



TERMS & CONDITIONS 2023

1.0	<p><u>SPECIAL TOUR OPERATOR (STO) RATES</u></p> <p>Special Tour Operator Rates shall be made available to an agent upon the lodging of a satisfactory application.</p>
1.1	<p><u>DEFINITIONS</u></p> <ul style="list-style-type: none"> i. STO rates are net and non-commissionable. ii. The standard STO rates provided are denominated in US Dollars. International US Dollar rates apply to all Non-SADC countries and Regional US Dollar rates are applicable to SADC countries. A hybrid rate applies to guests from International and Regional countries sharing a room iii. Rates quoted in US Dollar, Australian Dollar, Euro, or any freely convertible currency shall be paid in such currency or in any of the freely convertible currencies. iv. Zimbabwe Tourism Levy is included in the rate. Should other surcharges become operational, The Victoria Falls Hotel will duly communicate these to the agent. Service charge is not included in the rate. It is at the discretion of the client v. VAT is included in our 2023 rates. Should at any time the government of Zimbabwe change this policy, the hotel reserves the right to change its rates. vi. The Victoria Falls Hotel publishes Rack Rates. vii. FIT reservations refer to individual bookings of between 1 to 9 guests per night, maximum viii. Tour Series reservations refer to all set departures groups negotiated on allocations ix. A provisional booking will be held for 14 days and thereafter automatically released if not confirmed. Confirmed bookings are subject to the deposit and payment policy section 1.7 <p>Tour Operators are therefore encouraged to follow these as pricing guidelines.</p> <p>Other than in and during the operation of special promotion programs agreed between the operator and The Victoria Falls Hotel any pricing to the retail trade and consumers at levels that undercut The Victoria Falls Hotel Rack Rate prejudices the hotel's direct trading yields. Such practices therefore constitute a breach of the terms and conditions of STO Rates. (See paragraph 2.0, Variation of Terms and Conditions).</p>
1.2	<p><u>GROUP CONCESSIONS</u></p> <p>Complimentary concessions on B&B basis only shall be made to the agent as follows. Please note they do not apply to special rates, these are negotiated for directly with management</p> <ul style="list-style-type: none"> i) 10-15 Full Paying Clients - 1 Guest charged at 50% contracted rate. ii) 16-30 Full Paying Clients - 1 Guest complimentary Bed and Breakfast iii) 31-45 Full Paying Clients - 2 Guests complimentary Bed and Breakfast iv) 46-60 Full Paying Clients - 3 Guests complimentary Bed and Breakfast v) 61-75 Full Paying Clients - 4 Guests complimentary Bed and Breakfast
1.3	<p><u>CHILDREN POLICY & INTER-LEADING ROOMS</u></p> <ul style="list-style-type: none"> i. Definitions: <ul style="list-style-type: none"> ▪ Infants refer to guests under the age of 5 years ▪ Children refer to guests aged 6 years to 11 years ▪ Adult children refer to guests aged 12-16 years ii. Children rates are applicable and subject to availability of inter-leading rooms. Should inter-leading rooms not be available, other room types maybe allocated at standard applicable rates iii. Where a second room is occupied by adult children (guests of 12 years and above), normal single or twin rate will apply iv. Where second room is occupied by a child, (2 - 11 years), 50% of the rate will be applicable on a bed and breakfast basis <ul style="list-style-type: none"> a. 1 child: 50% of single room rate b. 2 children: 50% of twin sharing rate per child v. Where a child (2-11 years) is sharing with an adult, a single occupancy rate will be charged with the child paying for breakfast only. vi. Cots can be provided for infants and placed in same room as adults. vii. Extra beds/mattresses for children cannot be placed in same room as parents. Inter-leading rooms to be booked by families, on a family room basis viii. Children's Meal rate shall apply as follows; <ul style="list-style-type: none"> ◆ Infants (5 years and below): free up to a maximum of 2 ◆ Children: 75% of adult rate

1.4	<u>ROOMS FOR PHYSICALLY CHALLENGED PEOPLE</u> We offer a Classic accessible room and rooms on the ground floor with extra wide doors at main entrance and bathroom /shower allowing for wheelchair access, subject to availability	
1.5	<u>CHECK-IN AND CHECK-OUT TIME</u> Check-in time is 14:00hrs. An overnight rate will be charged to guarantee check-in before 14:00hrs. Check-out time is 10:00hrs on the day of departure. Late checkout is subject to availability on the day of check-out and the following charges will apply; 10:00hrs - 18:00hrs, 50% of the applicable room rate, thereafter a full night' charge.	
1.5.1	<u>DAY ROOMS</u> These will be provided subject to availability. The designation "Day Room" to apply for the time period 10.00hrs to 18.00hrs. Day Room will be charged at 50% of the applicable room rate.	
1.5.2	<u>EARLY DEPARTURE</u> In the event a guest who has reserved a room checks-out prior to the guest's reserved check-out date, the Hotel will charge for the entire stay and no refunds will be given.	
1.6	<u>MINIMUM STAYS</u> Minimum stay of 2 nights to apply in peak season (July- November and 20 December – 10 January), one-night stays subject to availability, as approved by hotel management.	
1.7	<u>DEPOSITS & PAYMENT</u> <i>(Clients on Credit Terms Use Vouchers)</i> i) Bookings are only held on a tentative basis until a non-refundable deposit or voucher is received. Should we get a confirmed booking over the dates in which the provisional booking is held, we will contact you to confirm or release within 96 hours. To secure a booking a 10% non-refundable deposit or voucher is due within 30 days of booking. Full prepayment less deposit or voucher is due 45 days prior to arrival. ii) During peak season (July-November and 20 December – 10 January), a 20% non-refundable deposit or voucher is due within 30 days of booking. iii) For bookings made within 30 days of travel during peak season, a non-refundable deposit or voucher must be paid within 48 hours. iv) Full prepayment is due no later than 45 days prior to arrival. v) Payment is to be made in the quoted currency or if agreed upon by the hotel in another hard currency, at the official bank rate on the day of payment. All foreign currency transactions must be in line with Reserve Bank of Zimbabwe regulations. vi) In the event of disputed charges, the undisputed portion of the account remains payable on the due date. vii) Failure to, without prior notice to make payment on receipt of invoice will result in the reservation being automatically released. viii) Agents/customers will be responsible for all bank charges as well as any administration fees incurred in relation to payments to The Victoria Falls Hotel	
1.7.1	<u>CANCELLATION POLICY</u> Groups & Series Room cancellation will be subject to the following policy:	
	<u>No. of Days Prior to Arrival</u>	<u>Applicable Policy / Cancellation Fee</u>
	Book Confirmation -61 days	10% or 20% non-refundable deposit
	60 - 46 Days	
	45 - 30 Days	50% of the value of the rooms cancelled
	29 - 0 Days	75% of the value of the rooms cancelled
		100% of the value of the rooms cancelled
1.7.2	FIT Room cancellation will be subject to the following policy:	
	<u>No. of Days Prior to Arrival</u>	
	Booking Confirmation -46 days	10% or 20% non-refundable deposit
	45 - 30 Days	50% of the value of the rooms cancelled
	29 - 0 Days	100% of the value of the rooms cancelled
1.7.3	<u>NO SHOWS - No shows attract a 100% cancellation fee</u>	

1.8	<p><u>ROOMING LIST</u></p> <p>Notwithstanding the payment schedule, the Agent will make available to The Victoria Falls Hotel rooming lists with actual names of clients no less than 30 Days prior to arrival. Reservations made within this period will require names at the time the reservation is made.</p>
1.8.1	<p><u>ROOM ALLOCATION</u></p> <p>Rooms will be allocated prior to guest's arrival. The hotel cannot guarantee room numbers and room views.</p>
1.9	<p><u>TRAVEL INSURANCE</u></p> <p>It is the responsibility of each guest to ensure they have adequate medical and travel insurance cover for the duration of their trip.</p>
2.0	<p><u>TOUR OPERATOR'S RESPONSIBILITY AND LIABILITY</u></p> <p>The Tour Operator as the agent will inform their clients of all relevant information pertaining to their accommodation requirements and shall be responsible for collection of all monies due from such clients and for payment to The Victoria Falls Hotel. If payment is not received, guests will be asked to settle direct unless clearance has been granted to the agent by the hotel in writing</p>
2.1	<p><u>INTELLECTUAL PROPERTY</u></p> <ul style="list-style-type: none"> • The Tour Operator shall not be permitted to use or to reproduce any brand name, trademark. Logo or any other proprietary or intellectual property rights The Victoria Falls Hotel without prior written consent, which consent shall in its sole discretion be entitled to withhold or retract at any time. • Tour Operators who host direct booking channels via their own website must ensure that their own company logo and trading company names are visibly displayed on all pages. Users of the Tour Operator's website should not be under any impression that they are booking directly with The Victoria Falls Hotel when using a third-party website. Should there be evidence that any Tour Operator is representing itself to the market as The Victoria Falls Hotel rather than its own corporate entity, all negotiated rates will be withdrawn from that company with immediate effect.
2.2	<p><u>VARIATION OF TERMS AND CONDITIONS</u></p> <p>No variation of these terms and conditions shall be binding unless communicated in writing by The Victoria Falls Hotel.</p>
2.3	<p><u>AVAILABILITY AND PRICING DURING MAJOR EVENTS</u></p> <p>The Victoria Falls Hotel reserves the right at its discretion to suspend the operation of this agreement during major events, conferences or mega sporting events on account of the extraordinary demand for accommodation during that period, The Victoria Falls Hotel may not be in a position to offer the Tour Operator accommodation at the CONTRACTED rates and on the terms and conditions set out in this agreement</p>
2.4	<p><u>CHANGES TO RATES</u></p> <p>We reserve the right to amend rates subject to any changes in government legislation but will honour any confirmed and fully paid for bookings at the existing agreed rates.</p>
2.4.1	<p><u>DURATION</u></p> <p>This Agreement is valid from January 01, 2024 to December 31, 2024. This agreement supersedes any previous agreement.</p>
2.4.2	<p><u>BREACH</u></p> <p>Should ANY of these terms and conditions itemized above not be fully complied with, The Victoria Falls Hotel reserves the right to:</p> <ol style="list-style-type: none"> i) Cancel reservations ii) Withdraw Special Tour Operators rates iii) Withdraw any other special trading arrangements iv) Terminate the contract v) Take legal action as necessary
2.4.3	<p><u>TERMINATION</u></p> <p>The Victoria Falls Hotel reserves the right to terminate this agreement by giving the agent one month's notice.</p>
2.5	<p><u>LEGALITY</u></p> <p>This agreement is non-assignable and shall be constructed and have effect according to the laws of Zimbabwe.</p>

Please complete this contract, initial each page and return a signed copy to (fomgr@victoriafallshotel.com; sales.admin@africansunhotels.com)

COMPANY NAME

ADDRESS:

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COUNTRY:

POST CODE:

TELEPHONE:

FAX:

EMAIL ADDRESS:

DATE:

CONTACT NAME FOR
ACCOUNTS QUERIES:

FOR AND ON BEHALF OF THE VICTORIA FALLS HOTEL:

NAME & TITLE: TYMON SHUMBA ~ FRONT OFFICE MANAGER~

SIGNATURE:

DATE:

FOR AND ON BEHALF OF THE AGENT/ OPERATOR:

NAME & TITLE:

SIGNATURE:

DATE: