



**THE VICTORIA FALLS HOTEL
2025 TOUR OPERATORS TERMS AND CONDITIONS
FOR HOTEL ACCOMMODATION AND SERVICES**

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> <p>i. “Hotel” means the Victoria Falls Hotel. “STO Rate” means ‘special tour operator’ rate, which is a net US Dollar denominated rate, which is also non-commissionable and set at the Company's sole discretion. There are two rate categories of STO rates. International and Regional. Regional Rates apply to SADC nationals and International Rates apply to all other countries. A hybrid rate applies to guests from International and Regional countries sharing a room.</p> <p>ii. “Rates” means the net prices payable for the provision by the hotel of room accommodation and (where applicable) other services. These shall be contained in an Annexure submitted with these Conditions. Rates quoted in US Dollar, Australian Dollar, Euro, or any freely convertible currency shall be paid in such currency or converted to US Dollar first. 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. At all times, Rates are subject to change without notice in the event of any statutory fees and levies being imposed. The Hotel reserves the right to also adjust Rates for reasons including but not limited to currency and exchange rates fluctuations; changes in transportation costs, including the cost of fuel; and changes to dues or other fees payable to local authorities or the Government. Furthermore, the Hotel reserves the right to correct any errors in the prices of confirmed bookings.</p> <p>iii. “FIT” means free and independent traveller and refers to guests who are not part of a group or package. FIT reservations refer to individual bookings of between 1 to 9 guests per night, maximum</p> <p>iv. “Operator” refers to the other party to these terms and conditions engaging the services of the Company as specified herein and acting on behalf of any Guest to secure the Services for the Guest's benefit.</p> <p>v. “Guest/Client” means any person who directly receives services from the Hotel for their personal use and for the purposes of any business. The Hotel takes no responsibility for the client's passport validity, visas, travel permits, travel insurance, health certificates, inoculations and any other documentation required for the trip. The Hotel accepts no responsibility for any loss/theft of personal items and/or any injuries that might occur, for the duration of the trip.</p> <p>vi. “Tour Series reservations” refer to all set departure groups negotiated on allocations.</p> <p>vii. “Group reservations” refer to 10 or more paying guests per night.</p> <p>viii. “Low season” refers to the period 1 January to 30 June; “High season” refers to the period 1 July to 31 December.</p> <ul style="list-style-type: none"> • Tour Operators are encouraged to follow these as pricing guidelines. 															
1.2	<p><u>BOOKING POLICY</u></p> <ul style="list-style-type: none"> • A provisional booking will be held for 14 days and thereafter automatically released if not confirmed by payment. • High demand clause; Should the hotel receive a confirmed booking over the dates for which a provisional booking is held, the hotel will contact the agent/tour operator to release or confirm the booking within 96 hours. • Confirmed bookings are subject to the payment and cancellation policy clauses • Minimum stay of 2 nights applicable in high season, one-night stays subject to availability 															
1.2.1	<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> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">i)</td> <td style="width: 40%;">10-15 Full Paying Clients</td> <td style="width: 55%;">- 1 Guest charged at 50% contracted rate.</td> </tr> <tr> <td>ii)</td> <td>16-30 Full Paying Clients</td> <td>- 1 Guest complimentary Bed and Breakfast</td> </tr> <tr> <td>iii)</td> <td>31-45 Full Paying Clients</td> <td>- 2 Guests complimentary Bed and Breakfast</td> </tr> <tr> <td>iv)</td> <td>46-60 Full Paying Clients</td> <td>- 3 Guests complimentary Bed and Breakfast</td> </tr> <tr> <td>v)</td> <td>61-75 Full Paying Clients</td> <td>- 4 Guests complimentary Bed and Breakfast</td> </tr> </table>	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
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1.3	<p><u>CHILD 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 3 years ▪ Children refer to guests aged 3 years to 11 years ▪ Adult children refer to guests aged 12-16 years ii. Children rates are applicable and subject to availability of Classic, Stables Signature Wing and Premium Rooms. Children rates do not apply to Suites. iii. Where a second room is occupied by adult children (12 years and above) normal single or twin rate will apply iv. Where a second room is occupied by a child, (3 - 11 years), 50% of the rate will be applicable on a bed and breakfast basis <ul style="list-style-type: none"> a. One child pays 50% of the single room rate b. Two children pay 50% of the double room rate v. Where a child (3-11 years) is sharing with an adult, a single occupancy rate will be charged with the child paying for breakfast only. vi. Infants under 3 years of age stay for free, when sharing a room with paying guests. 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 recommended for families. viii. Children meal rate shall apply as follows; Infants 3 years and below free up to a maximum of 2 Children 3-11 pay 50% of adult rates. Discounted rates apply to buffet meals only
1.4	<p><u>ACCESSIBLE ACCOMMODATION</u></p> <ul style="list-style-type: none"> • 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	<p><u>CHECK-IN AND CHECK-OUT TIME</u></p> <ul style="list-style-type: none"> • 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	<p><u>DAY ROOMS</u></p> <ul style="list-style-type: none"> • 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	<p><u>EARLY DEPARTURE</u></p> <ul style="list-style-type: none"> • 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	<p><u>SMOKING POLICY</u></p> <p>Smoking is strictly prohibited in all indoor areas including guest rooms. Designated outdoor smoking areas are available for guests who wish to smoke.</p>

1.7	<p><u>PAYMENT POLICY</u> (Agents/tour operators on Credit Terms Use Vouchers)</p> <p>i) Bookings are held on a tentative basis until a non-refundable deposit or voucher is received</p> <p>ii) To confirm a booking in Low season a 10% non-refundable deposit or voucher is due within 30 days of booking.</p> <p>iii) To confirm a booking in High Season a 20% non-refundable deposit is due within 30 days of booking</p> <p>iv) For bookings made within 30 days of travel full payment is required within 48 hours of booking</p> <p>v) Full prepayment is due no later than 45 days prior to arrival.</p> <p>vi) 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.</p> <p>vii) In the event of disputed charges, the undisputed portion of the account remains payable on the due date.</p> <p>viii) Failure to, without prior notice to make payment on receipt of invoice will result in the reservation being automatically released.</p> <p>ix) Agent/tour operators will be responsible for all bank charges as well as any administration fees incurred in relation to payments to The Victoria Falls Hotel</p> <p>x) Should an agent cancel a booking and request a refund, please note that the refunded amount will be paid less the bank and relevant statutory charges</p> <p>xi) Any accounts outstanding for more than 60 days will be closed permanently. The Hotel at all times reserves the right (on notice) to suspend, withdraw or cancel any credit facility which it may have granted to the Operator, for whatsoever reason and whether or not the Operator has previously managed its credit facility in a satisfactory manner. However, any such acts by the Hotel shall not affect bookings which will have been confirmed prior to such withdrawal or cancellation.</p>												
1.7.1	<p><u>CANCELLATION POLICY</u></p> <ul style="list-style-type: none"> All cancellations must be sent in writing to reservations For series group bookings, status updates are required 180/150/120/90/61 days prior to arrival .50% of unsold rooms to be released at 120 days prior to arrival and the balance no later than 61 days prior to arrival 												
1.7.2	<p>Groups & Series room cancellation will be subject to the following policy:</p> <table border="1" data-bbox="232 968 1477 1213"> <thead> <tr> <th data-bbox="232 968 526 1031"><u>No. of Days Prior to Arrival</u></th> <th data-bbox="526 968 1477 1031"><u>Applicable Policy / Cancellation Fee</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="232 1031 526 1108">From booking confirmation - 61 days</td> <td data-bbox="526 1031 1477 1108">10% non-refundable deposit retained in low season 20% non-refundable deposit retained in high season</td> </tr> <tr> <td data-bbox="232 1108 526 1213">60 - 46 Days 45 - 30 Days 29 - 0 Days</td> <td data-bbox="526 1108 1477 1213">50% of the value of the rooms cancelled 75% of the value of the rooms cancelled 100% of the value of the rooms cancelled</td> </tr> </tbody> </table> <p>FIT Room cancellation will be subject to the following policy:</p> <table border="1" data-bbox="232 1287 1477 1482"> <thead> <tr> <th data-bbox="232 1287 526 1350"><u>No. of Days Prior to Arrival</u></th> <th data-bbox="526 1287 1477 1350"><u>Applicable Policy / Cancellation Fee</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="232 1350 526 1428">From booking confirmation - 46 days</td> <td data-bbox="526 1350 1477 1428">10% non-refundable deposit retained in low season 20% non-refundable deposit retained in high season</td> </tr> <tr> <td data-bbox="232 1428 526 1482">45 - 30 Days 29 - 0 Days</td> <td data-bbox="526 1428 1477 1482">50% of the value of the rooms cancelled 100% of the value of the rooms cancelled</td> </tr> </tbody> </table>	<u>No. of Days Prior to Arrival</u>	<u>Applicable Policy / Cancellation Fee</u>	From booking confirmation - 61 days	10% non-refundable deposit retained in low season 20% non-refundable deposit retained in high season	60 - 46 Days 45 - 30 Days 29 - 0 Days	50% of the value of the rooms cancelled 75% of the value of the rooms cancelled 100% of the value of the rooms cancelled	<u>No. of Days Prior to Arrival</u>	<u>Applicable Policy / Cancellation Fee</u>	From booking confirmation - 46 days	10% non-refundable deposit retained in low season 20% non-refundable deposit retained in high season	45 - 30 Days 29 - 0 Days	50% of the value of the rooms cancelled 100% of the value of the rooms cancelled
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1.7.3	NO SHOWS – No shows attract a 100% cancellation fee												
1.8	<p><u>ROOMING LISTS</u></p> <ul style="list-style-type: none"> Notwithstanding the payment schedule, the tour operator will make available to the rooming lists no less than 60 days prior to arrival. 												
1.8.1	<p><u>ROOM ALLOCATION</u></p> <ul style="list-style-type: none"> Rooms will be allocated prior to guest's arrival. The hotel cannot guarantee room numbers and room views. 												
1.9	<p><u>TRAVEL INSURANCE</u></p> <ul style="list-style-type: none"> It is the responsibility of each guest to ensure they have adequate medical and travel insurance cover for the duration of their trip. 												

2.0	<p><u>TOUR OPERATOR'S RESPONSIBILITY AND LIABILITY</u></p> <ul style="list-style-type: none"> 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 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 and prejudices the Hotel's direct trading yields constitute a breach of the terms and conditions and the Hotel Reserves to immediately withdraw the contracted STO Rates.
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> <ul style="list-style-type: none"> No variation of these terms and conditions shall be binding unless communicated in writing by The Victoria Falls Hotel.
2.3	<p><u>AVAILABILITY AND PRICING DURING MAJOR EVENTS</u></p> <ul style="list-style-type: none"> 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
2.4	<p><u>CHANGES TO RATES</u></p> <ul style="list-style-type: none"> The hotel reserves 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.
2.4.1	<p><u>DURATION</u></p> <ul style="list-style-type: none"> This Agreement is valid from January 01, 2025 to December 31, 2025 This agreement supersedes any previous agreement.
2.4.2	<p><u>BREACH</u></p> <ul style="list-style-type: none"> Should ANY of these terms and conditions itemized above not be fully complied with, The Victoria Falls Hotel reserves the right, without notice, to: <ul style="list-style-type: none"> Cancel reservations Withdraw Special Tour Operators rates Withdraw any other special trading arrangements Terminate the contract Take legal action as necessary
2.4.3	<p><u>TERMINATION</u></p> <ul style="list-style-type: none"> The Victoria Falls Hotel reserves the right to terminate this agreement by giving the agent one month's notice.
2.5	<p><u>LEGALITY</u></p> <ul style="list-style-type: none"> This agreement is non-assignable and shall be constructed and have effect according to the laws of Zimbabwe.

2.6	<p>GENERAL</p> <ul style="list-style-type: none"> • No latitude, extension of time or other indulgence which may be given or allowed by the hotel in respect of the performance of any obligation hereunder or enforcement of any right arising from these conditions and no single or partial exercise of any right, shall under any circumstances be construed to be an implied consent by such the Company as a waiver or a novation of, or otherwise affect any of the hotel's rights in terms of or arising from these Conditions or estop the hotel from enforcing, at any time and without notice, strict and punctual compliance with each and every term hereof. • Neither the Operator nor the Guest may assign, transfer, charge, subcontract, or deal in any other manner with all or any of their rights or obligations under these Conditions without the prior written consent of the hotel. Any unauthorized assignment, transfer, charging, subcontracting or dealing in violation of this clause shall be deemed null and void and shall confer no rights on the third-party transferee. • The hotel shall not be responsible for any loss or damage which may be suffered by the Operator out of these conditions unless such loss or damage is a direct result of the hotel's negligence or fraud. • Save for liability for death or personal injury directly caused by the hotel's negligence, the hotel shall not, under any circumstances, be liable whether in contract, delict or for breach of statutory duty, or in any other way, for any of the following: loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of damage to goodwill or indirect or consequential loss. • Notwithstanding the above, any liability which may arise under these conditions shall not exceed the value of the booking in respect of any one claim or a series of related claims. • Neither Party shall be liable for any failure or delay in performing its obligations under these Conditions where such failure or delay results from any cause that is beyond the reasonable control of that Party.
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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: