



Ratray Reserves General Terms and Conditions - Valid until 31 December 2009

1. **General**
 - 1.1. In this document, **Ratray Reserves** shall mean:
MalaMala Ranch (Pty) Ltd (incorporating MalaMala Camp, the Sable Camp and Ratray's on MalaMala)
Mashatu Nature Reserve (Pty) Ltd (incorporating Mashatu Main Camp, Mashatu Tent Camp and all bona fide concessionaires)
Mount Anderson Ranch
 - 1.2. This agreement and its interpretation shall be subject to South African Law.
 - 1.3. All reservations will be on a pre-payment basis. Should payment not be timeously received, Ratray Reserves reserves the right to automatically cancel such reserved accommodation.
 - 1.4. It is an express condition when entering into a business partnership with MalaMala and Mashatu Game Reserves that our rates are not published in either print or electronic media at a lesser value than our rack rate.
 - 1.5. **MalaMala Ranch (Pty) Ltd & Mount Anderson Ranch (Pty) Ltd:** Check-in time is 12h00 and check-out time is 11h00. Any variations on these times must be advised prior to guests' arrival at the camps and any variations are at the sole discretion of the Camp Manager.
 - 1.6. **Mashatu Nature Reserve (Pty) Ltd:** Check-in time is 14h00 and check-out time is 12h00. Any variations on these times must be advised prior to guests' arrival at the camps and any variations are at the sole discretion of the Camp Manager
 - 1.7. Transfers to and from camps and the airport/airstrips/entrance gates are by road. Transfer times are dictated by passenger numbers and their flight variations. Please note that charges are not levied for the transfer to/from MalaMala Airfield/ Limpopo Valley Airfield to connect with scheduled flights. Any additional transfers are charged at a nominal rate per person. Please note that we are unable to conduct transfers from Kruger Mpumalanga International Airport but we are able to make these transfer arrangements on behalf of travel companies / guests and debit accordingly.
2. **Rates**
 - 2.1. All rates apply to both group and F.I.T. reservations and are quoted per person per night, inclusive of VAT
 - 2.2. Ratray Reserves reserve the right to amend the published rates without notice.
 - 2.3. Rates quoted include game drives, which form an indivisible portion of the rates quoted.
 - 2.4. Rates are quoted in US Dollars and payment is accepted in this currency. However, arrangements can be made to convert this to SA Rand using the rates supplied to MalaMala by Nedbank.
 - 2.5. Rates converted into SA Rand are only valid if all deposits are received on due date/s. Failing this Ratray Reserves reserve the right to re-quote the rate or cancel the booking.
 - 2.6. Ratray Reserves cannot be held liable for any rate fluctuations of third party suppliers whose services Ratray Reserves have booked on behalf of travel companies / guests.
3. **Children Policy**
 - 3.1. MalaMala: Children under 12 years, sharing accommodation with full paying adults, pay the quoted child tariff.
 - 3.2. Sable Camp: Children under 12 years are not permitted.
 - 3.3. Ratray's on MalaMala: Children under 16 years are not permitted.
 - 3.4. Mashatu Main Camp: Children under 12 years, sharing accommodation with full paying adults, pay the quoted child tariff.
 - 3.5. Mashatu Tent Camp: Children under 12 years are not permitted.
 - 3.6. Mount Anderson Ranch: Children under 12 years are not permitted.
4. **Tour Leader/Pilot/Driver/Guide Policy**
 - 4.1. Accommodation for a bona fide tour leader/pilot/driver/guide shall be in B grade accommodation.
 - 4.2. The B grade accommodation rate is applicable. This rate is purely for accommodation/meals and does not include game drives/other special activities. The latter shall be offered subject to availability.
5. **F.I.T. Policy**
 - 5.1. No reservation is secure / confirmed until a deposit is received to secure the booking. Ratray Reserves reserve the right to automatically release accommodation being held unless a deposit is received within the stated period for each reservation.
 - 5.2. Ratray Reserves reserve the right to charge the following cancellation fees should a confirmed reservation be cancelled within the following period: -
 - 5% cancellation fee if cancelled more than 60 days prior to arrival.
 - 25% cancellation fee if cancelled less than 60 days prior to arrival.
 - 50% cancellation fee if cancelled less than 30 days prior to arrival.
 - 100% cancellation fee if cancelled less than 14 days prior to arrival.
 - 5.3. All guests shall settle their extras accounts in full prior to departure from the camps.
- 5.4. **High Season Policy:**
20 December 2008 – 10 January 2009, 20 December 2009 – 10 January 2010.
Ratray Reserves reserve the right to charge the following cancellation fees should a confirmed reservation be cancelled within the following period: -
 - 5% cancellation fee if cancelled more than 90 days prior to arrival.
 - 25% cancellation fee if cancelled less than 90 days prior to arrival.
 - 100% cancellation fee if cancelled less than 60 days prior to arrival.
6. **Group Policy**
 - 6.1. Any party reserving 50% or more of the rooms at one camp, or 8 or more rooms at any of the above camps is considered a group.

- 6.2. No reservation is secure / confirmed until a **10% non-refundable** deposit is received to secure the booking. Two further deposits of 25% each are required at intervals, as notified on the confirmation voucher, prior to the date of arrival – and the full balance of all services and accommodation is required no later than one month prior to the date of arrival. Rattray Reserves reserve the right to automatically release accommodation being held unless the required deposits are received within the stated period.
- 6.3. Rattray Reserves reserve the right to charge the following cancellation fees should a confirmed reservation be cancelled within the following period: -
 10% cancellation fee if cancelled more than 180 days prior to arrival.
 25% cancellation fee if cancelled less than 180 days prior to arrival.
 100% cancellation fee if cancelled less than 60 days prior to arrival, or no show.
- 6.4. Final numbers for groups must be confirmed 60 days prior to arrival after which time any reduction in numbers will incur cancellation fees in accordance with the group policy. Refer 6.3.
- 6.5. All nett accommodation and transfer costs must be pre-paid no less than 30 days prior to arrival. All extras must be settled direct at the camp by the clients, prior to their departure.
- 6.6. Rattray Reserves reserve the right to limit the number of single room rates at each camp.
- 6.7. **High Season Policy:**
20 December 2008 - 10 January 2009, 20 December 2009 – 10 January 2010.
 Confirmation of groups over the high season period is strictly at the discretion of Rattray Reserves' management.
7. **Cancellations**
- 7.1. Cancellation fees are calculated on the nett rate per person.
- 7.2. Should cancelled accommodation be resold, cancellation fees will be refunded less a 5% handling charge except in the case of groups where a 10% handling charge will be levied.
- 7.3. **Please ensure that all guests are covered by a travel insurance policy to protect against unforeseen cancellation, delays, injury, loss or any other prejudice of whatsoever cause.**
- 7.4. All reservation amendments or cancellations are valid only if advised and accepted in writing by facsimile or e-mail.
8. **Important Notes**
- 8.1. Failure on the part of the guest / travel company to comply timeously or at all with any of the Terms and Conditions contained herein shall entitle Rattray Reserves, at its sole discretion, regardless of reservation requirements and/or payments already received, to cancel/refuse to accept the guests / travel companies reservation in respect of group/s or individual/s in question, unless satisfactory alternative arrangements are made by the guest / travel company.
- 8.2. It is to be noted that this agreement is between Rattray Reserves and the party making the reservation and no leniency or indulgence will be granted by Rattray Reserves in the event of other group/s or individual/s not timeously performing their corresponding duties to the party making the reservation.
- 8.3. Please note that should Rattray Reserves receive a firm, deposited booking over the dates when the guest / travel company is holding space and prior to the guest / travel company forwarding the necessary deposits to secure the reservation, the guest / travel company will be requested to release the space he/she is holding, or to forward an immediate non-refundable deposit on all space held, to secure the space.
9. **Payment Details** - Please ensure a copy of the bank transfer/ deposit slip, together with the reservation details are faxed to the central sales and reservations office.
- 9.1 **US Dollars for all properties:**
 The Curzon Corporation Ltd T/A Rattray Reserves, Barclays International, 68 Knightsbridge, London. Account No. : 74669411, Sort Code 20-47-35, Swift Code BARCGB22, IBAN # GB 38 BARC 2047 3574 6694 11.
- 9.2 **ZA Rands:**
MalaMala Game Reserve and Mount Anderson Ranch
 MalaMala Ranch (Pty) Ltd, Nedbank, Smith Street, Durban, KwaZulu-Natal.
 Account No. : 1305 805 089, Branch Code 13052600.
Mashatu Game Reserve:
 Mashatu Nature Reserve (Pty) Ltd, Nedbank, Smith Street, Durban, KwaZulu-Natal.
 Account No. : 1305 832 175, Branch Code 13052600.
- 9.3 All bank charges are the responsibility of the guest / travel company making the relevant bank transfer into one of the Rattray Reserves bank accounts
- 9.4 Nedbank exchange rates, as supplied to Rattray Reserves, on the date of agreement will apply for conversion purposes.
- 9.5 Master Card, Visa and American Express are accepted for foreign currency payments in respect for prepaid reservations only
- 9.6 Master Card and Visa are accepted in Rands and Pula respectively at all our camps. American Express is accepted at all camps but only in Rands whilst Diners Club is only accepted at MalaMala Game Reserve.
- 9.7 All credit cards require a letter of authorisation with the cardholder's signature to debit same.
- 9.8 Alternatively a direct bank transfer in US Dollars is required. Please note any applicable bank charges are the responsibility of the travel company / guest. See 9.1 for banking details.
- 9.9 Notwithstanding clause 9.10 below, cheques for accommodation cannot be accepted less than 15 days prior to the guest's arrival in camp.
- 9.10 Full pre-payment of accommodation and transfers should be received a minimum of 30 days prior to the guest's arrival.
- 9.11 Payments must be received by Rattray Reserves on the dates stipulated, failing which Rattray Reserves reserve the right to collect payment directly from the guest on arrival. Delays in postal services and mislaid payments are the responsibility of the travel company
- 9.12 Cheques are not accepted at any of the camps.
10. **Variation/Waiver**
- 10.1. Variation or waiver of the above Terms and Conditions is at the sole discretion of Rattray Reserves management.