



Namibia Individual Travel(NIT)

2 April 2009

TERMS AND CONDITIONS

1. CONTRACT

- 1.1 The contract will become effective as from the date the client's booking is confirmed in writing, by fax or by e-mail and the deposit, referred to in Clause 2.1, is received by Namibia Individual Travel (hereinafter known as the Company).
- 1.2 The contract is subject to the Namibian Law, Swakopmund the place where all legal proceedings should take place.
- 1.3 Any person making a reservation as per Clause 8.4 accepts the terms and conditions of this agreement set out hereunder.

2. HOW TO BOOK

- 2.1 A 15% non-refundable deposit of the full amount due is required to confirm any reservation and is to be done by the agent or client (see Clause 8.1) in writing, by fax or e-mail.
- 2.2 The Company must receive the balance of the contract price no later than 6 weeks prior to departure.
- 2.3 If the Company does not receive the full contract price 6 weeks before the departure date, the Company may cancel the reservation and retain whatever deposit or other funds it has already received from the client or his agent.
- 2.4 Accommodation will be provided as per itinerary. Accommodation is subject to availability at date of booking. We reserve the right to use alternative accommodation of similar or higher standard

3. LATE BOOKING FEE & COMMUNICATION EXPENSES

In the event of any reservation being completed less than 7 days prior to the date of departure, NIT will be entitled to levy a late booking fee and reserves the right to levy a fee for any extra communication expenses. Full payment is due immediately on confirmation and is non-refundable on all late bookings. Some bookings will require full payment at the time of reservation i.e. prior to confirmation.

4. HOW TO PAY

By bank transfer into the NIT or otherwise specified bank account.

5. CANCELLATION POLICY

- 5.1 Any cancellation of a confirmed booking must be done in writing by email, letter, fax or telex to the Company whereupon cancellation charges as per Clause 4.2 will apply:
- 5.2 If the safari is cancelled, the following cancellation fees apply:
 - More than 6 weeks: 100% of any monies that have been paid will be fully refunded,

excluding the deposit

- 4 - 6 weeks notice: 80% of any monies paid, excluding the deposit, will be refunded
- 2 - 4 weeks notice: 75% of any monies paid, excluding the deposit, will be refunded
- Less than 2 weeks notice: 50% of any monies paid, excluding the deposit, will be refunded
- Less than 7 days notice: no refund

The above exclude lodges that require bigger deposits or full payment far in advance to the arrival of the guests. Client refunds in this case will be determined by each lodges own terms and conditions.

5.2.1 In the case of a group booking, if the share of the total costs of the guest cancelling is more than his/her deposit, then the guest cancelling will have to pay an additional amount. the Bei Gruppenreisen: Solte der Anteil der Fixkosten hoeher sein als die obigen Anullationskosten, so wird dieser zusaetzlich in Rechnung gestellt.

5.3 No refund will be made by the Company if, for any reason, inclusions or parts of the tour cannot be carried out / or utilised. These would include all facets such as meals, game drives, accommodation etc. This would also apply to any client who has booked a tour but fails to undertake the tour for any reason or/and?

6. REFUNDS AND UNUSED SERVICES

No refunds will be made for no-shows, or any unused services.

7. BREAKAWAYS FOLLOWING DEPARTURE

While it is possible for the passenger to break away from planned holiday itineraries, after departure it is understood that extra expenses incurred as a result of such a breakaway will be for the passenger's account and any unused service will not be refunded. Amendments and cancellations en route must be made with our operators directly.

8. CHANGES POLICY

If a booking is changed to an earlier date than originally reserved, the Company will endeavour to change it. If the booking is for a later date, charges as per Clause 4.2 could apply.

9. PRICE CHANGES

9.1 The Company reserves the right to increase the price of any tour prior to departure due to factors beyond the control of the Company, such as, without being limited to, and increase in fuel prices, new Government legislation, accommodation price increases, fluctuations in exchange rates, etc.

9.2 If the Company announces an increase in the tour price in terms of this Clause, such addition amount must be paid to the Company before the departure of such tour or else the Company shall have the right to cancel the tour and the charges in Clause 4.2 will apply.

10. CHANGES TO ITINERAIES

10.1 The Company shall at any time have the right, in its entire discretion, to alter the terms of the booking in relation to the route, timetable, itinerary and accommodation. The Company shall, however, make every effort to offer the client an alternative tour of a comparable standard.

10.2 Should the alternative be of a lesser standard, the client will be refunded the

difference, but should there be an increase, the client shall have the right to either reject the alternative and obtain a refund of the relevant portion of the original contract sum, or to accept the alternative and pay the increased cost.

In the event of the client rejecting the alternative tour and claiming a refund, such rejection will be treated as a cancellation and the refund will be calculated according to Clause 4.2 hereof. The client shall have no claim against the Company for any damages arising out of the alternative booking.

11 RESPONSIBILITY AND RELIABILITY

11.1 Neither the Company nor any person acting for through and on behalf of the Company shall be liable for any loss or damage whatsoever arising from any cause whatsoever and without restricting the generality of the foregoing shall particularly not be responsible for the loss or damage arising from any errors or omissions contained in its brochure or other literature, late or non-confirmation or acceptance or bookings, loss or damage caused by delays, sickness, injury or death, whether occasioned by negligence or not.

11. ITINERARY VARIATIONS

12.1 While every effort is made to keep to all confirmed itineraries, we reserve the right to make changes for your convenience. Because we plan arrangements in advance, do not own or control the airlines, hotels and/or other supplier companies who will provide passenger holiday components, changes and even cancellations can occasionally become necessary. In the event that the hotel accommodation, excursion, service, flight, etc. has been properly confirmed by NIT, and not withstanding this, is unavailable for any reason whatsoever, NIT do not accept any liability.

12.2 The Company shall have the right at any time at its sole discretion, to cancel or the remainder thereof or to make an alteration in the route, accommodation price or other details. This would include any event of any tour being rendered impossible, illegal or inadvisable by weather, avalanches, strike, war, government or other interference or due to any other cause whatsoever. The extra expenses incurred as a result thereof shall be the responsibility of the client or the following?

13. UNSCHEDULED EXTENSIONS

13.1 In the unlikely event of there being an unscheduled extension to the holiday caused by flight delays, bad weather, strikes or any other cause which is beyond the control of TOURSA, it is understood that the expenses relating to these unscheduled extensions, (hotel accommodation etc.), will be for the account of the passenger. TOURSA accepts no liability for changes, omissions or delays before or during the course of any published tour occasioned by technical difficulties, weather conditions, strikes or communication breakdowns.

13.2 The Company may at its discretion and without liability or cost to itself at any time cancel, or terminate, a client's booking and in particular, without limiting the generality of the foregoing, it shall be entitled to do so in the event of illness or the illegal or incompatible behaviour of any client undertaking the tour, who shall in such circumstances not be entitled to any refund.

13.3 Any person making a reservation with the Company (refer to Clause 1.1) warrants that her or he has the necessary authority to enter into this contract on behalf of the person or persons included in such a booking. The person making the reservation shall be liable for the total amount due to the Company.

13.4 NIT act as agents and safari tour operator only for local and international ground/activity operators and accommodation establishments and accordingly accepts no liability whatsoever for any loss, damage, injury, accident, delay or any other irregularity howsoever arising. NIT makes every effort to ensure that all the arrangements and services connected with a passengers itinerary will be carried out as specified and/or in the most efficient and effective way possible. However, we do not have direct control over the provision of services by suppliers(hotels/lodges/guest houses/bed and breakfasts, car-rental companies, and, whilst they are in all cases selected with the utmost care, we do not accept liability for error and omissions of such suppliers Please be aware that hotels undergo renovations from time to time. Hotels take all possible steps to limit disruption to their guests. We will not entertain complaints, or requests for refunds, if a hotel in carrying out renovations whilst a guest is resident. If we are specifically advised of renovation work, dates may be provided but it is important to remember that these are subject to change and we are not always notified. We will not, therefore, be held accountable for complaints concerning renovations that extend beyond the date originally specified.

14. CLIENT'S OBLIGATIONS

14.1 Insurance

Insurance against cancellation, illness and for loss of baggage is highly recommended for all passengers travelling with TOURSA, (please ask your travel agent for insurance options). Passengers undertake all activities associated with itinerary at their own risk and are responsible for their own insurance. TOURSA will not be liable if anyone should fail to take adequate insurance cover.

14.2 The onus is upon the client to ensure that passports and visas are valid for the duration of the safari. The Company cannot be held liable for any necessary visas or other travel documents not held by clients. In the event of a client not having the necessary documentation to enter any area or country the Company shall reserve the right to leave the client at the point of entry of such area or country. In such an event, the Company will not be held responsible to the client for further travel arrangements.

15. HEALTH AND PERSONAL SAFETY

15.1 The client shall be reasonably fit to undertake the tour.

15.2 Anti-malaria precautions should be commenced prior to tour departure. A medical doctor should be consulted for advice.

15.3 Tours offered by the Company cover a wide spectrum of the African wilds and neither the Company, its employees or agents can be held responsible for any injury or other related incidents whilst on the tour / safari.

16. BAGGAGE

16.1 Clients are limited to one soft sports type bag per person with a maximum weight of 15 kilograms. This does not include photographic equipment and one overnight personal holder.

16.2 Due to the rugged terrain, the Company cannot be held responsible for damage or loss of any personal items including bags, contents of bags or photographic and related equipment. Due to extremely dusty conditions, please ensure all bags are

dust proof.

17. AIRLINE CLAUSE

17.1 NIT will act as the agent of the client when booking the client with an airline or charter service. The client therefore contracts with the airline or charter service and not with the NIT.

18. FORCE MAJEUR

Unforeseen circumstances including but limited to war, mechanical breakdowns, weather, riots and other unforeseen reasons beyond the control of the company may cause delays or alterations to the tour. The company shall not be held liable in any way for any of these possible occurrences or any consequences, which may arise as a result of these. Relate this to clause 4.2