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## BOOKING TERMS AND CONDITIONS EXCLUSIVE AFRICA TOURS & SAFARIS:

### IMPORTANT NOTES WHEN CONFIRMING A TOUR OR ACCEPTING AN OFFER:

A quotation is subject to availability of accommodation and outside services. Although Exclusive AFRICA Tours will make all effort to maintain the given services as specified in the given quotation, we do reserve the right to amend the given rates/prices and services due to circumstances beyond our control.

These could include changes in accommodation prices, fuel increases and General Sales Tax/VAT or any other Governmental increase or levy. Bookings/confirmations and cancellations shall take place in accordance with our Booking Terms and Conditions, of which a copy is available on request.

The Company policy requires a written confirmation to confirm the reservation, with the full payment due no less than 45 days prior to the departure date. Group Booking & Incentive Terms will be advised when Proposals are sent out as they are handled differently to Private Tour Requests. Bookings made within 30 days of departure must be pre-paid up in full on confirmation.

#### Please note:

- Rates are subject to currency fluctuation until final payment has been received.
- Please ensure that all necessary visas and health certificates have been obtained.
- **It is ESSENTIAL (not only recommended) for clients to purchase a valid Travel Insurance as our terms and conditions will be strictly adhered to.**
- **We accept that if our clients refuse to take out a Travel Insurance (and do not send us proof thereof in case they do), they also accept the TERMS & CONDITIONS under which an undefined cancellation falls, for which ever reason, including Force Majeure and all related.**

No refund will be made by the Company if a client has booked the Tour and for any reason does not undertake the Tour, without having given a written cancellation to the Company prior to departure. No refund will be made by the Company if, for any reasons, inclusions or parts of the Tour cannot be carried out and/or utilized. These would include all facets such as meals, accommodation, game-drives and any other activities/service.

**A 50% (PARTLY REFUNDABLE) BOOKING DEPOSIT IS REQUIRED ON CONFIRMATION (Please refer to Point 5 below)**

The conditions set out below apply to **each and every tour**. Reference or mention of the "operator" refers to Exclusive Africa Tours & Safaris Close Corporation

1. The transport, meals, entrance fees, accommodation or other facilities or services which are to be supplied in respect of any tour package ("package") are those specifically stated in the tour brochure or package itinerary in which the tour contracted for by any person ("the client") is described and no other. Each tour package requires the organization of transport, meals, entrance fees, accommodation or other facilities or services. The operator makes arrangements with suppliers of such services and facilities and those suppliers contract with the operator as independent contractors. Save for the operators contractual rights against the suppliers to any package, the operator has no direct day to day control over its suppliers and accordingly the operator accepts no responsibility for any injury, damage, loss, accident, delay, irregularity or inconvenience which may be occasioned by any defect in any object (including a vehicle) utilized by any supplier for the supply of any contracted service or by an act or omission of any supplier or its servants.
2. **When requested by the operator the client shall pay a deposit to the operator to secure certain services. In the event of cancellation and on request from the client, information will be provided on request to the client as to any refund that may be due. The full tour price must be paid 45 days prior to the commencement of services unless otherwise requested or stipulated within your proposal or according correspondence. Payment shall be made in the currency in which the quotation was accepted or in which the invoice is issued.**
3. If the reservation is cancelled, cancellation fees will be due and payable according to the following: (Please also refer to Point 5.)

**ADVANCE BOOKING PAYMENTS:** Should a Tour be fully confirmed once the Deposit is paid and the services are cancelled earlier than the stated cancellation periods below, we are entitled to withhold a **20% Service Charge** and or any suppliers defined non-refundable deposits paid. Refunds paid are calculated considering local bank charges for foreign transfer and will thus not reflect the total deposit paid.

**As per the Company booking Terms and Conditions, the following cancellation fees apply:**

Cancellation of a confirmed booking falling within the 60 days prior to the arrival date of your tour entails the loss of the full deposit.

More than 8 weeks prior to departure	- 50% of the total Tour Price ( <b>loss of Deposit paid*</b> )
Up to 8 weeks prior to departure	- 75% of the Total Tour Price
Less than 2 weeks prior dept.	-100% of the Total Tour Price

No refund will be made by the Company if a client has booked the Tour and for any reason does not undertake the Tour, without having given a written cancellation to the Company prior to departure. No refund will be made by the Company if, for any reasons, inclusions or parts of the Tour cannot be carried out and/or utilized. These would include all facets such as meals, accommodation, game-drives and any other activities.

**\*These cancellation conditions apply to both FIT and GROUP bookings and no effort will be spared to minimize these charges wherever possible**

**ALL CANCELLATIONS TERMS DEPEND ON THE INDIVIDUAL SERVICE PROVIDERS CANCELLATION TERMS AND CONDITIONS.**

**ALL NWR (NAMIBIA WILDLIFE RESORTS) RESERVATIONS MUST BE PAID IN FULL ON CONFIRMATION OF THE BOOKING.**

If a client fails to join a tour or joins it after departure or leaves it prior to completion, no refund or rebate will be made. All cancellations must be made in writing and shall be effective only on the date on which the operator receives the notice of cancellation.

4. Quotations are valid only to the expiry date stated on the quotation and are subject to adjustment if the quoted for services are not available at the time of booking.
5. **All travel arrangements, such as flight bookings, reservation of hotel accommodation, reservation of motor transport, additional services like Charter flights, activities, transfers etc. made by the operator are subject to the Booking Conditions and Cancellation Provisions/Terms of the SUPPLIER of the services, transport and accommodation etc. These Cancellation Conditions apply to both FIT and GROUP bookings and no effort will be spared to minimize these charges wherever possible.**
6. If a client makes a booking on behalf of a group, he warrants that he is authorized by each and every member of that group ("passenger") to make the reservation on behalf of each and every such member and is acting as their agent and in so doing, binds each such passenger to the conditions. Upon the reservation being accepted by the operator, the client warrants that each and every member of the group has been informed of and is bound by the terms and conditions set out herein and indemnifies and holds harmless the operator against any claims for damage, loss or injury which any such person may claim against the operator contrary to the terms hereof.
7. The operator reserves the right to alter routes and itineraries for any reason it considers desirable and will inform clients of any known changes before departure.
8. If in the opinion of the operator the fulfillment of any tour is considered impossible, illegal or, in the operators opinion inadvisable because of weather conditions, avalanches, strikes, war, government interference of any other cause not arising from the operator's negligence, the operator may at any time cancel such tour or what remains of it or make any alterations in route, accommodation, price or other aspect thereof as it thinks fit; and any losses or expenses resulting from such cancellation or alteration shall be borne by the client.
9. The operator reserves the right to alter or substitute any services or vehicles described in the brochure or itinerary for any reason it considers desirable. The operator will however advise its clients of any known changes prior to departure.
10. The operator shall not be liable for any damage, losses and expenses suffered by any client as a result of sickness, quarantine, weather conditions, war, strikes, riots or any other cause outside the operator's control. The operator shall in no circumstances be deemed to be the agent of the passenger or of the supplier of any service.
11. The operator accepts no liability in respect of death, injury, loss or damage to person or property arising out of any act, omission or negligence of the operator, the supplier, the operator's or supplier's servants, save only in the case of willful negligence or a willful act or omission. The client shall be deemed to have waived, renounced and abandoned any and all right or entitlement, which the client may be entitled to under the provisions of the law of the Republic of Namibia for any loss or damage to person or property.
12. The operator shall not be liable for any loss or expense arising from the loss of property, cancellation or curtailment of the tour however caused, save only to the extent that such loss of baggage, cancellation or curtailment was caused by the operator's proven negligence. This includes any Force majeure (Force majeure is when an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, epidemic or an event described by the legal term act of God, prevents one or both parties from fulfilling their obligations under the contract) Under international law, it refers to an irresistible force or unforeseen event beyond the control of a state making it materially impossible to fulfill an international obligation and is related to the concept of a state of emergency. If sickness or accident interrupts a tour, the operator shall not be liable for any cost or expense arising there from; The operator shall not be liable for any refund, either total or partial, of passage money paid. The operator highly recommends and notes that is essential for the client to take out the necessary insurance's to protect the passengers against such eventuality.
13. A passenger is solely responsible for complying with the formalities required by police, customs or health authorities at the point of departure, at the destination or whilst in transit. The operator will endeavor to provide clients prior to departure with the latest information concerning such regulations or restrictions, but is not responsible and does not accept any liability for any inaccuracies or omissions.

14. Passengers may not carry any unlawful articles or substances whilst traveling in the Southern African region. If any passenger offends against the prohibitions set out herein, the operator will be entitled to immediately exclude from the tour the offender who will be responsible for his or her own repatriation and all costs thereof. The operator will under no circumstances assist any such offender in any dealings or negotiations with any authority.
15. If in respect of any tour the operator has appointed a tour leader/guide, then clients must accept all reasonable instructions of such tour leader/guide and abide by any such decisions, which relate to the itinerary including any variation or modifications en route, accommodation, refreshments, meals or any other service. Should a passenger, through his attitude or conduct seriously compromise the safety, well being and pleasure of any other participant, the operator reserves the right to order the client to leave the tour without any right to refund and/or compensation whatsoever.
16. Any information contained in the operator's brochure/itinerary and price insert is to the best of the operator's belief true and correct, but the operator accepts no liability for any innocent inaccuracies contained therein.
17. The passenger must ensure that passport and visas are valid for the countries visited. The operator will not be held liable should a passenger be refused entry into any country for any reason.
18. If the tour includes car rental, the driver of the vehicle must be in possession of an international driving permit, which should be obtained in the driver's country of residence before departure.
19. It is the obligation of the passenger to ensure that he/she is medically fit and is able to embark upon the tour booked.
20. The entire contract between the operator and the client is contained in these conditions. No representation, term, warranty or condition expressed or implied shall be considered to be or to have been made or agreed or implied by reference to any other writing, advertisement or conversation. These conditions may only be varied with the written consent of the operator signed by a Director of the operator.
21. In all matters where it is or may be necessary to have recourse to the Court, the Courts of the Republic of Namibia shall have sole jurisdiction to the exclusion of the Courts of any other country and the prevailing law of the Republic of Namibia shall apply.
22. Exclusive Africa Tours does in no way support any relation to sexual Tourism or the misuse of woman and children. Should this be supported by any of our guests or agents, to the knowledge of the company Exclusive Africa Tours and Safaris, will we immediately withdraw from any commitment or agreement with the said private person or company/agent and immediately take legal action against such offence according to the Namibian Law.
23. All agreements with Exclusive Africa Tours and their Agents and clients are obliged to adhere to the Terms and Conditions of the Namibia Tourism Board.

# Exclusive Africa

AS FEATURED IN

TRAVELLER  
AFRICA  
COLLECTION

2019

