TERMS AND CONDITIONS

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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. "Client" shall mean the person(s) who booked a tour with the Company via a travel agent / tour operator, and who will attend / participate in such tour.

1.3.2. "Company" shall mean Assegai Investments t/a Safari Destinations, their agents, representatives of any form, members, associates, affiliates, organisers, subsidiaries, shareholders, directors, agents, employers and employees;

1.3.3. "Subcontractor" shall mean any person, company, natural or juristic person contracted by the Company for any accommodation, activities or associated activities forming part of the proposed, or amended, itinerary.

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, its travel agent / tour operator, in procuring services. The Company utilizes the products of various travel Subcontractors.

2.1.2. The Company does not provide any direct services to the Clients, travel agents / tour operators, as its services are limited to procuring and compiling tour packages for its clients.

2.1.3. The Company does not provide tours, accommodation, flights, or any direct services to any Clients, travel agents / tour operators. All interactions by the Company are with travel agents / tour operators and are limited to the securing and compiling of tour packages.

2.1.4. While the Company makes every effort:

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

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

it does not have direct control over the provision of services by Subcontractors and shall not be liable for inter alia any loss, damage, injury, additional costs, delay or irregularity that may be occasioned by an error or default, act or omission of any Subcontractor in carrying out the logistics of the tour package, or associated activities.

2.1.5. The Company shall not accept liability for:

2.1.5.1. 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.

2.1.5.2. Any cancellation or curtailment of the tour as a result of the Client's personal circumstances, e.g., death or illness.

2.1.5.3. 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 the Company, the fulfilment 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 package 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 cancelation or alteration shall be 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 and releases the Company against any and all liability and/or claims that may arise or accrue to the Client, his/her dependants, heirs, trustees, executors, administrators, third parties and/or assigns.

2.7. Without derogating from the generality of this document, should the Company for any reason whatsoever not be found to be protected by the contents of this document (in whole or in part) and found to be liable to the Client or any of his/her dependants, heirs, trustees, executors, administrators, third parties and/or assigns for any loss or damage allegedly suffered, 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 Credit card fees are applicable and subject to changes imposed by the bank without prior notice. The Company will not be liable for any fees and costs associated with Client's credit card. These will be charged entirely to the client's account.

2.9. The Company will not be responsible for any charges that appear on a Client's credit card not levied/effected 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. PAYMENT TERMS

3.1. A Booking will only be confirmed on receipt of a 20% non-refundable deposit (unless otherwise agreed by the parties in writing). Once a booking is confirmed by the Agent/Tour Operator in writing, by fax, email and/or registered letter, all terms and **conditions** apply and our cancellation policies will be in immediate effect.
Exceptions to the Standard Deposit Requirement:
25%: andBeyond, asDunas, Chilo Gorge Safari Lodge & Camps, Chikunto Safaris, Singita
(50% during festive season) and Wilderness Safaris
30%: Iganyana, Kisawa Sanctuary (50% during festive season) and SKL
50%: Bazaruto Sands, Sussuro, Tuli Wilderness
Full payment is required upon confirmation: All campsites, Time Travel, FastJet, Okavango Air Rescue, Menzies

3.2. An invoice issued by the Company serves as full confirmation of the booking.

3.3. By confirmation of the booking, the travel agent / tour operator confirms and acknowledges that all terms and conditions of the Company have been provided to and/or been explained and accepted by all the Clients on whose behalf the agent makes the booking.

3.4. By confirmation of the booking, the travel agent/tour operator confirms and acknowledges the Clients 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. All Clients will be required to sign indemnities at the various camps/lodges/service providers, and abide by the Operators Code of Conduct in order to ensure their safety.

3.5. Confirmation of the booking by the travel agent / tour operator is furthermore confirmation

that the travel agent / tour operator is in possession of the necessary deposit from the Client, and the travel agent / tour operator will therefore be liable for payment of any and all cancellation fees to the Company, if and when same become due.

3.6. The full amount of the tour is payable not less than 45 days prior to the date when the tour commences.
Exceptions are;
Wilderness: full amount required 56 days prior to travel

3.7. A booking made within 45 days of commencement of the tour is payable in full on confirmation of the booking.

3.8. If a booking is not paid in full as per the above payment terms the Company reserves the right to refuse the Client(s) participation in the tour, and the travel agent / tour operator will be liable for full cancellation fees on behalf of the Client.

3.9. The Company will not provide tickets, coupons, vouchers or booking documentation until proof of the full payment has been received.

3.10. Full payment of the booking is required for Regional International flights at the time of confirmation of the booking e.g., Air Botswana JNB / MUB.

3.11. The Company is not in a position to guarantee any flights prior to receipt of payment

thereof; as seats are often held for a limited period before ticketing is required.

3.12. Flight tickets are considered non-refundable unless otherwise specified in writing.

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 20% of the total booking fee shall be payable to the Company in the event that a booking is cancelled immediately upon confirmation.

Exceptions are;
25%: andBeyond, Chilo Gorge Safari Lodge & Camps, Fothergill Island, Great Plains, Singita (50% during festive season), Wilderness Safaris and Xigera

30%: Azura Benguerra Island (84 days + prior), Camp Mana, Imvelo Safari Lodges and Kaingu Safari Lodge
50%: Azura Benguerra Island (42 – 84 days prior), Classic Zambia (61 – 120 prior), Chikunto Safaris (31 – 90 days prior), Lion Camp (90 days prior), Matetsi (Up to 121 days out in peak season) and Tuli Wilderness

75%: Classic Zambia (60 – 46 days prior), Wilderness Safaris (31 days prior)
100%: Anantara Bazaruto (59 days prior), Kisawa Sanctuary (from 60 days prior during festive season), Matetsi (120 days prior or less in peak season), Lion Camp (60 days prior) and Singita (120 days prior in festive season and 60 days prior rest of the year)

4.2.2. A cancellation fee of 50% 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.

4.2.4. It must be noted that some sub-contractors may have different cancellation fee policies which will apply to their services – the Client should however confirm same with his/her travel agent / tour operator.

4.3. Standard Cancellation fees shall apply in instances of postponed departure dates.

4.4. Date changes will be treated on an individual basis and will attract an administration fee and in some instances cancellation fees depending on the subcontractor's penalty fees. Rates are subject to increase due to annual and seasonality differences

4.5 Cancellations due to force majeure will (in some cases) attract admin fees. There are suppliers who do not waive any penalties even if clients can't travel due to force majeure. penalty fees. Please talk to your consultant for further details regarding your booking.

5. RESERVATIONS

5.1. Bookings will only be accepted by the Company through bona fide Travel Agents/Tour Operators.

5.2. Please be advised that for any quotes, no provisional bookings have been made unless otherwise specified by your Safari Destinations consultant. Costs quoted are subject to change at any time due to inter alia excessive exchange fluctuations, fuel costs, taxes, levies, government regulations, rate of exchange, and factors that are imposed upon us by our suppliers and government that are beyond our control.

5.3. Accommodation is subject to availability at the time of the booking.

5.4. Provisional bookings will be held for a period of 14 days (2 weeks), where after confirmation of the booking and payment of a 20% non-refundable deposit will be required to secure the booking, (unless otherwise agreed between the parties in writing), failing which the booking will automatically be cancelled.

5.5. All quotations exclude international flights and visa costs.

5.6. The travel agents / tour operators are to please advise the Company at the time of requesting a quotation, and of making a booking, of the ages of all children (under the age of 21 and as at the time of travel) that will be participating in the tour, together with their date of birth, as not all lodges accept children, and there may be restrictions or conditions applicable. Some properties will require that children under the age of 21 share with an adult.

5.7. It is recommended that optional additional activities should be requested at the time of requesting a quotation and/or making the booking, specifically in Livingstone or Victoria Falls e.g., sunset cruise, to guarantee availability of such activities.

5.8. All Clients/Agents/Tour Operators should allow a minimum 2 - 3 hours connection time in Johannesburg for international flights. Any unused travel services (accommodation/transfers/flights/ activities) due to flight schedule changes, missed or delayed flights, are non-refundable as per our cancellation fees. All additional services required due to the above, will be for the client's own account. For this reason, we highly recommend Travel Insurance which may assist the client in recovering some of their expenses.

5.9. Where the Company is required to book Scheduled flights, the travel agent / tour operator should advise the Company of the Client's full names and surname, as per their passport, together with the international arrival and departure details at the time of booking, to enable the Company to allow for any connection time. Please ensure that the passenger's full name and surname given to the Company is as reflected in their passport document. Please note that tickets issued in the incorrect name may result in the client being unable to board the flight, additional costs in purchasing a new ticket or making an amendment to an existing ticket.

5.10. On confirmation of a booking, the Company requires the following information with respect to each and every Client:

As the first point of contact on the ground it is essential that we have the clients' personal details on hand in the event of an emergency. By choosing not to complete and submit this information to the Company on behalf of the Client, the Travel Agent/Tour Operator will compromise the Company's response time in the event of an emergency. The personal information will be used for the purpose of the client travel only unless we are required by the law to share the information.

5.10.1. Full Names, Surname and Passport Details;

5.10.2. Nationality;

5.10.3. Arrival Departure Details of all Flights, as well as any International Connecting Flight Times;

5.10.4. Medical/Travel Insurance Details as well as contact numbers of same;

5.10.5. Emergency contact details for the Clients' family;

5.10.6. Emergency contact detail for the travel agent / tour operator making the booking;

5.10.7. Any special Dietary Requirements / Medical Conditions;

5.10.8. Room Preference e.g., Twin / Double;

5.10.9. Special Requests / Special Occasions e.g., Birthday.

5.10.10. Passenger Weights for light aircraft flights.

5.11. The travel agent / tour operator confirms that with confirmation of the booking the Client

has read, understood and accepted the terms and conditions of the Company and its Subcontractors.

6. IMPORTANT BOOKING INFORMATION

6.1. Shared Transfers and Activities

6.1.1. Road, boat, air transfers and activities are quoted on a seat basis (on a shared basis and NOT private) unless otherwise requested or specified. Private charters/transfers can however be requested at an additional cost.

6.1.2. Transfer duration times are to be used as a guideline. They are based on actual travel time. Passengers may have various stops en-route to a destination adding to the duration of the transfer. International flight connections are accounted for in the daily schedules.

6.1.3. On shared transfers all the flight times are arranged a day before travel to avoid endless schedule changes. The transfer or charter company reserves the right to specify departure and arrival times.

6.1.4. Although every effort will be made to ensure that guests are transferred together in vehicle/aircraft, this cannot be guaranteed especially where larger groups/families are confirmed due to the capacity of the vehicle/aircraft.

6.2. Weight and Luggage restrictions

6.2.1. The travel agent / tour operator should advise the Company in the event that a passenger weighs over 100kg at the time of requesting a quotation, as well as at time of confirming the booking, as it may be necessary to cost in an additional seat on internal flights for the passenger's safety and comfort.

6.2.2. Luggage is restricted on flight transfers to 20kg per person, which includes all hand luggage and camera equipment. Please refer to your itinerary notes, as in some instances, and in some countries, such as Zambia and Zimbabwe this limitation is decreased to 15kg per person. Please note that luggage in excess of the above restrictions shall result in additional costs for transport and/or storage and should be arranged in advance. Note that laundry can be done on a daily basis at most camps and lodges.

Only soft bags will be accepted – no hard suitcases or bags with wheels can be transported, as they physically do not fit into the aircraft pod. The maximum dimensions of the soft bags that can be accommodated are as follows: 25cm/10 inches wide x 30cm/11 inches high and 62cm/24 inches long. Please keep in mind that the baggage compartments on the light aircraft are only 25cm high, so the pilots must have the ability to manipulate the bag into the compartment.

Guests arriving in Botswana, who have not adhered to the luggage guidelines as per above, will NOT be able to depart on the scheduled charter. New CAAB (Civil Aviation Authority of Botswana) regulations are very strict with regards to flight plans; departure timing and aircraft load sheets that have to be logged according to a prescribed timeline for each and every scheduled departure.

Guests who arrive with incorrect luggage will be given the option to book a private charter to their destination (at additional costs to be paid directly before departure) AND subject to the availability of aircraft at the time of booking these flights. No refunds on the costs paid for scheduled charters that were missed due to their incorrect luggage and or accommodation not provided due to this delay will be provided. In all cases, additional arrangements for transfers, overnight accommodation in Maun or Kasane and meals are for the guest's own account.

It is no longer worth the risk of trying to arrive with luggage that does not fit the specifications of the inter-camp transfers. Guests will be left behind and will incur substantial additional expenses to proceed on their holiday.
6.2.3 Safari Destinations will offer support to clients for any storage and/or lost luggage but accepts no responsibility and or liability for your baggage/luggage/personal effects held by us on behalf of clients. All such items will be held as a courtesy and at client's own risk.

6.3. Health

6.3.1. The travel agents / tour operators shall ensure that the Client acknowledges and is made aware of the proposed itinerary and confirms that he/she is medically fit, in good physical and mental health and that there is nothing which renders him/her unfit to undertake the tour.

6.3.2. Any Client with a pre-existing medical condition or illness must declare the true nature of such conditions to the Company before the commencement of the tour. The Client is responsible for attending to any medical condition which he/she may have and must consult with his/her physician in respect of all medical conditions which might be affected by his/her participation in the tour, activities or associated activities.

6.3.3. Clients who require prescription medication, are advised to carry it in their personal carry-on luggage and NOT in their checked luggage in case of luggage not arriving with the client. Prescription medication is not readily available in remote areas.

6.3.4. The travel agent / tour operator shall inform the Clients that certain areas included in the tour are malaria-infected areas and that he/she should take reasonable anti-malaria precautions.

6.3.5. Without derogating from the generality of the aforegoing, it is furthermore the Client's responsibility to ensure that they are aware of the vaccination requirements for the countries they are visiting, that all vaccinations and inoculations have been obtained, and that they possess the relevant vaccination certificates.

6.3.6. Any specific Health Conditions such as sleep apnoea, which require the use of electrical devices, should be advised prior to confirmation of a booking, as an alternate plan would need to be made for camps/lodges that do not have 24hour electricity supply.

6.4. Insurance

6.4.1. Travel, cancellation and health insurance are highly recommended for all Clients.
6.4.2. All insurance arrangements and fees are the sole responsibility of the Client and each Client shall arrange his/her own insurance with a reputable insurer, with protection for the full duration of the tour, and which insurance will cover inter alia personal injury, medical expenses, death, loss of support, disability, loss of luggage, damages and expenses associated with the cancelation or curtailment of any tour before the commencement of this tour, which may arise as a result of the Client participating in the tour.

6.4.3. In the event that the Client falls ill or should be injured during the tour, the Client shall be responsible for all hospital, doctor, medical and repatriation costs and the Company shall not be liable for any refund of the tour fee for any reason whatsoever.

6.5. Visas/Passports/Travel Documents

The Client is solely responsible to ensure that his/her passports, visas, insurance cover and vaccination certificates,

(and any other travel documents and/or requirements of any nature whatsoever) are valid for the duration of the tour and in the countries to be visited. Immigration requirements require passports to be valid 6 months after the intended date of departure from your holiday destination, and there need to be at least 2 full blank visa pages in the passport.

Our recommendation for travel throughout southern Africa is as follows:

"Visitors to Africa must have a passport that is valid for at least 6 months beyond your intended departure date, together with onward travel documents, proof of accommodation and sufficient funds for the duration of your stay. Please also ensure that you have sufficient blank visa pages (not endorsement pages) in your passport, with at least 2 consecutive/side by side blank pages. Our recommendation is 3 pages (or even 4 if you are travelling through more than one country on your journey). If there is insufficient space in the passport then entry into a country could be denied."

7. GENERAL TERMS

7.1. 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.

7.2. 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.

7.3. 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.

7.4. All Clients 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.

7.5. 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 or 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.

7.6. Neither party may transfer or assign its respective rights and obligations under this Agreement without the other Party's written consent.

7.7. 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.

7.8. 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.

7.8.1. All matters arising from or in connection with these terms and conditions and any contract concluded by the Client, travel agent / tour operator the Company, its validity, existence and termination shall be determined in accordance with the laws of the Republic of Botswana.

7.8.2. Should any dispute of any nature whatsoever arise from or in connection with these terms and conditions and any contract concluded by the Client, travel agent / tour operator with the Company, then at the election of any party, such dispute shall be finally resolved in accordance with the Rules for the Conduct of Arbitrations published by the Botswana Institute of Arbitrators ("BIARB") from time to time, by an arbitrator or arbitrators appointed by BIARB. The Client, its travel agent / tour operator, by his/her/its signature hereto expressly consents to an arbitration in terms of the aforesaid rules being conducted as a matter of urgency and irrevocably authorizes the Company to apply, on behalf of all parties to such dispute, in writing, to the secretariat of BIARB for any such arbitration to be conducted on an urgent basis.

7.8.3. The Parties agree that the decision of the Arbitration will be final and binding.

7.8.4. 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 liquidation claim.

7.8.5. Any arbitration in terms of this paragraph shall be conducted in camera and the parties shall treat as confidential and not disclose to any third-party details of the dispute submitted to arbitration, the conduct of the arbitration proceedings or the outcome of the arbitration, without the written consent of the other party. The provisions of this subparagraph will continue to be binding on the parties notwithstanding any termination or cancellation of any contract concluded by the Client, travel agent / tour operator with the Company.

These terms and conditions are effective immediately on confirmation of a booking and shall continue to be in full force until written variation and/or termination is confirmed by the Company.

BANKING DETAILS

8.1 SD's banking details will remain unchanged. In the event of any change in our banking details, we will notify you through our official, authorized mailshot channel and **never** via a link or email. Therefore, we will not be responsible for any payments made to incorrect or fraudulent accounts.

8.2 If you receive any communication suggesting a change in our banking details, please treat it with extreme caution and verify by contacting us through our emergency line at +267 72806150.

8.3 For general account inquiries or if you wish to make payments via credit or debit card, please reach out to our Accounts Department at debtor@safaridestinations.net

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