

# Responding to 'new normal' introduced by the SARS-CoV-2 ("Covid 19) pandemic, and its 'variants', the Afriski Resort has had to implement new terms and conditions affecting both existing and new bookings.

## 1 In general:

- 1.1 The 2020 rates for accommodation and Resort services are held steady through 2021, and in some cases, through 2022.
- 1.2 The National Institute for Communicable Diseases confirms that the impact of this highly contagious virus has forced the world to find a new normal as we navigate its impact. The very concept of Force Majeure implies a no fault, no blame situation (excusing failure to perform), but we are committed to reaching an equitable outcome and have sided on the path of protecting our guests in as far as is possible.
- 1.3 These contractual changes are protected by Lesotho law and do not amount to unfair prejudice. Our ultimate aim is to survive this pandemic while preserving the goodwill and loyalty of our customers.
- 1.4 As with any protocol the measure of success in implementing a process or procedure under a protocol will be determined by the level of compliance and adherence to the relevant processes and procedures prescribed by the relevant protocol. Whilst Afriski will ensure full compliance by its management, employees, and contractors with the Infectious Disease: Health and Safety Protocol, Afriski will not accept any liability in the event of any guest contracting an infectious disease (including COVID-19) as a direct or indirect result of complying or adhering to Afriski's Infectious Diseases: Health and Safety Protocol.
- 1.5 Cancellation of a booking with no penalty only applies where one or more of the following named COVID-19 reasons for cancellation impacts travel:
  - 1.5.1 The government of the guest's country of residence restricts all but essential travel.
  - 1.5.2 The Kingdom of Lesotho is under official government-imposed lock-down which prohibits guests from traveling into Lesotho or the government of Lesotho has declared that no visas will be issued to travelers from the guest's country of residence.
  - 1.5.3 Lesotho has no formal lock-down but have closed their border to international travelers or to travelers from the guest's country of residence;
  - 1.5.4 International flights are cancelled with no alternative routing available to reach the destination in the itinerary.
  - 1.5.5 The guest has contracted COVID-19 and is under treatment or is in quarantine for COVID-19 within 72 hours of travel (Positive COVID-19 test lab report to be provided)
  - 1.5.6 Any reason for cancellation not listed above may be construed as disinclination to travel and Afriski reserves the right to ask for any reasonable evidence, written statements and/or supporting documents.
- 1.6 Due to the fluidity of the global situation, any required changes to bookings made under these special Terms and Conditions should be deferred until 21 days prior to travel. Requests for consideration outside of 21 days are at Afriski's discretion.
- 1.7 Please consult with our booking agents before finalising any change to your booking.

## 2 New bookings

- 2.1 Any new booking will only be confirmed on payment of a non-refundable deposit of 10%.
- 2.2 Bookings made 60 or more days prior to arrival will be held provisionally for 30 days, whereupon the deposit will be required, or the booking shall lapse.
- 2.3 Notwithstanding the above, in the event of new interest in a particular booking slot, Afriski reserves the right to demand confirmation of a provisional booking (and payment of the deposit) within 72 hours of notice, failing which the booking will lapse.
- 2.4 Cancellation of a new confirmed booking as a result only of the named Covid reasons listed in 1.5 is subject to the following-
  - 2.4.1 Cancellation received between confirmation and four days prior to arrival: a) a credit voucher to the full value of any monies paid, valid for a period of 12 months; or b) a refund of all monies paid less 10% of the entire booking value.
  - 2.4.2 Cancellation received between 72 and 48 hours of arrival: a credit voucher to the full value of any monies paid, valid for a period of 12 months.

- 2.4.3 Cancellation 48 hours prior to arrival up to and including during travel: 50% credit for any unused value at Afriski for future travel into any property within the Afriski portfolio to be used within 12 months.

## 3 Rolling-over existing bookings

- 3.1 "Existing bookings" comprise such bookings as were confirmed prior to the advent of Covid 19 and in respect of which the enjoyment of the facilities was rendered impossible.
- 3.2 In order to accommodate this recognized *Force Majeure* event and the resulting varying worldwide travel restrictions, guests may elect to postpone their travel for up to a year (12 months) after the original booking date, 60 days prior to travel, and carry forward up to 100% of the booking's value\* to the future booking.
- 3.3 In the current context, and notwithstanding the terms and conditions at time of booking, there will be no refunds of deposits or other monies paid. Guests can elect to convert to a credit voucher for the booking value\*. Such vouchers can be used against future bookings, or to pay for accommodation or Resort services at Afriski or be banked for a period of 12 months from date of issue.
- 3.4 If the *Force Majeure* event is still preventing travel at the time of the postponed booking, guests will be able to postpone their travels for a further year (12 months) on the following conditions:
  - 3.4.1 Changes made during force majeure are free of charge and no admin fees will be raised for changes, irrespective of how many changes are made during this period.
  - 3.4.2 Should a guest elect to cancel their booking then Afriski will charge for costs incurred. Guests must be aware that this cost may be higher than the initial deposit used to secure the booking.
- 3.5 Guests will have 14 days from the date cross-border travel restrictions are lifted to make their changes. Should they not request the change, Afriski reserves the right to allocate the booking to a first available open slot within the same booking class (type of accommodation and seasonal peaks).

## 4 The Fine Print:

- 4.1 These terms specifically relate to Afriski owned and operated services. Afriski endeavors to work with our partner properties and service providers to secure the most flexible terms possible. However, all amendments, reductions, refunds and cancellation policies of partner properties and service providers will be determined at the sole and unfettered discretion of the partner properties and service providers utilized in any itinerary.
- 4.2 Where a no penalty refund is requested, these payments will be made less any applicable bank charges.
- 4.3 Afriski reserves the right to recover any costs it incurred in preparation for the guest's arrival should notification be received between 14 days and date of arrival where:
  - 4.3.1 There has been no change to either the outbound or inbound travel restrictions between 45 and 14 days;
  - 4.3.2 The traveler has not tested positive for COVID 19 or is not in quarantine 7 days prior to travel;
  - 4.3.3 The traveler's flights have not been cancelled by the air carrier or flights have been cancelled but the re-routing of flights is possible.

## 5 \*Booking value

- 5.1 Afriski will determine the booking value carried forward, net of any costs or forfeits.
- 5.2 2020 rates will be honored for new travel dates up to and including 31 December 2021, and through 2022, provided that 2022 bookings are confirmed prior to 30 April 2021 with full payment.
- 5.3 Guests electing to postpone with the deposit only will need to confirm potential rate changes with the booking agent as well as where a booking is postponed to a future season outside these specific parameters.
- 5.4 Previously booked special offers will only carry forward the value paid in respect of any future booking.

## 6 Acceptance

By deferring your existing booking or paying a deposit or balance payment on any new or existing booking, you acknowledge and agree to the above terms and conditions.