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Exclusive Africa
Tours & Safaris
Your Exclusive African Experience"

BOOKING TERMS AND CONDITIONS

EXCULSIVE AFRICA TOURS & SAFARIS:

IMPORTANT NOTES WHEN CONFIRMING A TOUR OR ACCEPTING AN OFFER:

All quotations issued by Exclusive Africa Tours & Safaris are subject to the availability of accommodation and third-party services at the time of booking. While every effort will be made to maintain the services and pricing as outlined in the quotation, we reserve the right to adjust rates and inclusions should circumstances beyond our control require it. Such circumstances may include changes in accommodation rates, fuel costs, VAT or other government-imposed taxes or levies. All bookings, confirmations, and cancellations are subject to our standard Terms and Conditions.

To secure any reservation, written confirmation is required. In accordance with company policy, full payment must be received no later than 45 (forty-five) days prior to the scheduled departure date.

Group bookings and incentive travel are governed by separate terms and conditions, which will be communicated at the proposal stage, as these differ from private tour arrangements.

For all bookings made within 30 (thirty) days of departure, immediate full pre-payment is required upon confirmation. No services will be guaranteed without receipt of full payment as stipulated.

Please Note:
All rates remain subject to exchange rate fluctuations until final payment has been received.
It is the sole responsibility of the client to ensure that all required visas, travel documents, and health certificates (including vaccinations, if applicable) are valid and in order prior to departure.

Mandatory Travel Insurance
It is mandatory for all clients to obtain comprehensive travel insurance that provides adequate cover for cancellation, curtailment, medical emergencies, personal liability, loss or damage to luggage, and other relevant travel risks.

Exclusive Africa Tours & Safaris shall strictly enforce its Terms and Conditions in all cases, including where no valid insurance is in place.

Non-Attendance and Non-Utilisation of Services
No refund shall be issued if a client fails to undertake the tour, in part or in full, for any reason, without having provided a written cancellation notice to Exclusive Africa Tours & Safaris prior to the scheduled departure date.

In addition, the Operator shall not be held liable to refund, compensate, or reimburse any portion of the tour price in the event that certain services or inclusions cannot be utilised during the tour. This applies regardless of the reason and includes, but is not limited to:

Accommodation – Meals - Scheduled activities - Game drives – Transfers - Park fees - Guided excursions

Clients acknowledge and accept that unused or interrupted services form part of the agreed itinerary and are therefore non-refundable, even if omitted due to personal circumstances, weather conditions, operational issues, or other unforeseen events.

A 50% (PARTLY REFUNDABLE) BOOKING DEPOSIT IS REQUIRED ON CONFIRMATION (Please refer to Point 5 below)

General Conditions Applicable to All Tours

The following terms apply to every tour and service arranged by Exclusive Africa Tours & Safaris Close Corporation (hereafter referred to as “the Operator”). Reference to "the client" refers to any individual or group booking services with the Operator.

1. **Scope of Services**

All transport, accommodation, meals, park entry fees, activities, and other services included in a tour package (hereafter referred to as "the package") are strictly limited to those explicitly stated in the official itinerary or brochure issued by the Operator. No services, facilities, or inclusions shall be deemed part of the package unless specifically itemized in writing.

The Operator acts as an independent intermediary between the client and various third-party service providers (including but not limited to transport operators, accommodation establishments, and activity suppliers). These third parties contract directly with the Operator as independent contractors.

Accordingly, while the Operator takes reasonable care in selecting reputable service providers, it does not exercise day-to-day control over their operations. The Operator shall not be held liable for:

Injury, loss, damage, accident, delay, irregularity, or inconvenience
Any act or omission by a service provider or its employees
Any failure, fault, or defect in equipment, vehicles, accommodation, or facilities provided by such third parties
All claims arising from third-party services must be directed to the respective supplier.

2. **Deposits and Final Payment**

To secure any reservation, the client must pay a deposit as requested by the Operator. This deposit serves to confirm services on behalf of the client and is used to secure bookings with third-party suppliers.
The full tour price is due no later than 45 (forty-five) days prior to the commencement of services, unless otherwise specified in your quotation, invoice, or written correspondence.
Payment must be made in the currency specified in the quotation or invoice.
Upon written request by the client in the event of a cancellation, the Operator will provide information about any possible refund, subject to the cancellation terms and the non-refundable amounts already paid to suppliers.

3. **Cancellation and Applicable Fees**

In the event of cancellation, the following standard cancellation fees shall apply, unless otherwise agreed in writing or stated in your individual proposal: (This leads into Point 5 which we will revise next.)

ADVANCE BOOKING PAYMENTS: Should a Tour be fully confirmed once the Deposit is paid and the services are cancelled earlier than the stated cancellation periods below, we are entitled to withhold a 20% Service Charge and or any suppliers have defined non-refundable deposits paid. Refunds paid are calculated considering local bank charges for foreign transfer and will thus not reflect the total deposit paid.

As per the Company booking Terms and Conditions, the following cancellation fees apply:
Cancellation of a confirmed booking falling within the 60 days prior to the arrival date of your tour entails the loss of the full deposit.

More than 8 weeks prior to departure	- 50% of the total Tour Price (loss of Deposit paid*)
Up to 8 weeks prior to departure	- 75% of the Total Tour Price
Less than 2 weeks prior dept.	-100% of the Total Tour Price

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.

*These cancellation conditions apply to both FIT and GROUP bookings and no effort will be spared to minimize these charges wherever possible

ALL CANCELLATIONS TERMS DEPEND ON THE INDIVIDUAL SERVICE PROVIDERS’ CANCELLATION TERMS AND CONDITIONS.

ALL NWR (NAMIBIA WILDLIFE RESORTS) RESERVATIONS MUST BE PAID IN FULL ON CONFIRMATION OF THE BOOKING.

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.

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, additional services like Charter flights, activities, transfers etc. made by the operator are subject to the Booking Conditions and Cancellation Provisions/Terms of the SUPPLIER of the services, transport and accommodation etc. These Cancellation Conditions apply to both FIT and GROUP bookings and no effort will be spared to minimize these charges wherever possible.**
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 wilful negligence or a wilful 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 proven negligence. This includes any Force majeure (Force majeure is when an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, epidemic or an event described by the legal term act of God, prevents one or both parties from fulfilling their obligations under the contract) Under international law, it refers to an irresistible force or unforeseen event beyond the control of a state making it materially impossible to fulfill an international obligation and is related to the concept of a state of emergency. If sickness or accident interrupts a tour, the operator shall not be liable for any cost or expense arising there from; The operator shall not be liable for any refund, either total or partial, of passage money paid. The operator highly recommends and notes that is essential for the client to take out the necessary insurances 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 endeavour 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 and clients are obliged to adhere to the Terms and Conditions of the Namibia Tourism Board.