

**TRADING TERMS AND CONDITIONS  
BETWEEN**

**WILD AFRICA TRAVEL (PTY) LTD.  
hereinafter referred to as Wild Africa Travel**

**AND**

**COMPANY** \_\_\_\_\_  
hereinafter referred to as "the Client"

**ADDRESS** \_\_\_\_\_  
(which the operator chooses as its Domicilium Citandi ex Executandi)

**FAX NUMBER** \_\_\_\_\_

**TEL NUMBER** \_\_\_\_\_

**E-MAIL ADDRESS** \_\_\_\_\_

WE HEREBY ACKNOWLEDGE THAT WE HAVE READ AND UNDERSTOOD THIS DOCUMENT AND AGREE TO ABIDE BY THE TERMS AND CONDITIONS DETAILED HEREIN

Approved for and on behalf of  
Wild Africa Travel

Approved for and on behalf of  
the CLIENT

\_\_\_\_\_  
SIGNATURE (DULY AUTHORISED)

\_\_\_\_\_  
SIGNATURE (DULY AUTHORISED)

**NAME** \_\_\_\_\_

**NAME** \_\_\_\_\_

**DATE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**(1) INTERPRETATION :**

1.1 In this agreement, except in a context indicating some other meaning is intended:

1.1.1. The brochure means: the official Wild Africa Travel Brochure and rates and other general information issued by Wild Africa Travel.

1.1.2. "Wild Africa Travel" means Wild Africa Travel (Pty)Ltd, a private company registered as a tour broker with the Namibian Tourism Board, and registered in accordance with the laws in force in Namibia.

1.1.3. "The Package" means any tour package created by Wild Africa Travel by adding various appropriate services together to constitute a

holiday package, but which is not executed by Wild Africa Travel, which is contracted to by the client for enjoyment by a third party or themselves

1.1.4. "The Client" means any party contracting to the services offered by Wild Africa Travel.

1.1.5. "The Service" means all tourism related services contracted by Wild Africa Travel, for and on behalf of the client including, but not limited to accommodation reservations, fully independent travel, tailor made packages, transfers and packages and services provided by other suppliers contracted by Wild Africa Travel.

1.1.6. "The Traveller" shall mean that person utilizing the services contracted for,

- 1.1.7. "The Arrival Date" shall mean the scheduled date of arrival of the traveller(s) in the Republic of Namibia.
- 1.1.8. "Pax" means passenger travelling
- 1.2 The headings appear for reference only and shall not influence interpretation of this agreement.

**(2) SERVICE PROVISION:**

Wild Africa Travel provides the services to the client who contracts the services on the terms and conditions of this agreement

**(3) TOUR PRICES AND PAYMENT TERMS:**

- 3.1 Current prices and services are detailed on the rates provided, as contracted, and are quoted in Namibian Dollars unless otherwise stipulated. Wild Africa Travel expressly reserves the right to amend prices quotations in the event of unforeseen increases in supplier tariffs, taxes or other Government levies, tourism levies, fuel prices, other taxes of whatever nature or other factors beyond its control.
- 3.2 All quotations are valid only to the expiring date stated in the quotation and are subject to adjustment if the services quoted are not available at the time of booking. Quotations are based on itineraries and requirements specified by the client. Upon acceptance, any amendments requested by the client or traveller, which incur extra costs, are for the clients or travellers account, as the case may be.
- 3.3 A deposit of 10% of the full package/services quoted is due, owing and payable upon confirmation of any reservation. The balance of the price is due, owing and payable no later than 30 days prior to arrival. Where reservations are made within 30 days of date of arrival, payment is due within 72 hours.
- 3.4 Should any account not be paid on the due date, the client shall be liable to pay interest a tempore morae on the amount outstanding until payment is done at the prime bank overdraft rate as charged by Wild Africa Travel's bankers to its favourite corporate customers from time to time.
- 3.5 Wild Africa Travel expressly reserves the right to cancel any reservations where payment has not been made on the due date, without prejudice to claim compensation for all possible damages suffered due to the client's breach and the

client hereby expressly accepts such rights.

- 3.6 For all tours invoiced in Namibian Dollars the payments are to be made free of commission and bank charges (for the transferors/clients account) and without deduction or set-off in the currency that the quotation was accepted, to the following account:

**WILD AFRICA TRAVEL  
FIRST NATIONAL BANK  
Branch: WINDHOEK CORPORATE  
ACCOUNT NO.:  
BRANCH CODE: SWIFT CODE:  
FIRNNANX  
WINDHOEK NAMIBIA**

**(4) CANCELLATION POLICY:**

- 4.1 All cancellations will become valid on the date of receipt by Wild Africa Travel of written notice, cancelling the reservation.
- 4.2 In the case of any cancellation, the following cancellation fees will apply:  
In respect of cancellations of reservations and any individual bookings of such booking, the following cancellation fees will apply.  
60-31 days prior to arrival date: 10%  
31-21 days prior to arrival date: 50%  
20-8 days prior to arrival date: 75%  
7 days and less prior to arrival: 100%  
No shows: 100%
- 4.2 Certain specific suppliers have more stringent cancellation policies, the details of which will be made available on the quotation if applicable and which Wild Africa Travel's general cancellation policy is subject to.  
In the event of such more stringent cancellation policy being applicable the client will be liable for such more stringent cancellation policy to Wild Africa Travel.
- 4.3 In the event that any client fails to pay any amount to Wild Africa Travel on its due date, Wild Africa Travel is entitled to cancel the booking and claim damages in terms of this cancellation policy.
- 4.4 Failure on the part of the client to comply with the terms and conditions set out herein shall entitle Wild Africa Travel in its sole discretion and regardless of reservations and payments already received, to cancel or refuse to accept the client's booking

**(5) BOOKING CONDITIONS:**

- 5.1 Wild Africa Travel carries extensive passenger liability insurance, details of which will be made available on request. It is strongly recommended that all clients take out comprehensive travel insurance including medical cover, as well as cancellation and curtailment covers, as Wild Africa Travel does not cover this.
- 5.2 Should the traveller fail to take up the package contracted or discontinue it prior to completion, no refund will be made and no credit granted. Travellers should ensure that they at all times have appropriate insurance cover.
- 5.3 Wild Africa Travel shall not be liable for any loss, damage or expenses of any nature whatever suffered by the client or any traveller arising from:
- the loss of or any damage to property;
  - the cancellation or curtailment of any tour;
  - sickness, quarantine, weather conditions, war, riots, and/ or any other cause of any nature whatever, however caused and whether as a result of Wild Africa Travel's negligence or otherwise.
- 5.4 Wild Africa Travel accepts no liability for the death of, or injury to, loss and/ or damage to any person and /or property arising out of any act or omission of Wild Africa Travel, the supplier, any servant or agent of Wild Africa Travel or any supplier, whether as a result of negligence or otherwise. The client and the traveller shall be deemed to have waived, renounced and abandoned any and all rights and entitlements to which the client and the traveller may be entitled under the provision of the law of the Republic of Namibia for any loss or damage to person and/or property.
- 5.5 Should sickness or accident interrupt a tour Wild Africa Travel shall not be liable for any,
- loss, damage or expense arising therefrom; and
  - refund either total or partial, of money paid. Wild Africa Travel recommends that the client advises travellers to take out the necessary insurance to protect against any eventuality.
- 5.6 Travellers shall be solely responsible for complying with the formalities required by police, customs, health and other authorities at the point of departure, at the destination and whilst in transit. Whilst Wild Africa Travel will endeavour to provide the client, prior to departure, with the latest information concerning such regulations and restrictions. Wild Africa Travel shall not be responsible and does not accept any liability for any inaccuracies or omissions in this regard.
- 5.7 Travellers may not carry any unlawful articles or substances whilst travelling in the Southern African region. Should any traveller contravene the aforesaid prohibitions, such traveller will be responsible for his or her own repatriation and all costs associated therewith. Wild Africa Travel will under no circumstance assist any such offender in any dealings or negotiations with any authority.
- 5.8 All travel arrangements such as flight bookings, reservations of hotel accommodation, reservation of motor transport and the like, made by Wild Africa Travel are subject to the booking conditions and cancellation provisions of the supplier thereof.
- 5.9 Wild Africa Travel reserves the right to alter or substitute routes, refreshments, meals, accommodations, itineraries, tours, services, vehicles and/or other arrangements should conditions necessitate. Wild Africa Travel will offer substitutes of equal value and will inform the client of any known changes before departure.
- 5.10 Accommodation is as specified in the itinerary or brochure and is based on two people sharing a twin bedded or double room. The use of specific accommodation is subject to availability. Wild Africa Travel reserves the right to make use of alternative accommodation.
- (6) **PASSPORTS AND VISAS:**  
The onus is on the traveller or their agent to ensure that their passports are valid for travel and that they are in possession of valid visas for all countries being visited and that all necessary health certificates for these destinations are in order.
- (7) **CHILDREN POLICY:**  
A child of 12 years will be charged the full adult per person rate on all services provided.
- (8) **GENERAL**
- 5.1 Wild Africa Travel 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 to have been made or agreed or implied by reference to any other writing, advertisement or conversation.

- 8.2 No addition to, variation, or agreed cancellation of these conditions shall be of any force or effect unless reduced in writing and acknowledged by or on behalf of any director of Wild Africa Travel.
- 8.3 No indulgence, which Wild Africa Travel may grant to any party, shall constitute a waiver of any of the rights of Wild Africa Travel who shall not thereby be precluded from exercising any rights against the client and or the traveller which may have arisen in the past or which might arise in the future.
- 8.4 Any claim or dispute which may arise between the client and Wild Africa Travel or any travellers and Wild

Africa Travel including any claim for loss or damage due to injury to person or property shall be resolved by arbitration in accordance with the laws of the Republic of Namibia.

- 8.5 In all matters where it is or may be necessary to have recourse to the courts, the courts of the Republic of Namibia has sole jurisdiction to the exclusion of the courts of any other country and the law of the Republic of Namibia shall prevail.
- 8.6 Both parties undertake that neither of them will disclose the terms of this agreement or any other confidential information as to the business or affairs of the other which either may acquire through operation of this agreement to any third party other than may be required by law.

