non-refundable deposit required on confirmation of booking
- Balance payment is due 30 days prior to arrival.
- For bookings made less than 30 days before arrival, 100% of the total price is due immediately.

#### 3.2 Payment Methods

Payments should be made via direct transfer or a secure payment link. All bank charges must be covered by the client.

#### 3.3 Non-Payment Consequences

If both the deposit and balance payments are not received within the stipulated timeframes, The Island River Lodge reserves the right to cancel the booking without prior notice. In such cases, the deposit will be forfeited.

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### 4. CANCELLATION POLICY

#### 4.1 Standard Cancellation Fees

- 999+ days before arrival: Deposit non-refundable .
- 30-8 days before arrival: 70% of total booking cost.
- 7-0 days before arrival: 100% of total booking cost.

#### 4.2 Cancellations by The Island River Lodge

In the event of cancellations due to unforeseen circumstances, alternative services will be offered. If these are unacceptable, a full refund will be issued for the affected services only.

#### 4.3 Misquotations

The Island River Lodge will make every effort to avoid misquotations. However, we reserve the right to cancel a reservation without liability or penalty if an obvious error or omission leads to a significant cost implication. Additionally, if a price increase from a third-party supplier becomes applicable and the guest refuses to pay the difference, the affected service will be cancelled, and the guest will be refunded the original cost minus a 5% handling fee .

#### 4.4 Refunds

No refunds for no-shows, partially used services, or unused vouchers.

#### 4.5 Refund Processing

Refunds, if applicable, will be processed within 30 business days of the cancellation request being approved. All refunds are processed minus any applicable banking fees and a 5% handling fee.

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### 5. FORCE MAJEURE/PANDEMIC CANCELLATIONS/INVOLUNTARY CHANGE/VOLUNTARY CHANGE

#### 5.1 Force Majeure Cancellations

Force Majeure circumstances include government restrictions, border closures, or mandatory quarantine impacting travel plans.

#### 5.2 Qualifying Criteria for Force Majeure Cancellations

The following conditions must be met for a Force Majeure claim:

- a) Government restrictions in the guest's country of residence directly impact travel plans.
- b) Travel restrictions are imposed on the destination by the guest's country of residence.
- c) South Africa falls under official government-mandated lockdown or restrictions.
- d) Borders of South Africa or the guest's country of residence are closed to international travellers.
- e) International flights are cancelled with no alternative routing available to reach South Africa.
- f) A mandatory quarantine period is imposed by South Africa or upon the guest's return to their country of residence.
- g) The guest has contracted an illness and is in quarantine or under medical treatment up to 48 hours prior to travel.

#### 5.3 Case-by-Case Review

Each booking impacted by Force Majeure will be reviewed individually.

#### 5.4 Non-Qualifying Cancellations

Cancellations due to fear of contracting a WHO-recognized pandemic or the presence of comorbidities will not be considered valid grounds for waiving cancellation fees.

#### 5.5 Standard Cancellation Policy

If the criteria for Force Majeure are not met, the standard cancellation terms and conditions will apply.

#### 5.6 Standard Operating Procedure for Cancellations

In the event of cancellations due to Force Majeure or a pandemic where funds have been received, the standard procedure is to issue a credit note to the client for the amount paid. This credit can be used for future bookings.

#### 5.7 Postponements and Rate Changes

If bookings are postponed and the new travel dates fall into a period with different rates, guests will be responsible for any rate increases applicable to the new dates.

#### 5.8 Involuntary Change/Voluntary Change Cancellations

If a booking is cancelled or amended due to an Involuntary Change (e.g., flight cancellations, bad weather, strikes) or a Voluntary Change (e.g., client-requested amendments), proof of the reason must be presented in the email cancellation or amendment request. These cancellations or amendments will fall under travel insurance claims. The Island River Lodge will provide documentation of the cancelled or amended booking, which the client can submit to their travel insurance provider.

## 6. VACCINATIONS AND MEDICAL REQUIREMENTS

### 6.1 Client Responsibility

It is the client's responsibility to meet all vaccination and medical requirements. The Island River Lodge advises consulting healthcare professionals for guidance.

### 6.2 Travel Insurance

Clients must purchase comprehensive travel insurance covering medical emergencies, cancellations, and evacuation. The Lodge will not be liable for any costs arising from a lack of adequate insurance.

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## 7. VISA AND ENTRY REQUIREMENTS

### 7.1 Client Responsibility

Clients are responsible for ensuring they have the correct visas and travel documents for entry into South Africa and other destinations. The Island River Lodge will not be held liable for any issues arising from non-compliance with entry requirements.

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## 8. PERSONAL BELONGINGS

### 8.1 Client Responsibility

All baggage and personal belongings are the responsibility of the client. The Island River Lodge is not liable for loss, theft, or damage to personal belongings during the stay.

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## 9. PAYMENT INSTRUCTIONS AND SECURITY

### 9.1 Banking Details

Payments must be made as per the banking details provided in the official invoice. The Island River Lodge will not provide banking details via email body text for security reasons.

### 9.2 Payment Scams

The Island River Lodge will never send alternative banking details. Clients are advised to verify all payment details directly with the Lodge to avoid scams.

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## 10. LIMITATION OF LIABILITY

### 10.1 Scope of Liability

The Island River Lodge's liability is limited to the value of the services booked. The Lodge shall not be held liable for any indirect, special, incidental, or consequential damages, including but not limited to loss of profit, revenue, or business opportunity.

### 10.2 Client Responsibility

The client agrees that The Island River Lodge is not responsible for any damages, injuries, or losses incurred during their stay or travel. Clients must seek redress directly with the relevant third-party suppliers for any issues arising from their services.

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## 11. CHANGES TO TERMS AND CONDITIONS

The Island River Lodge reserves the right to amend these terms and conditions at any time without prior notice. The latest version will be available on the official website.

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## 12. APPLICABLE LAW AND DISPUTE RESOLUTION

These terms are governed by South African law. Any disputes shall be settled through arbitration in South Africa, unless mutually agreed otherwise.

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## 12. BANK ACCOUNT DETAILS

<b>Account Name:</b>	<b>THE ISLAND HOEDSPRUIT PTY</b>
<b>Bank Name:</b>	<b>LTD</b>
<b>Branch Name:</b>	<b>FNB (First National Bank)</b>
<b>Branch Number:</b>	<b>Hoedspruit</b>
<b>ACC number:</b>	<b>250655</b>
<b>Swift Code:</b>	<b>6259800681</b>
	<b>FIRNZAJJ</b>