



TERMS & CONDITIONS 2026

1. Booking Policy

- 50% Deposit required for Confirmation, Balance payment due 14 days prior to arrival

2. Confirmation Policy

- All bookings are subject to availability.
- Reservations will be confirmed upon receipt of the required payment and processed within 2 days, with confirmation sent by email.
- **Right of admission is reserved.**

3. Cancellation Policy

- Cancellation **7 days or less prior to arrival** / no-show: forfeit 100% of total booking value.
- Cancellation **14 days prior to arrival**: forfeit 50%.
- Cancellation **30 days prior to arrival**: forfeit 25%.
- Cancellation **60 days prior to arrival**: forfeit 10%.
- An administration fee of **R150** applies to all cancellations.
- Refunds will be processed within 30 days.

4. Rates Conditions

- Rates are inclusive of VAT unless otherwise stated.
- Rates are subject to change without prior notice.

5. Payment Details

- Payment is accepted via Visa, MasterCard, secure payment link, or bank transfer (details provided on request).
- Transaction currency is South African Rand (ZAR).
- The Property is a **cashless establishment**.

6. Customer Privacy Policy

- The Property takes reasonable steps to protect guests' personal information in line with the *Promotion of Access to Information Act 2 of 2000* and the *Protection of Personal Information Act 4 of 2013 (POPIA)*.



7. Company Details

- Somkhanda Big 5 Tourism (Pty) Ltd
- Reg: 2021/837992/07
- Non VAT Registered
- Address: R69 Candover Road, Somkhanda Game Reserve

8. Variation

- The Property may, in its sole discretion, amend these Terms & Conditions without prior notice.

9. Indemnification & Limitation of Liability

- Guests use the Property, facilities, and Somkhanda Game Reserve access entirely at their own risk.
- The Property, its owners, directors, officers, and employees are indemnified against any loss, injury, claim, or damage of any nature, including but not limited to theft, accident, illness, or death, arising from a guest's stay or use of the premises.
- Liability for damages is limited to the value of the booking paid.

10. Loss, Claim or Damage

- Guests are liable for any damage caused to the Property, and the cost of repairs/replacements will be added to the final bill.
- **Smoking in rooms:** R2,500 fine plus costs of damages/cleaning, at management's discretion.

11. Prohibited Conduct

11.1 Illicit Substances

- In terms of the *Drugs and Drug Trafficking Act 140 of 1992*, the possession, use, cultivation, or dealing of unlawful substances — including cannabis (except strictly private use in a private dwelling) — is prohibited.
- The Property is a **public accommodation facility** and does not qualify as a private dwelling.

11.2 Smoking and Vaping

- Smoking (including tobacco, cannabis, e-cigarettes, and vaping devices) is prohibited inside rooms, dining areas, and enclosed spaces, in compliance with the *Tobacco Products Control Act 83 of 1993*.
- Smoking is permitted only in designated outdoor areas. Use of provided ashtrays is required.

11.3 Weapons and Dangerous Items

- Firearms, explosives, fireworks, or hazardous materials are prohibited unless expressly authorised in writing by management and compliant with applicable laws.



11.4 Disruptive or Illegal Behaviour

- Disorderly conduct, excessive noise, harassment of staff or guests, vandalism, or any criminal activity will not be tolerated.

12. Reserve the Rights

- The Property reserves the right to:
 - Take copies of guest identification documents.
 - Apply booking and cancellation policies.
 - Refuse admission or evict guests in breach of these Terms.
 - Prohibit pets or visitors unless pre-approved in writing.
 - Disallow illegal activities, parties, or unauthorised events.

13. Force Majeure

- The Property shall not be held liable for failure to perform its obligations due to circumstances beyond its reasonable control, including but not limited to natural disasters, pandemics, government restrictions, strikes, or interruptions of utilities.

14. Governing Law & Jurisdiction

- These Terms & Conditions are governed by the laws of the Republic of South Africa.
- Any dispute shall fall within the exclusive jurisdiction of the courts of South Africa.

15. Cancellation due to Weather Conditions

- Please note Somkhanda Big 5 Tourism can't be held liable for unforeseen weather conditions. All guests place their booking at own risk, should you wish to cancel due to weather conditions – it will be treated as a normal cancellation as per the below cancellation policy.

16. Gate Times

- Please note that we have strict gate times: 05h00 – 19h00 (October – April) and 06h00 – 18h00 (May – September) Failure to abide by these times, will result in access being denied and/or a fine of R1500 per vehicle may be charged

17. Conservation Levies

- Conservation levies will be added to your final invoice:
 - R100.00 per adult per day
 - R50.00 per child per day (4-11Years)



SOMKHANDA GAME RESERVE

Right of Admission is reserved. Each visitor which enters the reserve and participate in the activities Somkhanda Big 5 Tourism conduct within the reserve is on a voluntary basis and at his/her own risk. Admission is subject to acceptance of the terms and conditions contained in this agreement.

TAKE NOTICE THAT the facilities and associated activities conducted within the Somkhanda Game Reserve, may be subject to risks of an unusual character and nature, which could result in serious injury, illness, death or damage to property. These risks include, but is not limited to:

1. Attacks or injury by free roaming wild and dangerous animals, reptiles, birds and insects in their natural habitat which may include Elephant, Lion, Rhino, Buffalo or Leopard. These animals are, by their very nature, unpredictable and extremely dangerous and any close personal interaction with these animals.
2. Indigestion of poisonous plants, consumption of polluted water. Do not ingest unknown plants, leaves or fruits.
3. Heat exhaustion and sunburn, Visitors are urged to use sunscreen and increase their intake of fluids to protect them against exposure to heat and sun.
4. Road accidents. Gravel roads, free roaming animals, potholes and erosion significantly increases the risk of road accidents. Please drive at a safe speed and pay special attention to animals, potholes, visitors and official vehicles of the reserve.
5. Drowning. Please refrain from entering or swimming in rivers and dams and never leave children unattended in the vicinity of rivers, dams and swimming pools.
6. Insect Bites. Please always use mosquito and bug repellent to prevent bites from harmful Insects.
7. Hazards and risks associated with rivers, streams, dams and other bodies of water that may be affected by unpredictable weather, tides, flooding and other circumstances.

Although every effort is made to maintain roads, gates, floodgates, fences and to otherwise prevent any loss to visitors, the visitor acknowledges that it would be unreasonable to expect owners, operators, managers, landowners, agents, representatives, servants or employees of the reserve to succeed in doing so within the context and environment of the Reserve or within time frames as may be otherwise expected in developed areas.

The visitor subsequently acknowledge that he/she acquainted himself/herself with and is fully aware of the real danger and risks associated with wildlife areas, game reserves, game lodges and associated activities, especially arising from the presence of wild and dangerous animals, reptiles, birds and insects and the real risk of bodily harm, illness, Injury, death and / or damage to property, which may arise as a result from any encounter with the aforementioned creatures within the context of the particular circumstances prevailing on a game reserve environment.

The visitor subsequently voluntarily assume the risk inherent in visiting the reserve, as well as participating in the activities made available within the reserve and hereby indemnify and hold harmless and free, the managers, associated legal entities, operators, landowners and product owners of the reserve, their associates, agents, representatives, servants and employees against any and all such injury, illness, death, loss or damage which he/she may suffer whether arising from an act or omission on their part or not. This Indemnity includes any and all claims of whatsoever nature which may arise on behalf of his/her family, dependants and /or persons accompanying him/her. Managers, associated legal entities, operators, landowners and product owners of the reserve, their associates, agents, representatives, servants and employees shall further not be liable for punitive damages, indirect damages, consequential damages, loss of profits, third party claims or any claims imposed on the reserve by laws or statutes of countries outside of the Republic of South Africa. The visitor warrants his/her authority to bind his family, dependants, minor children and persons accompanying him/her.



Visitors suffering from a pre-existing medical condition should consult their physician before participating in any adventure activities and indemnify the Company against any harm or adverse reactions suffered as a result thereof. The reserve may at its discretion and without prejudice and without admission of liability arrange emergency medical treatment for and on behalf of any visitor, Visitors also herewith accept and admit that the facilities and associated activities may hold potential danger to children and accepts full responsibility for the actions and safety of the children under their control including damage caused by such children.

In the interest of the safety and security of all persons, visitors voluntary subject themselves to random searches and routine checks and shall at all times adhere to the instructions of officials, managers, landowners and representatives of the reserve

You further acknowledge that you are fully aware you will be camping on a site situated inside the big five wilderness area with no fences and that you may encounter dangerous animals visiting the sites and accept full responsibility and liability for any encounter that may occur as a result of this activity.