

SUMMERFIELDS ROSE RETREAT & SPA
AGENT BOOKING TERMS & CONDITIONS (July 2026- December 2027)

1. Booking Process

1.1 These Terms and Conditions apply to all reservations made directly with Summerfields Rose Retreat & Spa ("Summerfields") or through a travel agent, tour operator or third party acting on behalf of the guest.

1.2 By paying the required deposit, the guest or contracting party confirms that they have read, understood and accepted these Terms and Conditions and agrees to be bound by them.

1.3 Summerfields reserves the right to amend these Terms and Conditions from time to time. The version in force at the time of booking shall apply.

2. Provisional Bookings

2.1 Provisional Bookings made outside a 30 day period will be held for a period of seven (7) days from the time of quotation.

2.2 Provisional Bookings 30 days or less to the date of check-in will be held for a period of three (3) days from the time of quotation.

2.3 A provisional booking does not constitute a confirmed reservation and may be released without notice should the required deposit not be received within the specified period.

2.4 Should Summerfields receive another enquiry for the same dates, every reasonable effort will be made to contact the guest or agent before releasing the provisional booking.

3. Confirmed Bookings

3.1 A booking will only be regarded as confirmed once:

- a. The 20% deposit has been received;
- b. Written confirmation has been issued by Summerfields; and
- c. These Terms and Conditions have been accepted.

3.2 All confirmed bookings remain subject to the payment terms contained herein.

4. Rates

4.1 All rates are **quoted in South African Rand (ZAR)** unless otherwise specified.

4.2 Rates include only those services specifically listed in the quotation.

4.3 Summerfields reserves the right to amend published rates without prior notice. Confirmed bookings paid in accordance with these Terms and Conditions will not be affected, except where third-party service providers impose increases beyond Summerfields' control.

4.4 All government taxes, levies or statutory charges introduced after confirmation of a booking shall remain payable by the guest.

5. Deposits & Payment Terms

5.1. A deposit of 20% of the total booking value is required to confirm a reservation within the seven (7)-day provisional booking period.

5.2. Full payment is due 60 days prior to arrival.

5.3 Reservations made within sixty (60) days of arrival, or within one hundred and eighty (180) days of an event, require full payment within seventy two (72) hours of invoicing.

- 5.4 All payments shall be made free of bank charges or deductions. Proof of payment is required for all Electronic Funds Transfers (EFT) and 3D payment links.
- 5.5 Summerfields reserves the right to cancel any reservation where payment has not been received by the due date.
- 5.6 All incidental charges incurred during the stay must be settled in full before departure.

6. Cancellation & Amendment Policy

6.1 All cancellations and amendments must be submitted **in writing and receipt confirmed by Summerfields in writing.**

6.2 Amendments including changes to arrival dates, departure dates, guest numbers, room numbers or booking duration may be treated as cancellations and are subject to the cancellation policy.

6.3 **Cancellation charges are as follows:**

- a. Cancellations made more than 90 days prior to arrival will receive a full refund of the deposit, less any applicable banking or transaction fees.
- b. Cancellations made between 90 and 60 days prior to arrival will incur a cancellation fee equal to 5% of the total booking value.
- c. Cancellations made between 60 and 31 days prior to arrival will result in the forfeiture of 50% of the total booking value.
- d. Cancellations made 30 days or less prior to arrival will result in the forfeiture of 100% of the total booking value.

6.4 No refunds will be issued for late arrivals, early departures or unused services.

6.5 Summerfields strongly recommends comprehensive travel insurance covering cancellation, illness and travel disruption.

6.6 Peak season bookings (December, Easter, School holidays) are non-refundable 60 days prior to arrival.

7. Refund Policy

7.1 Approved EFT refunds into SA bank accounts will be processed within fourteen (14) business days.

7.1.1 A processing fee of 5% (inclusive of VAT) may be deducted from refundable amounts.

7.1.2 Refunds will be processed in ZAR.

7.2 International refunds will require an invoice from the guest and will be processed within thirty (30) days.

7.2.1 A processing fee of up to 15% (inclusive of VAT) may be deducted from refundable amounts.

8. Third-Party Services

8.1 Summerfields may arrange transfers, flights, activities or other services on behalf of guests.

8.2 Such services are supplied by independent third parties whose terms and conditions shall apply.

8.3 Summerfields accepts no responsibility for delays, cancellations, accidents, injuries, losses or additional expenses arising from services provided by third-party suppliers.

8.4 Any increase in third-party rates after quotation shall remain payable by the guest.

9. Accommodation Policies

9.1 Accommodation is provided solely for the guests named on the reservation.

9.2 Guests are responsible for any damage caused by themselves or persons under their care during their stay.

9.3 Summerfields reserves the right to refuse accommodation or terminate a stay where guests fail to comply with these Terms and Conditions or behave in a manner that threatens the safety, comfort or enjoyment of others.

10. Check-in & Check-out

10.1 Check-in is from 14:00.

10.2 Check-out is by 10:00.

10.3 Early check-in and late check-out are subject to availability and additional cost and cannot be guaranteed until the day of arrival and departure.

11. Child Policy

11.1 Children over the age of twelve (12) are welcome at Summerfields' main tented camp when accompanied by a responsible adult.

11.2 Parents and guardians remain fully responsible for the supervision, safety and behaviour of children at all times.

11.3 Children must be supervised around swimming pools, the Sabie River, farm areas and all outdoor facilities.

12. Guest Conduct

12.1 Guests are expected to conduct themselves respectfully towards staff, other guests and property.

12.2 Any abusive, dangerous, illegal or disruptive behaviour may result in immediate removal from the property without refund.

12.3 Guests shall remain liable for any loss or damage caused through negligence or misconduct.

13. Personal Belongings

13.1 Guests remain responsible for their personal belongings throughout their stay.

13.2 Summerfields accepts no liability for loss, theft or damage to valuables, vehicles or personal property unless caused by the gross negligence of Summerfields.

14. Farm, River & Wildlife Risks

14.1 Summerfields operates on a working macadamia farm adjacent to the Sabie River.

14.2 Guests acknowledge that the property contains natural hazards including uneven terrain, water features, wildlife, insects, reptiles, agricultural machinery and farming operations.

14.3 Guests enter and use the property entirely at their own risk and agree to exercise reasonable care at all times.

15. Limitation of Liability & Indemnity

15.1 Nothing contained herein excludes any rights afforded to guests under the Consumer Protection Act 68 of 2008.

15.2 To the fullest extent permitted by law, Summerfields shall not be liable for any indirect, consequential or incidental loss arising from the guest's stay.

15.3 Guests voluntarily assume all normal risks associated with staying at a countryside retreat, including participation in outdoor activities and use of recreational facilities.

15.4 Guests indemnify Summerfields, its directors, employees and representatives against claims arising from their own negligence, misconduct or failure to comply with these Terms and Conditions.

16. Force Majeure

16.1 Summerfields shall not be liable for failure or delay in performing its obligations where such failure results from circumstances beyond its reasonable control, including but not limited to natural disasters, fire, flood, pandemic, government action, civil unrest, power failures, labour disputes or any other force majeure event.

16.2 Where such circumstances prevent Summerfields from fulfilling a booking, reasonable alternative arrangements or refunds shall be considered at Summerfields' discretion and subject to costs already incurred.

17. Protection of Personal Information (POPIA)

17.1 Summerfields processes personal information in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA).

17.2 Personal information will be used solely for the administration of reservations, guest services, legal compliance and related operational purposes.

17.3 By confirming a booking, guests consent to the processing of their personal information as required to provide the contracted services.

18. General Legal Provisions

18.1 These Terms and Conditions are governed by the laws of the Republic of South Africa.

18.2 If any provision is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18.3 Failure by Summerfields to enforce any provision shall not constitute a waiver of its rights.

18.4 These Terms and Conditions constitute the entire agreement between Summerfields and the guest and or agent relating to the reservation.

18.5 Any disputes arising from these Terms and Conditions shall be subject to the jurisdiction of the South African courts.