



TERMS AND CONDITIONS

1. 1. PRELIMINARY INTERPRETATION

- 1.1. The headings of the clauses in this document are for the purpose of convenience and reference only and shall not be used in the interpretation of, nor modify nor amplify the terms of this document, nor any clause hereof.
- 1.2. Words Importing:
 - 1.2.1. any one gender includes the other two genders;
 - 1.2.2. the singular includes the plural and vice versa; and
 - 1.2.3. natural persons include created entities (incorporated or non- incorporated) and vice versa.
- 1.3. In this document, the following terms shall have the meanings assigned to them hereunder and cognate expressions shall bear corresponding meanings, namely:
 - 1.3.1. "Booking" means the placing of an order with the Company for the engagement or reservation of a Tour and/or any part thereof.
 - 1.3.2. "Client" shall include (i) the person(s) who Book a Tour with the Company directly or via a travel agent / tour operator, and who is intended to attend / participate in such Tour and (ii) the aforesaid travel operator and/or agent.
 - 1.3.3. "Company" shall mean Safari Trends, their agents, representatives of any form, members, associates, affiliates, organisers, subsidiaries, shareholders, directors, agents, employers and employees;
 - 1.3.4. "Subcontractor" shall mean any person, company, natural or juristic person contracted by the Company, for and on behalf of the Client, to provide transfers, accommodation, flights, mobile safaris and associated activities to the Client as part of the proposed, or amended, itinerary of a Tour.
 - 1.3.5. "Tour" means a journey undertaken to Botswana/ Zimbabwe/Zambia for the purposes of pleasure and/or education and involving a series of stops and/or parts including but not limited to transfers to and from an entry point into Botswana/Zimbabwe/Zambia for the purpose of the said journey.
- 1.4. This document shall not be interpreted against the party responsible for preparing and drafting it, in other words the contra proferentem rule shall not apply to the interpretation of this document.
- 1.5. The use of the word "including" shall not be construed as limiting the meaning of the words preceding it to the one or more words or examples following it, and the meaning of the general words will not be restricted by the use of more specific words (i.e. the eiusdem generis rule shall not be applied in the interpretation of this document).

- 1.6. All activities, associated activities and services listed on the proposed itinerary are conducted by Subcontractors appointed by the Company and the Company will under no circumstances be held liable or take any responsibility for any damages, activity or associated activities conducted by any of its Subcontractors.

2. EXCLUSION OF LIABILITY, SUPPLIERS TERMS AND RISK

2.1. Exclusion of liability

2.1.1. In terms of the trading conditions, and any contract(s) concluded pursuant hereto, the Company acts as a booking agent only, for and on behalf of the Client in the procuring of transfers, accommodation, flights, mobile safaris and associated services from Subcontractors for the purpose of a Tour.

2.1.2. All aspects of a Tour including but not limited to transfers, accommodation, flights, mobile safaris and associated services are provided directly to the Client by Subcontractors and the Company's role is solely limited to the procuring of such services from the Subcontractors as booking agent for the Client.

2.1.3. While the Company makes every effort:

2.1.3.1. to engage quality Subcontractors among the airlines, hotels, tour operators and other service providers to constitute the itinerary of the tour; and

2.1.3.2. to ensure that the various services that constitutes the Tour package will be carried out efficiently and as advertised;

it does not have control over the provision of services by Subcontractors and accordingly excludes any and all liability for any loss, damage, injury, cost and expense suffered by the Client as a consequence of any error, default, negligence act or omission of any Subcontractor in carrying out the logistics of the Tour package, or associated activities.

2.1.4. Without limitation to the generality of the exclusion set out in Clause 2.1.3 above, the Company shall not accept liability for:

2.1.4.1. Any changes, omissions or delays before, or during the course of the Tour occasioned by technical difficulties, weather conditions, communication breakdown or events beyond the control of the Company.

2.1.4.2. the withdrawal, cancellation, change or amendment of any service provided by a Subcontractor in connection with the Tour.

2.1.4.3. Any cancellation or curtailment of the Tour as a result of the Client's personal circumstances, (e.g. death, illness or other) or because of any other reason whatsoever.

2.1.4.4. Changed circumstances and/or event expenses: these include but are not limited to unscheduled extensions or curtailment of accommodation, changes to scheduled flights, additional airfares, telephone and meal costs, etc., which will be for the Client's own account.

2.2. If, in the opinion of the Company, the fulfilment of a Tour is considered impossible, illegal or inadvisable because of weather conditions, unrest, strikes, war, pandemic, plague, government action and/or any other adverse factors beyond the Company's control, the Company may at any time cancel the Tour or any part thereof or make alterations to the itinerary 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 solely for the account of the Client.

- 2.3. The Company will on request provide the identity of the Subcontractor and such Subcontractor's terms and conditions.
- 2.4. The Company will not be liable or responsible for any damages of whatsoever nature (including but not limited to any personal injury, death and/or damage to property) that the Client may sustain arising from any cause whatsoever, including negligence.
- 2.5. The Client binds his/her dependants, heirs, trustees, executors, administrators, third parties and/or assigns to the terms and conditions of this document and undertakes to indemnify, hold harmless and expressly exempt the Company from any and all liabilities and/or claims (specially including but not limited to claims arising from personal injuries, death, loss of support, delay, theft, inconvenience, accident, loss, consequential loss, damage to property, medical expenses, funeral and related expenses) arising from any cause whatsoever by virtue of the Client's participation in the Tour.
- 2.6. The Client waives any and all liabilities and/or claims of whatsoever nature or cause, howsoever arising, which he/she or his/her dependants, heirs, trustees, executors, administrators, third parties and/or assigns might have against the Company arising out of his/her/its booking of and/or participation in a Tour.
- 2.7. Without derogating from the generality of this document, should the Company be found liable by a court for a claim for damages, then and in that event the Company's liability in respect thereof shall be limited to the actual proven and direct loss only, such liability however, shall not exceed P 100,000.00 (one hundred thousand pula).
- 2.8. The Company will not be responsible for any charges that appear on a Client's credit card not levied/effectuated directly by the Company (e.g. a credit card charge by a hotel) and will not accept any responsibility for having any of these charges reversed or corrected upon the Client's return to his/her country of departure/final destination.

3. RESERVATIONS AND PAYMENT TERMS

- 3.1. Bookings will only be accepted by the Company from bona fide Travel Agents/Tour Operators or individual clients.
- 3.2. A Booking will be made by the Client placing an order with the Company in writing via email.
- 3.3. Provisional bookings will be held for a period of 14 days (2 weeks – or as stipulated in the quote), where after payment of a non-refundable deposit will be required to secure confirmation of the booking, (unless otherwise agreed between the parties in writing), failing which the booking will automatically be released.
- 3.4. A Booking shall only be confirmed by the Company upon receipt of a non-refundable deposit (unless otherwise agreed by the parties in writing). The deposit will vary depending on the Subcontractors requirements and will be notified to the Client via email following the placing of the Booking by the Client. The Company will confirm a Booking via email once it has received the said deposit, and upon such confirmation the Client shall be bound to proceed with such Tour or cancel same in accordance with the terms set out herein.
- 3.5. The Client shall make payment of the balance of the Tour price (if any) to the Company no later than 60 days before the scheduled start date of the Tour.
- 3.6. On confirmation of a booking, the Company requires the following information with respect to each and every Client:

- 3.6.1. Full Names, Surname and Passport Details;
- 3.6.2. Nationality;
- 3.6.3. Arrival & Departure Details of all Flights, as well as any International Connecting Flight Times;
- 3.6.4. Medical/Travel Insurance Details as well as contact numbers of same;
- 3.6.5. Emergency contact details for the Clients' family;
- 3.6.6. Emergency contact detail for the travel agent / tour operator making the booking;
- 3.6.7. Any special Dietary Requirements / Medical Conditions;
- 3.6.8. Room Preference e.g. Twin / Double / Single / Triple / Family
- 3.6.9. Special Requests / Special Occasions e.g. Birthday, Anniversaries, Celebrations
- 3.6.10. Passenger Weights for light aircraft flights.

3.7. By placing an order for a Booking, the Client thereby confirms and acknowledges that all terms and conditions of the Company have been provided to and/or been explained and accepted by the Client.

3.8. By placing of an order for a Booking the Client confirms and acknowledges that all parties participating in the Tour have been made aware and accept that the Tour carries inherent risks, and that the Clients voluntarily assume all risks which are associated with the Tour. The Client further understands and agrees that all persons participating in the Tour shall be required to sign indemnities with the Subcontractors and to abide by the respective Subcontractors Codes of Conduct in order to ensure their safety.

3.9. In the event that a booking is not paid in full as per the above payment terms the Company shall be entitled to cancel the Tour and retain the deposit in addition to any right to receive payment of the cancellation fee set out below.

4. CANCELLATIONS

4.1. All cancellations should be made in writing and will only be deemed effective upon acknowledgment of receipt by the Company.

4.2. Cancellations will be subject to the following penalties:

4.2.1. A cancellation fee of 30% of the total booking fee shall be payable to the Company in the event that a booking is cancelled immediately upon confirmation.

4.2.2. A cancellation fee of 60% of the total booking fee shall be payable to the Company in the event that a booking is cancelled 46 - 65 days prior to commencement of the tour.

4.2.3. A cancellation fee of 100% of the total booking fee shall be payable to the Company in the event that a booking is cancelled 45 days or less prior to the commencement of the tour.

4.3. Changes to the date of any Tour or part thereof shall be made upon written request by the Client and upon condition that the Client makes payment to the Company of:

4.3.1. an administration fee in such amount as shall be notified to the Client in writing;
and

4.3.2. where applicable, payment of a cancellation fee in such amount as shall be notified to the Client in writing.

4.4. The Client understands and acknowledges that the Company will be liable to the Subcontractors for the payment of cancellation fees in the event of the cancellation of a Tour or any part thereof and accordingly undertakes to indemnify and hold harmless the Company from and against any and all loss, expense, damage and/or liability incurred or suffered by the Company as a consequence of making payment to a Subcontractor of any cancellation fee or penalty because of the cancellation of a Tour or any part thereof.

5. GENERAL TERMS

- 5.1. 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 have been made or agreed or implied by reference to any other writing, advertisement or conversation.
- 5.2. No indulgence, which the Company may grant to any party, shall constitute a waiver of any of the rights of the Company, and the Company shall not hereby be precluded from exercising any rights against the Client, travel agent / tour operator which may have arisen in the past or which might arise in the future.
- 5.3. Each of the terms or conditions of this document are separate and severable, which are individually and jointly enforceable. In the event that any one or more of the provisions of this document are found to be invalid, unlawful and/or unenforceable, such provisions will be severable from the remaining provisions and the remaining provisions shall continue to be valid, in full force and effect.
- 5.4. The Client undertake to obey all instructions given by the Company and its Subcontractors and to comply with the general Codes of Conduct as may be issued by the various Subcontractors from time to time, including any prohibition on smoking imposed on any coaches and at any hotels/venues on any tour, throughout the duration of the tour.
- 5.5. Neither party shall be liable for any breach of this Agreement or other failure performance arising solely as a result of an event of force majeure which means any event outside the control of the party relying upon it as reason for failing to perform any obligation under this Agreement, including (without limitation) any act, order or requirement of government (national or local), war or threat of war, terrorist activity or the threat of the same, adverse weather conditions such as to create serious risk of death or serious injury or otherwise make performance of the contract dangerous to any person, and any form of industrial action.
- 5.6. Neither party may transfer or assign its respective rights and obligations under this Agreement without the other Party's written consent.
- 5.7. This document, together with all annexures, addendums and/or itineraries attached hereto, constitutes the whole agreement between the Client and the Company and no variation, cancellation, novation or deletion of any provision of this document shall be binding unless reduced to writing and signed by the Client and an authorised representative of the Company.
- 5.8. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Botswana and any dispute between the parties shall be determined as provided for hereunder.
- 5.9. These terms and conditions are effective immediately on the placing of a Booking and shall continue to be in full force until written variation and/or termination is confirmed by the Company.

AGENT INFORMATION

Travel Agent / Tour Operator Company Name

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Travel Agent / Tour Operator Representative:

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Position:

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Contact email:

Travel Agent / Tour Operator Accounts:

Contact email:

Emergency after-hours number:

Address:

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Telephone number:

Alternate number:

- The Agent having read and fully understood the terms and conditions as set out in the various provisions above, and the implications thereof; and
- The Agent confirming that no representations of any form induced him/her to agree to the terms and conditions hereof; and
- The Agent being aware that this document has serious legal consequences and that he/she is bound to the terms and conditions of this document without reserve.

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Signature of the Travel Agent / Tour Operator

Position:

Date: