



## **1. BOOKING PAYMENTS AND CONDITIONS**

### **(1) INTERPRETATION:**

1.1 In this agreement, except in a context indicating some other meaning is intended:

1.1.1. The brochure means: the official Gondwana Travel Centre DMC Brochure and rates and other general information.

issued by Gondwana Travel Centre DMC.

1.1.2. "Gondwana Travel Centre DMC" means Gondwana Collection Namibia (Pty) Ltd t/a Gondwana Travel Centre DMC.

1.1.3. "The Package" means any tour package stated in the brochure or package itinerary in which the tour which is contracted to by any party, either to themselves or a third party is described:

1.1.4. "The Client" means the company or individual(s) identified on page 1 contracting to the services offered by Gondwana Travel Centre DMC.

1.1.5. "The Service" means all tourism related services contracted by Gondwana Travel Centre DMC, for and on behalf of the client including, but not limited to accommodation reservations, Fit's scheduled tours, flying safaris, charters, series, tailor made tours, special interest tours. Transfers and chauffeur drivers.

1.1.6. "The Traveller" shall mean that person utilizing the services contracted for,

1.1.7. "The Arrival Date" shall mean the scheduled date of arrival of the traveller(s) in the Republic of Namibia.

1.1.8. "Pax" means Travellers

1.1.9. "Groups or charters" shall mean a booking for a group which is more than 7 pax.

1.2 The headings appear for reference only and shall not influence interpretation of this agreement.

### **(2) SERVICE PROVISION:**

Gondwana Travel Centre DMC provides the services to the client who contracts the services on the terms and conditions of this agreement.

### **(3) TOUR PRICES AND PAYMENT TERMS:**

3.1 Current prices and services are detailed on the rates provided, as contracted, and are quoted in Namibian Dollars unless otherwise stipulated. Gondwana Travel Centre DMC expressly reserves the right to amend prices quotations in the event of unforeseen increases in supplier tariffs, taxes or other Government levies, tourism levies, fuel prices, other taxes of whatever nature or other factors beyond its control.

3.2 All rates are calculated inclusive of VAT.

3.3 All quotations are valid only to the expiring date stated in the quotation and are subject to adjustment if the services quoted are not available at the time of booking. Quotations are based on itineraries and requirements specified by the client. Upon acceptance, any amendments requested by the client or traveller, which incur extra costs, are for the clients or travelers account, as the case may be.

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3.4 A non-refundable deposit of 25% of the full package/services quoted is due, owing and payable upon confirmation of any reservation. The balance of the price is due, owing and payable no later than 8 weeks prior to arrival.

Where reservations are made within 31 days of date of arrival, payment is due within 72 hours.

3.5 For Group Tours and Charters, a non-refundable 25% deposit of the total value of the booking is due upon confirmation of services. The balance is due, owing and payable not later than 10 weeks prior to arrival.

All bookings made and confirmed within 31 days of date of arrival, as well as all additional pax booked within 31 days of date of arrival are due, owing and payable within 72 hours.

3.6 Should any account not be paid on the due date, the client shall be liable to pay interest a tempore morae on the amount outstanding until payment is done at the prime bank overdraft rate as charged by Gondwana Travel Centre DMC' bankers to its favourite corporate customers from time to time.

3.7 Gondwana Travel Centre DMC expressly reserves the right to cancel any reservations where payment has not been made on the due date, without prejudice to claim compensation for all possible damages suffered due to the clients' breach and the client hereby expressly accepts such rights.

3.8 For all tours invoiced in Namibian Dollars the payments are to be made free of commission and bank charges (for the transferors/clients account) and without deduction or set-off in the currency that the quotation was accepted, to the following account:

#### **(4) CANCELLATION POLICY:**

4.1 All cancellations will become valid on the date of receipt by Gondwana Travel Centre DMC of written notice, cancelling the reservation.

4.2 In the case of any cancellation, the following cancellation fees will apply:

4.2.1. Groups (7 or more Pax)

a) Cancellation of the entire group arrangements:

- 12 to 6 weeks prior to arrival: 25% of contract value
- Less than 6 weeks: 100% of contract value

b) Cancellations of individual participants:

- From confirmation to 60 days prior to arrival: 25%
- 59-40 days prior to arrival date: 30%
- 39-31 days prior to arrival date: 50%
- 30-14 days prior to arrival date: 75%
- 13 days and less prior to arrival: 100%
- No shows: 100%

4.2 Certain specific suppliers have more stringent cancellation policies, the details of which will be made available on the quotation if applicable and which Gondwana Travel Centre DMC' general cancellation policy is subject to.

In the event of such more stringent cancellation policy being applied the client will be liable accordance with the more stringent cancellation policy to Gondwana Travel Centre DMC.

4.3 In the event that any client fails to pay any amount to Gondwana Travel Centre DMC on its due date, Gondwana Travel Centre DMC is entitled to cancel the booking and claim damages in terms of this cancellation policy.

4.4 Failure on the part of the client to comply with the terms and conditions set out herein shall entitle Gondwana Travel Centre DMC in its sole discretion and regardless of reservations and payments already received, to cancel or refuse to accept the client's booking.

#### **(5) BOOKING CONDITIONS:**

5.1 It is strongly recommended that all clients take out comprehensive travel insurance including medical cover, as well as cancellation and curtailment covers, as this is not covered by Gondwana Travel Centre DMC.

5.2 Should the traveler fail to check-in for any services on the dates it has been booked or check-out prior to its completion, no refund will be made, and no credit granted. Travelers should ensure that they have appropriate insurance cover.

5.3 Gondwana Travel Centre DMC shall not be liable for any loss, damage or expenses of any nature whatever suffered by the client or any traveler arising from:

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- a) the loss of or any damage to property;
- b) the cancellation or curtailment of any tour;
- c) Sickness, quarantine, weather conditions, war, riots, and/ or any other cause of any nature whatever, however caused and whether as a result of Gondwana Travel Centre DMC' negligence or otherwise.

5.4 Gondwana Travel Centre DMC accepts no liability for the death of, or injury to, loss and/ or damage to any person and / or property arising out of any act or omission of Gondwana Travel Centre DMC, the supplier, any servant or agent of Gondwana Travel Centre DMC or any supplier, whether as a result of negligence or otherwise. The client and the traveler shall be deemed to have waived, renounced and abandoned any and all rights and entitlements to which the client and the traveler may be entitled under the provision of the law of the Republic of Namibia for any loss or damage to person and/or property.

5.5 Should sickness or accident interrupt a tour Gondwana Travel Centre DMC shall not be liable for any:

- a) loss, damage or expense arising there from, whether as a result of Gondwana Travel Centre DMC' negligence or otherwise; nor any refund either total or partial, of money paid. Gondwana Travel Centre DMC recommends that the client advises travellers to take out the necessary insurance to protect against any eventuality.

5.6 Travelers shall be solely responsible for complying with the formalities required by police, customs, health and other authorities at the point of departure, at the destination and whilst in transit. Whilst Gondwana Travel Centre DMC will endeavor to provide the client, prior to departure, with the latest information concerning such regulations and restrictions. Gondwana Travel Centre DMC shall not be responsible and does not accept any liability for any inaccuracies or omissions in this regard.

5.7 Travelers may not carry any unlawful articles or substances whilst travelling in the southern African region. Should any traveler contravene the aforesaid prohibitions, Gondwana Travel Centre DMC will be entitled to immediately exclude the offender from the tour and such traveler will be responsible for his or her own repatriation and all costs associated therewith. Gondwana Travel Centre DMC will under no circumstance assist any such offender in any dealings or negotiations with any authority.

5.8 Gondwana Travel Centre DMC reserves the right to decline to accept or decline to retain any traveler as a member of any group or on any tour at any time as a result of the non-payment of any amount due by the client in respect of such traveler or if such traveler interferes with any other member of any group and/or causes any disturbance or nuisance.

5.9 Should Gondwana Travel Centre DMC appoint a tour leader or guide in respect of any tour, then the traveler must accept all reasonable instructions of such tour leader or guide.

5.10 All travel arrangements such as flight bookings, reservations of hotel accommodation, reservation of motor transport and the like, made by Gondwana Travel Centre DMC are subject to the booking conditions and cancellation provisions of the supplier thereof.

5.11 Gondwana Travel Centre DMC reserves the right to alter or substitute routes, refreshments, meals, accommodations, itineraries, tours, services, vehicles and/or other arrangements should conditions necessitate. Gondwana Travel Centre DMC will offer substitutes of equal value and will inform the client of any known changes before departure.

5.12 One standard set of luggage, comprising one suitcase and one overnight bag per person is allowed. Luggage should be clearly marked.

5.13 It is obviously not possible for all travellers to occupy front row seats throughout the tours. So as to have as many passengers as possible enjoy front row seats, Gondwana Travel Centre DMC guides and drivers have been instructed to implement a policy of rotation of seats.

5.14 In accordance with international practice and as a courtesy to non-smoking passengers, the traveler's co-operation is required in implementing a policy of prohibiting smoking on vehicles. At no time and under no circumstance is smoking permitted on vehicles. The guide or driver will ensure that sufficient comfort stops are made to enable travelers to smoke outside.

5.15 Accommodation is as specified in the itinerary or brochure and is based on two people sharing a twin bedded or double room. The use of specific accommodation is subject to availability. Gondwana Travel Centre DMC reserves the right to make use of alternative accommodation.

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## **(6) PASSPORTS AND VISAS:**

The onus is on the traveller or their agent to ensure that their passports are valid for travel and that they are in possession of valid visas for all countries being visited and that all necessary health certificates for these destinations are in order.

## **(7) CHILDREN POLICY:**

7.1 Children 12 years and older will be charged the full adult per person rate on all services provided.

7.2 Children under the age of 12 years are not accepted for scheduled tours. Please ask our sales consultants for alternatives or to book the tour on a private basis.

## **(8) GENERAL**

8.1.1 Gondwana Travel Centre DMC shall not be bound by any representation, warranty, promise or the like not recorded herein or agreed to by it in writing. No representation, term, warranty, or condition, express 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.

8.1.2 No addition to, variation, or agreed cancellation of these conditions shall be of any force or effect unless reduced in writing and acknowledged by or on behalf of any duly authorized representative of Gondwana Travel Centre DMC.

8.1.3 No indulgence which Gondwana Travel Centre DMC may grant to any party shall constitute a waiver of any of the rights of Gondwana Travel Centre DMC who shall not thereby be precluded from exercising any rights against the client and or the traveler which may have arisen in the past or which might arise in the future.

8.1.4 Any claim or dispute which may arise between the client and Gondwana Travel Centre DMC or any travelers and Gondwana Travel Centre DMC including any claim for loss or damage due to injury to person or property shall be resolved by arbitration in accordance with the laws of the Republic of Namibia.

8.1.5 In all matters where it is or may be necessary to have recourse to the courts, the courts of the Republic of Namibia have sole jurisdiction to the exclusion of the courts of any other country and the law of the Republic of Namibia shall prevail.

8.1.6 Both parties undertake that neither of them will disclose the terms of this agreement or any other confidential information as to the business or affairs of the other which either may acquire through operation of this agreement to any third party other than may be required by law.

### **8. 2 Vehicle Rental**

We only take payment for the rental amount. When collecting your rental, you may be required to pay additional fees. Such fees are dependent on the type of vehicle rented, but may include contract fees, over border fees & costs for additional drivers.

You may also be liable for an excess (or deductible) on your vehicle. This is the amount you will pay in the event of damage or theft of the vehicle. The exact excess amount is dependent on the type of vehicle and waivers you purchase. Excess' will generally be authorised on the renter's credit card at the time of rental.

The terms and conditions for each vehicle rented will be included in the information pack issued to you at time of booking. Please familiarize yourself with these as they will become applicable to you in addition to these terms and conditions.

**Note:** Single vehicle accident is often deemed as negligent resulting in the renter becoming liable for the costs of all damage irrespective of the excess conditions.

### **8.3 Routes**

Gondwana Travel Centre DMC reserves the right to alter or substitute routes, refreshments, meals, accommodations, itineraries, tours, services, vehicles and/or other arrangements should conditions necessitate. Gondwana Travel Centre DMC will offer substitutes of equal value and will inform the client of any known changes before departure.

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One standard set of luggage, comprising one suitcase and one overnight bag per person is allowed. Luggage should be clearly marked.

#### **8.4 Smoking Policy**

In accordance with international practice and as a courtesy to non-smoking passengers, the traveller's co-operation is required in implementing a policy of prohibiting smoking on vehicles. At no time and under no circumstance is smoking permitted on vehicles. The guide or driver will ensure that sufficient comfort stops are made to enable travellers to smoke outside.

#### **8.5 No Waiver & Jurisdiction**

No indulgence which Gondwana Travel Centre DMC may grant to any party shall constitute a waiver of any of the rights of Gondwana Travel Centre DMC who shall not thereby be precluded from exercising any rights against the client and or the traveller which may have arisen in the past or which might arise in the future.

Any claim or dispute which may arise between the client and Gondwana Travel Centre DMC or any travellers and Gondwana Travel Centre DMC including any claim for loss or damage due to injury to person or property shall be resolved by arbitration in accordance with the laws of the Republic of Namibia.

In all matters where it is or may be necessary to have recourse to the courts, the courts of the Republic of Namibia have sole jurisdiction to the exclusion of the courts of any other country and the law of the Republic of Namibia shall prevail.

#### **8.6 Rights Reserved**

We reserve the right to amend or alter these terms and conditions at any time without prior notice.

#### **8.7 Travel Insurance**

All clients of Gondwana (includes Gondwana Travel Centre, Gondwana DMC, Namibia2Go) are strongly advised to ensure that they are adequately covered for unforeseen incidents including but not limited to personal accident, medical and emergency travel expenses, loss/theft, personal liability, cancellation and curtailment cover, etc.

#### **8.8 Cross-Border Travel, Visas and Passports**

It is the responsibility of the client to ensure that any and all documentation required for entry into and exit from Namibia and any other relevant destinations are valid and in place.

This includes but is not limited to passports, visas and any health certificates that may be required.

Some neighbouring countries do also require visas, vehicle insurance, road-use taxes and other regulatory fees to be paid in US Dollar (USD). Please ensure that you have adequate funds available for this purpose during your trip.

Our consultants can advise you on some of these requirements, however Gondwana does not accept liability for any losses or damage arising as a result of your reliance on this information.

The client remains solely responsible for obtaining the relevant and updated information in this regard.

#### **8.9 Dietary Requirements**

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Most dietary requirements can be catered for. It is advised that the client communicates any such specific dietary requirements at the time of booking or as soon as possible thereafter in order to ensure these can be met.

The vast landscapes and remote destinations of Namibia not only offer the traveller much to admire but do also present a challenge in procuring special dietary needs at short notice. For this reason, food orders are made well in advance.

#### **8.10 Fluctuations in Exchange Rate**

Please take note that our trading currency is the Namibian Dollar (NAD). The client bears the liability for any fluctuations in the exchange rate and should this result in a shortfall on the deposit or a shortfall in the balance of the quoted products/services, the client will be required to make payment of such shortfall.

#### **8.11 Refunds**

Refunds are processed and paid in our trading currency. Any fluctuations in the exchange rate or bank charges levied on the refund payment will be at the client's sole risk and liability.

Please note further that the Bank of Namibia requires certain documents to be presented to their satisfaction before a foreign account refund can be processed and paid. Unfortunately, we have little control over this process other than ensuring, with your cooperation that these requirements are met for this process.

#### **8.12 Terms and Conditions Specific to Product/Service Booked**

Please note that these General Terms and Conditions shall be read together/in conjunction with each the Product-/Service Specific Terms and Conditions related to a product/service booked for the purposes of the bookings made by the client using our products or services.

Certain Product-/Service Specific Terms and Conditions can however not be applied to another product/service to which it does not relate. (i.e., Namibia2Go specific terms and conditions cannot be applied to Gondwana Collection products)

Where suppliers are used to provide a specific product/service, the terms of use of that supplier shall be communicated to the client and shall apply as necessary to the relevant booking transaction in question.

#### **8.13 Data Protection and Information Sharing**

Our position on the usage and protection of client information and data can be accessed here:

<https://bit.ly/namibia2go-gdrp>

#### **Rights Reserved**

Gondwana reserves the right to amend or alter these terms and conditions at any time without prior notice.