



KIDOGO – Safaris

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Travel conditions:

1. Conclusion of travel contract

- 1.1 For purposes of the terms and conditions (hereinafter referred to as “the travel conditions”), KIDOGO - Safaris shall mean “the Tour Operator”;
- 1.2 A travel contract shall become binding upon the Tour Operator having received a written booking on the form envisaged for this purpose, duly signed by the client;
- 1.3 The client accepts as binding and enforceable, the travel conditions by virtue of the signed written booking.

2. Payment

- 2.1 a) A non-refundable payment of 20% of the total tour price shall be due once the booking has been reconfirmed. The remaining balance shall be due 8 weeks before the tour departure date.
b) If payment is not received on time the tour operator is entitled to claim, and the client liable to pay, compounded interest at the rate of 8% (eight percent) per annum on any outstanding amount, the amount of which shall be calculated from the due date for payment of such arrear to the date of final payment thereof.
- 2.2 In respect of tours which are booked eight weeks or less prior to the tour departure date, full payment shall be due on the day when the booking is made, which shall be the day that the Tour Operator receives the aforesaid written booking form.
- 2.3 The tour documents are only handed over once full payment has been made.
- 2.4 Payment either be made by bank transfer or Credit card (Master, Visa)
Our bank account is as follows:
STANDARD Bank Windhoek
Main Branch, Branch Code 08-23-72
E.A.M.Schleicher T/A KIDOGO - Safaris
Account No.: 24 10 30 382

3. Cancellation by the client

- 3.1 Cancellations have to be effected by written notice from the client to the tour operator.
- 3.2 In the event of cancellation the tour operator shall charge
20% of the total tour price (non refundable)
50% of the total tour price from 59 to 31 days before the date of travel,
75% of the total tour price from 30 to 14 days before the date of travel and
100% from 13 to 0 days before the date of travel.
- 3.3 The client may nominate another person to travel in his/her place, subject thereto that the tour operator may reject such nomination in the event of the tour operator being of the view that the nominated person does not fulfill any of its requirements, and subject thereto that the person so nominated, accepts as binding and enforceable, the travel conditions;

4. Cancellation by the tour operator

- 4.1 The tour operator may cancel the tour contract:
 - a) up to 3 weeks before the date of departure if the minimum number of participants

has not been reached.

b) if due to unforeseeable reasons (e.g. war, natural catastrophes, epidemics) the undertaking of the tour is unreasonable.

c) if the client does not pay the tour price due within a set period.

4.2 in case of 4.1 a) payments received shall be refunded.

4.1 b) payments can't be refunded to cover the arising costs involved.

4.3 The tour operator may cancel the tour contract:

a) if the client, despite having been reprimanded by the tourguide, disturbs the tour programme severely and puts other travellers in danger, his/her behaviour justifying the immediate annulment of the tour contract.

4.4 Cancellation due to extraordinary circumstances:

a) if after the beginning of the tour a situation arises as described under 4.1b), the tour operator shall undertake to provide the required measures allowing the client to return home. The additional costs that are reasonably and necessarily incurred as a result of such cancellation, shall be born by the client.

b) should the tour be delayed or the program be changed due to accident, technical defects (e.g. on the vehicle) or an act of God, the client shall not be entitled to claim any compensation of whatsoever nature.

5. Discipline

5.1 The instructions given by the tour guide have to be strictly followed.

5.2 The client shall undertake to assist and help according to his/her best abilities should difficulties arise which are linked to the type of tour (adventure tour).

6. Changes in performance and price

6.1 As the type of tours offered are adventure trips bearing special risks, the tour guide may have to make time and route changes. The client shall have no claim for compensation.

6.2 Deficits resulting from 6.1 shall be credited to the client.

6.3 The tour operator shall not be liable for coercive measures taken by the authorities.

6.4 Rates are subject to change - depending on extraordinary circumstances (e.g. exchange rates, VAT, fuel increase)

6.5 The tour operator reserves the right to make any changes in travel arrangements and/or to re-route any of the tours as circumstance might require, or to make available equivalent alternative services.

7. Liability

7.1 a) The tour operator shall be liable in terms of its duty of diligence and enjoy comprehensive insurance cover in the form of comprehensive plus collision insurance and third party liability, complying with regulations of the host country and including the passengers.

b) the tour operator shall not be liable for risks linked to the type of travel (adventure tours) such as loss, damage, injury through accident or inconvenience which may arise for a person or his/her luggage if caused through negligence of the tour operator, its staff or other persons or through any other circumstances whatsoever.

c) Subject to what has been stipulated in clauses 7.1 (a) and (b), neither the tour operator nor its agents nor employees shall be liable to the client for any loss or damage of whatsoever nature (whether to person or property) which may be suffered by the client, arising or caused in any manner whatsoever and howsoever occurring or sustained in consequence of any act or omission of the tour operator, whether or not negligent or otherwise actionable at law, or arising or caused by any other event or circumstance whatever occurring, or failing to occur, whether or not the tour operator could otherwise have been liable for such occurrence or failure.

8. Flight bookings

8.1 The airline's term and conditions of contract shall apply.

9. Visa, health and immigration regulations

9.1 The travel agency and travelers are requested to assure that the Namibian immigration regulations are complied with and that they shall obtain the required visas.

KIDOGO Safaris cannot be held responsible for non-compliance with these regulations should the respective documents not comply with the required conditions. The costs for all fees due for the issuance of visa are not included in the tour price. In general, we recommend to our guests to undergo a critical examination of their state of health before the tour starts as the climatic conditions entail increased strain on the health and general condition of travelers. We also advise our travelers to take out a health insurance policy and an insurance policy for travel abroad.

10. Jurisdiction & Law

- 10.1 These terms and conditions and the agreement between the tour operator and the client shall in all respects be governed by and interpreted in accordance with the laws of the Republic of Namibia, and the parties hereto consent to the jurisdiction of the Courts of Namibia for any purpose relating to any matter whatsoever arising out of or relating to these terms and conditions and the agreement between the tour operator and the client.
- 10.2 In terms of section 45 of the Magistrates' Courts Act 32 of 1944, the client consents to the jurisdiction of the Magistrate's Court otherwise having jurisdiction in respect of any action to be instituted against the client by the tour operator in terms hereof. It shall nevertheless be entirely within the discretion of the tour operator as to whether to proceed against the client in such Magistrate's Court or any other court having jurisdiction;
- 10.3 If the tour operator instructs its attorneys to take steps to enforce any of the tour operator's rights in terms of these terms and conditions and the agreement between the tour operator and the client, by reason of any breach by the client, the client shall pay to the tour operator on demand all collection charges and legal costs (including collection commission of 10%), including attorney and own-client charges, incurred by the tour operator as a result of such breach, whether or not legal proceedings have been instituted;
- 10.4 The client chooses the addresses of the premises where he stays the first night in Namibia as its domicilia citandi et executandi for the purposes of these terms and conditions and the agreement between the client and the tour operator and/or the services of any process.

11. Included in the tour price

- 11.1 Accommodation, bed and breakfast - unless indicated otherwise -, Park entry fees - as indicated, tour guide and transportation in a VW-Bus or 4x4 vehicle if required. Petrol, luggage transportation at the respective accommodation, transfers from and to the airport or to the shuttle bus, camping equipment for camping safaris, sleeping bags excluded.

12. Not included in the tour price

- 12.1 Flights to and from Namibia, personal insurance, lunches and dinners - unless indicated otherwise -, tips for tour guides, optional excursions, personal expenses (e.g. telephone fees, souvenirs, laundry) and visa fees, if any.

13. Luggage

- 13.1 **20 kg allowance packed in *soft flexible bags*** and 6 kg hand luggage. All luggage items must be clearly labeled. KIDOGO Safaris can, despite utmost diligence not assume any responsibility for lost or damaged luggage. KIDOGO Safaris therefore duly recommend the conclusion of a luggage travel insurance.

14. Responsibility

- 14.1 The decisions taken by the tour guides in their endeavour to provide best safety and well being for the travelers are binding and have to be respected at all times.
We also request our guests to respect the laws of the tour country as well as traditional custom.

15. Wild animals

- 15.1 Although wild animals attack very rarely, as tour operator we cannot exclude the risk of an actual accident with wild animals.
KIDOGO Safaris cannot be held legally responsible in the event of injuries.

16. General

- 16.1 If any provision or warranty contained in these terms and conditions is rendered void, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or warranties shall not in any way be affected or impaired;
- 16.2 These terms and conditions constitute the entire terms and conditions of the agreement between the parties and no modification, variation or alternation thereto shall be valid unless in writing and signed by both parties hereto, subject to the clauses contained in these terms and conditions;
- 16.3 Notwithstanding any express or implied provisions of these terms and conditions to the contrary, no relaxation of the terms of these terms and conditions or indulgence which one party may grant to the other will in any way operate as an estoppel against the former party or be deemed to be a waiver of its rights, or in any other way limit, alter or prejudice those rights;
- 16.4 In the event of any inconsistencies between the English and the German content of these terms and conditions, the English text shall prevail.



March 2020



NTB Reg. No.: TSO 0010

TASA (Tour and Safari Association)

