



Booking terms and conditions

+27 72 246 6386

reservations@gwegwelodge.com

www.gwegwelodge.co.za



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1. DEFINITIONS

“Mkambati Matters” shall mean Mkambati Matters (Pty) Limited incorporated in South Africa. “the Company” shall mean and include Mkambati Matters (Pty) Ltd, Mkambati Travel (Pty) Ltd, GweGwe Beach Lodge (the trading name of Mkambati Matters) and all of the companies connected in a network (like Natural Selection Safaris (Pty) Ltd) or direct and indirect shareholdings (whether holding, subsidiary, associated or affiliated), and all of the companies (including without limitation, organisations, trusts, associations and entities that are directly or indirectly owned, managed and/or controlled by companies or persons in the abovementioned network) directors, members, trustees, employees, travel agents, tour operators, contractors and representatives of the companies, organisations, trusts associations and entities that form part of the said network; it being further recorded that the terms and conditions that express any benefit for, or confer rights or protections in favour of Mkambati Matters, constitute irrevocable stipulations for the benefit of all of the companies, organisations, trusts, associations, entities and persons, in the network, and such benefits, rights and protections may be adopted and enforced by any one or more of such companies, organisations, trusts, associations, entities and persons, at any time, and in any jurisdiction in the world; “Wildlife Area” shall mean the Mkambati Nature Reserve and the Pondoland Marine Protected Area offshore, where the Company has its lodge and carries out operations, as well as all property and facilities owned, leased, managed, controlled or traversed by the Company, and further includes areas owned or controlled or accessed by persons who provide facilities or services to or on behalf of the Company, or to guests and clients of the Company; “Activity/ies” shall mean and include all activities (guided and unguided) provided for or arranged by the Company, specifically including but not limited to all activities related (whether directly or indirectly) to game or nature drives, rock jumping, climbing, swimming, kayaking, surfing, body-boarding, canoeing, ‘sup’ boarding, fishing, walking, intertidal walks/trails, caving, cycling, cultural activities, snorkelling, scuba, boating (including through-the-surf launches and arrivals) as well as all travelling (whether by vehicle, helicopter, boat, foot or aircraft) to or within the Wildlife Area.



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2. BOOKINGS

2.1 BOOKING CONFIRMATIONS

- Provisional bookings can be held for a two-week period and are automatically released if not confirmed.
- A 20% non-refundable deposit plus the full Conservation, Community and Reserve Fee is required to confirm a provisional booking.
- The balance of payment is required 60 days prior to travel.
- If a booking takes place within 60 days of arrival the lodge, the full amount is payable on confirmation of booking.
- Booking cancellations are subject to cancellation policy in 2.2 below.
- No booking will be cancelled or amended unless notified in writing.

Please note: Payments must be made by EFT and free of bank charges. Bank charges are for the account of the payer.

2.2 BOOKING CANCELLATION POLICY

The following cancellation policy applies to bookings for Mkambati Matters' lodge and services:

- The Conservation, Community and Reserve Fee is forfeited; and
- 20% cancellation fee (deposit forfeit) from confirmation to 59 days prior to arrival; or
- 50% cancellation fee if cancelled 58-30 days prior to travel; or
- 100% cancellation fee if cancelled 29 days or less prior to travel or any no-shows.

Group Bookings: Should the numbers in a group decrease after the booking has been confirmed, cancellation fees will be levied on the number of released beds.



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2.3 THIRD PARTY SERVICES

The booked itinerary may include non-Mkambati Matters product and services. The Mkambati Matters product and service where we act in the capacity as principal is within GweGwe Beach Lodge. All other products and services like helicopter flights, boat hire, boat and road transfers, scuba, snorkelling, boat safaris and any other services that are purchased from third-party suppliers (including all sardine run activities), Mkambati Matters acts in the capacity of the agent. The Company is not liable for inter-alia any loss, damage, injury, illness, death, disability, loss of support, additional costs, delays, or irregularity that may be occasioned by inclement weather, any error or default, act or omission whether wilful or negligent of any third-party supplier. The indemnities and terms and conditions of all third-party products and services are available on request.

2.4 INSURANCE

It is a condition of booking that guests accept sole responsibility to ensure that they have and carry fully comprehensive travel and medical insurance to cover themselves, as well as any dependants/travelling companions. This insurance should include cover in respect of, but not limited to, the following eventualities: delay, cancellation or curtailment of their holiday (or parts thereof), emergency evacuation and related expenses, weather delays in any form, any medical and hospital expenses, personal injury, illness, loss of support, death and disability, hometown repatriation costs, consequential loss, damage/theft/loss of personal baggage, money, and belongings. Guests will be charged directly by the relevant service providers for any emergency or other services they may require and may find themselves in a position unable to access such facilities and services (like private hospitals etc) should they not be carrying the relevant insurance cover.



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2.5 RATES INCREASE AND OTHER PAYMENTS

Mkambati Matters will do everything in its power to not increase prices. However, rates are subject to change due to increases in Government levies or taxes, supplier and fuel costs etc. The prices are available on our website and any increase will be limited to a maximum of 10%.

The Mkambati Conservation and Community NPC is an independent not-for-profit organisation fully committed to making a positive impact on wildlife conservation and uplifting the lives of local people in the region. (www.mkambatinpo.org). The Conservation, Community and Reserve Fee (CCR), which is included in our published rates, is collected by Mkambati Matters on behalf of the NPC. This CCR fee is charged on a per person per night basis on confirmation of booking. It is non-commissionable and is applicable to all guests, including children as well as pilots and guides staying at GweGwe Beach Lodge. Where a booking is cancelled for any reason, the Conservation, Community & Reserve Fee is forfeited.

3.0 DISCLAIMER, INDEMNITY AND WAIVER

GweGwe Beach Lodge is unfenced and its beaches are unmanned. The experience here is to allow guests to freely enjoy the unfettered natural environment and Wildlife Areas. This presents real dangers and risks to guests of suffering bodily injury, illness and even death or damage to property arising from amongst other things, the presence of wild, unpredictable and dangerous animals, insects, fish, and reptiles. Accordingly, entering a Wildlife Area and undertaking and/or participating in any Activity offered in these areas, is done so entirely at the guest's own risk. The Company shall not be held liable to the guests or any of their dependants, spouse, life partner, children, travel agent, tour operator, tour organiser or intermediary that organised or was involved in arranging the travel activities for any claim of whatever nature or cause in connection with the provision of the services (whether in contract or delict) and whether for damages for personal injury, illness, harm, death or disability, loss of support, damages and loss of property, however arising, including acts of negligence. Each guest will be required to sign an Indemnity, Waiver and Disclaimer form. Guests arriving at GweGwe, will receive a safety briefing and are required to acknowledge such safety briefing when signing the Indemnity Form.



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4.0 LIMITATION OF LIABILITY

4.1: Subject to 4.2 and to the fullest extent permitted by law, the Company shall not be liable for any loss or damage, whether by contract, negligence or otherwise, where the loss or damage is an indirect result of any breach of a legal duty owed to you by the Company. To the fullest extent allowed by law, if any of the limitations or exclusions of our liability in these terms and conditions are held by any competent court, arbitrators or authority to be invalid or unenforceable, in no event will our total cumulative liability to you exceed the amounts paid by you to us in respect of the booking from which the cause of action of your particular, applicable claim arose, or the amount stated in the indemnity of the camp at which the cause of action arose, whichever is the lesser. 4.2: The Company has the right to suspend or cancel its obligations, in whole or in part, if we are delayed or prevented from carrying on our business or any of our obligations under these terms and conditions arising out of circumstances beyond our reasonable control, including causes such as fire, weather, sickness, floods, acts of God, pandemics or epidemics, acts and regulations of any governmental or supranational authority, war, riots, strikes, lock-outs and industrial disputes.

5. PHOTOGRAPHY DURING TRAVEL

The Company reserves the right to take photographs and videos of guests during their time stay at GweGwe Beach Lodge and/or whilst on Activities and to reuse such material for promotional and other purposes. The camp management must be notified at the time of signing the Indemnity, Waiver and Disclaimer form should any guest not wish their images to be published. The Company cannot be held responsible should other guests take photographs or videos and post them on social media or any other platforms.



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6. PRIVACY POLICY

The Company has a strong commitment to respecting the privacy of personal information provided to it. The company will explicitly ask when it requires information that personally identifies you. The Company's Privacy Policy sets out the basis on which any personal information that it collects from you will be used, stored and processed and is available on request.

7. DISPUTE RESOLUTION

In the event of a dispute between the parties arising from these Terms and Conditions, including (without limitation) any dispute in respect of booking confirmations and such other similar commercial affairs, such dispute will be dealt with in accordance with the laws of South Africa and only the courts of South Africa shall have jurisdiction over such dispute.

8. OTHER

8.1 The Company has the right to amend, revise or update its terms and conditions from time to time. The latest version can be accessed on our website at www.gwegwelodge.co.za

8.2 The various clauses set out in the Terms and Conditions operate separately to one another. If any court or any other relevant authority decides that any of these paragraphs (or part therein) are unlawful or unenforceable, the remaining clauses (and parts therein) will remain in full force and effect.



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8.4 The Company will not be held liable for any consequential loss or damages, whatsoever, whether direct or indirect.

8.5 Many Activities are shared activities with other guests. If guests wish to book private activities and a guide, this will be subject to availability and the costs thereof must be paid prior to arrival. No Activities are guaranteed, all Activities are weather permitting.

8.6 Guests must raise matters of concern during their stay directly with senior management. The Company cannot remedy retroactively and will not entertain the complaints should guests elect to not raise their concerns with senior management during the stay.

8.7 These terms and conditions contain certain clauses which (i) may limit the risk or liability of the Company or a third party; (ii) may create a risk or liability for you, and/or (iii) may serve as an acknowledgement by you of a fact. If there is any provision in these terms and conditions that you do not understand, it is your responsibility to ask us to explain it to you before you accept the terms and conditions or continue using our online services.

8.8 Nothing in these terms and conditions are intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or us, in terms of applicable consumer protection legislation in force from time to time.