



**MARCEL HOLDINGS T/A SAFARI SPECIALISTS
STANDARD TOUR TERMS AND CONDITIONS**

1. PRELIMINARY & INTERPRETATION

- 1.1. In this document, the following terms shall have the meanings assigned to them hereunder and cognate expressions shall bear corresponding meanings, namely:
- 1.1.1. **"Agent"** shall mean a Client's agent or representative, including (without limitation) any tour operator, travel agent, booking company or other person or entity that acts as the Client's agent or representative in booking or arranging a Tour with the Company;
- 1.1.2. **"Client(s)"** shall mean any person making use of the Company's Services and/or who books a Tour through or with the assistance of the Company, whether directly or by way of an Agent, and further including any persons who participate in a Tour arranged by or through the Company;
- 1.1.3. **"Company"** shall mean Marcel Holdings trading as Safari Specialists, their agents, representatives of any form, members, associates, affiliates, organisers, subsidiaries, shareholders, directors, employers and employees;
- 1.1.4. **"Company Services"** means the services provided by the Company in connection with the Tours, including but not limited to drawing up itineraries, making recommendations, obtaining, processing and retaining client records, obtaining and giving quotations, securing provisional and/or final bookings for Tours, arranging Tours, taking or facilitating account payments and the taking of deposits, making emergency arrangements, attending to cancellations, arranging or procuring insurance cover, amending reservation details;
- 1.1.5. **"Person"** shall mean and include natural and juristic persons, partnerships, trustees of trust (jointly), associations, institutions, organisations, governmental entities, authorities and state institutions, departments and ministries;
- 1.1.6. **"Supplier"** shall mean any subcontractor, service provider or other person with whom the Company makes arrangements to provide goods or services to Clients in relation to Tours;
- 1.1.7. **"Taxes"** means any and all sales, use, and value added taxes and further including any other taxes, levies, duties or other charges of any nature whatsoever and whensoever imposed, in connection with the Tours;
- 1.1.8. **"Tour"** shall mean a package of tourism products and services including, without limitation, accommodation, meals, entertainment, travel, recreational and leisure activities and associated goods and services provided by Suppliers arranged by or through the Company, as set out in itinerary and other documents furnished by the Company.
- 1.2. 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.
- 1.3. The use of the word "including", "specifically" or "particularly" shall not be construed as limiting the meaning of the words preceding them to the one or more words or examples following them, 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).
- 1.4. Where a Client is represented by an Agent or another person, such Agent or other person shall be jointly responsible and liable to comply with the Client's obligations as set out in this Agreement.
- 1.5. Where a conflict exists with regard to the provisions of this document and any other agreement or document, the provisions of this document shall prevail.

2. QUOTATIONS

- 2.1. No quotation shall be valid or in force unless reduced to writing by the Company in an official quotation form.
- 2.2. The amounts reflected on the Company's quotations are subject to change at any time due to exchange rate fluctuations, fuel costs, Taxes, government regulations, and increased or additional costs that are imposed upon the Company by the Suppliers and other persons beyond the Company's control.
- 2.3. Quotations for accommodation are subject to availability at the time of the booking.
- 2.4. All quotations exclude international flights, airport charges, Taxes, visa costs and other charges not specified in the quotation, unless otherwise confirmed in writing by the Company.
- 2.5. Road, boat, air and rail transfers and activities are quoted on a seat basis (per person sharing) unless otherwise requested or specified in writing. The transfer or charter company has the right to specify departure and arrival times. Private charters/transfers can however be requested at an additional cost. Shared transfers are arranged a day before travel to avoid endless departure and arrival times.
- 2.6. Flight and other travel duration times (as listed in the itinerary) are to be used as a guideline only, and may be influenced by variable and/or unforeseen factors;
- 2.7. The aircraft used for inter-camp transfers vary in size from 3, 5, 7 and 12 seater aircraft. The most common makes of aircraft utilized are the Cessna C182, C206, C210, C207, Cessna Grand Caravan, Britten Norman Islander and the Gippsland Airvan. Aircraft may be pressurised or unpressurised and may not be fitted with sound-proofing, air-conditioning, or other amenities.
- 2.8. Vehicle transfers between camps are generally in open safari vehicles. These drives are normally through wildlife areas and are usually taken at a comfortable pace, stopping for refreshments and game viewing as you travel.
- 2.9. There is often no, or only limited, electricity supply in the bush camps. Cell phone coverage is unavailable or limited at most camps and lodges.
- 2.10. The Client (or Agent on behalf of Client) must notify the Company in writing in the event that a Client 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. Additional costs or charges arising in connection with the failure to notify the Company as aforesaid shall be for the account of the Client.
- 2.11. Luggage is restricted on flight transfers to 20kg per person (recommended 15 kg main and 5kg hand luggage), 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. Only soft bags will be accepted and no hard suitcases or bags with wheels can be transported, as they physically cannot fit into the aircraft. The maximum dimensions of the soft bags are 25cm/10 inches wide x 30cm/11inches high and 62cm/24 inches long. 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.



- 2.12. The Client (or Agent on behalf of Client) must 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 in respect thereof. Should the tour dates change during the booking process, the applicability of the child rates may change as the children's age changes.

- 2.13. It is recommended that optional and/or additional activities should be requested at the time of requesting a quotation and making the booking, specifically in Livingstone or Victoria Falls (e.g. sunset cruise) to guarantee availability of such activities.
- 2.14. Clients (or Agent on behalf of Client) must allow a minimum of 2 - 3 hours connection time from/to Johannesburg for international and regional flights.
- 2.15. The lodge/camp where the Client will be staying will be advised of the Client's departure time the day before travel, and the Supplier will ensure that the Client is at the airstrip on time. Although every effort will be made to ensure that guests are transferred together in one vehicle/aircraft, this cannot be guaranteed, especially with larger groups.

3. BOOKING PROCEDURES

- 3.1. Bookings will only be accepted by the Company directly from *bona fide* Clients or from approved Agents.
- 3.2. If the Client or Agent is satisfied with the quotation and proposed itinerary provided by the Company, the Client or Agent must fill in and sign a Client Information Form for each Client and return same to the Company. By completing and signing the Client Information Form the Client (or the Agent on behalf of the Client (as the case may be) confirms that he/she has read, understood and accepted the terms and conditions of the Company (as set out herein) and those of the Suppliers. The Agent warrants and represents, by the act of making a booking on behalf of a Client, that each Client has read, understood and undertaken to be bound by these terms and conditions, and those of the Suppliers.
- 3.3. When completing the Client Information Form the Client (or Agent on behalf of Client) are to ensure that each Client's full names and surname are as reflected in the Client's passport document. Please note that tickets issued in the incorrect name will result in additional admin charges and penalties imposed by the airline in order to have the ticket changed. It is imperative that the Client Information Form reflects the correct information, and the Client and Agent should immediately inform the Company in writing of any changes thereto.
- 3.4. On receipt of the Client Information Form, the Company will issue and provide the Client or Agent with an invoice for the full Tour price ("the Tour price") subject however to any adjustments or additional charges that may become applicable.
- 3.5. It is the Client and Agent's responsibility to ensure that the booking details are correct and that they are aware of all inclusions and exclusions forming part of the Tour.
- 3.6. Provisional bookings will then only be held for a period of up to 14 days (2 weeks), varying with individual suppliers, thereafter payment of a 25% non-refundable deposit of the total Tour price will be required to secure the booking (unless otherwise agreed between the parties in writing), failing which the booking will automatically lapse.
- 3.7. Unless otherwise agreed in writing a booking will only be regarded as being confirmed once the Company has received a non-refundable deposit of 25% of the total Tour price, and the Company confirms the booking in writing.

4. PAYMENT TERMS

- 4.1. Unless otherwise agreed in writing by the Company:
 - 4.1.1. The full Tour price is payable not less than 60 days prior to the date of commencement of the Tour.
 - 4.1.2. A booking made within 60 days of commencement of the Tour is payable in full on receipt of an invoice from the Company.
 - 4.1.3. In the event that the Company is required to arrange Regional/International flights on behalf of the Client(s) (e.g. Air Botswana, Airlink, Pro Flight), full payment of the Tour price is required on receipt of an invoice from the Company. The Company does not guarantee any flights prior to receipt of payment thereof, as seats are often held for a limited period before ticketing is required. Flight ticket payments are subject to

each airline's policy for each fare level and are considered non-refundable unless otherwise specified in writing.

- 4.2. In the event that a booking is not paid in full as per 4.1.1, 4.1.2 or 4.1.3 above, the Company reserves its right to refuse the Client(s) participation in the Tour, and the Client will be held liable for full cancellation fees as more fully described in 6.2 below.
- 4.3. The Company will not provide tickets, coupons, vouchers or booking documentation to the Client or Agent until proof of payment of the full Tour price into the Company's bank account has been received.
- 4.4. The currency of Botswana is the Pula (BWP). However, there are no exchange controls in Botswana and US dollars will readily be accepted in the camps and lodges. Visa and MasterCard are also accepted in most lodges, hotels and camps.

5. BANKING DETAILS

- 5.1. The Company's banking details are in USD as follows, unless otherwise stipulated on the invoice (a Botswana Pula Account and ZAR account are also available for local currency payments) and statements once transactions commence.

Account Name : Marcel Holdings (Pty) Ltd t/a Safari Specialists
U\$D Account Number : 62684596847
Bank : First National Bank of Botswana Limited
Branch : International Trade Division, Gaborone
Branch Address : Plot 8844, Khama Crescent, Gaborone
Branch Number : 28-46-67
Swift Code : FIRNBWGX

- 5.2. Please pay careful attention to the banking information and requirements as payment of the Tour price will remain the Client's responsibility and will be deemed to remain unpaid unless and until payment is received in cleared funds into the appropriate bank account of the Company.
- 5.3. The Client (and the Agent, as the case may be) should ensure that all bank charges incurred are included in his/her/its payment to the Company. Any shortfall in the amount received will be considered as being outstanding. Copies of all bank transfers, which should include the Company's invoice number as a reference, are required upon payment and must be emailed to your consultant at the time of payment.

6. CANCELLATIONS

- 6.1. All cancellations by the Client (or Agent on behalf of Client) must be made in writing and will only be deemed effective upon acknowledgment of receipt thereof by the Company.
- 6.2. All cancellations will be subject to the following cancellation fees:
 - 6.2.1. A cancellation fee of 25% of the total Tour price shall be payable to the Company in the event that a booking is cancelled 91 days and more prior to the commencement of the Tour.
 - 6.2.2. A cancellation fee of 55% of the total Tour price shall be payable to the Company in the event that a booking is cancelled 45 - 90 days prior to commencement of the Tour.
 - 6.2.3. A cancellation fee of 100% of the total Tour price shall be payable to the Company in the event that a booking is cancelled 44 days or less prior to the commencement of the Tour.
- 6.3. Should a Client fail to arrive, the Company will be entitled to treat the booking as cancelled and 100% of the Tour price as a cancellation fee will apply.
- 6.4. The cancellation fees stipulated in 6.2 are in addition to any Supplier's cancellation fees that may apply.
- 6.5. Standard cancellation fees shall apply in instances of postponed departure dates.
- 6.6. The Company may in its discretion and without liability or cost to the Client, at any time cancel or terminate any Client's booking in the event that the Client:

- 6.6.1. has or is reasonably suspected of having a contagious illness or disease; or
 - 6.6.2. conducts himself/herself in an illegal or improper manner; or
 - 6.6.3. conducts himself/herself in a manner that renders him/her materially incompatible with either the staff, or the fellow guests on the Tour, and/or the Suppliers.
 - 6.6.4. Conducts himself/herself in such a way that he/she endangers the health, safety or security of himself/herself and/or any other person or places any property at risk of loss, damage or destruction.
- 6.7. In the event that the Company terminates a Client's booking in terms of 6.6 above, the Client whose booking is so terminated will not be entitled to any refund of the Tour price.

7. INSURANCE

- 7.1. Travel, cancellation and health/medical insurance are mandatory for all Clients, and is a material condition of travel.
- 7.2. All insurance arrangements and fees are the sole responsibility of the Client (or Agent on behalf of Client) and each Client shall arrange his/her own insurance with a reputable insurer before commencement of the Tour, with protection for the full duration of the Tour, and which insurance will cover *inter alia* emergency evacuation expenses, all medical and hospitalisation expenses, including emergency assistance, accidental death and disability, repatriation expenses, personal injury, loss of support, loss of luggage, goods, money and personal effects, theft, damages and expenses associated with the cancellation or curtailment of any Tour, which may arise as a result of the Client participating in the Tour. The Client hereby cedes to the Company so much of the proceeds of any insurance policy held for the benefit of the Client, to the extent that the Company has paid or is liable to pay any amount of any nature whatsoever to or on behalf of the Client in connection with any mishap, incident or emergency on the Tour.
- 7.3. The Company reserves the right to cancel any Client's booking, either prior or during the Tour, and without liability or costs to itself, if it discovers that the Client does not possess the necessary insurance cover referred to in 7.2 above, in which event the normal cancellation fees in clause 6.2 above shall apply.
- 7.4. In the event that the Client falls ill or should be injured or suffer any mishap, medical emergency or medical condition during the Tour, the Client shall be responsible for all hospital, doctor, medical, evacuation and repatriation costs not covered by his/her insurance cover and the Company shall not be liable for any refund of the Tour fee for any reason whatsoever.

8. HEALTH

- 8.1. The Client acknowledges and warrants that he/she has been 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.
- 8.2. All Clients with pre-existing medical conditions or illnesses 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. The Client warrants that he/she will carry sufficient prescribed and chronic medication with them at all times for the duration of the Tour and for one additional week. As lost luggage is a common problem facing travellers today, the Company suggests that the Client should pack a small bag with valuables and essentials, including any life sustaining medication, which can be carried as hand luggage for the duration of the Tour.
- 8.3. The Client acknowledges that certain areas included in the Tour involve a high risk of malaria and other tropical and/or communicable diseases and acknowledges that he/she has been advised to consult with his/her medical doctor regarding the taking of reasonable precautions in respect of malaria and other tropical and/or communicable diseases.

- 8.4. Without derogating from the generality of the foregoing, it is furthermore the Client's duty to ensure that all vaccinations and inoculations have been obtained, and that they possess and will at all times carry proof of the relevant vaccination certificates for the duration of the Tour.
- 8.5. The Company must be advised of any specific health conditions (such as sleep apnoea), which require the use of electrical or other medical devices, prior to confirmation of a booking, as alternative arrangements would need to be made for camps/lodges that do not have a reliable electricity supply.

9. TRAVEL DOCUMENTATION

- 9.1. The Client is solely responsible to ensure that his/her passports, visas, insurance cover and vaccinations 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 and for a further 6 month period after travel. Moreover, to avoid complications with customs and immigration, the Client must ensure that there are at least 6 (six) consecutive blank pages in their passports at the commencement of the Tour.

The Client must consult his/her Embassy for up-to-date visa requirements, below is a guide only, correct as at 1st December 2018. Where we state 'selected nationalities' this is limited to specific nationalities that traditionally have easy access to visas. Those travelling from countries that generally have more restricted visa access can expect more strict visa requirements. Citizens of those countries with more strict visa requirements that are required to obtain visas before travelling and it must be noted that certain visas can take up to 3 months to be processed - it is the Client's sole responsibility to verify same with his/her Embassy.

Only selected nationalities are permitted to pay their visa on entry. These costs do not form part of the Company's invoice, and the Client should ensure that it makes provision for payment of visa fees (where applicable). Please note that no multiple entry visas are granted on arrival. As a general guide only:

- 9.1.1. Botswana, Namibia and South Africa: Selected nationalities are permitted to travel for tourism purposes up to 90 days without a visa. This does not apply to commonly affected nationalities who need to obtain a visa prior to travel OR New Zealand passport holders into South Africa.
- 9.1.2. Zambia: E-Visas available or payment on arrival for selected nationalities only
U\$D 50.00 for single entry / U\$D 80.00 for double entry;
- 9.1.3. Zimbabwe: E-Visas available or payment on arrival for selected nationalities only
- 9.1.3.1. Clients from Europe, Australia and the USA and other select nationalities: U\$D 30.00 for single entry/ U\$D 45.00 for double entry;
- 9.1.3.2. Clients from the UK & Ireland: U\$D 55.00 for single entry/ U\$D 70.00 for double entry;
- 9.1.3.3. Clients from Canada: U\$D 75.00 for single entry / double entry to be obtained from the Client's local Embassy prior to travel.
- 9.2.3 UNIVISA for Zimbabwe and Zambia available at selected ports of entry only, valid for 30 days covering both countries allowing unlimited travel between at the Victoria Falls border point. Cost \$50 US per person. Please note for those from UK, Ireland and Canada it is cheaper to pay the Univisa than the individual country visa.
- 9.1.4. Tanzania: E-Visas available or payment on arrival for selected nationalities only
U\$D 50.00 for single entry/ U\$D 100.00 for US nationalities.
- 9.1.5. Kenya: E-Visas available or payment on arrival for selected nationalities only
U\$D 51.00 for single entry/ U\$D 21.00 for transit visa (72 hours)
- 9.1.6. Uganda: E-Visas available and very limited nationalities can opt for payment on arrival
U\$D: 30.00 for single entry
- 9.1.7. Rwanda: visa currently on arrival for most nationalities
U\$D: 50.00 for single entry

- 9.1.8 East African Tourist Visa available for selected nationalities, to be processed through the first country you enter covering Uganda, Rwanda and Kenya. U\$D: 100.00

10. SUPPLIERS

- 10.1. All activities and services listed in any of the Company's documentation and itineraries are conducted by Suppliers nominated on behalf of the Client by the Company, unless otherwise specified in writing.
- 10.2. All bookings made through and by the Company on behalf of the Client are subject to the terms and conditions specified by the Suppliers. On written request the Company will advise the Client or Agent of the identity of the Suppliers and provide the Client or Agent with a copy of the respective Supplier's terms and conditions. If no such request is received the Client and Agent shall be deemed to have separately familiarised themselves with the relevant Supplier's terms and conditions.
- 10.3. While the Company makes every effort:
- 10.3.1. to engage quality Suppliers among the airlines, hotels, tour operators and other service providers to constitute the itinerary of the Tour; and
- 10.3.2. to ensure that the supply of various goods and services that constitute the Tour package will be carried out properly, efficiently and as advertised;
- the Company will under no circumstances be liable or be responsible for any costs, losses, injuries or damages of any nature whatsoever, howsoever arising, that may be occasioned by an error or default, act or omission of any Supplier in supplying goods or services forming part of the Tour package, or incidents connected therewith.

11. ITINERARY & SCHEDULE CHANGES

- 11.1. Although every effort is made to adhere to the booked schedules and itineraries, the Company reserves the right to unilaterally make changes to the Tour and the proposed itinerary, and may even in certain circumstances be obliged to occasionally cancel a Tour, as a result of a change in circumstances. Such circumstances may include, but may not be limited to *force majeure* including war, riot, civil strike, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions or other external factors, safety reasons, illness or disease outbreak, seasonal rainfall, unsafe airfields, game migrations from one region to another, airline or other travelling and booking problems, unscheduled camp/lodge closure (including but not limited to closure due to fire, flood, adverse weather damage etc.), or government, local authority or other interference beyond the Company's control.
- 11.2. In the event of the Client changing, at his/her instance or request, any facilities, accommodation, activities, associated activities, operator or travel arrangements such as flights and/or transfers or any portion of the proposed itinerary, the Company shall not be held liable for any compensation or increased costs occasioned thereby.
- 11.3. The Client may change his/her booking to an alternative date, subject to availability and prior written consent by the Company, in which case the Company will charge an administration fee, and in some instances Suppliers' cancellation and penalty fees may apply. Should the Company be unable to accommodate the Client's request for an alternative date, the cancellation procedure in clause 6 above will apply.
- 11.4. The Company shall not be liable or responsible for:
- 11.4.1. Any compensation to the Client as a result of an alteration, delay or cancellation of the Tour referred to in clause 11 above, nor will any such alteration, delay or cancellation constitute a reason for a refund either in full or in part by the Company to the Client, and any losses, costs, damages and expenses resulting therefrom be for the sole account of the Client;
- 11.4.2. Any cancellation or curtailment of the Tour as a result of the Client's personal circumstances, e.g. death or illness;

- 11.4.3. Any delays or additional costs incurred as a result of airlines or charter flights either changing schedule or not running to schedule, or in the event that the Client misses a flight, or in the event that a Supplier fails to arrange or comply with any travel or other arrangements;
- 11.4.4. 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, beverage and meal costs, etc., which will be for the Client's own account.

12. LIABILITY, RESPONSIBILITY & INDEMNITY

In addition to any other indemnities, waivers or protections in favour of the Company:

- 12.1. The Client agrees and confirms that 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, in his/her participation in the Tour.
- 12.2. 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 related (whether directly or indirectly) to the Client's participation in the Tour.
- 12.3. 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.
- 12.4. 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 BWP 100,000.00 (one hundred thousand Pula).
- 12.5. The Company will not be responsible for any charges that appear on a Client's credit card not levied/effectuated directly by the Company (e.g. a credit card charge by a hotel or other person or Supplier), 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.
- 12.6. The Company shall not be held liable for any errors or omissions on its website or in its brochures or other documents.

13. ACKNOWLEDGMENT OF RISK

- 13.1. The Client confirms and acknowledges that he/she has been made aware and accepts that the Tour carries inherent risks and acknowledges that the Client voluntarily assumes all risks which are associated with the Tour. All Clients will be required to sign indemnities at the various camps and lodges and abide by each Supplier's terms and conditions and Code of Conduct, in order to ensure their safety and the safety of other persons.
- 13.2. The Client further acknowledges that he/she is acquainted with, aware of and appreciate the real dangers and risks that are associated with wild animals, wildlife areas, game and nature reserves and/or game lodges (situated in unfenced wildlife areas), arising from the presence of wild, dangerous and unpredictable animals, reptiles, birds and insects and the real risk of suffering bodily harm, injury, illness, death, damages as well as loss of or damage to property, which may arise as a result of an encounter with and/or presence of wild animals, reptile, birds and/or

insects, inherent in and related to the Tour, the activities and associated activities organised and facilitated by the Company and the Suppliers.

- 13.3. Self-drive Clients acknowledge that they are aware of and appreciate the dangers and risks of travelling in Botswana, Zimbabwe, Zambia, Namibia, South Africa and other African destinations and that it involves bad roads, deep mud and sand roads, seasonal flooding, river crossings, vast areas with no communications, livestock and wild animals on the road (particularly at night), limited access to fuel and emergency services. Self-drive Clients should therefore always travel in a 4x4 high clearance vehicle, preferably in convoy, and have a satellite phone and GPS. It is highly recommended that self-drive travelling should not be undertaken after sunset and before sunrise.

14. DISPUTES & GOVERNING LAW

- 14.1. Subject to 14.2 below, all matters arising from or in connection with these terms and conditions and any contract concluded by and between the Client (or the Agent, as the case may be) and the Company, its validity, existence and termination shall be determined in accordance with the laws of the Republic of Botswana, and the Client and Agent irrevocably submits to the jurisdiction of the courts of the Republic of Botswana in respect of any dispute flowing therefrom. The Company shall however be entitled to enforce these terms and conditions and any contract concluded with the Client (and/or the Agent, (as the case may be) in any court with jurisdiction over the Client and/or Agent, anywhere in the world.
- 14.2. The Company shall have the right and option, on notice to the Client and/or Agent to declare any dispute of any nature whatsoever arising from or in connection with these terms and conditions and any contract concluded by the Company with the Client (and/or the Agent, (as the case may be) and that such dispute shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa ("AFSA") from time to time, by an arbitrator or arbitrators appointed by AFSA, which arbitration shall be held in Maun, Botswana.
- 14.3. The Parties agree that the decision of the Arbitrator will be final and binding.
- 14.4. Nothing herein contained shall be deemed to prevent or prohibit either party from exercising any of its rights that it may have in law, which may include applying to the appropriate court for urgent relief or for judgment in relation to a liquidation claim.
- 14.5. 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 and between the Client, the Agent and the Company.

15. GENERAL TERMS

- 15.1. 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.
- 15.2. 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 or Agent which may have arisen in the past or which might arise in the future.
- 15.3. Each of the terms or conditions of this document is 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.
- 15.4. All Clients undertake to obey all instructions given by the Company and the Suppliers and to comply with the terms and conditions and Codes of Conduct as may be issued by the various Suppliers from time to time, including any prohibition on smoking imposed at any time or place throughout the duration of the Tour.

- 15.5. Neither party shall be liable for any breach of this document or other failure to perform arising 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 of war, terrorist activity or the threat of the same, adverse weather conditions, natural disasters, or any other similar event, and any form of industrial action or political or social unrest.
- 15.6. Neither party may transfer or assign its respective rights or obligations under this document without the other Party's written consent.
- 15.7. This document, together with all annexures or addendums attached hereto and all written documentation referred to herein that may exist, constitute the whole agreement between the Client (or the Agent, as the case may be) 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 parties.