



Golf Master (Pty) Ltd.

+27 (0) 76 623 0917

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www.golfmaster.co.za

RESERVATIONS TERMS & CONDITIONS

**FOR JOCK SAFARI LODGE and FITZPATRICK'S @ JOCK
AT JOCK SAFARI LODGE**

Effective for all bookings with stay dates from: 01 May 2025

1. GENERAL

1.1 In this document (**Terms**):

1.1.1 Mitomeni River Lodge t/a Jock Safari Lodge (Registration number 2000/024243/07) means: Mitomeni River Lodge trading as Jock Safari Lodge, trading as **Jock Safari Lodge** and trading as **Fitzpatrick's at Jock**.

1.1.2 Golf Master (Pty) Ltd (Registration number 2024/524547/07) (Golf Master) means: Golf Master (Pty) Ltd trading as **Golf Master**.

1.1.3 **Guests** refer to all confirmed and prospective guests of Jock Safari Lodge and Fitzpatrick's at Jock, and, where applicable, include the booking agent, operator or any other person making booking requests and or reservations on behalf of such **Guests**.

1.2 These **Terms** shall be governed and interpreted in accordance with the South African Law.

1.3 These **Terms** apply to all booking requests and reservations made at **Jock Safari Lodge and Fitzpatrick's at Jock** and all related golf facilities.

1.4 If there is a conflict between these **Terms** and any other terms and conditions applicable to **Jock Safari Lodge and Fitzpatrick's at Jock**, and/or applicable to reservations and/or bookings made at **Jock Safari Lodge and Fitzpatrick's at Jock**, these **Terms** will prevail. Amendments to these **Terms** shall only be effective if agreed to by Mitomeni River Lodge t/a Jock Safari Lodge in writing.

1.5 Golfers' access to *Leopard Creek Country Club* courses, is conditional on the "stay and play" principle with minimum booked night requirements applicable. This principle, together with other campaign or rate category specific conditions, will be clearly stated on **Golf Master's** rate schedules and releases.

1.6 It is the responsibility of the **Guests** to procure suitable health and travel insurance to protect against force majeure, unforeseen cancellation, delays, injury, loss or any other prejudice of whatsoever cause. Neither Golf Master nor its suppliers will be held liable for any loss or damage occasioned by any such *force majeure*, unforeseen cancellation, delays, injury, loss or any other prejudice of whatsoever cause suffered by any **Guest**.

1.9 All booking/reservation amendments, variations or cancellations must be submitted by e-mail to info@golfmaster.co.za and shall only be valid if accepted and confirmed in writing by **Golf Master**.

1.10 The **Guest** will be given a standard 48-hour period or a separately agreed period of time to confirm an existing provisional reservation/booking. A deposit payment will be requested to confirm this booking/reservation.

1.11 **Golf Master** will send written notification of this request and will auto-release the provisional booking/reservation if no updates or booking confirmations are received from the **Guest** within this 48-hour



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period or a separately agreed period of time. A written confirmation of the decision will be sent to the affected **Guest**.

1.12 Bookings/Reservations that fall within cancellation window periods may not be moved outside this window to avoid cancellation fees. Material changes or postponements to arrival dates of bookings/reservations will be treated as a cancellation. In the event that a confirmed reservation needs to be moved to a date that Mitomeni River Lodge cannot assist with, such a booking will also be treated as a cancellation.

2. RATES

2.1 All rates are quoted in ZAR and include VAT at 15% (or the current prevailing Value Added Tax percentage levied at the time of the confirmation of the booking/reservation).

2.3 While due care will be taken, **Golf Master** reserves the right to amend published rates, at any time, without notice.

2.5 Costs not covered by the travel package must be settled by the **Guest** on departure. **Guests** will be asked to produce a method of securing cover (on arrival) for any incidental spend by ways of a credit card hold.

3. DEPOSIT & CANCELLATION FEES/POLICIES

The deposit and cancellation fees/policies below are applicable to the total value of the relevant booking/reservation, including at Mitomeni River Lodge trading as **Jock Safari Lodge** and trading as **Fitzpatrick's at Jock**, and any additional services booked with **Golf Master**.

Golf Master urges **Guests** to familiarize themselves with these terms to ensure they are understood at the outset, even before requesting a booking/reservation.

3.1 INDIVIDUAL TRAVELLER (F.I.T) POLICY/FEES – (1-3 ROOMS)

3.1.1. FIT Deposits:

Confirmation for a 1-3 Room FIT booking/reservation is only given when the following amounts are paid to **Golf Master** by the specified dates.

50% of the total value of the FIT Reservation, where the arrival date is more than 60+ days from the FIT Reservation date. If the date of the reservation request is less than 60 days from the date of arrival, full payment will be needed in order to confirm the reservation.

All FIT Reservations will be regarded as provisional unless/until one of the above conditions (3.1.1) are met.



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3.1.2. FIT Cancellation Fees:

All confirmed FIT Reservations are subject to a minimum cancellation fee of **10% of the total reservation value**, regardless of the cancellation date. Should one person in a shared room cancel, the room rate will then revert to a single occupancy and a single occupancy supplement will be applicable to the guest.

The following amounts are payable if a confirmed FIT Reservation is cancelled:

- **50%** of the total value of the FIT Reservation where cancellation is received 60 days or less prior to the arrival date.
- **100%** of the total value of the FIT Reservation where cancellation is received 30 days or less prior to the arrival date.
- **100%** of the total value of the FIT Reservation in the event of a no-show.

3.2 GROUP POLICY/FEES - (4+ ROOMS)

3.2.1. Group Deposits:

Confirmation for a Group (4 rooms or more) booking/reservation (Group Reservation) is only given when the following amounts are paid by the specified dates:

50% of the total value of the Group Reservation, where the arrival date is more than 90+ days from the Group Reservation date. If the date of the reservation request is less than 61 days from the date of arrival, full payment will be needed in order to confirm the reservation(s).

All rooming lists are required thirty (30) days prior to arrival.

All Group Reservations will be regarded as provisional unless/until one of the above conditions (3.2.1) are met.

3.2.2. Group Cancellation Fees:

The cancellation policy is applied in the event of a reduction in rooms. Should one person in a shared room cancel, the room rate will then revert to a single occupancy and a single occupancy supplement will be applicable to the guest.

All confirmed Group Reservations are subject to a minimum cancellation fee of **10% of the total reservation value**, regardless of the cancellation date.

The following amounts are payable if a confirmed Group Reservation is cancelled:

- **50%** of the total value of the Group Reservation where cancellation is received 90 days or less prior to the arrival date.
- **100%** of the total value of the Group Reservation where cancellation is received 60 days or less prior to the arrival date.
- **100%** of the total value of the Group Reservation in the event of a no-show.



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4. CHILD POLICY/FEEES

4.1 **Jock Safari Lodge** accommodates families with children from six (6) years and older on the following basis:

* Applicable adult rate(s) will apply to children of all ages.

* **Jock Safari Lodge** can only accommodate a maximum of two (2) adults per room.

* A private vehicle is reserved for the sole use of the family; a daily surcharge for private vehicle use will be applied.

* Additional beds can accommodate a maximum of one (1) child each OR two (2) children per bunk bed (11 years or younger)

- Persons under the age of thirteen (13) years are not permitted on any wilderness walks.

4.2 **Fitzpatrick's at Jock** accommodates families with children from 0-11 years old on the following basis:

* Children from 0 up to and including 5 years are permitted at Fitzpatrick's at Jock ONLY.

* Additional beds can accommodate a maximum of one (1) child each OR two (2) children per bunk bed (11 years or younger)

* Cots can accommodate a maximum of one (1) child per cot.

* Complimentary child minding is offered during game drive hours, additional child minding can be secured at an additional cost outside of these times.

* Additional children from 0 up to and including 5 years old:

- are accommodated on a complimentary basis when sharing a room with adults – dependent on the availability of cots and/or additional bed.

- are permitted on game drives conducted within the **Jock Safari Lodge** Concession only.

* Additional children from 6 up to and including 11 years old:

- are accommodated at the child supplementary rate when sharing a room with adults – dependent on the availability of rooms with an additional bed.

- are permitted on game drives.

- Persons under the age of thirteen (13) years are not permitted on any wilderness walks.

- Persons twelve (12) years and older are considered adults.

5. RESPONSIBILITY

To the fullest extent permitted by law:

5.1. Neither **Golf Master** nor its suppliers, nor any person acting for or on behalf of or employed by **Golf Master**, or its suppliers will be liable for any loss, damage or injury of whatsoever nature and howsoever arising including, without limitation, all direct and indirect, consequential and special losses or damages (Loss), sustained by any **Guests**, agent, or other person (indemnifying party) making a reservation, or staying at **Jock Safari Lodge** and/or **Fitzpatrick's at Jock**, arising from or in connection with (i) any travel undertaken by any indemnifying party to and/or from **Jock Safari Lodge** and/or **Fitzpatrick's at Jock**, (ii) any reservation made and/or accommodation used and/or stay at **Jock Safari Lodge** and/or **Fitzpatrick's at Jock** by the indemnifying party and/or (ii) the use by any indemnifying party of any of the golf courses and/or other **Mitomeni River Lodge** facilities.



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5.2. The **Guest** indemnifies and holds **Golf Master**, its directors, employees, suppliers and agents, harmless against any and all claims made by any **Guest** arising from loss, injury, death, illness, delays, theft, fines, taxes or other fiscal charges or penalties or any other claims of whatsoever nature and howsoever arising (Loss) and whether or not any such claim arises as a result of any act or omission of **Golf Master**, a member of its staff or any other person.

6. SUPERVENING IMPOSSIBILITY OF PERFORMANCE / FORCE MAJEURE

6.1 If either **Golf Master** or its suppliers is unable to perform any of its obligations under these **Terms** due to any reason beyond its control, including, but not limited to, *force majeure*, acts of God, strikes, flood, storm, fire, epidemic, pandemic, travel bans and/or restrictions imposed by and/or any other acts of a competent or government authority (including the government of the Republic of South Africa) (*Force Majeure Event*), then both parties will be excused from any obligations under these **Terms** while such *Force Majeure Event* persists, but in respect only of the affected booking/s/reservation/s. This means that **Golf Master** and its suppliers may, in its discretion, vary or cancel bookings/reservations.

6.2 The party invoking the *force majeure* shall use its reasonable endeavours to terminate the circumstances giving rise to the *Force Majeure Event* and upon termination of the circumstances giving rise thereto, shall immediately advise the other party thereof in writing.

7. HEALTH

It is the **Guests'** sole and absolute responsibility to ensure that they are aware of and take any necessary health precautions recommended or required for travel, as well as to declare their medical status in relation to COVID-19 or any other communicable diseases. Health insurance is strongly recommended.

COMMUNICABLE DISEASES

7.1 **Golf Master** nor its suppliers will not be held responsible for any actual or alleged loss, liability, damage, claim, compensation, injury, sickness, disease, death, medical payment, costs or expenses, including legal or professional costs, or any other amount, directly or indirectly caused by, arising from, or in connection with a communicable disease or fear or threat (whether actual or perceived) of or associated with a communicable disease.

7.2 For the purposes of this clause, loss, liability, damage, claim, compensation, medical payment, cost or expense, or any other amount, includes, but not limited to, any cost to clean-up, detoxify, remove, monitor, test for and/or treat a communicable disease.

7.3 A communicable disease is any disease which can be transmitted by means of any substance or agent from any organism to another organism where the substance or agent includes, but is not limited to, a virus, bacterium, parasite or any other organism or any variation thereof, whether deemed living or not, and the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or between organisms, and the disease, substance or agent can cause or threaten death, bodily injury, illness, emotional distress, damage to human health, human welfare or property.



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8. DATA PROTECTION

8.1 **Golf Master** and its suppliers are required to process personal information in order to fulfil its obligations under these **Terms** and the discloser of information consents to **Golf Master** and its suppliers processing such personal information, and further undertakes that he/she has the authorisation to disclose such information.

8.2 **Golf Master** and its suppliers must process personal information which includes, but is not limited to, personal and/or business details, email addresses and other contact details, billing information and any documents and forms which are submitted to **Golf Master** for the purpose of securing the **Guests'** reservation(s).

8.3 **Golf Master** will abide by applicable data privacy laws in connection with these **Terms**, including, but not limited to, the Protection of Personal Information Act, No. 4 of 2013.

8.4 **Golf Master** will take all reasonable appropriate technical and organisational security measures to ensure that data supplied to it ("discloser's data") is protected against loss, destruction and damage, and against unauthorised access, use, modification, deletion, disclosure or other misuse.

8.5 **Golf Master** will take reasonable steps to identify all reasonably foreseeable internal and external risks posed to the discloser's data in **Golf Master's** possession or control and establish and maintain appropriate safeguards against any risks identified. The safeguards shall be updated continually in response to new risks or deficiencies in previously implemented safeguards.

8.6 **Golf Master** will ensure that its technology, including all databases, systems, network and equipment on which the discloser's data is processed as part of fulfilling his obligations in these **Terms**, shall at all times be in a standard no less than the standards which are in compliance with the best industry practice for the protection, control and use of the discloser's data and conform to the disclosing party's reasonable requirements.

8.7 **Golf Master** shall ensure that its employees shall, in respect of the discloser's data:

8.7.1 not process any of the discloser's data for any purpose other than to the extent necessary to fulfil our obligations under this agreement;

8.7.2 at all times strictly comply with all the provisions and requirements of any of the disclosing party's protection policies and procedures which may be in force from time to time;

8.7.3 comply with any reasonable request made or direction given by disclosing party in connection with the requirements of any data protection and other laws governing the provision of the services under this agreement;

8.7.4 not do or permit anything to be done which might jeopardize or contravene any data protection and other laws governing the provision of the services under this agreement;

8.7.5 not disclose the discloser's data without the written authority of the disclosing party (except for the purposes of fulfilling its obligations under these **Terms**), and immediately notify the disclosing party where it becomes aware that a disclosure of discloser's data may be required by law; and

8.7.6 immediately notify the disclosing party when it becomes aware of a breach of this clause.



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9. THIRD PARTY SERVICES

Golf Master acts as an agent only in securing services and therefore cannot be held liable for any loss, damage, injury, accident, delay or any other irregularity that may occur by other suppliers.

10. PAYMENT DETAILS

10.1 Secure online payments accepted via Visa and Mastercard for all Golf Master Signature Collection packages only.

Golf Master's banking details are as follows:

Account name:	Golf Master Pty Ltd
Bank:	First National Bank
Branch code:	255355
Cheque account number:	6311 6906 231
SWIFT:	FIRZAJJ

10.2 All payments to **Golf Master** must be made into the above bank account, without deduction or set-off, and free of all bank and currency conversion charges.

10.3 All **Guest** bank and currency conversion charges are the responsibility of the **Guest** making the relevant bank transfer/payment.

10.4 First National Bank exchange rates will apply for currency conversion purposes.

10.5 Payments must be received by **Golf Master** on/by the dates stipulated on the Invoice. Delays in payment services and mislaid payments are the responsibility of the person making the reservation and/or the payment.

10.6 **Guests** are advised to pre-book all services such as tee-off times and spa treatments well in advance.

10.7 While all care and considerations are taken, **Golf Master** is not responsible, nor can they be held liable, for any inaccuracies or changes in respect of any information contained or published on the **Golf Master** or service suppliers' websites or any brochures or other promotional or marketing material. E&O

11. DEEMED ACCEPTANCE

By confirming a booking/reservation with **Golf Master** or transferring funds in order to confirm the booking request/reservations you hereby are deemed to have accepted the terms and conditions as set out in these **Terms** and the booking/reservation conditions applicable to the specific rate and room category that you have chosen.