



6 JANUARY 2024 – 5 JANUARY 2025

## General Terms & Conditions

### Annexure A

#### DEFINITIONS

In these general terms and conditions:

“Agreement” means a written agreement concluded between Singita and a travel partner, to which these Terms & Conditions are attached and form an integral part.

“Counterparty” shall mean either: (i) a direct guest who has made a booking with Singita and who has received a copy of these Terms & Conditions attached to their invoice; or (ii) the counterparty to an Agreement and including any travel partners and/or guests of such counterparty.

“Singita” means Singita Management Company Proprietary Limited.

“Terms & Conditions” means this document containing the Singita general terms and conditions, including the rates, applicable to the Counterparty from time to time.

Your attention is specifically drawn to the obligations as contemplated in these General Terms & Conditions as well as to our cancellation policy contained herein. The Counterparty, must familiarize itself with the policy. In circumstances where the Counterparty is a travel partner, it is obliged to inform guests thereof.

These Terms & Conditions are also available on our website for inspection.

Rates quoted are subject to change and Singita reserves the right to adjust these throughout the contracting period for new bookings.

## GENERAL INCLUSIONS & EXCLUSIONS

### INCLUDES

- o Accommodation
- o All meals
- o All beverages
- o Activities offered by Singita
- o Land transfers between lodges and lodge airstrips (except Singita Volcanoes National Park)
- o Laundry
- o WiFi access where applicable

### EXCLUDES

- o Purchases from the Singita Boutique & Gallery
- o Wellness treatments
- o Any activities, community experiences and/or day trips offered by 3rd party suppliers and all associated transfers
- o At Singita Volcanoes National Park: additional permits or costs associated with activities in Volcanoes National Park, including permits for gorilla-trekking
- o All levies and fees (all of which are subject to change without prior notice)
- o Transport to and from the Reserve

### PILOT/GUIDE ACCOMMODATION

- o Rate is nett and non-commissionable.
- o Rate includes meals & accommodation
- o Rate excludes all scheduled safari activities
- o Private Field Guides wishing to accompany their guests on safari activities must pre-book a private vehicle at an additional cost
- o Rate excludes all applicable levies and fees

## CHECK-IN & CHECK-OUT TIMES

### STANDARD

- o Guests are welcome to arrive at all Singita lodges from 12h00 noon onwards on their scheduled day of arrival. They are generally able to check in from 13h00 onwards (barring any unforeseen circumstances).
- o Check-out is at 11h00.

### SINGITA PRIVATE VILLA COLLECTION

- o Singita Private Villa Collection includes Singita Ebony Villa, Singita Lebombo Villa, Castleton, Serengeti House, Milele, Explore, Kataza House, and Malilangwe House.
- o Check-in is from 14h00 (barring any unforeseen circumstances) and check-out is at 11h00.
- o Guests wishing to arrive earlier or depart later from these properties need to pre-arrange this at the time of reservation. This option is subject to availability and an additional charge will be levied.

## ROAD & CHARTER

- o Guests arriving at or departing from Singita Kruger National Park or Singita Sabi Sand by car, either with their own or with a road transfer company, are requested to be in possession of their confirmation voucher (issued by Singita or the booking agent) at all times. They need to provide a mobile telephone number on which the relevant Singita lodge can contact them while they're in transit.
- o Special conditions and restrictions apply for guests arriving and/or departing by private charter. These are available from Singita on request.

## UNSALEABLE INVENTORY

Singita reserves the right to decline a booking in the event that the dates requested create a night that is unsaleable in a specific room category or Private Villa.

## SINGLE SUPPLEMENT

A single supplement of 25% of the adult rate will apply from the third single room onwards when booking 3 single suites or more for the same period at a Singita lodge.

## GROUPS

- o A party that occupies more than 60% of the beds at any given lodge on any given night is considered to be a Group.
- o A Group taking 60% or more of the beds at any given lodge on any given night is required to take exclusive use of the lodge and will be billed for accordingly.
- o A supplement may be levied on the accommodation charge at the time of booking for the nights pre and post the Group's arrival and departure.
- o For Group bookings rates, payment, and cancellation terms need to be negotiated on an ad hoc basis with your Singita Sales Manager and Reservations Consultant.

## SPECIAL REQUESTS

- o Singita should be advised of any special requests – such as dietary preferences, birthday celebrations and anniversaries – at least 14 days prior to arrival at a Singita lodge, camp or villa.

## FESTIVE AND SEASONAL SPECIAL TERMS

### 1 JUNE – 31 AUGUST

- o Singita Boulders a minimum of three nights is required for all guests travelling
- o The Lebombo Villa will only be bookable as a villa unit. It will not be possible to book the 2 Two-Bedroom Suites as individual units.
- o The Ebony Villa will only be bookable as a villa unit. It will not be possible to book the 2 Family Suites as individual units.

## FESTIVE

- o Festive Season is defined as 15th December – 5th January annually.
- o A minimum stay of three nights is required at all Singita lodges, with the exception of Singita Volcanoes National Park, where a minimum 2-night stay is allowed if guests are doing only one activity in Volcanoes National Park.
- o The Lebombo Villa will only be bookable as a villa unit. It won't be possible to book the 2 Two-Bedroom Suites as individual units.
- o The Ebony Villa will only be bookable as a villa unit. It will not be possible to book the 2 Family Suites as individual units.
- o Arrivals and departures on Christmas Day or New Year's Day at any lodges or camps are on a request basis only.
- o Please refer to our Payment Policy for special conditions during this time.

## MINIMUM STAY REQUIREMENTS

- o At Singita Volcanoes National Park, a minimum stay of 2 nights is required year-round if guests are doing one activity in Volcanoes National Park during their stay.
- o At Singita Volcanoes National Park, a minimum stay of 3 nights is required year-round if guests are doing two activities in Volcanoes National Park during their stay.
- o At Singita Explore, a minimum stay of 2 nights is required year-round, excluding Festive Season when a minimum 3 nights is required.
- o At Singita Boulders, a minimum stay of 3 nights is required between 1 June – 31 August.
- o At all properties, a minimum stay of 3 nights is required during Festive Season, with the exception of Singita Volcanoes National Park, where a minimum 2-night stay is allowed if guests are doing only one activity in Volcanoes National Park during their stay.

## HEALTH PRECAUTIONS

### MALARIA

- o All of Singita's properties are situated in malaria-risk areas. It is therefore essential that guests consult their medical practitioners regarding anti-malaria requirements prior to travel.

### YELLOW FEVER

- o Yellow Fever certification is required when travelling from, or passing through, yellow fever endemic countries. Kenya is considered to be an endemic country.
- o Please note: Requirements change from time to time. Although we endeavour to stay updated, Singita cannot be held liable for any incorrect or outdated information, and we strongly advise guests to always consult their GP and/or travel clinic regarding the latest requirements prior to departure.

## CHILDREN AT SINGITA

### AGES

- o Children are classified as 2-16 years of age.
- o Infants are classified as under the age of 2 years.

## ACCOMMODATION

- o Children must be aged 10 years and older to stay at Singita Boulders, Lebombo Lodge (excluding the Lebombo Two-Bedroom Suites and Villa), Sabora Tented Camp, and Mara River Tented Camp.
- o Children of all ages are welcome at all other Singita lodges and camps.
- o At Singita Ebony Lodge, families with children under the age of 10 years are required to book a Family Suite in order to guarantee the availability of a private vehicle.

## RATE

- o Infants under the age of 2 years stay free of charge.
- o Children aged 2-16 years stay at 50% of the adult rate when sharing with either one adult or child.
- o A single child accommodated in their own suite will attract the full adult rate.

## SHARING/TRIPLES

- o Families wishing to share are encouraged to book Family Suites, Two- or Three-Bedroom Suites/Cottages, Villas or Private-use lodges.
- o Triples are available on request, and require an additional room being booked.

## PRIVATE VEHICLE

- o Families travelling with children under the age of 10 years are required to book a private vehicle (subject to availability).
- o Families of up to three members, including children under the age of 10 years, will be charged the applicable private vehicle rate (subject to availability).
- o Families of four or more members, including children under the age of 10 years, are guaranteed the complimentary use of a private vehicle (subject to availability).
- o At Singita Ebony Lodge, families with children under the age of 10 years are required to book a Family Suite or Villa in order to guarantee the availability of a private vehicle.
- o In the interest of safety, children participate in safari activities at the discretion of the Singita guide.

## PRIVATE VEHICLES AT SINGITA

- o In each region, we have a limited number of private vehicles that can be booked by guests in advance at an additional cost (subject to availability).
- o A private vehicle must be booked for the entire stay.
- o A private vehicle is never guaranteed, unless there are 6 full-paying guests, or if a vehicle has been booked and paid for.
- o At Singita Ebony Lodge, it is only possible to request a private vehicle when a Family Suite is booked.
- o A private vehicle is included in the daily rate when booking any of the following: Singita Castleton, Ebony Villa, Malilangwe House, Milele, Serengeti House, Explore, Lebombo Villa, Sweni Pool Suite, the Sasakwa Four-Bedroom Cottage, and Sasakwa Hillside Suite.
- o Refer to "Children at Singita" above for more information about vehicles for families with children under the age of 10 years.
- o For all private Field Guides (regardless of accommodation type booked) wishing to accompany their guests on safari activities, a private vehicle must be pre-booked (subject to availability) and will be charged at the applicable daily rate.

## GORILLA TREKKING

- o The minimum age requirement is 15 years.
- o Permits are subject to availability at the time of booking.
- o If Singita books the permit on behalf of the guest, proof of payment for the permit needs to be received within 24 hours, and the guest's passport details no later than 60 days prior to travel.
- o Guests are required to book and pay for a Driver Guide & vehicle for every day of their stay at Singita Volcanoes National Park to facilitate all activities, as well as transfers to Kigali and the Musanze helipad (when applicable or required). Having a Driver Guide & vehicle ensures flexibility, so that guests can plan their days according to preference.
- o It is not recommended to participate in any Volcanoes National Park activities on the day of departure as there are no day-use facilities at Singita Volcanoes National Park for guests to freshen up after they have checked out. Should guests still wish to participate in a Park activity on their departure day, they need to book their suite for an additional night.
- o Permits are non-refundable.

## PAYMENT POLICY

### GENERAL

- o Provisional reservations may be held for 21 days, after which time the space needs to either be released back to Singita for resale or confirmed by paying a non-refundable commitment fee (deposit).
- o The commitment fee is calculated at 25% of the total reservation value.
- o Balance of Payment due is due 60 days prior to arrival.

### FESTIVE SEASON

- o For the FESTIVE period defined as 15 December – 5 January annually:
- o Provisional reservations may be held for 21 days, after which time the space needs to either be released back to Singita for resale or confirmed by paying a non-refundable commitment fee (deposit).
- o The commitment fee is calculated at 50% of the total reservation value.
- o Balance of Payment is due 120 days prior to arrival.

## CANCELLATION POLICY

In the event of any confirmed reservation being cancelled by the Counterparty for any reason whatsoever, including but not limited to, cancellation as a result of a Force Majeure Event (as defined below), or in the event that Singita cancels a confirmed reservation as a result of a Force Majeure Event or breach by the Counterparty, of the provisions of these Terms & Conditions and/or any Agreement concluded with a Counterparty, the following cancellation fees will be charged:

### GENERAL

- o Penalty of 25% of total reservation value if cancelled up to 61 days prior to arrival
- o Penalty of 100% of total reservation value if cancelled 60 days or less prior to arrival

## FESTIVE SEASON

- o For the FESTIVE period defined as 15 December – 5 January annually:
- o Penalty of 50% of total reservation value if cancelled up to 121 days prior to arrival
- o Penalty of 100% of total reservation value if cancelled 120 days or less prior to arrival

## EXCEPTIONAL CIRCUMSTANCES FOR CANCELLATION

**Notwithstanding anything to the contrary contained or implied in the above GENERAL and FESTIVE SEASON cancellation terms:**

If a reservation is confirmed, and at the point of cancellation, is within 60 days of arrival, or 120 days over Festive Season, where one or more of the restrictions listed below bear upon the guest's arrival dates, the following provisions apply:

- o 100% of the Singita accommodation value will be refunded.

### RESTRICTIONS:

If all Singita properties in the region that the guest was due to visit are temporarily closed.

or

If the government of the country within which the Singita property is located has closed its borders to citizens or travellers of the guest's country of residence or origin for any reason.

or

If the government of the country within which the Singita property is located has declared that no visas will be issued to citizens or travellers of the guest's country of residence or origin.

or

If the government of the guest's country of residence or origin has closed its borders to all but essential travel.

or

If the government of the country within which the Singita property is located has imposed any form of mandatory quarantining on arrival into said country on citizens or travellers of the guest's country of residence or origin.

**IMPORTANT NOTE: If cancellation of a confirmed booking is as a result of flight cancellation not related to the aforementioned restrictions the GENERAL cancellation terms apply. In most cases Comprehensive Travel Insurance policies cover this eventuality.**

The aforesaid cancellation fees and the proportions thereof have been calculated with reference to Singita's diminished ability to re-sell reservations during the relevant time periods and accounting for the costs incurred by Singita in order to fulfil its obligations in terms of reservations made by Counterparties, which costs include, but are not limited to: (i) operational costs, including staff and office costs; (ii) costs incurred in respect of credit card commissions to receive various payments; and (iii) food, wine and beverages purchases in anticipation of the arrival of guests.

A Counterparty who is a direct guest, is required to take out comprehensive travel insurance within 21 days of confirming their booking, to cover, inter alia, the cancellation or curtailment of their trip. A Counterparty who is a travel partner is required to comply with clause 2.1 of the Agreement, which includes a duty to inform its travel partners and/or guests to take out comprehensive travel insurance. In each instance, the travel insurance taken out by a Counterparty must cover all Force Majeure Events and other events beyond Singita's control that may result in the cancellation of travel, in respect of which the cancellation policy contained in these Terms & Conditions shall apply. Under no circumstances shall Singita be liable as a result of any failure by the Counterparty to take out comprehensive travel insurance and, in circumstances where the Counterparty is a travel partner, as a result of the Counterparty failing to inform its travel partners and/or guests to take out comprehensive travel insurance as aforesaid.

For the purposes of these Terms & Conditions and/or any Agreement concluded with a Counterparty, "Force Majeure Events" mean any event or act of God which is beyond a party's reasonable control, which it could not reasonably have foreseen, or which was foreseen and which, having arisen, that party could not avoid or overcome by taking all reasonable steps to do so and which event renders it impossible for a party to perform its obligations in terms of these Terms & Conditions and/or any Agreement concluded with a Counterparty, in part or at all, including but not limited to, acts or omissions of any government, government agency, provincial or local authority or similar authority, any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, legal and illegal strikes, interruption of transport, lockouts, acts of God, plague, epidemics, pandemics, official declared state of emergency or national disaster, embargoes, sanctions, fire, flood, storms, tempest or earthquake.

The Counterparty indemnifies Singita and holds it harmless against all or any claims, loss, liability, damage and/or costs which may arise out of any failure by the Counterparty to obtain comprehensive travel insurance as stated above, including but not limited to any loss that may be suffered by the Counterparty as a result of cancellation fees levied in accordance with the cancellation policy contained in these Terms & Conditions.

In the event that the Counterparty is a travel partner, such Counterparty:

- o is obliged to inform its travel partners and guests of these Terms & Conditions, particularly Singita's rights to cancellation fees as contemplated hereunder, including where a Force Majeure Event has occurred;
- o acknowledges that it shall remain liable for and is obliged to pay cancellation fees to Singita notwithstanding that the travel partners or guests of such Counterparty may cancel reservations with it; and
- o is advised to align its own contracts with Singita's cancellation policy.

In the event that the Counterparty is a direct guest, such Counterparty:

- o will be deemed to have read and understood these Terms & Conditions, particularly Singita's rights to cancellation fees as contemplated hereunder, including where a Force Majeure Event has occurred; and
- o acknowledges that it shall be liable for and is obliged to pay cancellation fees to Singita.



Notwithstanding anything to the contrary contained or implied in these Terms & Conditions and/or any Agreement concluded with a Counterparty, the Counterparty shall not have any right, remedy, or claim of any nature whatsoever against Singita nor Singita's related or inter-related persons, employees, agents or contractors (in whose favour this constitutes a stipulatio alteri, the benefits of which shall be deemed to have been accepted on the date that these Terms & Conditions are published) and the Company indemnifies the aforesaid persons and holds them harmless against all or any losses, damages (whether general, special or consequential), expenses or injuries, whether actual or contingent, which may be suffered by the Counterparty (including where the Counterparty is a travel partner, its directors, its employees, its travel partners and/or guests), directly or indirectly, in connection with or arising from these Terms & Conditions and/or any Agreement concluded with a Counterparty, howsoever arising, save for any loss, damage, expense or injury which arises as a result of the gross negligence, wilful misconduct and/or breach by Singita of the provisions of these Terms & Conditions and/or any Agreement concluded with a Counterparty. Without derogating from the generality of the aforesaid, Singita shall have no liability to the Counterparty in respect of such loss, damage, expense or injury which may be suffered by the Counterparty by reason of or arising out of a Force Majeure Event(s), the loss of personal effects, personal injury, medical emergencies, emergency travel arrangements, cancellations, the curtailment of travel plans and/or any failure to obtain comprehensive travel insurance in accordance with the provisions of these Terms & Conditions and/or any Agreement concluded with a Counterparty.

## PAYMENT INFORMATION

- o Singita does not accept credit card payments on contracted rates.
- o Relevant banking details are provided on booking invoice.

## THIRD PARTY SERVICE PROVIDERS

- o Singita and/or its related parties conclude agreements with service providers for the provision of services to Singita's guests. These services are rendered in the service provider's own name and not as an agent of Singita.
- o The Counterparty shall not have any right, remedy, or claim of any nature whatsoever against Singita nor Singita's related or inter-related persons, employees, agents or contractors (in whose favour this constitutes a stipulatio alteri, the benefits of which shall be deemed to have been accepted on the date that these Terms & Conditions are published), and the Counterparty indemnifies the aforesaid persons and holds them harmless against all or any claims, losses, damages (whether general, special or consequential), expenses or injuries, whether actual or contingent, which may be suffered by any person or entity, directly or indirectly, in connection with or arising from the provision of services by any third party service providers to the Counterparty, howsoever arising (save for any losses, damages, expenses or injuries which arises as a result of the gross negligence or wilful misconduct of Singita), irrespective of whether:
  - o any such losses, damages, expenses, or injuries can be legally imputed to Singita in any manner, whether jointly with or separately from any third-party service provider; or
  - o a claim is independently found against Singita.