



& BEYOND
BATELEUR CLUB

APPENDIX D
BATELEUR CLUB RULES



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BATELEUR CLUB

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1. INTRODUCTION

- 1.1 The objective of the Bateleur Club is to ensure that its Members have access to Accommodation of a superior quality at various Properties, thereby enabling such Members and their Invitees to enjoy a quality hospitality experience;
- 1.2 The Club Rules have been established in terms of the Constitution of the Bateleur Club in order to regulate the access to and use of the Bateleur Club's Members and their Invitees to Accommodation at the various Properties.

2. DEFINITIONS AND INTERPRETATION

- 2.1 Unless as amplified in the Club Rules, or the context indicates a contrary intention or meaning, words typed in the uppercase in the Club Rules shall bear the same meaning assigned to them in the General Terms and Conditions, the Agency Agreement, the Purchase Agreement and the Constitution.

2.1.1 "Confirmed Reservation" means a reservation, whether a Group Reservation or an Individual Reservation, which becomes or is, in accordance with the provisions of clauses 6.8 or 6.9, a Confirmed Reservation;

2.1.2 "Date of Travel" means the date on which a Confirmed Reservation commences;

2.1.3 "Duration" means any aggregate number of consecutive nights;

2.1.4 "Group Reservation" means a reservation made by or on behalf of a Member for the concurrent use of 7 (seven) rooms or more at any Property;

2.1.5 "Group Reservation Holding Period" means the period that the Agent will hold the Group Reservation without a cancellation fee;

2.1.6 "Guests" means a Member and/or an Invitee of a Member;

2.1.7 "Individual Reservation" means any reservation made by or on behalf of a Member for use of rooms at a Property, which is not a Group Reservation;

2.1.8 "Individual Reservation Holding Period" means the period that the Agent will hold the reservation without a cancellation fee

2.1.9 "Invitee" means a person, whether natural or juristic, that, with the permission of a Member, uses the Accommodation to which such Member is entitled;

2.1.10 "Provisional Reservation" means a reservation, whether a Group Reservation or an Individual Reservation which is paid in accordance with, and complies with, the provisions of clause 6.6;

2.1.11 "Quick Getaway Rate" means a discounted rate quoted to active Members for travel within 48 (forty eight) hours at an andBeyond lodge as reflected in Schedule 2, which rate will be subject to a 50% (fifty percent) single supplement and will include Accommodation, meals, game drive activities and bush walks. The Quick Getaway Rate will exclude all drinks, telephone calls, transfers, other adventures and all extras.

- 2.2 In these rules, unless the context clearly indicates a contrary indication -

2.2.1 for the purposes of clause 6 and 7 the term "whole days" shall mean calendar days, exclusive of the date of travel.

3. RIGHT TO AND USE OF ACCOMMODATION SUBJECT TO RULES

- 3.1 Subject to the terms and conditions as set out in the Agreements, a Member is entitled to Accommodation at any of the Properties reflected in Schedule 3 and Schedule 4 annexed to the Agency Agreement.
- 3.2 Notwithstanding anything to the contrary, no Member shall be entitled to any Accommodation at any specific Property for any specific Duration at any specific dates, unless and until the Member's reservation in respect of such specific Property and such specific Duration and specific dates has been confirmed by the Agent in writing, provided that such approval and confirmation shall not unreasonably be withheld.
- 3.3 The Member acknowledges that any specific request in terms of clause 3.2 for Accommodation at any specific Property for any specific Duration at any specific dates will be subject to availability, and accordingly holds the Agent, the Bateleur Club and any other party that may from time to time own or operate any of the Properties, harmless for and indemnifies all the aforementioned against any damage of any nature suffered by the Member, its Invitees or any other party where such damage arises out of or in respect of a failure or inability by the Agent to procure or any of the aforementioned parties to provide such Accommodation.

4. RECIPROCITY

- 4.1 It is recorded that the Properties are not owned or operated by the Agent, but that the owners and/or operators of the Properties have entered into reciprocity agreements with each other and that the Agent has made arrangements with the owners and/or operators by which the Agent is able to procure Accommodation at such Properties at the rates set out in the Annual Points Guide, (Schedule 2). Notwithstanding the fact that the Properties are not owned and/or operated by the Agent:
- 4.1.1 all reservations of Accommodation at the Properties shall be made solely through the Agent; and
- 4.1.2 the Agent is irrevocably authorised to deduct from a Member's Membership Payment all amounts that at any time are or become owing by that Member in respect of or arising out of or in connection with Accommodation at the Properties and to pay such amount over to the operator/owner, as the case may be, of the Properties to whom it is owed.

5. SPECIFIC RULES PERTAINING TO SPECIFIC PROPERTIES

It is recorded that certain of the Properties may have specific rules in addition to the Club Rules that apply in respect of Accommodation at such Properties. Provided that such rules do not unreasonably and substantially detract from any rights of the Members in terms of the General Terms and Conditions, the Agency Agreement, the Constitution and/or the Club Rules, then such specific rules shall be deemed to be incorporated in the Club Rules and, in the event of any conflict between the Club Rules and such specific rules, such specific rules shall take precedence over the Club Rules

6. RESERVATIONS

- 6.1 Any reservation made by any person or any other person acting on that person's behalf prior to the date on which such person becomes a Member shall under no circumstances be regarded or treated as a reservation made in terms of that person's membership unless the Agent (in writing) agrees otherwise.
- 6.2 All requests for reservation of Accommodation must be made by the Member or his Assignee in writing, which request should reflect the Member's membership number.
- 6.3 Subject to clauses 3, 4 and this clause 6, a Member may reserve Accommodation at any Property, for any Duration at any time of the year.
- 6.4 If the Duration of any Accommodation reserved by the Member is such that the amount payable in terms of the Accommodation rates set out in Schedule 2, exceeds the balance of the Member's Membership Payment at the time that such Accommodation rates are payable, then the Member shall be given the option to purchase additional points as contemplated in clause 4.6. of the Agency Agreement. Should the Member not elect this option then the amount payable:
- 6.4.1 shall be the usual amount charged at such time by the owner or operator of the Property in question, in respect of such Accommodation to persons that are not Members of the Bateleur Club and do not qualify for any reduced or preferential rates of any nature.
- 6.4.2 shall be paid by the Member to the Agent once a Confirmed Reservation is in place

- 6.5 The Agent shall, as soon as possible after any request for a reservation of Accommodation by a Member, in writing either accept or reject such request, provided that the Agent shall give its reason for any such rejection.
- 6.6 Any Member may make a Provisional Reservation provided that, at the time at which the reservation is made:
 - 6.6.1 the Agent is notified in writing that the reservation is a Provisional Reservation; and
 - 6.6.2 the reservation is:
 - 6.6.2.1 in the case of a reservation, made not less than 45 (forty five) whole days prior to the Date of Travel; and
 - 6.6.2.2 Provisional Reservations will be held as follows:

91 days or more prior to arrival	21 days
Between 61 and 90 days prior to arrival	14 days
Less than 60 days prior to arrival	7 days
 - 6.6.2.3 should the Agent not hear from the Member within the parameters of clause 6.6.2.2 the reservation will be released.
- 6.7 A Provisional Reservation made in terms of clause 6.5 will become a Confirmed Reservation upon the Agent receiving instructions in writing to convert the Provisional Reservation into a Confirmed Reservation.
- 6.8 Any reservation, whether a Group Reservation or an Individual Reservation shall comprise a Confirmed Reservation unless it is made in accordance with, and complies with, the provisions of clause 6.5.
- 6.9 Any active Member may contact the Agent 48 (forty eight) hours before Date of Travel and request a Quick Getaway Rate, which request shall be accepted by the Member should the requested Property have availability to accommodate the request. Quick Getaway Rates are also available on the Annual Points Guide, Schedule 2.

7. WITHDRAWAL AND CANCELLATION

- 7.1 A Provisional Reservation may be withdrawn by the Member at any time prior to such reservation becoming a Confirmed Reservation in terms of clause 6.7.
- 7.2 No amount shall be payable by the Member to the Agent or any other persons in respect of any Provisional Reservation that is withdrawn in terms of clause 6.7.
- 7.3 If the whole or any part of any confirmed Individual Reservation or part thereof is cancelled:
 - 7.3.1 less than 45 (forty five) whole days prior to the Date of Travel, then 100% (one hundred percent) of the aggregate amount that would, but for such cancellation, have been payable by the Member in respect of the Accommodation so reserved, shall, on the date of cancellation, become due, owing and payable by the Member to the owner or operator, as the case may be, of the Property concerned;
 - 7.3.2 more than 45 (forty five) whole days prior to the Date of Travel then no amount shall be payable in respect of that part of the reservation which has been cancelled.
- 7.4 No withdrawal or cancellation shall be valid unless and until it is received in writing by the Agent.
- 7.5 If any cancellation of any part of any Confirmed Reservation contemplated in this clause 7.3.1 results in a room that was, prior to such cancellation, reserved in order to accommodate two or more Guests sharing, becoming reserved for the Accommodation of a single Guest, then the amount payable in respect of such reservation shall remain as originally charged.

8. DEPOSIT TERMS

- 8.1 When a Member requests the Agent to reserve services which will not be paid through the application of their Membership Payment, the Agent reserves the right to request a deposit in accordance with its general deposit terms and conditions to secure a reservation.
- 8.2 A deposit will be requested when said booking becomes a Confirmed Reservation.

9. USE BY NON-MEMBERS WITH MEMBER'S PERMISSION

- 9.1 Accommodation reserved by Members may be used by non-Members provided that, together with its written request for such Accommodation in terms of clause 6.1, the Member advises the Agent in writing of the name of the persons who will be using the Accommodation.
- 9.2 The Member is required, together with each written request for Accommodation in terms of clause 6.1, to advise the Agent of the names of the Invitees (if any) who will be using the Accommodation.
- 9.3 The Agent and/or the owner/operator of the relevant Property may, on reasonable grounds, refuse to allow any Invitees to use the Accommodation.
- 9.4 A Member may, at any time but on reasonable notice to the Agent, substitute those Invitees in respect of whom such Member has notified the agent in terms of clauses 9, with others.

10. INDEMNITY

The Member hereby agrees to hold harmless and indemnify the Agent and any other party that may own or operate any of the Properties and the directors, officers, employees, agents and contractors of the Agent and of such other parties, for and against any claim by the Member, its Assignees, Invitees or any other parties for any damage or loss of any nature (direct or consequential) arising out of or in connection with the occupation, use and enjoyment of the Accommodation, whether or not such loss or damage is caused by the negligent or intentional act or omission of the Agent or any other party, including but not limited to damage caused by or through or while using any part of the Accommodation or traversing any property on which a Property is situated or as a result of the buildings used to provide the Accommodation or any part thereof or any part of the relevant property being under construction, repair, maintenance, or renovation or being defective or being in a poorly maintained condition, or by reason of the Properties being destroyed and/or by reason of the interruption of any services relating thereto.

11. MEMBERS CONDUCT AND UNDERTAKINGS

- 11.1 The Member warrants that the Member and all such Invitees shall at all times so conduct themselves and abide by the Bateleur Club Rules and /or specific Rules of the Properties as contemplated in clause 5 above.
- 11.2 Guests shall not, in their occupation, use and enjoyment of the Accommodation, contravene any law, regulation, by-law or any other directive of any authority, including but not limited to any licence under which any Property is operated or under which any other activities of the owner or operator of any Property is carried out.
- 11.3 Guests shall not in any way, whether through any negligent or intentional act or omission, alter or damage the Properties or any part thereof.
- 11.4 Guests shall, during their occupation, use and enjoyment of the Accommodation, conduct themselves in a manner that is not injurious or likely to be injurious to the reputation of the Agent or any other party that owns or operates any of the Properties.
- 11.5 Members undertake not to discuss the rate they have paid for the Accommodation with any other person that is not a Member during their stay at the Property.
- 11.6 Members shall not cause or permit any disorderly conduct of whatsoever nature in or around the Properties or do or permit any act, matter or thing in or about the Properties which will constitute or cause a nuisance to the Agent or to any other person that may own or operate any of the Properties or to any other person that is or may at any time occupy, use and enjoy the Accommodation, or damage or destroy any movable or immovable property of the aforementioned persons and, in particular, but without limiting the generality of the a foregoing, damage or destroy any flora and/or fauna.
- 11.7 The Member shall be liable for any loss or damage suffered by the Agent and/or any other party that operates or owns any of the Properties, to the extent that such loss or damage arises out of or in connection with the negligent or intentional act or omission of the Member or any of such Member's Invitees, including any loss or damage arising out of or in connection with the death of or personal injury to any person, or any loss of or damage to any immovable or movable property.
- 11.8 Members undertake that they will not profit from their membership in the Bateleur Club through the sale of Accommodation to any non-Member.
- 11.9 Members undertake to communicate with the Agent and / or its staff in an appropriate and respectful manner at all times.

12. AGENT'S UNDERTAKINGS

12.1 The Agent undertakes to use all reasonable endeavours to procure that:

12.1.1 the Member shall, during any Duration for which it has a Confirmed Reservation, enjoy free and undisturbed use, possession and occupation of the Accommodation to which such Member and its Invitees are entitled under such reservation, provided that the Member and its Invitees shall be obliged to share with any other persons using the Accommodation at the Property, those areas and facilities that are designated for the common use of all such persons;

12.1.2 the Properties and any improvements made including all the movables at the Properties, are maintained in a condition that is reasonable in keeping with "luxury accommodation" and in a condition that enables the Guests to enjoy a high-quality hospitality experience.

12.1.3 the facilities set out in any brochure relating to any Property are in fact available to Guests at that Property, but does not give any warranty in this regard and the Member acknowledges that such facilities may, from time to time and without notice to the Member, be varied, discontinued or supplemented at the discretion of the Agent or any other person owning or operating any of the Properties and the Member shall have no claim of whatsoever nature against the Agent or any other person owing or operating any of the Properties, arising out of or in connection with any such variation, discontinuation or supplementation.

13. MEMBERSHIP BENEFITS AND STATUS

13.1 An active Member as contemplated in clause 4 of the Constitution is entitled to the following benefits:

13.1.1 The period that a membership remains active will accumulate towards loyalty rewards at 5 (five) years, 10 (ten) years, and 15 (fifteen) years respectively, such loyalty rewards will be subject to change from time to time. The rewards shall be determined by the Management Committee at the time of issue and will be equivalent to free nights at the andBeyond Lodges for two people plus a free excursion or activity. The value of the reward increases for each loyalty period achieved.

13.1.2 An active Member shall be entitled to a referral fee should they refer the Agent to another person (natural or juristic) and that person becomes a Member and concludes a Purchase Agreement. The referral fee shall only be due once the referred party settles the amount payable under their Purchase Agreement. The referral fee shall be payable in the form of points as follows:

13.1.2.1 10% (ten percent) of the number of points purchased by the person referred

13.1.3 An active Member has access to a Quick Getaway Rate in terms of clause 6.9 of the Club Rules.

13.2 An inactive Member is entitled to the following benefits:

13.2.1 the Agent will undertake to keep the Member informed on all matters concerning the Bateleur Club unless the Member elects not to receive such information.

14. DISPUTE RESOLUTION

Any dispute arising out of or in connection with these rules will be referred to the Management Committee in writing who will meet and endeavour to resolve such dispute as soon as reasonable possible.

15. AMENDMENT OF RULES

The Club Rules may be amended from time to time in accordance with the provisions of the Constitution and any such amendments shall be valid and binding on a Member from the date on which notification thereof is deemed to have been received by the Member.

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