

SABI SABI

PRIVATE GAME RESERVE – SOUTH AFRICA
ESTABLISHED 1979
40 YEARS OF EXCELLENCE

STANDARD TERMS AND CONDITIONS

1 INTERPRETATION AND PRELIMINARY

- 1.1 The headings of the clauses in these Terms and Conditions are for the purpose of convenience and reference only and shall not be used in the interpretation of, nor modify nor amplify the provisions of these Terms and Conditions nor any clause hereof.
- 1.2 Unless a contrary intention clearly appears words importing –
 - 1.2.1 any one gender include the other two genders;
 - 1.2.2 the singular include the plural and vice versa; and
 - 1.2.3 natural persons include created entities (incorporated or non-incorporated) and vice versa.
- 1.3 The following terms shall have the meanings assigned to them hereunder, unless the context indicates otherwise, and cognate expressions shall bear corresponding meanings, namely –
 - 1.3.1 “Booking” or “Reservation” means a booking for a Guest to attend participate in a Tour and/or Services, whether such booking is made manually or online;
 - 1.3.2 “Business Day” shall mean any day of the week, excluding Saturdays, Sundays and official public holidays of the Republic of South Africa;
 - 1.3.3 “Client” means the person accepting these Terms and Conditions through the completion of the booking procedure and indicated as “the Client” on the relevant booking form submitted;
 - 1.3.4 “Check-in Date” means the date on which the Guest is scheduled to check-in at the Game Reserve in accordance with a Booking;
 - 1.3.5 “the Game Reserve” means Sabi Sabi Private Game Reserve operated by Sabi Sabi;
 - 1.3.6 “Guest” or “Passenger” means, in respect of each Booking, each person that will attend the Game Reserve under the Booking;
 - 1.3.7 “Guest Information Form” means the form designated as the “Guest Information Form” completed by or on behalf of the Guest and submitted to Sabi Sabi prior to arrival of the Guest;
 - 1.3.8 “Operator” means a tour operator, travel agency, travel consultant or any other person or entity that makes a Booking for a Guest in respect of a Tour and/or the Services;
 - 1.3.9 “Parties” means Sabi Sabi and the Client and “Party” shall mean any one of them as the context may indicate.
 - 1.3.10 “Payment Terms and Conditions” means the Payment Terms and Conditions of Sabi Sabi contained on the Website from time to time;
 - 1.3.11 “Reservation Value” means the price quoted for a Booking, including the conservation levy payable thereon;
 - 1.3.12 “Sabi Sabi” means African Cultural Tours (Pty) Ltd t/a Sabi Sabi Private Game Reserve, a private company duly incorporated in terms of the laws of the Republic of South Africa, with registration number 1975/003146/07 and with its registered address at, 4 Jameson Avenue, Melrose Estate, Johannesburg, Gauteng, the Republic of South Africa;
 - 1.3.13 “Services” means the services provided by Sabi Sabi in connection with the Tours;
 - 1.3.14 “Supplier” means contractor, subcontractor, service provider or other person with whom Sabi Sabi make arrangements to provide goods or services to Guests in connection with a Tour;

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- 1.3.15 “Terms and Conditions” means the standard terms and conditions set out in this document, as amended from time to time;
- 1.3.16 “Tour” means in respect of each Booking, the package of products and services set out in the itinerary issued by Sabi Sabi for the use and enjoyment of activities and facilities at the Game Reserve;
- 1.3.17 “Website” means www.sabisabi.com or such other website from which all websites designated by Sabi Sabi as its website; and
- 1.3.18 “Website Terms and Conditions” means the terms and conditions applicable to the use of the Website, as amended from time to time.
- 1.4 The termination of these Terms and Conditions shall not affect any provisions hereof which expressly or by necessary implication provide that they will operate subsequent to any such termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.5 If any provision in a definition is a substantive provision conferring rights, or imposing obligations on any Party, notwithstanding that it is only in the definitions clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 1.6 No Party shall be bound by any express or implied term, representation, warranty, undertaking or the like not specifically being recorded in this Agreement.
- 1.7 No latitude, extension of time or any other indulgence which may be given, or permitted, by either Party to the other Party in respect of the performance of any obligation in terms of this Agreement, 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 circumstance whatsoever, be construed to be any implied consent to such Party, or operate as a waiver, or a novation of, or otherwise affect any of that Party’s rights in terms of and arising from this Agreement, or stop such party from the enforcement, at any time and without any notice, of strict and punctual compliance with each and every provision, term or condition of this Agreement
- 1.8 The Parties shall not cede, assign, transfer, pledge or make over in any way whatsoever their right, title and interest in and to these Terms and Conditions or any part thereof without the prior written consent of the other Party.
- 1.9 Where a conflict exists with regard to the provisions of this Agreement and any other agreement or document, other than an amendment hereto, the provisions of this Agreement shall prevail.
- 1.10 No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless in writing and signed by the Party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given. Failure or delay on the part of any Party in exercising any right, power or privilege hereunder will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

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- 1.11 All provisions and the various clauses of these Terms and Conditions are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of these Terms and Conditions which is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of these Terms and Conditions shall remain of full force and effect. The Parties declare that it is their intention that these Terms and Conditions would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.
- 1.12 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on the Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa.
- 1.13 References to notices, statements and other communications by or from Sabi Sabi include notices by or from the Sabi Sabi's agent(s).
- 1.14 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.15 Expressions defined in these Terms and Conditions shall bear the same meanings in schedules, annexures, addendums and amendments to these Terms and Conditions which do not themselves contain their own definitions.
- 1.16 This document shall not be interpreted against the Party responsible for preparing and drafting it, in other words the contra proferentem rule shall not apply to the interpretation of this document.
- 1.17 The use of the word "including" shall not be construed as limiting the meaning of the words preceding it to the one or more examples following it, and the meaning of the general words will not be restricted by the use of more specific words (i.e. the eiusdem generis rule shall not be applied in the interpretation of these Terms and Conditions).

2 SCOPE OF AGREEMENT

- 2.1 These Terms and Conditions govern the relationship between the Client and Sabi Sabi.
- 2.2 The Client shall be responsible to ensure that all Guests read and understand these Terms and Conditions and comply with these Terms and Conditions. All actions and omissions of Guests shall be attributed to the Client for the purpose of these Terms and Conditions.

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3 RISKS

The Client acknowledges and understands –

- 3.1 the real hazards and risks associated with wildlife areas, game and nature reserves and game lodges (which may be situated in unfenced wildlife areas);
- 3.2 the hazards and risks associated with rivers, streams, lakes and other bodies of water that may be affected by unpredictable weather, tides and other circumstances, and that may not have effective warning or control systems that might be expected in first-world jurisdictions;
- 3.3 the real dangers and risks associated with various forms of travel in remote locations, which usually have poorly maintained infrastructure;
- 3.4 the danger and risk of suffering bodily harm, injury, illness, death, damages and loss of or damage to property, which may arise as a result of an encounter with or presence of wild, dangerous or unpredictable animals (including birds, mammals, amphibians, reptiles, fish and insects), and the prevalence of communicable, tropical and other diseases, and similar health hazards;
- 3.5 the risks associated with undeveloped or partially developed countries, including acts of terrorism, the unavailability of reliable electricity and communications, and problems associated with limited or unavailable health, safety and security services;
- 3.6 all Guests voluntarily participate in the Tour and Services entirely at his own risk; and
- 3.7 the risks for Guests associated with travelling and participating in the Tours and Services during the COVID-19 global pandemic and that as a result of the COVID-19 global pandemic, protocols, procedures, limitations and restrictions may be put in place with regard to the use of the Tours and Services; and Sabi Sabi shall not be liable for any claim, loss, liability, refund, demand or damages suffered or incurred by the Client or Guest as a result thereof.

4 LIABILITY, RESPONSIBILITY & INDEMNITY

- 4.1 Sabi Sabi will not be liable for any damages, losses or liabilities, including personal injury, death or loss of damage to property, incurred by the Operator or any Guest arising from or in connection with any Tours or Services whatsoever and howsoever arising, unless caused by the gross negligence or wilful unlawful conduct of Sabi Sabi.
- 4.2 Notwithstanding anything else contained in this Agreement, to the extent permissible in law, Sabi Sabi shall not be liable for -
 - 4.2.1 punitive damages, indirect damages, consequential damages, loss of profits, third party claims or any claims suffered by or imposed on the Client or any Guest; or
 - 4.2.2 any damages, losses or other amounts that the Operator or Guest has agreed, settled or compromised, without the prior written consent of Sabi Sabi.
- 4.3 The Client hereby indemnifies, holds harmless and expressly exempts and releases Sabi Sabi from any and all liabilities and claims arising from any cause whatsoever, including those related (whether directly or indirectly) to Guests participating in the Tour or making use of the Services.
- 4.4 The Client shall ensure that Guest Indemnity Form prescribed by Sabi Sabi is signed by all Guests and returned to Sabi Sabi prior to Check-in Date.
- 4.5 Unless it is reckless or engages in wilful misconduct in selection or otherwise, Sabi Sabi shall not be held liable for any errors or omissions in any of their promotional material and travel information, publications and documentation.

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5 PERSONAL INFORMATION

- 5.1 Sabi Sabi agrees that it shall –
 - 5.1.1 use and apply appropriate measures, procedures and controls in the processing of the Client's personal information in terms of this Agreement, it being agreed that Sabi Sabi shall process the Client's personal information in accordance with the privacy policy set out in the Website Terms and Conditions; and
 - 5.1.2 ensure that in the course of the performance of its obligations in terms of this Agreement it complies the Protection of Personal Information Act, 4 of 2013.
- 5.2 If the Client is an Operator, the Client warrants that –
 - 5.2.1 it has the necessary consent to provide and receive personal information to and from Sabi Sabi;
 - 5.2.2 it shall use and apply appropriate measures, procedures and controls in the processing of personal information in terms of this Agreement; and
 - 5.2.3 It shall ensure that in the course of the performance of its obligations in terms of this Agreement it complies the Protection of Personal Information Act, 4 of 2013.

6 BOOKING AND GUEST INFORMATION FORM

- 6.1 If the Client is satisfied with the quotation and proposed itinerary provided by Sabi Sabi, the Client must fill in and sign a Guest Information Form for each Guest and return same to Sabi Sabi. By completing and signing the Guest Information Form, the Client confirms that it accepts the terms and conditions set out herein.
- 6.2 The Client shall furnish Sabi Sabi with complete and accurate information pertaining to the Guests, including but not limited to, special occasions, dietary requirements, medical conditions, allergies, and other specific requirements of the Client. The Client shall notify Sabi Sabi of any required changes to the specific requirements.
- 6.3 The Client warrants that all information set out in the Guest Information form is true and correct.
- 6.4 The Client must make payment for the Tours and Services in accordance with the Payment Terms and Conditions.

7 CANCELLATIONS

- 7.1 Cancellation for bookings shall be subject to the Payment Terms and Conditions.
- 7.2 Sabi Sabi may in its discretion at any time cancel a Booking in the event that the Client or any Guest
 - 7.2.1 fails to comply with these Terms and Conditions or the Payment Terms and Conditions;
 - 7.2.2 has or is reasonably suspected of having a contagious illness or disease; or
 - 7.2.3 conducts himself in an illegal or improper manner; or
 - 7.2.4 conducts himself in a manner that renders him materially incompatible with either the staff, or the fellow guests on the Tour, and/or the Suppliers.
 - 7.2.5 conducts himself in such a way that he endangers the health, safety or security of himself and/or any other person or places any property at risk of loss, damage or destruction.
- 7.3 In the event that Sabi Sabi terminates a Client's booking in terms of 7.2 above, the Client whose booking is so terminated will not be entitled to any refund of the Reservation Value.

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8 GROUP TOURS

- 8.1 For the purpose of this clause 8 a “Group Tour” means a Tour to be attended by 16 or more Guests under the same Booking.
- 8.2 The final number of persons attending a Group Tour must be confirmed at least 60 days prior to the Check-in Date, subject to the cancellation fees and attrition policy set out in the Payment Terms and Conditions.
- 8.3 A Safari Vehicle can be booked exclusively for the use of a Group Tour, subject to prior arrangement with Sabi Sabi. If a Safari Vehicle is exclusively booked for a Group Tour, a fee per day, as determined by Sabi Sabi, will be levied for the vehicle, with a “day” commencing at 12:00, and terminating at 12:00 the following day. Exclusivity of a Safari Vehicle is however subject to availability and based on the following seating capacities:
 - 8.3.1 Bush Lodge: 8 seats;
 - 8.3.2 Little Bush Camp, Selati Camp and Earth Lodge: 6 seats.

9 ITINERARY & SCHEDULE CHANGES

- 9.1 Although every effort is made to adhere to the booked schedules and itineraries, Sabi Sabi reserves the right to unilaterally make changes to the Tour and the proposed itinerary, and may in certain circumstances be obliged to occasionally cancel a Tour as a result of a change in circumstances. Such circumstances may include, but may not be limited to Force Majeure Events.
- 9.2 In the event of the Client changing, at his instance or request, any facilities, accommodation, activities, associated activities, operator or travel or any portion of the proposed itinerary, Sabi Sabi shall not be held liable for any compensation or increased costs occasioned thereby.
- 9.3 The Client may change his booking to an alternative date, subject to availability and subject to the Payment Terms and Conditions.
- 9.4 Sabi Sabi shall not be liable or responsible for –
 - 9.4.1 any compensation to the Client as a result of an alteration, delay or cancellation of the Tour in terms of this clause 9, nor will any such alteration, delay or cancellation constitute a reason for a refund either in full or in part by Sabi Sabi to the Client, and any losses, costs, damages and expenses resulting therefrom will be for the sole account of the Client;
 - 9.4.2 any cancellation or curtailment of the Tour as a result of the Client’s personal circumstances, e.g. death or illness; or
 - 9.4.3 changed circumstances and/or event expenses: these include but are not limited to unscheduled extensions or curtailment of accommodation, changes to scheduled flights, additional airfares, telephone, beverage and meal costs not included in the Reservation Value, etc., which will be for the Client’s own account.

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10 INSURANCE

- 10.1 Travel, cancellation and health/medical insurance are mandatory for all Guests and is a material condition of travel.
- 10.2 All insurance arrangements and fees are the sole responsibility of the Client and each Client shall ensure that all Guests' insurance with a reputable insurer are in order before commencement of the Tour, with protection for the full duration of the Tour, and which insurance will cover inter alia emergency evacuation expenses, all medical and hospitalisation expenses, including diagnostic testing, quarantine expenses, emergency assistance, accidental death and disability, repatriation expenses, personal injury, loss of support, loss of luggage, goods, money and personal effects, theft, damages and expenses associated with the cancellation or curtailment of any Tour, which may arise as a result of a Guest participating in the Tour ("Insurable Expenses"). The Client hereby cedes to Sabi Sabi so much of the proceeds of any insurance policy held for the benefit of the Client, to the extent that Sabi Sabi has paid or is liable to pay any amount of any nature whatsoever to or on behalf of the Client in connection with any mishap, incident or emergency on the Tour.
- 10.3 In the event that a Guest falls ill or should be injured or suffer any mishap, medical emergency or medical condition during the Tour, the Guest shall be responsible for all hospital, doctor, medical, diagnostic testing, quarantine expenses, evacuation and repatriation costs not covered by his insurance cover and Sabi Sabi shall not be liable for any refund of the Reservation Value, for any reason whatsoever.
- 10.4 For the avoidance of doubt it is recorded the Guests shall be responsible for any and all Insurable Expenses. To the extent that any Guest's insurer requires a co-payment or pre-payment or any Supplier requires payment upfront in respect of any Insurable Expense, the Guest shall be responsible to make such payment and shall claim from its insurer thereafter.

11 HEALTH

- 11.1 The Client acknowledges and warrants that he has been made aware of the proposed itinerary and confirms that all Guests are medically fit, in good physical and mental health and that there is nothing which renders a Guest unfit to undertake the Tour.
- 11.2 The Client must disclose to Sabi Sabi all pre-existing medical conditions or illnesses of Guests, before the commencement of the Tour. This must be set out in the "Health Section" of the Guest Information Form. The Client shall procure that each Guest consults with his physician in respect of all medical conditions which might be affected by his participation in the Tour, activities or associated activities. The Client warrants that each Guest will carry sufficient prescribed and chronic medication at all times for the duration of the Tour and for one additional week.
- 11.3 Without derogating from the generality of the foregoing, it is furthermore the Client's duty to ensure that all vaccinations and inoculations have been obtained by Guests, and that they possess and will at all times carry proof of the relevant vaccination certificates for the duration of the Tour.
- 11.4 Without limiting the generality of the foregoing, Sabi Sabi must be advised of any specific health conditions (such as sleep apnoea etc.), which require the use of electrical or other medical devices, prior to confirmation of a booking, as alternative arrangements would need to be made for camps/lodges that do not have a reliable electricity supply.
- 11.5 Should a Guest display any signs or symptoms of any viral disease or infection, including but not limited to coronavirus, Sabi Sabi may refuse access of such Guest to the Game Reserve.

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12 TRAVEL DOCUMENTATION

- 12.1 The Client is solely responsible to ensure that its Guests passports, visas, insurance cover and vaccinations certificates, (and any other travel documents and/or requirements of any nature whatsoever) are valid for the duration of the Tour and in the countries to be visited. Moreover, to avoid complications with customs and immigration, the Client must ensure that there are at least 3 (three) consecutive blank VISA pages in Guests' passports at the commencement of the Tour.
- 12.2 The Client must ensure that each Guest consults his Embassy for up-to-date visa requirements. Citizens of certain countries are required to obtain visas before travelling and it must be noted that certain visas can take up to 3 months to be processed.

13 SPECIAL CONDITIONS APPLICABLE TO CHILDREN

- 13.1 Bush Lodge
- 13.1.1 Rates
For rates for children and child minders, refer to the rates document for applicable per night rate.
- 13.1.2 Conditions
- 13.1.2.1 Subject to 13.1.2.3 below, children under the age of 6 years will not be allowed on safaris. No children under the age of 12 years allowed on the environmental walking safari.
- 13.1.2.2 Subject to 13.1.2.3 below, children between the age of 3 and 6 years may only accompany their parents / guardians on safari if there is exclusive use of a safari vehicle. The usage of an exclusive safari vehicle is subject to availability, a surcharge and restrictions at sightings due to possible disturbance to animals and/or guests on other vehicles
- 13.1.2.3 Sabi Sabi may in its sole discretion allow / disallow children on safari drives.
- 13.1.2.4 Children that are 4 years and younger will not be allowed in the boma for dinner. Dinner will be arranged in the Safari Lounge between 17h00 and 19h00 or as room service.
- 13.2 Elefun Centre – Bush Lodge
- 13.2.1 Target age group: 4 - 12 years.
- 13.2.2 Children under the age of 4 years need to be accompanied to the centre by an adult (parent, family member or child minder, which may be booked through Reception).
- 13.2.3 When there are evening activities in the lounge, children under 4 years need to be accompanied by an adult (parent, family member or child minder, which may be booked through Reception).
- 13.2.4 When the EleFun Centre Coordinator is supervising the children in the evening, her responsibility ends at 21h30, after which time a child minder may be booked at Reception to sit with the children.
- 13.3 Selati Camp, Little Bush Camp and Earth Lodge
- 13.3.1 Children are only permitted in these lodges if the Client is making exclusive use of the lodge.
- 13.3.2 Child Rates are available on request.

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14 SUPPLIERS

- 14.1 Certain goods and services forming part of the Tour may be supplied and/or rendered by Suppliers to Sabi Sabi.
- 14.2 All Tours booked with Sabi Sabi are subject to the terms and conditions of Sabi Sabi's Suppliers. On written request, Sabi Sabi will advise the Client of the identity of the Suppliers and provide the Client with a copy of the respective Supplier's terms and conditions. If no such request is received the Client shall be deemed to have separately familiarised themselves with the relevant Supplier's terms and conditions.
- 14.3 While Sabi Sabi makes every effort –
- 14.3.1 to engage quality Suppliers;
 - 14.3.2 to ensure that the supply of various goods and services that constitute the Tour; and
 - 14.3.3 to ensure that Services will be carried out properly, efficiently and as advertised; to the fullest extent permitted in law, Sabi Sabi will under no circumstances be liable or be responsible for any costs, losses, injuries or damages of any nature whatsoever, howsoever arising, that may be occasioned by an error or default, act or omission of any Supplier in supplying goods or services forming part of the Tour to the Client, or incidents connected therewith.

15 FORCE MAJEURE

Sabi Sabi will not be liable to the Client for any default or delay in the performance of its obligations under this Agreement if and to the extent that such default or delay is caused by: (i) Acts of God over which neither party has control, (ii) war, government retaliation against foreign enemies, (iii) government regulation or advisory, disasters, fire, accidents or other casualties, earthquakes, (iv) hurricanes, (v) strikes or threat of strikes, civil disorder, (vi) terrorist acts and/or threats of terrorism, acts of foreign enemies, (vi) any circumstances, events or consequences arising from or related to the COVID-19 global pandemic or (vii) a similar intervening cause or emergency beyond the control of either party making it illegal, inadvisable or impossible to perform the Sabi Sabi's obligations in terms of this Agreement ("Force Majeure Event"). Sabi Sabi must notify the Client as soon as possible after the occurrence of a Force Majeure Event. Upon the occurrence of a Force Majeure Event, Sabi Sabi may terminate this Agreement without liability or further obligation, by written notice to the Client. Any and all deposits and prepayments paid to Sabi Sabi shall be refunded to the Agent within thirty 30 days of termination of this Agreement.

16 CANCELLATION BY CLIENT

If Client's cancellation of this Agreement, or of any booking or reservation made under this Agreement, is solely a result of: (i) a governmental authority having authority over Sabi Sabi or the Guests, as the case may be, issuing travel bans, advisories or warnings recommending against travel generally or to Sabi Sabi's location specifically or (ii) as a result of any pandemic or epidemic, it is illegal, inadvisable or impossible for the Client to enjoy the Services, the Client shall not be responsible for a cancellation fee, determined in accordance with the Payment Terms and Conditions.

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17 BREACH

- 17.1 The Parties acknowledge that any breach of the terms of this Agreement shall constitute a material breach, and a breach of the relationship of trust between the Parties.
- 17.2 In the event that the Client, whether directly or through its Guests, breaches this Agreement in any respect whatsoever, Sabi Sabi will be entitled (without limiting any other rights or actions which Sabi Sabi might have in terms of this Agreement or any law) to –
- 17.2.1 cancel this Agreement; and/or
 - 17.2.2 claim damages from the Client; and/or
 - 17.2.3 institute urgent or other proceedings against the Client to enforce any obligation of the Agent and/or Client; and/or
 - 17.2.4 take any other necessary steps available in law which Sabi Sabi deems necessary to protect the rights and interests of Sabi Sabi.

18 APPLICABLE LAWS AND EXCLUSIVE JURISDICTION

This Agreement will be construed, interpreted and subject to the laws of the Republic of South Africa. The courts in the Republic of South Africa shall have exclusive jurisdiction in respect of any claim, demand, dispute or controversy arising from this Agreement.

19 DISPUTE RESOLUTION

- 19.1 Sabi Sabi may demand that a dispute be determined in terms of this clause 19 by written notice given to the other Parties in accordance with the Expedited Rules of the Arbitration Foundation of Southern Africa (“AFSA”).
- 19.2 This clause shall not prevent any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction in the Republic of South Africa, pending the decision of an arbitrator.
- 19.3 The Parties hereby consent to the arbitration being dealt with on an urgent basis in terms of the Rules of AFSA should either Party, by written notice, require the arbitration to be held on an urgent basis. In such event either Party may apply to the AFSA Secretariat as required in terms of the said Rules to facilitate such urgent arbitration.
- 19.4 The arbitration shall be held –
- 19.4.1 at Johannesburg;
 - 19.4.2 with only the legal and other representatives of the Parties to the dispute present thereat; and
 - 19.4.3 otherwise in terms of the Arbitration Act, No 42 of 1965 (“Arbitration Act”), unless otherwise provided for herein.
- 19.5 The arbitrator shall be a practising advocate of the Johannesburg Bar of at least ten years’ standing, appointed by agreement between the parties to the dispute, subject to clause 19.6.
- 19.6 Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after the giving of notice in terms of clause 19.1, the arbitrator shall be appointed by the Chairperson of the Cape Bar Council (or by AFSA if the Johannesburg Bar Council no longer exists), at the request of either Party to the dispute.

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- 19.7 The Parties hereby consent to the exclusive jurisdiction of the High Court of South Africa in respect of the proceedings referred to in clause 19.8.
- 19.8 The decision of the arbitrator shall be final and binding on the Parties to the dispute and may be made an order of the court referred to in clause 19.7, at the instance of any of the parties to the dispute.
- 19.9 The Parties agree to keep the arbitration including the subject matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.
- 19.10 It is recorded that it is the intention of the Parties, that any dispute referred to arbitration in terms of clause 19.1 shall be resolved strictly in accordance with the provisions of this clause 19. The Parties accordingly agree and undertake as follows -
- 19.10.1 that it shall not make any application to Court as contemplated in terms of section 3(2) of the Arbitration Act;
- 19.10.2 that it shall not make any application to the arbitration tribunal as contemplated in terms of section 20(1); and
- 19.10.3 the periods set out in section 23 of the Arbitration Act shall not be applicable to any arbitration proceedings arising out of this Agreement.

20 CONTACT DETAILS

In the event that you need to contact Sabi Sabi for purposes related to these Terms and Conditions, please use the following contact details:

- 20.1 Telephone: (+27)11 447 7172
- 20.2 Email: res@sabisabi.com
- 20.3 Physical address: 4 Jameson Avenue, Melrose Estate, Johannesburg,
Gauteng, Republic of South Africa
- 20.4 Postal Address: PO Box 52665, Saxonwold, 2132

21 AMENDMENT

- 21.1 Sabi Sabi reserves the right to, at its sole discretion, amend, modify, add to or remove any provisions (in whole or in part) of this Agreement from time to time.
- 21.2 Any changes to this Agreement will become effective upon such changes being posted on the Website.
- 21.3 The onus rests on the Client to periodically check the Agreement on the Website and/or Online Profiles for any changes or updates therein contained.
- 21.4 The Client's continued booking of the Tours and Services following the posting of any amendments by Sabi Sabi shall be considered acceptance by the Client to abide by, and be bound by the Agreement, including any amendments hereto.

These Terms and Conditions were most recently updated on 01 July 2021.