



NTB Registration: TFA00005

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## **BOOKING TERMS AND CONDITIONS:**

### **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 for clients to purchase travel insurance as our terms and conditions will be strictly adhered to

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.

**A 30% NON REFUNDABLE BOOKING DEPOSIT IS REQUIRED ON CONFIRMATION**

### **BOOKING TERMS AND CONDITIONS OF EXCLUSIVE AFRICA TOURS:**

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. Bookings made within 30 days of departure must be pre-paid up in full on confirmation.

### **Detailed Company Terms and Conditions - Exclusive Africa Tours & Safaris cc**

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 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.)

On Confirmation	- 30% Non refundable Booking Confirmation Deposit
Up to 6 weeks prior to departure	- 30% of the total Tour Price (Non refundable deposit)
Up to 4 weeks prior to departure	- 50 % of the total Tour Price
Up to 2 weeks prior to departure	- 75 % of the total Tour Price
Less than 2 weeks prior dept.	- 100 % of the total Tour Price

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. These cancellation conditions apply to group and FIT bookings and no effort will be spared to minimize these charges wherever possible.

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, etc. made by the operator are subject to the booking conditions and cancellation provisions of the supplier of the services, transport and accommodation etc.
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 negligence. If sickness or accident interrupts a tour, the operator shall not be liable for any cost or expense arising there from; save only to the extent such sickness or accident was caused by the operator's willful act or gross negligence. The operator shall not be liable for any refund, either total or partial, of passage money paid. The operator recommends that the client advise passengers to take out 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 are obliged to adhere to the Terms and Conditions of the Namibia Tourism Board.

**BANKING DETAILS:**

<b>ACCOUNT NAME:</b>	<b>EXCLUSIVE AFRICA TOURS &amp; SAFARIS cc</b>
<b>BANK NAME:</b>	<b>Standard Bank of Namibia</b>
<b>BRANCH:</b>	<b>Gustav Voigts Center</b>
<b>ACCOUNT NUMBER:</b>	<b>042746345</b>
<b>BRANCH CODE:</b>	<b>082772</b>
<b>SWIFT CODE:</b>	<b>SBNMNX</b>

**PLEASE FAX OR EMAIL PROOF OF PAYMENT TO EXCLUSIVE AFRICA TOURS & SAFARIS  
IF PROOF OF PAYMENT IS NOT RECEIVED THE BOOKING WILL NOT BE CONFIRMED**