

**Wild Desert Travel and Safari (Pty) Ltd**



**Standard Terms and Conditions Manual**

## **STANDARD TRADING TERMS AND CONDITIONS (Outbound)**

1. All business undertaken, including any advice, information or service provided or booked, whether gratuitously or not, by Wild Desert Travel and Safari (Pty) Ltd (“**the Company**”) shall be subject to these trading conditions. No amendment or alteration of these conditions shall be binding on the company unless reduced in writing and signed by the board of directors or Managing Director of the Company. No act or omission of the Company shall be construed as a variation or a waiver of any of these conditions.

2. The Customer must ensure that all its employees or representatives instructing the Company on behalf of the Customer are duly authorized. The Customer hereby acknowledges that it will be bound by the actions of its employees and or representatives when such persons act with the Company on behalf of the Customer.

3. The company represents hotels, airlines, car rental companies and related travel organizations (“**the Suppliers**”) as agent for the Suppliers. On receipt of any completed order form, which may be forwarded or granted orally, from a Customer for goods to be supplied or services to be rendered by Suppliers, the company shall transmit such order to the Supplier concerned and endeavor to secure timeously all reservations and arrangements. All coupons, tickets and receipts are issued subject to the terms and conditions specified by the Suppliers and, by accepting the coupons and tickets and/or utilizing the services, the customer becomes contractually bound to the Suppliers thereof on the terms thereof. Under no circumstances shall the Customer have any claim against the Company for any goods supplied or services rendered by the Suppliers to the Customer, it being an express term hereof that the Customer shall be bound directly to the Suppliers in accordance with their terms and conditions.

4. Wild Desert Trave and Safari (Pty) Ltd and its employees apply and use the Customer’s provided personal information only to the extent necessary for Tour bookings and delivering other services required by the Customer pertaining to travel or to inform the Customer of new Tour services or to request Customer comments regarding travel/services.

4.1. General Data Protection Regulation (GDPR) is a regulation that requires businesses to protect the personal data and privacy of EU citizens.

4.1.1 The types of data that are protected:

- Basic identity information such as name, address and ID numbers
- Web data such as location, IP address, cookie data and RFID tags
- Health and genetic data
- Biometric data
- Racial or ethnic data
- Political opinions
- Sexual orientation

### **5. It is the responsibility of the Customer and Traveler:**

5.1 To arrange adequate insurance against cancellation, delay, injury, medical expenses, personal liability and loss of baggage. The Company shall only effect insurance on the Customer’s behalf on receipt of detailed written instructions and on prior payment of the premium, therefore. Should the insurer dispute its liability for any reason, the Customer shall have recourse against the insurer only, and under no circumstances shall the Customer have any claim against the Company.

5.2 To obtain valid passports, visas, vaccinations and inoculation certificates and to ensure that such documents remain valid for such period as is required by Consular and other lawful authorities.

5.3 To comply with all exchange control regulations which may apply from time to time.

6. The Company reserves the right to cancel any reservation before departure in which event any amount paid by the Customer will be refunded without any further obligation or liability on the part of the Company, which is hereby indemnified by the Customer who agrees to hold the Company harmless. The Customer will have no claim against the Company by reason of any cancellation by the Company.

7. Should the Customer cancel any reservation the Customer will be liable for cancellation fees in terms of the Company's cancellation policy. The Customer will further be liable for payment of all cancellation fees or penalties levied by any Supplier.

8. Any claim for a refund in respect of services which were not used by a Customer must be submitted to the company in writing within 30 days of the incident giving rise to the claim. No claims will be entertained after the expiry of the 30-day period. Should the Customer fail to submit its claim to the Company within the said 30-day period, then the Customer will be deemed to have waived such claim. The refund will further only be made subject to the following conditions:

8.1 A refund, will only be made by the Company to the Customer once the Company has received payment of the refunded amount from its Suppliers;

8.2 A refund will be made after all applicable communication fees, cancellation fees, penalties and administration costs have been deducted.

8.3 The provisions of this clause 8 may not be interpreted as to create any liability against the Company towards the Customer for any refunds for which the amount to be refunded has not actually been received from relevant Supplier by the Company.

9. Where the Customer makes any booking through the Company, where the Company is, despite the cancellation by the Customer, liable for payment to any Supplier then:

9.1 The Customer will remain liable to effect full payment to the Company; and

9.2 The Customer will, subject to clause 8, only be entitled to a refund of the amount paid in terms of clause 8.1 once the Company has received a refund from the relevant Supplier.

10. The Company shall not be liable whether for breach of contract or negligence for any type of loss, damage, accident or injury however arising unless the loss, damage, accident or injury despite such loss, damage, accident or injury being caused by the gross negligence of the Company. Should, despite the aforesaid provisions of this clause 10, the Company be held to be liable for any loss, damage, accident or injury and in such event, the Company's liability shall be limited to the fee earned by the Company from the Customer for the specific instruction.

11. The Company shall not in any circumstances be liable for any consequential or indirect loss however caused or arising.

12. Any unscheduled extension to travel arrangements or expenses incurred caused by flight delays, bad weather, strikes or any other cause beyond the control of the Company shall be for the Customer's account.

13. Any increase in fares, hotel prices, land costs and other costs between the date of making the reservation and the scheduled departure date shall be for the Customer's account and shall be payable on request. Any currency fluctuations shall similarly be for the Customer's account. Should the Customer fail to effect payment of any additional amounts due arising from increases or currency fluctuations, the Company shall not be obliged to effect payment to the Suppliers concerned, and any resultant loss is for the account of the Customer.

14. The Company shall be entitled to make changes to published itineraries for any reason, including conditions such as adverse weather, and such changes shall not constitute grounds for cancellation or a refund.

15. The relationship between the Company and the Customer shall be governed according to the laws of the Republic of Namibia and shall be subject to the exclusive jurisdiction of the courts of the Republic of Namibia. Any action arising out of any agreement between the Customer and the Company may, at the election of the Company, be instituted in any Magistrates Court notwithstanding that the amount in dispute exceeds such Court's jurisdiction and this Agreement shall constitute the necessary consent as required by section 45 of the Magistrate Court Act 32 of 1944.

16. If the Company instructs attorneys to collect any amount from the Customer that is owing to the Company, the Customer shall pay all costs associated with such action (irrespective thereof if action is instituted or not) on an attorney and own client scale, including collection charges.

17. The Company shall be entitled to retain and be paid all brokerage, commissions, fees, allowances and other remuneration of whatsoever nature by the Suppliers and shall not be obliged to disclose this or account to the Customer, therefore.

18. No act, omission, delay or indulgence by the Company in enforcing any of these terms and conditions or any of its rights in terms hereof or any granting of time for the performance by the Customer of his obligations hereunder by the Company shall prejudice or affect the Company's rights nor shall it operate as waiver of any subsequent breach by the Customer.

19. The Company shall at all times and without notice be entitled to insist on the strict enforcement of these terms and conditions.

20. Quotations shall be subject to withdrawal or revision by the Company and are subject to immediate acceptance by the Customer. The Company reserves the right to adjust prices that prevailed at time of booking a reservation in accordance with increases in air fares, hotel rates and currency fluctuations after the quotation date. All information contained in the quotation of the Company is to the best of the Company's knowledge and belief true and correct, but the Company accepts no liability for any errors or inaccuracies contained therein.

## **21. Payment Terms for Account Holders:**

21.1 Payments by Account Holders are due 30 (thirty) days from date of statement. The Customer shall be deemed to have received any statement on date of delivery thereof, either by electronic mail, post, hand delivery or *via* facsimile.

21.2 Interest on any overdue amounts (amounts that are overdue for more than 30 (thirty) days after the amount became due and payable) will be charged and payable at 15% for every complete 30 (thirty) days period outstanding, calculated and capitalized daily, from the due date until the date of final payment. Payments received shall first be applied in respect of interest then in respect of capital amounts due.

22. All Customers who are not Account Holders which whom specific credit terms have been agreed shall be deemed to be cash Customers and payment to the Company is required prior to any service being rendered by the Company to such Customer.

23. The Documents or other items including cash, cheques, bank drafts or other remittances sent to the Company through the post shall be deemed not to have been received by the Company unless and until they have been delivered to the Company by the postal authorities and received by the Company. All items that are sent to the Company by means of postal services, must be sent by prepaid registered mail.

24. The company reserves the right to cancel any agreement in respect of which payments have fallen in arrears and, in the event of this right being exercised, the full balance outstanding shall become due and payable immediately.

25. If the Customer is serviced by an Independent Travel Consultant, the Company accepts no liability in respect of any claim the Customer may have resulting from services rendered by an Independent Travel Consultant or from any representation made by any Independent Travel Consultant.

## **26. Insurance**

26.1 The Company strongly recommends that travel insurance be purchased for the duration of the Customer's and/or Traveler's journey. Insurance can only be purchased prior to departure. The Company urges the Customer to take out additional insurance cover over and above the phase one insurance offered free as standard for international travel by the various credit card companies. The Customer must check the specific details of the complimentary cover with his/her respective credit card company directly.

26.2 The Company is under no obligation to affect any insurance on behalf of the Customer or Traveler. The Company shall not be obliged to obtain separate cover for any risks so excluded, nor shall the Company be under any obligation to affect a separate insurance for each Traveler but may declare it on any open or general policy.

26.3 The risk of a failure to obtain adequate insurance cover shall be solely on the Customer/Traveler and the Company shall not be liable for any loss, harm, damage, and costs of whatsoever nature and howsoever incurred in connection with the Customer's travel arrangements. Accordingly, all queries must be addressed to the Customer's principal insurer, as the Company shall in no way be held responsible for any and/or all information advanced by any of its staff or representatives in this regard.

26.4 Should the insurers dispute their liability for any reason, the Customer/Traveler will have recourse against the insurers only and the Company will not be under any responsibility or liability whatsoever in relation thereto.

## **27. Customer's' Details and Documents**

27.1 It is important that the Customer provide the Company with the Customer's/Traveler's full names as per the passenger/s travel passport. Failure to do so could result in the Traveler being denied boarding or face deportation due to name mismatch information. The Customer must confirm that all the travel arrangements, itinerary details and documents are correct. Once documents have been issued, name changes are not permitted to airline tickets and any change thereto will require that the ticket/s is submitted for a refund and a new ticket is issued. Any financial penalties imposed by the service provider(s) as a result of name changes will be payable by the Customer.

27.2 Other documents that may be required for the Customer's and/or Traveler's journey are the Customer's passport, an international driver's license, inoculation certificates and accommodation-, car- and tour vouchers. The Customer is to ensure that he/she checks all these documents at the time of issue where applicable, prior to the Customer's departure.

## **28. Passports, Visas & Health:**

28.1 The Customer is responsible for obtaining any necessary visas and travel permits for all countries that the Customer/Traveler will be travelling to or transiting through, and for informing him/herself as to which countries/areas within countries require visas and/or special permits. Visa and entry requirements may vary depending on the Customer's nationality, the length of stay, and the purpose of the visit, among other factors. Visa information and visas can be obtained by contacting the Consulate or Embassy of the countries involved. It is required that the Customer establish what the required criteria is for the obtaining of a visa and ensures that the Customer adheres to the requirements set out by the Embassies, Consulates or their representatives.

28.2 It is entirely the Customer's duty to ensure that all passports and visas are current, valid, obtained on time and that the Customer's passport will be valid for 6 (six) months to 1 (one) year after the Customer's return to his/her home country and contains sufficient blank pages (for visa issuance) and that any vaccinations, inoculations, prophylactic (e.g. for malaria or yellow fever) and the like, where required, have been obtained.

28.3 The Customer is to check the requirements with the Company before travelling. The Customer acknowledges that any advice given by a Travel Consultant should not be interpreted as legal advice concerning visas, entry requirements, immigration, or residency.

28.4 The Company will endeavor to assist the Customer, but such assistance will be at the Company's discretion and the Customer acknowledges that in doing so, the Company is not assuming any obligation or liability and the Customer indemnifies the Company against any consequences of non-compliance.

28.5 It is specifically noted that the Company cannot be held responsible for: denial of the Customer's visa application for any reason; delay of issuance of the Customer's visa by the relevant Consulate or High Commission; loss of the Customer's passport(s) by the consular offices and/or courier; change in visa costs and requirements; financial losses incurred as a result of a visa application being denied; passport application delays; and/or incorrect issuance of passport or visa.

## **29. Baggage**

29.1 The Customer/Traveler is required to check the Suppliers baggage conditions in order to ascertain their free baggage allowance and excess baggage costs. The Customer/Traveler must note that the requirements for different Suppliers may not be the same. The Company cannot be held liable for the failure of any Customer/Traveler to comply with the baggage requirements as set by any Supplier.

29.2 The Company is further unable to guarantee that Suppliers will deliver any baggage to the correct location or at all. All risk associated with any lost or misplaced baggage vests with the Customer/Traveler. The Customer/Traveler bears all risk associated with the failure by any Supplier to deliver any item of baggage to the correct location or at the correct time.

29.3 In addition to the afore going, the Customer/Traveler is required to familiarize him/herself with unacceptable baggage items in terms of the International Civil Aviation Organization (ICAO) technical instructions as well as the International Air Transport Association (IATA) Dangerous Goods Regulations – refer to [www.iata.org](http://www.iata.org). - bags for information and links. For safety reasons dangerous or illegal articles must not be packed in or concealed in checked baggage or cabin baggage. Restricted articles include but are not limited to animals, plants, weapons, illegal drugs, contraband, compressed gasses, corrosives, explosives, flammable liquids, oxidizing materials, poisons, and infectious substances. A full list is obtainable from [www.iata.org](http://www.iata.org), the airline website and/or the Embassy of the country of intended visit. Information regarding permits required for the transport of animals, plants or weapons or any other item where the Customer is unsure of transporting, is available from [www.iata.org](http://www.iata.org), the airline website and/or the Embassy of the country of intended visit.

29.4 In general, air travel passengers are allowed 1 piece of hand luggage with specified weight and size requirements. These requirements are indicated on ticket confirmations and on the airline website. Additional weight and size may require the passenger to check such baggage in as checked baggage which may incur additional charges.

30. The Customer acknowledges that where a Traveler is in possession of a separate ticket, the delivering carrier and the outgoing carrier is not responsible for the connection in flights. The Customer/Traveler acknowledges that it will bear all risks relating to the issue of separate tickets.

31. Unless otherwise specifically agreed to by the Company in writing all payments made by the Customer/Traveler to the Company must be made into the following bank accounts:

Bank: Bank Windhoek Limited

Account Name: Wild Desert Travel and Safari (Pty) Ltd

Account Number: 8040417245

Branch Code: 484-172

Branch Name: Capricorn Private Wealth

All bank charges relating to any deposit will be for the Customer's/Traveler's account and shall be paid in addition to the amount due to the Company.

32. Payment (or partial payment) to the Company by the Customer/Traveler will be deemed to constitute acceptance of these standard trading terms and conditions.

## **STANDARD TRADING TERMS AND CONDITIONS (Inbound)**

### **1. General**

1.1 All business undertaken, including any advice, information or service provided or booked, whether gratuitously or not, by Wild Desert Travel and Safari (Pty) Ltd (“the Company”) shall be subject to these trading conditions. No amendment or alteration of these conditions shall be binding on the Company unless reduced in writing and signed by a director of the Company. No act or omission of the Company shall be construed as a variation or a waiver of any of these conditions.

1.2 The Customer must ensure that all employees or representatives instructing the Company on behalf of the Customer are duly authorized. The Customer hereby acknowledges that it will be bound by the actions of its employees and or representatives when such persons act with the Company on behalf of the Customer.

1.3 The contract raised between the service provider and Wild Desert Travel and Safari (Pty) Ltd will be concluded when full payment has been received for services delivered by Wild Desert Travel and Safari (Pty) Ltd.

1.4 Wild Desert Travel and Safari (Pty) Ltd and its employees apply and use the Customer’s provided personal information only to the extent necessary for Tour bookings and delivering other services required by the Customer pertaining to travel or to inform the Customer of new Tour services or to request Customer comments regarding travel/services.

1.5 General Data Protection Regulation (GDPR) is a regulation that requires businesses to protect the personal data and privacy of EU citizens.

1.5.1 The types of data that are protected:

- Basic identity information such as name, address and ID numbers
- Web data such as location, IP address, cookie data and RFID tags
- Health and genetic data
- Biometric data
- Racial or ethnic data
- Political opinions
- Sexual orientation

### **2. The Parties**

2.1 The Customers are either:

2.1.1 a tour operator; who contracts with the Company;

2.1.2 a travel agent, who contracts with the Company, on behalf of third-party travelers (the client/s of such travel agent or tour operator); or

2.1.3 a traveler’s booking contracting in his/her/its personal capacity, with the Company.

2.2 The Company is duly incorporated in accordance with the Company Laws of Namibia, with Registration Number 2024/1672 having its principal place of business at 1814 Windhoek West, John Meinert Street, Windhoek, Namibia. The Company possesses all licenses and permits necessary to conduct business as a tour operator/booking agent in Namibia.

### **3. Domicilium Address**

The Customer chooses as its/his/her domicilia et executandi for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, arising from any transaction or claim, which is governed by these terms and conditions, the physical address and facsimile number and email address set out in the Customer Particulars Schedule. Any notice given by any party to any other, which is transmitted by facsimile copy to the addressee at the addressee's facsimile address for the time, or via email to the designated email address in the Customer Particulars Schedule, shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the date of successful transmission thereof.

### **4. Exclusion of Liability, Suppliers Terms & Risk**

4.1. The Company represents hotels, airlines, car rental companies and related travel organizations ("the Suppliers") as agent(s) for the Suppliers. The Company utilizes the products of these travel suppliers ("the Tour").

4.2 The Company contracts with the Suppliers as principal and not on each other's behalf.

4.3 The booking of the supply of the products may be in the Company's name, or the Supplier may undertake to supply the product to the Company, but it is unequivocally understood between the Company and the Supplier that the Company will not make use of the supply or provide the product to the traveler. The Supplier is obliged to render the product, paid for by the Company, to travelers whose names will be furnished to the Supplier in due course by the Company. Thus, the Supplier knows that the products, to be rendered in the future, will be rendered to travelers in terms of the agreement it has with the Company. Moreover, the Supplier knows that if it renders the future products to the travelers satisfactorily, this will constitute performance in terms of the agreement with the Company, discharging the Supplier's obligation towards both the Company and the traveler, the latter of whom will be the recipient.

4.3 While the Company makes every effort:

4.3.1 to engage quality suppliers among the airlines, hotels, tour operators and other service providers to provide the travel products making up the Tour; and

4.3.2 to ensure that the various services making up the Tour will be carried out efficiently and as specified, it does not have direct control over the provision of services by Suppliers and shall not be liable for any loss, damage, injury, additional cost, accident, delay, irregularity that may be occasioned by any error or default, act or omission of any Supplier in carrying out the arrangements of the Tour, or otherwise in connection therewith.

4.3.3 The Company accepts no liability for:

4.3.3.1 changes, omissions or delays before or during the course of the Tour occasioned by technical difficulties, weather conditions, communication breakdowns or events beyond the control of the company;

4.3.3.2 any cancellation or curtailment of the Tour as a result of the Customer's personal circumstances, e.g. death or illness,

"The Changed Circumstances Event/s".

All expenses occasioned by the Changed Circumstances Event/s, including but not limited to unscheduled extensions or curtailment of accommodation, changes to scheduled flights, additional airfares, telephone and meal costs, etc., will be for the Customer's account.

4.3.4 If in the opinion of the Company the fulfillment of the Tour is considered impossible, illegal or inadvisable because of weather conditions, unrest, strikes, war and/or any other adverse factors beyond the Company's control, the Company may at any time cancel the Tour or what remains of it or make alterations to the route, accommodation, price and/or any other aspect thereof as it deems fit, and any losses and expenses resulting from such cancellation or alteration shall be for the account of the Customer.

4.3.5 All bookings are subject to the terms and conditions specified by the Supplier of the services which make up the Tour. The Company will provide on request, the identity of the Supplier and such Supplier's terms and conditions may include, but are not limited to, provisions regarding the cancellation fees or amendment fees applicable to confirmed reservations, refunds/no refunds for no-shows/ unused services; late booking fees; baggage allowances and confirmation of flights. The Customer must reconfirm his/her flight within 72 hours prior to departure.

4.3.6 Save in the event of willful misconduct or gross negligence by the Company, neither the Company nor its holding or parent company or representatives shall be liable for any loss, injury, death or damages, arising from the Tour.

4.3.7 The Company will not be responsible for any charges that appear on a traveler's credit card not levied/effectuated directly by the Company (e.g. a credit card charge by a hotel), nor accept responsibility for having any of these charges reversed or corrected upon the traveler's return to his/her country of departure/final destination.

4.3.8 Where the Customer is a tour operator or travel agent, it is contracting with travelers, and that such traveler's participation in the Tour offered by the Company, is subject to these standard terms and conditions and provide a copy of same to the traveler on request. The travel agent, traveler or tour operator in question, indemnifies and holds the Company harmless against all claims for damages, loss, injury or expense, which any traveler may claim against the Company in the event that such claim is excluded under the terms and conditions set out herein.

4.3.9 Where the Customer books travelers who are members of the Customer's group, including but not limited to family members or minor children, the customer in question, in booking, indemnifies and holds the Company harmless against all claims for damages, loss, injury or expense, which any such member of the group may claim against the Company in the event that such claim is excluded under the terms and conditions set out herein. This indemnity shall be binding on the estate of the Customer who so indemnifies the Company.

4.3.10 Should Wild Desert Travel and Safari (Pty) Ltd deem it necessary to cancel a Tour (including clause 4.3.4.) then the contractual relationship between Wild Desert Travel and Safari (Pty) Ltd and Customer will cease to exist for that time forward and will have no retroactive effect save for- and subject to the full payment of, including but not limited to, fees, penalties, expenses, losses etc. by the Customer for portions of service delivery already undertaken by Wild Desert Travel and Safari (Pty) Ltd for the Customer. Therefore, it will be deemed that Wild Desert Travel and Safari (Pty) Ltd has effectively performed its obligations for travel services already provided to the Customer.

4.3.11 Should Wild Desert Travel and Safari (Pty) Ltd incur losses as a direct result of the Customer's negligence, willful misconduct, deception, error or omission, then the Company may seek compensation from the Customer for such losses incurred.

## **5. Quoted Prices & Price Variations**

5.1 Prices quoted:

5.1.1 in the most current release of the Company's brochure price schedule;

5.1.2 in any of the Company's scheduled escorted tour price schedules;

5.1.3 in any specific FIT or group quote issued by the Company,

are:

a) subject to adjustment in accordance with Clause 5.1(b), valid and guaranteed by the Company, only for the period of validity as stated on the price schedule/quote in question;

b) subject to increase, forthwith on notice by the Company, in respect of any fuel surcharge and/or increase in entrance fees and/or government and/or regional levies and/or taxes.

5.2. The Company reserves the right to adjust prices, on expiry of any period of validity of a price schedule/quote issued by the Company, by way of a revised price schedule/quote, in accordance with, e.g. increases in airfares, hotel rates, transport costs and currency fluctuations.

5.3. Airfares are subject to the prices and conditions quoted by the airlines and cannot be guaranteed by the Company.

5.4 All information contained in the Company's brochure/itinerary and price schedules are to the best of the Company's knowledge and believed to be true and correct, but the Company accepts no liability for any errors/inaccuracies contained therein.

5.5 Terms and conditions, including any exclusion of bookings, or discounts applicable to minor children, are as set out in the specific price schedule, or quote.

5.6 Prices set out in the price schedule/quote, do not include any items or services not specified therein (and/or the brochure and/or the Company confirmation of booking). Typical items not included may be, but not limited to: a tour guide, airport taxes, costs of obtaining visas and passports, telephone calls, laundry, entertainment arrangements, gratuities and portage, meals and beverages, additional airfares or any other item of a personal nature not specified.

5.7 In the event of any conflict between these terms and conditions and the Company booking confirmation, the provisions of the Company booking confirmation shall prevail.

## **6. Reservations**

6.1 The Company does not accept any legal or contractual obligations in relation to provisional booking requests.

6.2 Once the Customer makes an unconditional booking request, whether telephonically or by facsimile or email or on any web enabled booking system to the Company, the Company shall forward a written confirmation of booking by facsimile or email.

6.3 On transmission of the Company confirmation of booking:

6.3.1 a binding contract between the Customer and the Company shall result on the terms and conditions set out herein, read together with the relevant pricing schedule and/or quote and/or brochure itinerary and/or Company confirmation of the booking; and

6.3.2 the Customer shall be liable to pay the tour price as set out in the Company confirmation of booking (alternatively, the price schedule/quote applicable to such reservation).

## **7. Payment and Penalty Fees**

7.1 Payment shall be due and payable by the Customer on or before the time periods set out in the specific Company booking confirmation.

7.2 Unless the booking confirmation specifies otherwise, the Customer shall be liable to effect payment to the Company of:

7.2.1 a deposit of 50% of the total price.

7.2.2 the balance owing of the total price on the booking no later than 6 (six) weeks prior to departure, on presentation of the Company's invoice in respect thereof.

7.3 In the event of any reservation within 30 (thirty) days prior to departure, the total price shall be immediately due and payable on confirmation. Cancellation terms apply on confirmation as per clause 8 below.

7.4 In relation to all time periods stipulated for payment in the specific Company booking confirmation, time shall be of the essence and the Company shall be entitled to cancel any reservation where payment (including deposits) have not been made by due date.

7.5 Where a deposit has been paid and the reservation is subsequently cancelled by the Company, for failure to pay the balance outstanding, the deposit paid will be forfeited to the Company.

7.6 Documentation and vouchers will only be delivered to the Customer on receipt of payment in full and completed booking forms and travel declarations (if applicable) by the Company

7.7 The Company will accept payment for all land arrangements in cash only. Payment by TT, online link or EFT will constitute a cash payment. Acceptance of credit card payments are at the Company's sole discretion and may be declined without explanation.

7.8 When payment is made in a different currency to the currency quoted in the brochure/quote, then acceptance of payment in a foreign currency must first be approved by the Company, and will be subject to the rate of exchange, applied by the Company's bankers at the time of receipt of payment. The Customer shall be liable to effect payment to the Company of any shortfall (and the Company shall be responsible to reimburse the Customer for any overpayment), resulting from exchange rate fluctuations.

7.9 The Company reserves the right to charge a booking fee and/or a handling fee which will be included in the total price.

7.10 The Company shall be entitled in its sole discretion to appropriate any amounts received by the Company from the Customer towards the payment of any cause, debt or amount owing by the Customer to the Company whatsoever. Each payment made by the Customer to the Company, shall be applied firstly in respect of interest accrued and the balance, if any, shall be applied in reduction of the capital sum.

7.11 A certificate/documents under the hand of any director/officer of the Company as to:

7.11.1 the existence and amount of any indebtedness at any time of the Customer to the Company ("the debt");

7.11.2 the fact that the due date for payment of the debt has arrived;

7.11.3 the amount of interest accrued on the debt;

7.11.4 any other fact, matter or thing relating to the Customer's debt and/or obligations, in terms of any booking or indebtedness between the Customer and the Company,

shall for the purpose of provisional sentence or summary judgement or any other proceedings against the Customer in any competent court be:

a. prima facie proof of the correctness of the matters stated therein;

b. deemed to be sufficient particularity for the purposes of pleading or trial; and

c. valid as a liquid document for those purposes.

7.12 Notwithstanding anything to the contrary herein, the Customer shall be obliged to pay the Company the whole of the outstanding balance of its debt, together with accrued interest thereon immediately, and the Company shall be entitled to proceed for the immediate recovery thereof without prior notice to the Customer and without prejudice to the Company's other rights in law and/or without prejudice to any claims which the Company may have against the Customer arising from any breach of these terms and conditions or any booking, shall:

7.12.1 The Customer fail to pay any amount due by the Customer to the Company in terms of this agreement on the due date for payment thereof; or

7.12.2 The Customer fail to have any judgment granted against it set aside within 14 (Fourteen) days after the date on which any such judgment is granted against the Customer; or

7.12.3 The Customer breach any material term hereof; or

7.12.4 The Customer compromise or attempt to compromise with any of its creditors; or

7.12.5 The Customer commit any act which, if committed by an individual, would constitute an act of insolvency; or

7.12.6 The Customer be placed in liquidation or judicial management or being wound up, whether provisionally or finally and whether voluntarily or compulsorily.

## **8. Cancellation & Amended Booking Fees**

8.1 In the event of the Customer cancelling their reservation for any reason, such cancellation must be made in writing (or if made telephonically, confirmed forthwith in writing), in which event the Customer shall be liable for:

8.1.1 The Company's cancellation charges are as follows, unless the booking confirmation specifies otherwise:

61 days or more prior to travel date: 0% of total price

31-60 days prior to travel date: 25% of total price

16-30 days prior to travel date: 50% of total price

11-15 days prior to travel date: 70% of total price

less than 10 days prior to travel dates and non-arrival: 100% of total price

8.1.2 Any further special cancellation charges that, e.g. may apply for peak periods, as is set out in the Company's booking confirmation (which shall take precedence and substitute the cancellation charges due in terms of Clause 8.1.1);

8.1.3 All cancellation charges of the Supplier/s of the products and services, to which the booking relates, save that the liability of the Customer shall be in respect of the greater of either the cancellation charges in respect of this Clause 8.1.3, or the cancellation charges due in terms of Clause 8.1.1 or 8.1.2 (as the case may be).

8.2 Amendments and all cancellations en route must be made with the Company directly. The Customer shall be liable for all costs (including repatriation and the administrative fees of the Company incurred as a result of any en route cancellations, by the Customer including but not limited to cancellation because of ill health or injury.

8.3 The Company has the right to charge for amendments to reservations at a change fee of:

8.3.1. Amendments received 60 (sixty) days or more prior to departure will attract additional service fees: for each alteration made to the booking after the initial reservation plus the Company's and/or Suppliers published administration charges (from time to time), will be levied on all documentation or vouchers submitted for re-issue or refund.

8.4 No refunds will be made for no-shows, or any unused services irrespective of whether they form part of the basic inclusive tour price, or whether they are in respect of pre-booked or optional arrangements.

## **9. Changes to Hotels, Coaches, Vehicles & Other Services**

9.1. The products and services included on all booking itineraries are subject to availability. The Company reserves the right to substitute hotels or coach operators or other services listed with others of the same or next available higher or lower category, at no additional cost to the traveler, even after commencement of the tour.

9.2. The Company reserves the right to use smaller or larger vehicles on scheduled escorted tours should final traveler numbers justify such change.

## **10. Accommodation**

Unless specifically stated otherwise in the itinerary, pricing schedule or quote, all accommodation is based on 2 (two) people sharing per room. Restrictions on the number of adults and/or children per room, are as stated in the specific quotation or Supplier's terms and conditions, which restrictions are available on request. Specific room/bed requests are subject to availability and additional costs at the time of enquiry.

## **11. Special Requests**

Special requests must be made at the time of booking. The Company will endeavor to comply with the special requests, which will be for the cost of the traveler, but cannot guarantee that such requests will be met.

## **12. Travel Documents, Passports, Visas, Vaccinations, Inoculations and Re-entry Permits and International Driver's Licenses**

12.1 All travelers will be personally responsible for ensuring that they are in the possession of and have complied with:

12.1.1 the correct travel documentation, including passports valid for the minimum period after the tour, required by law in each country the traveler will visit;

12.1.2 the correct visas/re-entry permits, valid for the countries visited - the visa costs incurred are for the passenger's own account; and

12.1.3 health, foreign exchange and other legal requirements.

12.2 The Company shall not be responsible for any consequences whatsoever should the traveler fail to ensure that he/she has complied with the necessary health, passport, visa, re-entry permits, or other legal requirements. Due to the constantly changing requirements of each country, the Company shall not be responsible or liable for any information, which it or its representative may furnish to the traveler in relation

to the above. The onus shall always rest with the passenger to ensure that he/she has complied with such requirements.

12.3 If a traveler intends to drive a rental car, he/she should obtain an international driving permit from his/her local transport authority. The traveler must also be in possession of his/her local driving license and produce same at the car rental check-in counter.

### **13. Insurance**

13.1 All travelers are advised to and are solely responsible to take out comprehensive travel insurance and to familiarize themselves with any exceptions and conditions as may be imposed by the insurance company or underwriters issuing the policy of insurance which they select. The Company shall not be responsible or liable:

13.1.1 for any information which it or its representatives furnish in relation to travel insurance; or

13.1.2 for filing/prosecuting a claim on the traveler's behalf against any insurer/underwriter who has issued a policy to the traveler;

13.1.3 for any claim disputed/rejected by the insurers.

### **14. Travel Declarations**

The Company requires that all foreign payments that are made on behalf of any Namibian travelers, must be deducted from the traveler's foreign exchange allowance. A currency declaration to this effect must be lodged before final documentation can be released.

### **15. Jurisdiction and Dispute Resolution**

15.1. All matters arising from or in connection with these terms and conditions and any contract concluded by the customer with the Company, their validity, existence and termination shall be determined in accordance with the laws of the Republic of Namibia.

15.2 If any dispute, controversy or claim arising out of or relating to the existence, interpretation, validity, application, breach or termination of this agreement occurs between the parties, they agree to attempt resolving such dispute, controversy or claim through mediation with the Alternate Dispute Resolution Forum of Namibia before pursuing any other proceedings. Any party to such dispute, controversy or claim may serve written notice on the other or others of its desire to resolve a dispute, controversy or claim by mediation. The mediator shall be appointed by the Alternate Dispute Resolution Forum and conducted in Namibia at a place to be determined by the mediator in English according to the mediation rules of Alternate Dispute Resolution Forum. If such dispute, controversy or claim has not been resolved within thirty days of the notice of desire to mediate, any party may terminate the mediation and proceed to arbitration according to the arbitration rules of Alternate Dispute Resolution Forum. Nothing herein shall preclude any party from seeking interim relief in a court pending such mediation and/or arbitration (verdict binding as if made in court).

15.3 Nothing herein contained shall be deemed to prevent or prohibit either party from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.

15.4 The provisions of this Clause 15 will continue to be binding on the parties notwithstanding any termination or cancellation of any contract concluded by the Customer with the Company.

## **16. General Terms**

16.1. The Company 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 to or implied by reference to any other writing, advertisement or conversation.

16.2. No indulgence, which the Company/ies may grant to any party, shall constitute a waiver of any of the rights of the Company who shall not thereby be precluded from exercising any rights against the customer and/or the traveler which may have arisen in the past or which might arise in the future.

16.3. Each term or condition of these terms and conditions shall be separate and separately enforceable from the other terms and conditions herein and shall in no way be limited or restricted by reference to or inference from any other terms or conditions. If any term or condition herein, shall be found to be illegal or unenforceable then the remaining terms and conditions hereof shall be and remain binding.

16.4 Should the Company appoint a tour guide in respect of any tour, then the traveler shall be obliged to comply with all reasonable instructions of such tour guide. The Company reserves the right to terminate the tour of any traveler who wrongfully or unlawfully fails to adhere to the reasonable instructions of an appointed tour guide, and/or causes any wrongful disruption, disturbance or nuisance to any other traveler, tour group or service provider.

16.5 All travelers shall comply with general Codes of Conduct as issued by the Company from time to time, including any prohibition on smoking imposed on any coaches and at any hotels/venues on any tour.

16.6 The Customer shall be solely responsible for ensuring that he/she is physically and mentally capable of undertaking the journey and participating in the activities that constitute the tour itinerary.

16.7 Unless otherwise specifically agreed to by the Company in writing all payments made by the client to the Company must be made into the following bank accounts:

Bank: Bank Windhoek Limited

Account Name: Wild Desert Travel and Safari (Pty) Ltd

Account Number: 8040417245

Branch Code: 484-172

Branch Name: Capricorn Private Wealth

All bank charges relating to any deposit will be for the Customer's/Traveler's account and shall be paid in addition to the amount due to the Company.