



## **Terms and Conditions Explore Africa Travel (Pty) Ltd**

### **I. General**

1. In the context of these conditions the following parties are mentioned:
  - a. Booking agency; the company or the person that is working in the name of the company, which offers organized trips, 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 of the organization, reservation and/or booking of an organized trip, car rental and/or accommodation for a period of at least 24 hours including at least two of the following services:
    1. Transport;
    2. Accommodation;
    3. Any other item not related to transport or accommodation that is a significant part of the trip.
  - c. Main booker:
    1. the contract party of the booking agency, or
    2. the person participating in the offered trip, or
    3. the person who is acting on behalf of the person participating in the trip.
  - d. Agent; the company that is acting as an intermediate between the traveler and the booking agency with respect to the travel agreement.
  - e. Working days; the days Monday till Friday, excluding official holidays.
  - f. Office hours; the days Monday till Friday from 09.00 - 17.00.
2. These conditions apply for all travel agreements between any of the parties as per above. The booking agency can make these conditions applicable for other publications as well, if clearly mentioned in the concerned publication.
3. If the number of days is mentioned in the (published) travel agreement, then the day of arrival and the day of departure are counted as whole days. This could mean that the exact number of days of the actual stay is less than the number mentioned in the (published) travel agreement.
4. The travel agreement is official, valid and binding as soon as the main booker accepts the offer of the booking agency. The acceptance can be made directly or by means of an agent (intermediate). After acceptance of the travel agreement, the main booker will receive the written confirmation electronically, just as confirmation or in terms of an invoice.
5.
  - a. The main booker has to inform 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 travelers that could be important for the acceptance of the travel agreement or its execution.
  - b. If the person who is accepting the offer, or who is accepting the offer on behalf of another, fails to do so, and this results in cancellation of one or all participating travelers, the related costs will be charged to the main booker and he/she is personally liable for all obligations of the accepted travel agreement.
  - c. All communication, including payment procedures, with the booking agency will be solely dealt with by the traveler or main booker who accepted the travel agreement.
6. The main booker accepts, that at the moment the travel agreement is in force, a deposit of 25% of the total amount payable has become due immediately.
7. If the main booker's deposit or payments are not received on time by the booking agency, an interest rate of 15% on the amount payable will be calculated, plus any possible (legal) costs.
8. Full payment of the balance becomes due at least six weeks before the day of departure. If the full payment is not done, then the main booker has failed to meet the conditions of the contract. The booking agency will inform the main booker in writing of a final chance to fulfill the obligations by paying the full amount within seven working days. If the payment is still not received by the booking agency, the travel agreement is considered cancelled by the main booker. The booking agency has the right to keep the deposit as cost of cancellation. No refund will take place.
9. If the travel agreement is accepted within six weeks before the day of departure, full payment is due immediately.



10. All rates include VAT, local taxes, car rental including maintenance, unlimited mileage, airport transfers (limited to Windhoek), standard car insurance and accommodation in chalets, hotels and lodges or on campsites as mentioned in the chosen route; unless otherwise and explicitly indicated as EXCLUDING.
11. The published rates are per person, unless specified otherwise. Included in these rates are all services as described in the publication.
12. The published rates are based on price levels, exchange rates, levies, taxes, etc. as known by the booking agency at the moment of publishing and are not to be published to third parties or valid for future bookings.
13. Until the moment the full payment is received by the booking agency, the booking agency reserves the right to increase the rates caused by changes in transport costs, taxes, levies and exchange rates. The booking agency will always strive to inform the main booker about the calculation method of the increase but is not obliged to do so.
14. If a travel agreement is cancelled by the main booker, additionally to any direct costs of reservation (e.g. prepayments to lodges/hotels/car hires etc.), the following cancellation fees apply:
  - a. Cancellation until the 42nd day (excluding) before the day of departure: the deposit of 25%;
  - b. Cancellation from the 42nd day (including) until the 28th day (excluding) before the day of departure: 35% of the full amount payable;
  - c. Cancellation from the 28th day (including) until the 21st day (excluding) before the day of departure: 40% of the full amount payable;
  - d. cancellation from the 21st day (including) until the 14th day (excluding) before the day of departure: 50% of the full amount payable;
  - e. cancellation from the 14th day (including) until the 7th day (excluding) before the day of departure: 75% of the full amount payable;
  - f. cancellation from the 7th day (including) until the day of departure: full (100%) amount payable.
15.
  - a. Cancellation of the travel agreement by one of the participating travelers is considered a cancellation of all agreements, resulting in cancellation fees for all travelers as outlined in point 14.
  - b. If the other participating travelers are willing to continue with the agreement, and the reduced number of participating travelers is possible according to the travel proposal, then the travel agreements are still considered as valid. Point 15c is then applicable.
  - c. The travelers mentioned in point b will be liable to pay the rates as mentioned for the (reduced) number of participants.
16. Cancellations submitted outside official office hours are considered to be submitted on the first next working day.
17. The booking agency reserves the right to cancel all agreements due to significant and unforeseen circumstances without specifying any reason. The cancellation must be submitted in writing and within a reasonable term. If this should be the case, the traveler will be refunded with the amount he / she already paid to the booking agency. The travel agency will not be responsible for expenses made outside the travel agreement e.g. for flights. Cancellation policies apply.
18.
  - a. If the main booker or a traveler causes any cancellation in an accommodation due to the traveler's behavior upon arrival, then all costs related to the cancellation(s) will be charged to the traveler.
  - b. If any cancellation of an accommodation is caused by the booking agency, then all cost related to the cancellation(s) will be covered by the booking agency.
19. The travelers should adhere to all instructions given by the booking agency in order to have proper execution of the travel agreement. The main booker is liable for any damage resulting from not adhering to these instructions.
20.
  - a. The traveler who is not adhering to the rules of the booking agency or is causing trouble of any kind, and therefore causing difficulties in the execution of the travel agreement, can be suspended from the trip, or the booking agency can decide to cancel the travel agreement completely
  - b. All costs related to the difficulties or cancellations will be charged to the main booker.
21. The main booker is obliged to avoid and reduce any possible damage as much as possible.
22. 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 where possible. But the booking agency is not obliged to do so, and all costs related to these changes will be charged to the main booker.



23. Any mistakes made, in publications, communications, price calculations or else, are not binding to the booking agency and may be corrected. The kind of mistakes referred to here – from the perspective of an average traveler – should be easily recognizable by the traveler.
24. a. After acceptance of the agreement, the main booker can request for an adjustment of the agreement. Until six weeks before the date of departure these changes will be incorporated as much as possible and confirmed by the booking agency in writing.  
 b. The booking agency can charge the main booker an admin fee plus the accommodation / camping site cancellation fee per change as cost of adjustment, when adjustments are made within 6 weeks upon arrival or upon arrival.  
 c. Postponement of the date of departure or reducing the number of participating travelers after 6 weeks upon arrival is considered as a (partial) cancellation, as most accommodation have 6 weeks cancellation policy. Cancellation fees will apply.
25. Before the execution of the travel agreement, the main booker is allowed to replace a participant traveler by another person. For this, the following conditions apply:  
 a. the person replacing accepts all agreed conditions and agreements; and  
 b. the request for replacement should be submitted at least 7 working days before departure; and  
 c. the conditions of other parties involved (hotels, accommodations, etc) do not reject such a replacement;  
 d. The main booker, the traveler to be replaced and the traveler who is going to replace, are liable for the full payment of the (rest of) the total amount payable, including possible costs of adjustment, communication costs and other possible costs related to the replacement.
26. The booking agency is obliged to execute the agreement in line with the main booker's expectations, as long as these expectations are reasonable.
27. If the trip is not in line with the main booker's expectations upon arrival, then he/she is obliged to inform the booking agency and parties involved immediately, making it possible for the booking agency and parties involved to come up with a suitable solution. The booking agency will try to help and assist the traveler wherever they can.
28. The booking agency accepts no responsibility for wrong information in photos, brochures, advertisements, websites or what so ever published by third parties, nor for any products or services offered by party vendors (hotels, airlines, etc.). The booking agency will in no way be held responsible for any negligence, inconvenience, delay, loss, or injury caused by such vendors.
29. The traveler should be in the possession of a valid traveler's document, such as a valid passport, visa if applicable, medical passports, and a valid driver's license. If the traveler fails to do so and will therefore not be able to participate in (a part of) the trip, all costs related to this matter will be charged to the traveler.  
 a. Children under the age of 18 should in addition to the children's passports, carry their full birth certificates.  
 b. Adults travelling with children that are not their biological children are advised to provide an affidavit from the child's biological parents or legal guardians that the child is travelling with consent of the biological parents and legal guardians internationally; and have contact details of the biological parents or legal guardian of the child.  
 c. If a child is travelling with only one parent, the other parent (registered as a parent of the child on the birth certificate) must provide consent for the child to travel with the other parent.  
 d. Where applicable, provide a copy of a death certificate of the other parent registered as a parent of the child on the birth certificate.  
 e. Any unaccompanied minor shall produce proof of consent from one of or both his or her parents or legal guardian, as the case may be, in the form of a letter from the person who is to receive the child; containing his or her residential address and contact details where the child will be residing; a copy of the identity document or valid passport and visa or permanent residence permit of the person who is to receive the child; and the contact details of the parents or legal guardian of the child.
30. The main booker is fully responsible for arranging or not, a comprehensive travel (cancellation) insurance and a medical travel insurance.
31. a. In case any official conditions apply by law, causing a reduced liability to any service provider, then this reduced liability also applies to the booking agency.



- b. The booking agency is also not liable for any costs that are covered or could be covered by any insurance such as cancellation or travelers (medical) insurance.
32. The booking agency cannot be held liable for any (personal) damage or death of the participating travelers, nor for any other damage resulting from these tragic events.
33. All exemptions 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 lawfully not permitted.

## **II. Car Rental**

1. The main booker will enter 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 terms and 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 specifically.
3. The booking agency and the car rental company reserve the right to substitute the booked vehicle with a similar one or an upgrade.
4. All vehicles are hired subject to a standard Rental Agreement (RA) to be signed at the office of the car rental company.
5. The minimum rental period is 6 days. Daily rates are calculated on a 24-hour basis from time of pick-up to time of drop-off.
6. Extensions of the rental period must be arranged with the booking agency no later than 2 days (48 hours) prior to the agreed date of termination. This extension cannot be guaranteed, as it depends on the availability of the vehicle.
7. The car insurance policy is reserved for the rental company, in which the vehicle was booked by the travel agency.
8. Long term and one-way rentals (e.g. pick up in Windhoek and return in Maun) are available on request
9. A valid and unendorsed driver's license must be produced by the main booker / driver. Valid driver's licenses are: an international driver's license, a European driver's license, any national driver's license in English. An official certified translation in English must accompany a national driver's licenses if it should be in another language than English.
10. Minimum permitted age of the driver(s) is 25 years.
11. Additional permitted drivers are charged a daily fee.
12. No vehicle may be taken outside Namibia without prior approval and a cross-border permit.

## **III. Accommodation**

1. The main booker has a direct agreement with the accommodations concerning their stay at the specific 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.



#### **IV. Personal Data**

1. The booking agency collects some personal data of travelers but limits this data to only what is necessary to facilitate the (published) travel agreement and its related requirements safety measures, emergency contacts etc.
2. The booking agency assures the client that his/her data is kept safe and confidential at all times and will not be shared freely with third parties, without the traveler's explicit consent.
3. The booking agency makes use of a review system and platform Trustpilot solely for the purpose of collecting reviews about the booking agency and the traveler's experience after the travel agreement is completed. For this purpose, the booking agency submits the travelers' first names, e-mail address(es) and booking reference to the Trustpilot Platform in order to collect the reviews. In the case, where a traveler, does NOT agree that his/her above details are to be shared with Trustpilot, the traveler agrees to notify the booking agency thereof and with all concerned details in writing. For more information on the Data Protection Policy of Trustpilot please see [Trustpilot End User Privacy Terms](#).