

XIMUWU LODGE TERMS AND CONDITIONS

(the "Terms")

Last Updated: 17 July 2026

1. INTRODUCTION

- 1.1 These Terms form an agreement between the Guest, Affected Parties and Ximuwu and apply to the Guest's booking, as well as all Affected Parties' use and enjoyment of the accommodation and other services provided by Ximuwu on the Property.
- 1.2 These Terms become binding, and the Guest will be deemed to have read, accepted and agreed to them, on whichever of the following instances occurs first:
 - 1.2.1 immediately and automatically upon submitting a booking to stay at the Ximuwu Lodge via the via the Reservation Platform, the Guest will be deemed to agree to these Terms; or
 - 1.2.2 where the Guest (or an agent acting on the Guest's behalf) submits a booking enquiry directly to Ximuwu, whether telephonically, by email or otherwise, only once:
 - 1.2.2.1 Ximuwu has confirmed receipt of the enquiry and provided the Guest with the booking information via email; and
 - 1.2.2.2 The Guest has thereafter confirmed in writing (by way of a reply email) they accept and agree to these Terms,and, for the avoidance of doubt, no booking made directly with Ximuwu shall be treated as confirmed or binding on Ximuwu unless and until such written confirmation has been received from the Guest; and
 - 1.2.3 Should a Guest fail to provide the written confirmation referred to in clause 1.2.2.2 above within 7 days of receipt of the booking information, Ximuwu shall be entitled to treat the booking enquiry as lapsed and to release any provisionally held dates.
- 1.3 The Guest acknowledges and records that:
 - 1.3.1 he/she/it has read and fully understood the Terms contained herein;
 - 1.3.2 he/she/it undertakes to comply with the Terms; and
 - 1.3.3 undertakes to ensure that the Affected Parties shall comply with these Terms, failing which the Guest hereby accepts any and all liability arising out of or in connection with the failure of any Affected Parties to comply with these Terms.
- 1.4 Ximuwu reserves the right to amend the Terms at any time. Guests are advised to regularly check whether these Terms have been changed.

2. INTERPRETATION

- 2.1 In these Terms, unless clearly inconsistent with or otherwise indicated by the context:
 - 2.1.1 Words importing the singular include the plural and vice versa, and natural persons include created entities (corporate or unincorporated) and the state and vice versa.

- 2.1.2 The words "**include**" and "**including**" mean "**include without limitation**" and "**including without limitation**". Accordingly, the use of the words "**include**" and "**including**" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 2.1.3 Any substantive provision, conferring rights or imposing obligations on a party and appearing in any of the definitions in this clause 2 or elsewhere in these Terms, shall be given effect to as if it were a substantive provision in the body of the Terms.
- 2.1.4 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout these Terms.
- 2.1.5 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a Business Day, the next succeeding Business Day.
- 2.1.6 If the due date for performance of any obligation in terms of these Terms is a day which is not a Business Day then (unless otherwise stipulated) the due date for performance of the relevant obligation shall be the immediately succeeding Business Day.
- 2.1.7 The rule of construction that these Terms shall be interpreted against the party responsible for the drafting of these Terms, shall not apply.
- 2.1.8 The expiration, cancellation or termination of these Terms shall not affect such provisions of these Terms which, out of necessity, must continue to have effect after such expiration, cancellation or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 2.2 In these Terms, unless the context indicates otherwise, the following words shall have the meaning ascribed to them:
- 2.2.1 "**Accommodation Fee**" means the total value of the accommodation fee payable by the Guest to Ximuwu, calculated on the basis of the length of the Term of Stay booked;
- 2.2.2 "**Affected Parties**" means any individual who is granted access to the Property and permitted to make use of the Property, at any time during the Term of Stay, as specified in Guest's booking details, including the Guest's family members, the Guest's dependents and all other members of the Guest's booking party;
- 2.2.3 "**Business Day(s)**" means any day(s) other than a Saturday, Sunday or an official Public Holiday in the Republic of South Africa;
- 2.2.4 "**Check-in**" means the date on which the Guest arrives at the Property and is granted access to the Property for the duration of the Term of Stay in accordance with the Guest's Confirmed Booking;
- 2.2.5 "**Check-out**" means the date on which the Guest leaves the Property, being the last day of the Term of Stay in accordance with the Guest's Confirmed Booking;

- 2.2.6 "**Confirmed Booking**" bears the meaning ascribed to that term in clause 3.2 below;
- 2.2.7 "**Guest**" means the person who has booked to stay on the Property via the Reservation Platform, for and on behalf of the Affected Parties, for the duration of the Term of Stay;
- 2.2.8 "**Prime Rate**" means interest at a variable rate equal to the publicly quoted prime rate of the Ximuwu's bank (nominal annual compounded monthly in arrears) from time to time, and in the event of a dispute, the certificate of any manager or sub-manager of any branch of the Ximuwu's bank, whose appointment and authority need not be proved, as to such rate shall be final and binding on the Guest;
- 2.2.9 "**Property**" means Portion 2 of the Farm Hull No. 92, Registration Division KU, Province of Mpumalanga, in extent 988,7456 hectares, situated in the Klaserie Private Nature Reserve;
- 2.2.10 "**Reservation Platform**" means the Website and the online booking facilitation platform commonly known as "*Nightsbridge*" utilised by Ximuwu, for purposes of (i) marketing Ximuwu Lodge and (ii) facilitating the reservation of rooms at the Ximuwu Lodge;
- 2.2.11 "**Term of Stay**" means the period of days calculated from the Check-in date to the Check-out date in respect of a Guest's booking or Confirmed Booking (as the case may be);
- 2.2.12 "**Website**" means the lodge website accessible at <https://www.ximuwu.com/>;
- 2.2.13 "**Ximuwu**" means Ximuwu Lodge Proprietary Limited (registration number: 2021/791274/07), which shall include any of its subsidiaries, affiliates and/or its controlling or holding company(ies); and
- 2.2.14 "**Ximuwu Lodge**" means the lodge operated by Ximuwu and situated on the Property.

3. BOOKINGS

- 3.1 All bookings must be submitted by the Guest in writing to Ximuwu (whether submitted directly or via the Reservation Platform), and shall contain the Guest's and all Affected Parties' full name, country of origin, intended arrival and departure dates, flight or transfer details, contact number(s), and any specific requests or requirements relevant to such a booking.
- 3.2 A booking shall not be regarded as confirmed until such time as the required deposit has been paid in accordance with clause 4 below, and written confirmation has been issued by Ximuwu to the Guest ("**Confirmed Booking**"). Such written confirmation shall be provided to the Guest against (i) acceptance of the terms and conditions contained in these Terms by the Guest, in accordance with clause 1.2 above, and (ii) upon receipt by Ximuwu of payment in full of the applicable deposit amount (in accordance with clause 4 below).
- 3.3 Should Ximuwu receive a secondary enquiry against a provisional or unconfirmed booking, Ximuwu will make contact with the Guest via email for purposes of finalising the booking. A response from the Guest within 24 hours of the email being sent by Ximuwu will be required, failing which the provisional booking will be automatically released from any obligations under the provisional booking without further notice. If a response is received, the initial enquiry holder will have 7 days within which to make payment of the necessary deposit and receive confirmation, failing which the booking will be automatically released.

- 3.4 Ximuwu reserves the right, in its sole and absolute discretion, to decline any booking request without being required to furnish reasons therefor.
- 3.5 Bookings are strictly personal to the Guest and Affected Parties named in the confirmation and may not be transferred to any third party without the prior written consent of Ximuwu.
- 3.6 All special requests (including but not limited to dietary requirements, accessibility needs, specific room preferences, and safari activity preferences) must be communicated to Ximuwu, in writing, at the time of booking. Ximuwu will use reasonable endeavours to accommodate such requests but cannot guarantee fulfilment thereof, and the failure to accommodate a special request shall not constitute a breach of these Terms.

4. DEPOSITS AND PAYMENT

In respect of all bookings, the Accommodation Fee payable by the Guest shall be in paid in accordance with the below:

- 4.1 where the booking is made by the Guest more than 60 days prior to Check-in:
 - 4.1.1 a non-refundable and non-transferable deposit of 20% of the total Accommodation Fee is due and payable by the Guest within 7 days of the date when the provisional booking is made; and
 - 4.1.2 in any event, the balance of the Accommodation Fee is due and payable no later than 60 days prior to Check-in.
- 4.2 where the booking is made by the Guest less than 60 days prior to Check-in:
 - 4.2.1 a non-refundable and non-transferable deposit of 20% of the total Accommodation Fee is due and payable by the Guest within 7 days of the date when the provisional booking is made; and
 - 4.2.2 the balance of the Accommodation Fee is due and payable no later than 30 days prior to Check-in,

and where the booking is made by the Guest within 30 days or such fewer days prior to the Check-in date, the total Accommodation Fee shall be due and payable by the Guest within 7 days of the date when the provisional booking is made.
- 4.3 All payments shall be made by or on behalf of the Guest (i) via the Reservation Platform or (ii) by electronic fund transfer into Ximuwu's nominated bank account, free of any deductions, withholding or set-off whatsoever, in the currency of the Republic of South Africa (subject to the provisions of clause 4.6 below).
- 4.4 It is the sole duty of the Guest to ensure that payment is directed to the correct bank account. Payment into an incorrect bank account, whether caused by error, fraud, or any other reason, shall not release the Guest from the obligation to make full and timeous payment to Ximuwu, and Ximuwu shall have no obligation to assist in recovering any misdirected funds.
- 4.5 Any amount remaining unpaid after the date upon which it becomes due shall attract interest at the Prime Rate plus 2% per annum, calculated and payable monthly.

- 4.6 All rates are quoted in South African Rands (ZAR) unless otherwise expressly agreed in writing. Guests not ordinarily resident in South Africa may, at Ximuwu's discretion, be offered the option to secure pricing in a foreign currency. Any such quoted foreign currency rate shall be fixed for 7 days from the date the payment link is issued. Payments made after the initial 7 day period may be subject to a revised exchange rate. In the event of cancellation of a Confirmed Booking, the Guest may be liable for any shortfall arising from fluctuations in the contracted foreign exchange rate.
- 4.7 The Guest shall be liable for all bank charges, transfer fees and related costs associated with any payment made to Ximuwu.
- 4.8 In the event that the Guest fails to timeously pay the balance of the total Accommodation Fee after paying the necessary deposit and being issued with a Confirmed Booking, Ximuwu shall be entitled to cancel the Confirmed Booking by notice in writing to the Guest, in which case the Guest will be liable for the Cancellation Fee referred to in clause 6.4 below.

5. RATES

- 5.1 All rates are inclusive of the services and inclusions specified in the applicable rate sheet or quotation. Unless expressly stated otherwise, rates do not include flights, road transfers to and from the Property, travel insurance, gratuities, or any personal items or services not forming part of the standard package.
- 5.2 Conservation and community levies, where applicable, shall be charged separately and shall be refundable in the event of cancellation of a Confirmed Booking.
- 5.3 Ximuwu shall not be liable for any rate fluctuations imposed by third-party suppliers whose services Ximuwu books on behalf of the Guest, and the Guest must pay any increased rate when called upon to do so by Ximuwu.
- 5.4 Any rates communicated verbally or informally shall not be binding on Ximuwu. Only rates confirmed in writing by Ximuwu shall constitute the agreed price for the purposes of this agreement.

6. CANCELLATION

- 6.1 Any cancellation of a Confirmed Booking by a Guest shall be communicated to Ximuwu in writing. A cancellation shall only take effect upon receipt by Ximuwu of written notice thereof. For the avoidance of doubt, the term "cancellation" in this agreement includes any change of arrival or departure dates or a reduction in the number of rooms or nights forming part of a Confirmed Booking (in accordance with clause 6.6 below).
- 6.2 No refunds shall be given in respect of any early check-out by a Guest, for any reason whatsoever.
- 6.3 In the event of a no-show by the Guest, Ximuwu shall be entitled to charge a cancellation fee equivalent to the total Accommodation Fee for the entire duration of the Confirmed Booking, together with all pre-booked services and/or transfers.
- 6.4 Where the Guest requests a cancellation of a Confirmed Booking, and in the circumstances referred to in clause 4.8 above, the Guest will be liable to pay a reasonable cancellation fee ("**Cancellation Fee**"), which Cancellation Fee shall be calculated as follows:

6.4.1 in respect of Confirmed Bookings cancelled :

6.4.1.1 up to and including 60 days prior to Check-in, the Cancellation Fee shall be equal to 20% of the total Accommodation Fee; and

6.4.1.2 less than 60 days prior to Check-in, the Cancellation Fee shall be equal to 100% of the total Accommodation Fee.

6.5 Ximuwu shall be entitled to deduct the Cancellation Fee from the any amounts paid by the Guest to Ximuwu in terms of the Confirmed Booking. In the event that such aforementioned amounts paid to Ximuwu are not sufficient to cover the Cancellation Fee, or where a booking is cancelled in terms of clause 4.8 above, Ximuwu retains its rights to claim the Cancellation Fee or any shortfall directly from the Guest.

6.6 If the Guest requests a change in dates from the initial confirmed dates (being the Term of Stay), and such revised period is of a shorter duration than the Term of Stay, notwithstanding any indulgence granted by Ximuwu to change the Term of Stay, the provisions of clause 6.4 shall apply *mutatis mutandis* to such portion of the Term of Stay cancelled. By way of example, if the Term of Stay per a Confirmed Booking was 10 days over the Festive Season and the Guest requested to reduce such Term of Stay to 8 days, the Guest shall remain liable for (i) 20% of the Accommodation Fee on account of the 'cancelled' 2 days if the request for change was made more than and including 60 days prior to the Check-in date and (i) 100% of the Accommodation Fee on account of the 'cancelled' 2 days if the request for change was made fewer than 60 days prior to the Check-in date.

6.7 Conservation and community levies shall be refundable on cancelled bookings.

6.8 Ximuwu strongly recommends that all Guests and Affected Parties obtain comprehensive travel insurance to cover the financial implications of any cancellation. Ximuwu shall bear no liability for any costs arising from a cancellation, howsoever caused.

7. CHECK-IN AND CHECK-OUT TIMES

7.1 The Guest and Affected Parties shall be entitled to access to the reserved room from 14h00 on the Check-in date.

7.2 The Guest and Affected Parties shall be required to vacate the reserved room(s) by no later than 11h00 on the Check-out date.

7.3 Affected Parties arriving before the check-in time are welcome to make use of the communal areas and facilities at the Property, subject to availability, until their room(s) becomes available.

8. CHILD POLICY

As a game/safari environment within the Klaserie Private Nature Reserve, the Property operates within a wilderness setting that may present inherent risks, including but not limited to the presence of wild animals and uneven or unlit terrain. In view thereof, the following child policy applies:

8.1 no persons under the age of 12 years are not permitted at the Property, unless Ximuwu has granted express prior written consent to the contrary;

- 8.2 all minors (persons under the age of 18 years) must at all times be under the direct supervision and care of a responsible adult accompanying them at the Property;
- 8.3 parents and guardians indemnify, hold harmless and absolve Ximuwu from any and all claims arising in connection with any personal injury, harm, death, loss of support or damages of any nature whatsoever, whether arising from negligence or any other cause, suffered by any minor person while at the Property or participating in any activities thereon; and
- 8.4 Ximuwu reserves the right to exclude any minor person from participating in specific safari activities (including but not limited to game drives, helicopter flights and bush walks) where, in Ximuwu's sole discretion, the safety of the minor or other Guests may be compromised.

9. SAFARI ACTIVITIES AND SAFETY

- 9.1 The Guest acknowledges that the Property is a working game lodge in a natural wildlife environment which carries inherent risks, including but not limited to the presence of wild animals and uneven or unlit terrain.
- 9.2 Safari and game-viewing activities, including but not limited to guided game drives, bush walks, helicopter flights, night drives, treehouse overnights stays and any other wilderness activities offered at the Property, are conducted in a natural, open and wild environment. All Affected Parties participate in such activities entirely at their own risk.
- 9.3 Ximuwu, its officers, employees, rangers, field guides, agents, representatives, subsidiaries, affiliates, controlling or holding companies and insurers, past and present, shall not be liable or responsible for any personal injury, harm, death, loss of support, or any other damages of any nature whatsoever, whether arising from negligence or any other cause, suffered by any Affected Parties whilst participating in safari or other activities at or from the Property.
- 9.4 All Guests must comply with the instructions of Ximuwu's field guides, rangers, staff and any third party suppliers/contractors at all times during safari or other activities. Failure to comply with such instructions may result in the Affected Parties being excluded from further activities without refund.
- 9.5 Ximuwu reserves the right to cancel or modify any safari activity at any time, without notice and without liability, where Ximuwu considers it necessary to do so in the interests of safety, as a result of adverse weather conditions, or due to the movement or behaviour of wildlife.
- 9.6 The Guest acknowledges that the viewing of specific wildlife species cannot be guaranteed. Ximuwu makes no warranty or representation regarding the availability, sighting, or proximity of any particular animal or species during an Affected Parties' stay.
- 9.7 Affected Parties must adhere to all safety protocols and rules communicated by Ximuwu upon arrival, including but not limited to restrictions on movement within the Property after dark and behavioural guidelines when in the presence of wildlife.

10. TRAVEL INSURANCE, PASSPORT AND VISA REQUIREMENTS

- 10.1 All Guests and Affected Parties are responsible for procuring and maintaining comprehensive travel insurance to cover the financial implications of any cancellation, curtailment, loss, or medical emergencies which may arise in connection with or during their Confirmed Booking. The Guest and

Affected Parties hereby indemnify and hold harmless Ximuwu, its officers, employees, agents, representatives, subsidiaries, affiliates, controlling or holding companies and insurers, past and present, from any and all claims, liabilities, losses, damages, or expenses arising from or related to:

- 10.1.1 the Guest or Affected Parties' failure to maintain the aforesaid travel insurance; and
- 10.1.2 the Guest or any Affected Parties' engagement with any travel insurer, including but not limited to any disputes, claims for compensation, or coverage denials.
- 10.2 It remains the Affected Parties' sole responsibility to obtain and have available all appropriate and valid travel documents and/or visas required for travel to and within South Africa. Ximuwu assumes no responsibility for any Guest or Affected Parties being denied entry to South Africa due to non-compliance with immigration or travel requirements.

11. THIRD-PARTY SUPPLIERS

- 11.1 The Guest and Affected Parties acknowledge that Ximuwu is entitled to make use of third-party suppliers and may engage, subcontract or outsource any activity to be undertaken on the Property by the Guest or Affected Parties.
- 11.2 Ximuwu shall not be held responsible for any increases or amendments to rates imposed by third parties, and Ximuwu shall endeavour to notify the Affected Parties as soon as it becomes aware of any such increase. Should Ximuwu be unable to do so, the Guest and Affected Parties shall remain liable for any increase or amendment to such rates.
- 11.3 The Guest and Affected Parties hereby acknowledge that Ximuwu does not warrant, represent or guarantee the safety standards, certifications, insurance or conduct of an third-party supplier.
- 11.4 Provisional bookings with third-party suppliers are subject to availability and will only be secured upon payment and confirmation. Ximuwu reserves the right to release such provisional bookings without liability.
- 11.5 All air carriers are independent contractors and are not owned or operated by Ximuwu. Ximuwu shall not be held responsible for any amendment to scheduled flight timetables, seat assignments, schedule changes or discontinued flights, or for any additional costs incurred in connection therewith.
- 11.6 Flight fares are subject to change and any quoted fares are only valid for 24 hours. Ximuwu shall not be held liable for any fare increase resulting from delayed payment.

12. REFUNDS

- 12.1 Any refunds due shall be processed in the currency in which the Guest was invoiced and in the currency received by Ximuwu.
- 12.2 For the avoidance of any doubt, no refund shall be payable by Ximuwu in the event of a Guest's early departure, for any reason whatsoever.

13. CONDUCT AND BEHAVIOUR

- 13.1 The Guest and the Affected Parties undertake to behave in a responsible, respectful, and considerate manner at all times during the Term of Stay towards other guests, affected parties,

employees, contractors and suppliers, and not to cause disruption to the safe and harmonious operation of the Ximuwu Lodge or the Property.

13.2 Ximuwu operates a strict no-discrimination policy. The Guest and the Affected Parties hereby undertake not to act in any manner that is discriminatory, threatening, abusive, or offensive on the grounds of race, gender, sexual orientation, religion, or any other ground, which behaviour may result in immediate ejection from the Ximuwu Lodge and the Property.

13.3 Should Ximuwu, in its sole discretion, believe that a Guest or Affected Parties' conduct has caused, or presents a risk of, harm to the safety, wellbeing or enjoyment of other guests, affected parties, employees, wildlife, suppliers or the Property itself, Ximuwu reserves the right to :

13.3.1 immediately require the Guest or Affected Party to vacate the Property;

13.3.2 the Guest shall be responsible for the costs of any damage caused, all outstanding fees shall become immediately due and payable; and

13.3.3 for the avoidance of any doubt, no refund shall be payable in respect of any remaining accommodation or services,

and notwithstanding the provisions of clause 15 below, any breach of this clause 13.3 shall result in an immediate cancellation of a Guest and/or Affected Parties' Term of Stay, who shall be required to immediately vacate the Ximuwu Lodge and Property.

14. **FORCE MAJEURE**

14.1 Ximuwu shall not be liable for any failure to fulfil its obligations under this agreement if and to the extent that such failure is caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, earthquakes, fire, explosions, floods, extreme weather conditions, riots, wars (whether declared or not), hostilities, revolutions, civil disturbance or usurped authority, accidents, embargo or requisition, unforeseeable acts or omissions of any governmental authority, sabotage, nuclear incidents, epidemics, pandemics, strikes or labour unrest beyond Ximuwu's control, interruption or failure of power supply or telecommunications infrastructure, international restrictions, court orders, export controls, shortage of transport facilities, closure of or restrictions on access to the Klaserie Private Nature Reserve, or the failure of any authority whose consent is required for the performance of any obligation hereunder (a "**Force Majeure Event**").

14.2 Relief from liability by reason of this clause shall commence on the date on which Ximuwu gives notice of the relevant impediment and shall terminate upon the date on which such impediment ceases to exist.

14.3 In the event of a Force Majeure event, Ximuwu will use reasonable endeavours to offer the Guest an alternative stay date or a credit note for future use, at Ximuwu's sole discretion. No obligation to provide a cash refund shall arise as a result of a Force Majeure event.

15. **BREACH**

15.1 Should the Guest or any Affected Parties fail to comply with any of its obligations under these Terms or commit a material breach hereof, and fail to remedy such default or breach within 2 Business Days after having received written notice to do so, Ximuwu shall be entitled, at its election, to either

hold the Guest or any Affected Parties to the Terms and claim specific performance, or to cancel any booking made or Term of Stay and claim damages.

- 15.2 In the event of a breach by a Guest or an Affected Party, Ximuwu shall be entitled to retain all monies paid by the Guest pending the determination of any damages arising from a breach, and to offset any amount so retained against the damages determined to be owing.

16. GENERAL

- 16.1 These Terms shall be governed by, and construed in accordance with, the laws of the Republic of South Africa and all disputes, actions and other matters relating thereto shall be determined in accordance with such laws.
- 16.2 No Guest or Affected Parties shall have any claim or right of action arising from any undertaking, representation or warranty not expressly included in these Terms.
- 16.3 If any provision of these Terms is found to be void, illegal or unenforceable, the validity of the remaining provisions shall not be affected thereby, and such provision shall be severed from these Terms.
- 16.4 Ximuwu shall not be regarded as having waived any right under these Terms by reason of having granted any extension of time, indulgence or concession to the Guest or any Affected Parties with reference to any payment, accommodation period or performance, or by reason of having failed to enforce any right of action against the Guest or any Affected Parties.
- 16.5 These Terms constitute the entire agreement between the parties in relation to its subject matter and supersedes all prior negotiations, representations, undertakings and agreements relating thereto.