

MADIKELA ADVENTURE RETREAT (PTY) LTD 2025/248864/07
(T/A MADIKELA PRIVATE GAME RESERVE/ MADIKELA GAME LODGE)

GENERAL TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 This Agreement as applicable to all Guest/s and their dependents and invitee/s. The Guest/s agree that there shall be compliance with this Agreement, as they form a binding agreement between the Guest/s and Madikela.
- 1.2 Right of Admission is reserved. All Guest/s enter Madikela property and use all facilities on a voluntary basis and at his or her own risk.
- 1.3 Admission is subject to acceptance of this Agreement.
- 1.4 There will be acceptance of this Agreement upon the making a booking, entering the Property and use of Madikela's services and facilities.

IT IS HEREBY AGREED AS FOLLOWS:

2. DEFINITIONS

- 2.1 "**Agreement**" means these General Terms and Conditions, of which the Privacy Policy and the Website Terms and Conditions form a part hereof and are incorporated herein by way of reference;
- 2.2 "**General Terms and Conditions**" means these terms and conditions stipulated in this document, as amended from time to time by Madikela, acting in its sole and absolute discretion;
- 2.3 "**Guest/s**" means all persons who enter the Property and /or book or make use of the facilities and / or services of Madikela, including their dependents and invitee/s;
- 2.4 "**Laws**" all laws of any relevant jurisdiction, whether constitutional, statutory or common law, national or provincial statutory instruments, municipal government by-laws, notices, regulations, ordinances, directives, orders or judgments of any court, tax or administrative or regulatory authority, central government, provincial government, municipal or any other body, ministry or department, practice of any government department, and/or any pricing mechanism, and "**Law**" shall have a corresponding meaning;
- 2.5 "**Madikela**" means Madikela Adventure Retreat (Pty) Ltd, Registration Number: 2025/248864/07 and / or Raskel Adventures (Pty) Ltd, Registration Number: 2024/447684/07;
- 2.6 "**Parties**" means collectively or any one of Madikela and the Guest/s, as the context may indicate, and "**Party**" shall have a corresponding meaning;
- 2.7 "**Privacy Policy**" means the latest privacy policy of Madikela, as published on the Website, as amended from time;
- 2.8 "**Property**" means Madikela Private Game Reserve, Vaalwater, Polokwane, 0530;
- 2.9 "**Website**" means the website at www.madikela.co.za;
- 2.10 "**Website Terms and Conditions**" means the latest Website terms and conditions of Madikela, as published on the Website, as amended from time.

3. BOOKINGS, DEPOSITS AND PAYMENTS

- 3.1 All bookings are to be requested in writing via:
- 3.1.1 E-mail to Info.Madikela@gmail.com or info@madikela.co.za; or
- 3.1.2 WhatsApp to 083 759 0088;
- 3.1.3 Applicable booking platforms.
- 3.2 A 50% Deposit is payable within 24 (twenty-four) hours to confirm and secure the booking.
- 3.3 Balances are payable prior to or on arrival.
- 3.4 Please use the reference provided when making payment and send proof of payment to info@madikela.co.za.
- 3.5 Please note that accommodation options cannot be booked over the maximum available occupancy.
- 3.6 No additional Guests will be accepted than what is booked for. If Guests arrive with a party which is more than has been booked for, including children, an additional room must be booked, subject to availability.

4. CANCELLATION POLICY

4.1 All cancellation requests are to be directed to info@madikela.co.za.

4.2 Cancellations will be granted, subject to deduction of the following amounts (which the Guest confirms is reasonable under the circumstances):

4.2.1 50% of the deposit will be forfeited if the booking is cancelled 30 - 7 days prior to arrival;

4.2.2 100% of the deposit will be forfeited if the booking is cancelled less than 7 days prior to arrival, including non-arrivals.

4.3 Any bookings cancelled at any stage will attract also attract a R200.00 administrative fee.

4.4 Madikela will not be held liable for incorrect dates or chalets booked.

5. CHECK-IN AND CHECK-OUT

5.1 Check-in time is from 14:00 to 19:00.

5.2 No early arrivals will be accepted, unless pre-arranged, and subject to availability.

5.3 Check-out time is 10:00.

5.4 Later departures can be pre-arranged at an additional pro-rata hourly fee, subject to availability.

6. OWN RISK

6.1 All Guest/s enter the Property and uses the services and facilities entirely at their own free will and risk.

6.2 The Guest/s acknowledge that there are dangerous animals, reptiles, insects and plants situated in the Property and are aware of the inherent risks associated therewith.

6.3 The Guests further acknowledge that the Property is a private game reserve, where wild animals roam freely and are not constrained or fenced off from Guests.

6.4 The Guest/s confirm that they are aware of the risks with regard to use of the Property and its services and facilities may include, but not necessarily be limited to:

6.4.1 Attacks or injury by wild and dangerous / venomous animals, reptiles, birds and insects;

6.4.2 Ingestion of poisonous plants;

6.4.3 Sunburn / sunstroke;

6.4.4 Motor vehicle accidents;

6.4.5 Crime;

6.4.6 Drowning. There are no life guards on duty, and parents / guardians will be required to closely monitor children when they are swimming.

6.5 All Guest/s bringing minor children confirm that they act as the parent and / or legal guardian of the children staying on the Property and using its facilities. The Guest/s confirm that he / she / they are legally entitled to grant permission for the child/ren to stay on the Property and utilize all services and facilities, and accept responsibility for the children, including the responsibility to ensure the safety and security of the child / children on the Property, including use of the services and the facilities at their own risk.

6.6 The Guest/s warrant that they and any minor children are in good health and are able to make use of the facilities situated on the Property.

6.7 The Guest/s acknowledge that Property is in a remote location, with various amenities and facilities not being immediately available, including medical facilities. Guest/s are therefore expected to take / make their own precautions arrangements in this regard.

6.8 Guest/s will be held liable for any intentional or negligent damages which they and / or their invitee/s cause to any Property or person, whether intentional, negligent, or by way of omission. Madikela will have the right to charge Guest/s a replacement or repair fee (in their discretion) for any damages caused.

7. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

7.1 Madikela shall not be bound by any representation, understanding, warranty, quotation, offer, agreement, undertaking, promise or the like not recorded in this Agreement and / or its official communication / advertising.

7.2 In the interest of the safety and security of all persons, Guest/s consent to random searches and routine checks and shall at all times adhere to the instructions of Madikela managers and staff.

8. COMPLIANCE WITH MANAGEMENT

8.1 Guest/s agree to obey any and all reasonable instructions of Madikela management and / or staff, as well as all rules, policies and procedures of Madikela.

8.2 The Guest/s shall, on request of Madikela, deliver to Madikela any ID documents, passports, VISA's or other applicable documentation.

8.3 The Guest/s shall comply with the requirements of all Laws.

9. PETS

- 9.1 In the event of Guest/s intending to bring pet/s with them, prior approval from Madikela shall be obtained.
- 9.2 Guest/s bring all pets onto the Property at their own risk.
- 9.3 Guest's will ensure that pets are well behaved, and to clean up after them at all times.
- 9.4 No pets will be allowed on the beds.
- 9.5 For the security of everyone, pets will be required to be on leash or in a suitable carrier when in communal areas, or as otherwise required by Madikela.
- 9.6 Guest's will remain responsible for the pets at all times, including for any damage which they may cause, including any injury or death to any wild animals or other guests.
- 9.7 Madikela will not be held responsible for any injury or damage caused by pets, and the Guest/s hereby indemnify Madikela from any claims brought by any third party against it in this regard.
- 9.8 Madikela reserves the right to refuse to allow any pet/s on the Property, or to withdraw its consent for the continued occupation of any pets, at any stage.

10. INDEMNITY, LIABILITY AND INSURANCE

- 10.1 The Guest/s confirm that he / she / they are adults and / or act on behalf of minor children, and are of sound body and mind and hereby agree, on behalf of themselves, their executors, assigns, heirs and dependants, to indemnify and hold harmless the members / shareholders, staff and service providers of Madikela, as well as any and all of their associate companies, members, concession holders, land owners, organisations, or persons acting for, or on their behalf, from all claims from liability, demands, actions, and causes of action of any sort arising out of injury to person or out of death or injury or loss to any property, howsoever caused (including negligence), on or off their Property.
- 10.2 The Guest/s therefore assume all risks of injury / loss to person and to their property that may be sustained in connection with their stay on the Property and use of the facilities and services of Madikela.
- 10.3 Madikela and/or its members and/or directors and/or employees and/or agents and/or suppliers will under no circumstances be liable for any indirect, consequential or special loss or direct damages or penalties no matter what the cause.
- 10.4 The indemnity will apply irrespective of any act, omission or negligence, gross or otherwise on the part of Madikela and/or its members and/or directors and/or employees and/or agents and/or suppliers.
- This clause 10 shall survive the termination of this Agreement for any reason whatsoever.

11. FORCE MAJEURE

No failure or omission by Madikela in the performance of any service or obligation shall create any liability if the same arises on account of force majeure, directly or indirectly, which shall include any event or cause beyond the control of Madikela, including but not restricted to acts of God, acts or omissions of any government, or agency thereof, rebellion, insurrection, riot, sabotage, invasion, quarantine, restrictions, strike, work stoppages, power outages, including load shedding, power failures or other mechanical failure, lock out and transportation embargoes, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, plague, pandemics, epidemics, computer viruses.

12. CONSENT TO PROCESS PERSONAL INFORMATION

Madikela reserves the right to obtain, hold or otherwise process personal information as defined and in accordance with the Electronic Communications and Transactions Act, 2002; the Regulation of Interception of Communications and Provision of Communication-Related Information, 2002 (RICA) and the Protection of Personal Information Act, 2013 (POPIA) to any of its partners, directors or other officers for the purpose of carrying out its business and any associated activities.

The Guest/s consent to Madikela obtaining, holding and / or otherwise process personal information in accordance with the Privacy Policy.

13. DOMICILIUM

13.1 The Parties choose as their respective *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of payments, court process, notices or other documents or communications of whatsoever nature, the following addresses: -

MADIKELA:

Physical Address: Madikela Private Game Reserve, Vaalwater, Polokwane, 0530;
Email: info@madikela.co.za

GUEST/S:

Details as provided in the booking forms / process.

13.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if given in writing, but it shall be competent to give notice by email.

14. GOVERNING LAW AND JURISDICTION

The validity of this Agreement, its interpretation, implementation, enforcement, the respective rights and obligations of the Parties and all other matters arising in any way out of it, or its expiration or earlier termination for any reason whatsoever, shall be governed by and construed in all respects in accordance with the laws of the Republic of South Africa.

15. SEVERABILITY

15.1 The parties acknowledge that each provision of the Agreement is separate. If any provision of the Agreement is or becomes illegal, invalid or unenforceable for any reason whatsoever, it must be treated as if it had not been included in the Agreement.

15.2 The provisions of this clause do not:

15.2.1 make the rest of the Agreement illegal, invalid or unenforceable; or

15.2.2 affect the legality, validity or enforceability of any other provision of this Agreement as a whole.

16. GENERAL

16.1 Madikela reserves the right to modify, suspend or cancel any of its services or facilities in their entirety without notice and without repercussion.

16.2 Madikela shall be entitled to amend or revise any of the provisions contained in these General Terms and Conditions.

16.3 Any waiver, indulgence, relaxation or extension of time of any of these General Terms and Conditions will be effective only in the specific instance and reduced to writing.

16.4 No latitude, extension of time or other indulgence which may be given or allowed by either Party to any other Party in respect of the performance of any obligation hereunder or the enforcement of any right arising from this Agreement and no single or partial exercise of any right by any Party shall under any circumstances be construed to be an implied consent by such Party or to operate as a waiver or a novation of, or otherwise affect any of that Party's rights in terms of, or arising from this Agreement, such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

16.5 The Guest/s hereby acknowledge and agree that all of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances.

16.6 No addition or modification to any provision of this Agreement will be binding on the parties unless made in writing and signed by an authorized representative of Madikela.

16.7 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement shall preclude such party thereafter from exercising its rights strictly in accordance with this Agreement.

16.8 To the extent permissible by law no party shall be bound by any expressed or implied term, representation, warranty, promise or the like that is not recorded herein, whether it induced the contract and/or whether it was negligent or not.

17. INTERNATIONAL PACKAGE BOOKINGS

17.1 Application

17.1.1 This section applies to all Guest/s who book an international all-inclusive package with Madikela ("the Package"), which may include accommodation, meals, transport, and guided activities or excursions.

17.1.2 This section must be read together with the General Terms and Conditions.

17.1.3 In the event of any conflict between this Section 17 and the General Terms and Conditions, the provisions of this Section 17 shall prevail **only to the extent of such conflict**.

17.2 Reservations, Deposits and Payments

17.2.1 A deposit equal to 50% (fifty percent) of the total Package price is required to secure a booking.

17.2.2 The balance of the Package price is due and payable no later than 45 (forty-five) days prior to the scheduled arrival date.

17.2.3 No booking shall be deemed confirmed until:

17.2.3.1 the required deposit has been received; and

17.2.3.2 written confirmation of availability has been issued by Madikela.

17.2.4 Guest/s may secure pricing prior to confirming travel dates; however, all dates remain strictly subject to availability at the time of confirmation.

17.2.5 All payments must be made via bank transfer unless otherwise agreed in writing.

17.2.6 Prices quoted in foreign currency are subject to exchange rate fluctuations and may be adjusted prior to confirmation of the booking.

17.3 Cancellations and Refunds

17.3.1 All cancellations must be submitted in writing to Madikela.

17.3.2 The following cancellation terms shall apply:

17.3.2.1 A full refund, less a non-refundable administrative fee of USD \$100 (one hundred United States Dollars) per Guest, will be granted where cancellation occurs within 6 (six) months of the deposit being paid.

17.3.2.2 A 50% (fifty percent) refund of all amounts paid will be granted where cancellation occurs more than 6 (six) months prior to the scheduled arrival date.

17.3.2.3 No refund shall be payable where cancellation occurs less than 6 (six) months prior to the scheduled arrival date.

17.3.3 No-shows and early departures shall be non-refundable.

17.3.4 Guest/s acknowledge and agree that the above cancellation charges constitute a reasonable pre-estimate of damages and losses likely to be suffered by Madikela.

17.3.5 Madikela shall not be liable for any losses incurred by Guest/s in respect of third-party arrangements, including but not limited to flights, visas, insurance, or other travel-related costs.

17.4 Rescheduling

17.4.1 Madikela may, at its sole discretion, allow Guest/s to reschedule their booking.

17.4.2 Any rescheduling shall:

- be subject to availability;
- be subject to applicable rate adjustments; and
- take place within 24 (twenty-four) months of the original booking date.

17.5 Travel, Transfers and Delays

17.5.1 Airport transfers shall be included only where expressly stated in the Package.

17.5.2 Guest/s must notify Madikela once flight arrangements have been made and must provide full and accurate final flight details no later than 15 (fifteen) days prior to arrival.

17.5.3 Guest/s are responsible for ensuring that all flight information provided is accurate and up to date, including any changes or delays.

17.5.4 Failure to provide accurate and timeous flight details may result in missed transfers or additional transfer arrangements, and any associated costs shall be for the account of the Guest/s.

17.5.5 Madikela shall not be liable for:

- flight delays, cancellations, or missed connections;
- failure by Guest/s to provide accurate or timeous travel information;
- any resulting costs, delays, or disruptions.

17.6 Excursions and Third-Party Services

17.6.1 Certain activities and excursions included in the Package may be operated by independent third-party service providers.

17.6.2 Participation in such activities may be subject to additional terms, conditions, and indemnities imposed by the relevant third party.

17.6.3 To the fullest extent permitted by law, Madikela shall not be liable for any act or omission of such third-party providers.

17.6.4 All activities are subject to weather conditions, safety considerations, and operational requirements, and may be modified, substituted, or cancelled at Madikela's discretion.

17.6.5 Wildlife sightings are not guaranteed.

17.7 Health, Medical and Travel Requirements

17.7.1 Guest/s are solely responsible for:

- obtaining valid passports, visas, and entry permits;
- complying with all health, vaccination, and travel requirements;
- ensuring they are medically fit to travel and participate in activities.

17.7.2 Guest/s acknowledge that the Property is situated in a remote area with limited access to immediate medical facilities.

17.7.3 Madikela shall not be liable for denied boarding, refusal of entry, or any consequences arising from non-compliance with travel requirements.

17.8 Insurance

17.8.1 Guest/s are required to obtain comprehensive travel insurance, including cover for:

- medical emergencies;
- personal injury or death;
- cancellation and curtailment;
- loss or damage to personal belongings.

17.8.2 Failure to obtain adequate insurance shall be at the sole risk of the Guest/s and Madikela shall not be liable for any associated costs, losses, or damages.

17.8.3 Madikela reserves the right to request proof of such insurance prior to or upon arrival.

17.9 Acknowledgment of Risk and Indemnity

17.9.1 Guest/s expressly acknowledge that:

- the Property is a private game reserve with free-roaming wildlife;
- activities may involve inherent risks, including injury or death;
- travel within South Africa and participation in excursions carries additional risks.

17.9.2 Guest/s agree that **Clause 10 (Indemnity, Liability and Insurance)** of the General Terms and Conditions applies fully to all aspects of the Package, including transport and excursions.

17.10 Photography and Marketing

17.10.1 Madikela reserves the right to use photographs and video footage taken during the Guest's stay for marketing purposes.

17.10.2 Guest/s who do not consent must notify Madikela in writing prior to or upon arrival.

17.11 Force Majeure

17.11.1 In the event of a force majeure event as defined in Clause 11, no refunds shall be payable.

17.11.2 Madikela will use reasonable efforts to reschedule bookings where possible.

17.12 General

17.12.1 This Section 17 shall apply in addition to, and not in substitution of, the General Terms and Conditions.