



## Terms and Conditions

### I. General

1. In these term and conditions the following parties are mentioned:

- a. **The booking agency** (Bushworx, trading as Angling Tours Namibia cc); offering organized guided safaris, self-drives, car rental and/or accommodation to the public, private persons or a group of private persons.
- b. **Travel agreement**; the agreement between the booking agency and the customer for the organization and/or booking of an organized guided safari, self-drive, car rental and/or accommodation
- c. **Customer**; the contract party of the booking agency, or the person participating in the offered trip, or the person who is acting on behalf of the person participating in the trip. Where the booking form is signed by the customer named as Lead Person, such signature shall be deemed to be on behalf of all the participants named on the booking form.

2. The booking agency adheres to the careful duty of a proper business for the conscientious travel preparation, the careful selection and supervision of performances, the correctness of the itineraries and the orderly execution of the duties laid down in the travel agreement.

3. If the booking agency is merely the mediator of someone else's performances, the booking agency will not adhere to the performances as such, but merely for the proper mediation of the performances. The booking agency will not be liable with regard to the information, performance and indication listed in someone else's travel documents, especially not about the quality and time of someone else's performances.

4. The booking agency is obliged to execute the travel agreement in line with the customers' expectations, as long as these expectations are reasonable.

5. If the travel agreement is not in line with the customers' expectations, then the customer is obliged to inform the booking agency and parties involved as soon as possible. The booking agency will try to help and assist the customer as much as possible.

6. Any shortcoming in the execution of the travel agreement should be communicated to the booking agency and parties involved instantly, making it possible for the booking agency and parties involved to come with any solution. Not complying with this might result in the booking agency not being obliged to offer any form of compensation.

7. The booking agency cannot be held liable for any (personal) damage or death of the participating customers, nor for any other damage resulting from these tragic events, unless it has been caused on purpose by the booking agency.

8. The customer should adhere to all instructions given by the booking agency in order to have proper execution of the travel agreement. Customers are liable for any damage resulting from not adhering to these instructions

9. All exempts or exceptions in these conditions concerning the liability of the booking agency also apply for the employees, management and owners of the booking agency, unless the law is not allowing this.

10. All terms, conditions and rates are subject to change without prior notice.



## **II. Reservations**

1. The booking agency will provide the customer with a written quotation for the travel agreement. No verbal quote will be valid unless subsequently confirmed in writing. Quotations are valid for 1 month from original date of quote and subject to availability of flights, accommodation, car rental, excursions and activities.

2. The travel agreement is official and valid as soon as the customer accepts the offer of the booking agency. He does so by signing a booking form and emailing it back to the booking agency. After acceptance of the travel agreement, the customer will receive a written confirmation by means of an invoice.

3. The customer informs the booking agency before or ultimately at the moment of the acceptance of the travel agreement about all personal details of him/herself as well as the participating customers that could be important for the acceptance of the travel agreement or its execution. If the customer fails to do so, and this results in cancellation of one or all-participating customers, then the related costs will be charged to the customer.

4. The customer that accepts an offer, or that accepts an offer on behalf of participating customers, is personally liable for all obligations of the accepted travel agreement.

5. All communication, including payments, between the customer and the booking agency will be solely dealt with by the customer, who accepted the travel agreement.

## **III. Rates**

1. Rates are quoted in Namibian Dollars (N\$) unless otherwise stipulated. Rates for accommodation and/or services in Zambia, Zimbabwe and Botswana will be quoted in US Dollars.

2. Rates are subject to change without prior notice.

3. As special tour operator rates are used for travel agreements, the booking agency is not able at any stage to give a breakdown of the individual component prices which make up the overall cost of the travel arrangement.

4. Until the moment that full payment is received, the booking agency reserves the right to increase the rates caused by changes in transport cost, taxes, levy's, and exchange rates. The booking agency will try to inform the customer about the calculation method of the increase, but is not obliged to do so.

## **IV. Payments**

1. The customer accepts to pay a deposit of 30% of the total amount to confirm the travel agreement.

2. Full payment has to be made no later than 90 days before the start of the travel agreement. If the customer fails to do so, the booking agency will inform the customer in writing, that full payment needs to be made within 7 working days. If the payment is still not received, the booking agency reserves the right to cancel the travel agreement. The booking agency has then the right to keep the deposit as cost of cancellation. No refund will take place.

3. If the travel agreement is accepted within 90 days before the start of the travel agreement, full payment is due upon acceptance.

## **V. Amendments**

1. In cases of unforeseen circumstances beyond our control which causes the tour to be altered, the booking agent reserves the right to adjust the arrangements which best fits into the itinerary, even though confirmation of the tour has already been finalized and payments made.

2. If during a trip, any unexpected circumstances (such as car accidents, delays, etc.), require changes in the planned travel schedule, then the booking agency will try to make corresponding changes in the travel plan if possible.



All cost related to these changes will be charged to the customer.

3. If, after the travel agreement has been signed, the customer requests an alteration in the persons, date or contents of the tour we will do our utmost to try and accommodate such a request although we cannot guarantee that we will be able to do so. Any cost involved in such a matter will be charged to the customer. Postponement of the date of departure or reducing the number of participating travelers is considered as a (partial) cancellation and will be treated as such.

#### VI. Cancellations

1. If a travel agreement is cancelled by the customer in case of a **guided safari**, the following cost of cancellation are applicable:

- Cancellation until the 90<sup>th</sup> day (excluding) before the day of departure: the deposit of 30%;
- Cancellation from the 90<sup>th</sup> day (including) until the 60<sup>th</sup> day (excluding) before the day of departure: 75% of the full amount payable;
- Cancellation from the 60<sup>th</sup> day (including) until the day of departure: full (100%) amount payable.

2. If a travel agreement is cancelled by the customer in case of a **self-drive tour accommodation or car rental**, the following cost of cancellation are applicable:

- Cancellation until the 90<sup>th</sup> day (excluding) before the day of departure: the deposit of 30%;
- Cancellation from the 90<sup>th</sup> day (including) until the 60<sup>th</sup> day (excluding) before the day of departure: 50% of the full amount payable;
- Cancellation from the 60<sup>th</sup> day (including) until the 30<sup>th</sup> day (excluding) before the day of departure: 75% of the full amount payable;
- Cancellation from the 30<sup>th</sup> (including) until the day of departure: full (100%) amount payable.

3. Cancellation must be made in writing, by email, only.

4. The booking agency reserves the right to cancel all agreements due to significant circumstances.

a. If any cancellation is caused by booking agency, than all cost related to the cancellation(s) will be covered by the booking agency.

b. If any cancellation is not specifically caused by booking agency nor by the traveler or the travelers behavior, than all cost related to the cancellation(s) will be covered by both the booking agency and the customer, each for their own share.

#### VII. Customer Responsibility

1. It is entirely the customer's responsibility to ensure that all passports, driver's licenses (in cases where car rental is involved) and visas are current, valid, obtained on time, and will be valid for six months after return to home country and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained.

2. Certain parts of Namibia and its neighboring countries have a high-risk of malaria and other tropical diseases. We strongly recommend that the necessary precautions be taken in this regard and recommend that you check with your medical practitioner before departure.

3. It is imperative that all customers take out adequate insurance cover such as cancellation due to illness, accident or injury personal accident and personal liability, loss of or damage to baggage and sports equipment (Note that is not an exhaustive list). The booking agency will not be responsible or liable if the customer fails to take adequate insurance cover or at all.

4. It is the customers responsibility to comply with the terms and conditions of the supplier of the different elements of the travel agreement together with all laws and regulations in the jurisdictions that you visit.

5. If a customer, after being warned, persists in disturbing other customers or tour procedures, the booking agency can end the travel agreement at any time and the full price is payable.

5. It is the customers responsibility to confirm flights, comply with baggage limitations and ensure that you are in the right place and at the right time for all travel arrangements.



#### **VIII. Car rental**

1. The customer is having a direct agreement with the car rental company concerning the car rental. The booking agency is no party in this and cannot be held liable for any difficulties, problems or damage what so ever.
2. The conditions of the car rental company apply at all times for the car rental. If there are any deviations between the conditions of the booking agency and the conditions of the car rental company, then the conditions of the car rental company apply concerning the car rental.
3. The booking agency and the car rental company reserve the right to substitute the booked vehicle with a similar one.

#### **IX. Accommodation**

1. The customer is having a direct agreement with accommodation concerning the stay at this accommodation. The booking agency has no party in this and cannot be held liable for any difficulties, problems or damage what so ever.
2. The conditions of the accommodation apply at all times. If there are any deviations between the conditions of the booking agency and the conditions of the accommodation, then the conditions of the accommodation apply concerning stay at this accommodation.
3. The booking agency reserves the right to substitute the booked accommodation with a similar one.