

In this Agreement- "Client" means the adult person or incorporated entity reflected as such on the Invoice; "Agent" means any booking agent facilitating the transaction, including if employed by or affiliated to Afriski; "Resort" means the entirety of the Afriski Mountain Resort (the extent of which is the property as defined in the lease with Lesotho's monarch) together with all residential and commercial facilities established thereon; and "Afriski" means Afriski Mountain Resort (Pty) Limited, incorporated in Lesotho under Registration No. 2014/50019, VAT No. 1543208, and being the provider (directly or indirectly) of the "Accommodation" and "Resort Services" (including: pre-paid meals, Resort activities, ski passes, equipment rental, and ski lessons, etc) being the subject of this Agreement. For the avoidance of doubt, these Terms and Conditions apply also to any booking made online, with or without the assistance of an Agent.

1 Quotations and Booking

On enquiry, a quotation will be sent to the Client as a pro-forma invoice and, unless and until confirmed by way of payment by the Client in terms of 2 (in which case the quotation will be deemed a Booking and confirmation thereof will be sent to the Client, who irrevocably accepts these Terms and Conditions), such quotation will -

- 1.1 not guarantee the availability of the Accommodation or Resort Services;
- 1.2 be subject to change at any time without prior notice; and
- 1.3 expire 72 hours after being sent to the Client.

2 Payment

2.1 All payments shall be made by EFT, without cost or set-off, into Afriski's banking account as designated on the invoice using the Booking No. as transaction reference and with payment confirmation being sent by eMail to bookings@Afriski.net. For the avoidance of doubt, the payment shall only be deemed made when it reflects in Afriski's bank account.

2.2 Payment of 50% of the pro-forma invoice amount is required in order to secure a Booking made more than 30 days before arrival, with the balance being due no later than 30 days before arrival (failing which the Booking will be deemed to have been cancelled by the Client and the provisions of 3 shall apply).

2.3 Any Booking made 30, or fewer, days before arrival requires payment of 100% of the pro-forma invoice amount.

3 Cancellations & Amendments

3.1 A cancellation or amendment request will only become effective when received by Afriski in writing.

3.2 Any cancellation of a Booking (or part thereof), regardless of whether for Accommodation or a Resort Service (the "Cancelled Portion"), that is received-

- 3.2.1 more than 30 days before arrival, will incur a fee of 20% of the invoiced value of the Cancelled Portion;
- 3.2.2 between 30 and seven days before arrival, will incur a fee of 50% of the invoiced value of the Cancelled Portion; and
- 3.2.3 later than seven days before arrival, will incur a fee of 100% of the invoiced value of the Cancelled Portion.

3.3 Any amendment to a Booking which has the effect of-

- 3.3.1 reducing the invoiced value of Accommodation or Resort Services, will be deemed a cancellation to the extent of such reduction and will be subject to 3.2; or
- 3.3.2 increasing the invoiced value of Accommodation or Resort Services, will be deemed a new (linked) Booking with respect to the addition, subject to these terms and conditions and any price variation at the time.

3.4 After arrival at the Resort, any change requests (including due to late-arrival or early-departure) must be initiated and resolved before the Client leaves the Resort and no further demands will be entertained.

4 Force Majeure

4.1 An event of Force Majeure includes: war or threat of war, civil or political unrest, actions of state (including lockdown), closure of entry ports or other impediments to inbound air or land transport, natural or nuclear disasters, disease and pandemic, strikes or industrial action (unless confined to Afriski staff), terrorism, fire or explosion, adverse weather, calamitous breakdowns or service interruption, or fault of any 3rd party.

4.2 Where, and to the extent, it becomes impossible for Afriski to perform or provide the services due to the temporary closure of the Resort or for any other reason including Force Majeure, Afriski shall immediately inform the Client of the nature and expected duration of the circumstances. In such an event, no Party shall be considered in breach

and Afriski shall issue the Client with a voucher to the value of the amount received by Afriski at the time of notice and shall, with the Client, re-schedule the Booking to a suitable future date. The Client acknowledges and accepts that they are not entitled to a refund under any such circumstance.

5 Indemnification, Waiver, & Client undertakings

5.1 The Client indemnifies and holds Afriski and the Agent harmless against any loss or damage (including air tickets, other travel expenses, and other Client costs related in any way to the booking) arising due to the Client's Late-arrival, Non-arrival, or Early departure; changes to the itinerary for the Client's safety or convenience; or non-availability of Accommodation or Resort Services, including under an event of Force Majeure.

5.2 The Client hereby acknowledges receipt of Afriski's Release of Liability & Indemnity Agreement and confirms that they have acquainted themselves with such of the Resort's waivers, terms, conditions and policies as apply to the Client's presence on the Resort or use of Accommodation or Resort Services (collectively, the "Resort Terms"), which are available at www.Afriski.net/criticalinfo/ or otherwise on request.

5.3 The Client agrees and undertakes-

- 5.3.1 to procure and maintain comprehensive travel and medical insurance cover over all traveling companions for the duration of the Booking, including as a minimum: personal injury, illness, medical expenses, emergency evacuation and repatriation; cover over damage, theft or loss of personal baggage, money and goods; and travel expenses;
- 5.3.2 to ensure that their booking is correct and accurate and acknowledges that, on receipt of payment in respect of a Booking, Afriski shall be entitled to accept the Booking as being accurate and without faults and that any faults, errors, amendments or corrections will be for the Client's account; and
- 5.3.3 to acquaint himself and be compliant with all the regulations and laws regarding travel into Lesotho, particularly those relating to passports, Visa requirements, minor children, and vehicles.

6 General

6.1 The Parties choose domicilium citandi et executandi for all purposes relating to this Agreement, including the giving of any notice, payment of any sum, and serving of any process, - for Afriski: Afriski Mountain Resort, Mahlasela, Butha-Buthe, Lesotho; bookings@Afriski.net - and for the Client and Agent, as stated on the Invoice.

6.2 Agent's responsibilities. Any involvement of an Agent is in respect of the facilitation of the Client's Booking alone and the Agent takes no responsibility for the delivery of Accommodation and Resort Services. 6.3 Security Deposit. Certain security deposits may be required by Afriski or a service provider under their respective terms and conditions.

6.4 Governing Law and Jurisdiction. Regardless of any Party's domicile, this Agreement and all matters relating to this Agreement (including its existence, validity, interpretation, implementation, termination and enforcement and whether in contract, statute, delict (including negligence) or otherwise), shall be governed by, and construed in accordance with, the laws of the Lesotho and the Parties submit to the jurisdiction of the High Court of Lesotho Maseru in any dispute arising from or in connection with this Agreement. In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall be entitled to recover fees, on an attorney and client basis, from the opposing party.

6.5 If there is any inconsistency between this Agreement and the Resort Terms, the provisions of the Resort Terms shall prevail.

7 Signature and acceptance

Signed for the Client at _____ on _____

Name: _____



AFRISKI
MOUNTAIN RESORT

YOUR MOUNTAIN
KINGDOM PLAYGROUND