

TERMS AND CONDITIONS

Effective: 01 October 2025 – supersedes all previous versions

These Terms & Conditions ("Terms") apply to all bookings at **Tintswalo Siankaba**, Zambia. They have been updated to align with applicable **Zambian regulations** and, where relevant, with **South African consumer and data protection laws**. Relevant legislation includes (without limitation):

Zambia: Tourism and Hospitality Act, 13 of 2015; Competition and Consumer Protection Act, 24 of 2010; Data Protection Act, 2021.

South Africa (where applicable): Consumer Protection Act, 68 of 2008 (CPA); Electronic Communications & Transactions Act, 25 of 2002 (ECTA); Protection of Personal Information Act, 4 of 2013 (POPIA).

1 Definitions

"Guest" or "you" includes the contracting client, tour operator, agent, and every person in the party.

"Services" means accommodation, meals, activities, transfers, venue hire, and any related service supplied by us.

2 Quotations, Reservations & Deposits

2.1 All reservation requests must be submitted in writing to reservations@tintswalo.com

2.2 A written quotation is valid for 7 calendar days. On written acceptance, we will issue a pro forma invoice and hold the space provisionally during the same 7 day period.

2.3 To confirm a booking, a 20% non-refundable deposit of the total booking value ("Deposit") must be received within 7 days of the invoice date. This deposit is forfeitable to cover administrative costs and potential loss in the event of cancellation.

2.4 Balance of Payment:

2.4.1 Accommodation: 80% balance is due 45 days before arrival.

2.4.2 Weddings & Exclusive Functions: balance due 180 days before the event.

2.4.3 Bookings made 45 days or less before arrival (or 180 days or less for events): 100% payable on receipt of invoice.

2.5 Early check-in before 14h00 is subject to availability and must be approved by the property; it may incur a full-day rate.

2.6 Rates include Zambian VAT (currently 16%) and may be adjusted if statutory taxes, levies, or government surcharges change.

3. Payment Methods

- 3.1 **Preferred:** EFT to one of the FNB Zambia accounts (USD/ZMW/ZAR).
- 3.2 All payments must reference the booking number.
- 3.3 Proof of payment must be emailed to reservations within 24 hours.

4 Vouchers & Credit Notes

- 4.1 In the event of a cancelled or postponed booking, the lodge may issue a voucher or credit note for the amount paid.
- 4.2 Vouchers or credits are valid for a minimum of 36 months from the original booking date.
- 4.3 For Zambian guests, the lodge will honour vouchers in line with internal policy and guidance from the Competition and Consumer Protection Commission (CCPC).
- 4.4 For South African guests, vouchers are issued in compliance with Section 63 of the Consumer Protection Act (CPA).
- 4.5 Vouchers or credits are non-transferable unless otherwise agreed in writing.

5 Amendments, Cancellations & No-Shows

- 5.1 All cancellations or rescheduling requests must be submitted in writing.
- 5.2 In accordance with CPA s63, a reasonable cancellation fee applies, calculated as a percentage of the total booking value:
 - 5.2.1 More than 45 days prior to arrival: 20% of the total booking value (forfeiture of deposit to cover administrative costs and potential loss).
 - 5.2.2 45–32 days prior to arrival: 50% of the total booking value.
 - 5.2.3 31 days or less prior to arrival: 100% of the total booking value.
- 5.3 No-Shows: Treated as cancellations made within 31 days of arrival.
- 5.4 Refunds, after deduction of the applicable fee, will be processed within 10 business days to the original payment method.

6 Arrival & Departure Times

- 6.1 Check-in by **15h00** latest (pontoon boat safety requirement)
- 6.2 Check-out by **10h00**

7 Child Policy

Please refer to each property's detailed rate sheet. General rules:

- 7.1 No child under 16 may occupy a room alone.
- 7.2 Children under 12 are not allowed on Mokoro trips.
- 7.3 In the event of disturbance to other guests during dining, management may arrange alternative seating.
- 7.4 The property reserves the right to refuse bookings not in compliance with this policy.

8 Travel Insurance & Liability

Guests stay **at their own risk**.

8.1 Wildlife is dangerous and the lodge is unfenced.

8.2 **Travel insurance** covering cancellation, medical emergencies, and baggage loss is strongly recommended.

8.3 We are not liable for delays or losses due to events beyond our control (force majeure).

8.4 Guests will sign an **indemnity form** at check-in and will be required to produce a **valid passport or identity document**.

9. Service Charge & Gratuity Policy

9.1 Pursuant to the provisions of the Hotels Act, Chapter 153 of the Laws of Zambia, as read together with the Tourism and Hospitality Act, No. 13 of 2015, Section 54, and the Tourism and Hospitality (Service Charge) Regulations, a mandatory service charge of ten percent (10%) shall be levied on all invoices in respect of accommodation, meals, beverages, and other tourism-related services.

9.2 The aforesaid service charge shall be distributed in equal shares amongst eligible staff members, excluding management personnel, in accordance with the applicable statutory provisions.

9.3 For the avoidance of doubt, where the statutory service charge is imposed, guests shall have no further obligation to tender any additional gratuity.

10 Data Protection

10.1 We comply with the Zambian Data Protection Act, 2021 and, where applicable, South Africa's POPIA.

10.2 By booking, you consent to the processing of your personal information for purposes necessary to fulfil our obligations.

10.3 See our Privacy Policy at www.tintswalo.com/privacy

11 Dispute Resolution

11.1 Complaints should be raised immediately on site with the General Manager.

11.2 If unresolved, disputes may be referred to the **Competition and Consumer Protection Commission (CCPC)** or resolved through **mediation**.

11.3 Failing resolution, disputes may be brought before the courts of the Republic of Zambia, which have **exclusive jurisdiction**.

12 Lost Property

12.1 In the event that a guest leaves personal belongings on the premises after departure, the establishment may, upon request, arrange for such items to be returned at the guest's sole cost and risk.

12.2 Items remaining unclaimed after a period of thirty (30) days from the date of departure shall be deemed abandoned, and the establishment reserves the right to donate such items to a local community initiative.

12.3 The establishment accepts no liability for loss, damage, or delay relating to the safekeeping, storage, or return of any personal property left behind.

13. Governing Law & Variations

13.1 These Terms are governed primarily by Zambian law.

13.2 Where the contracting party or data subject is domiciled in South Africa, relevant South African statutes may apply additionally.

13.3 No variation of these Terms is valid unless made in writing and signed by both parties.

13.4 If any clause is unenforceable, the remainder remains valid and binding.