



Terms & Conditions - Explore Botswana

(unit of Explore Namibia cc)

I. General

1. In the context of these conditions the following parties are mentioned:
 - a. Booking agency (Explore Namibia); the company or the person that is working in name of the company, which offers organised 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 for 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. Traveler;
 - A. the contract party of the booking agency, or
 - B. the person participating in the offered trip, or
 - C. the person who is acting on behalf of the person participating in the trip.

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. The booking agency can make these conditions applicable for other publications as well, if clearly mentioned in the concerned publication.
3. All rates include VAT, local taxes, car rental including maintenance, unlimited mileage, airport transfers, full third party insurance, and 85% comprehensive insurance and accommodation in chalets, hotels and lodges or on campsites as mentioned in the chosen route.
4. The travel agreement is official and valid as soon as the traveler 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 traveler will receive the written confirmation by post or electronically, and just as confirmation or as an invoice.
5. The offer of the booking agency can be adjusted or cancelled by the booking agency at all times and without any reason. Preferably, this should be done as soon as possible. Adjustment of the agreement as a result of corrections in price calculations is allowed, as are adjustments caused by (cost) price increases.
6. The booking agency remains the right to cancel the agreement at any moment and without prior notice. The cancellation must be submitted in writing and within a reasonable term.
7.
 - a. The traveler informs 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 traveler fails to do so, and this results in cancellation of one or all participating travelers, then the related cost will be charged to this traveler.
8.
 - a. The person who is accepting an offer, or who is accepting an offer on behalf of another, is personally liable for all obligations of the accepted travel agreement.
 - b. All communication, including payments, between the travelers and the booking agency will be solely dealt with by the traveler, who accepted the travel agreement.
9. Any mistakes made, in publications, communications, price calculations or what so ever, do not bind the booking agency. These kinds of mistakes – from the perspective of an average traveler – should be easily recognizable by the traveler.
10. 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 stay is less than mentioned in the (published) travel agreement.
11. The booking agency accepts no responsibility for wrong information in photo's, 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.

12. At the moment the travel agreement is accepted by the traveler a deposit of 20 % of the total amount payable has to be paid.
13. Full payment of the amount payable has to be made at least six weeks before the day of departure. If the full payment is not done, then the traveler has failed to meet the conditions of the contract.. The booking agency will inform the traveler in writing that there is a last 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. The booking agency has then the right to keep the deposit as cost of cancellation. No refund will take place.
14. If the travel agreement is accepted within six weeks before the day of departure, full payment is due immediately.
15. The published rates are per person, unless it is mentioned differently. Included in these rates are all services as described in the publication.
16. 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.
17. 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 cost, taxes, levy's, and exchange rates. The booking agency will try to inform the traveler about the calculation method of the increase, but is not obliged to do so.
18. The traveler should be in the possession of a valid traveler's document, such as a valid passport, visa if applicable, medical passports, proof of incubations and a valid drivers 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.
19. The traveler is fully responsible for arranging or not, a cancellation insurance and a (medical) travel insurance.
20.
 - a. After acceptance of the agreement, the traveler 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. An important condition is that the traveler makes the full payment of the amount payable (minus the deposit done).
 - b. The booking agency can charge the traveler an amount of € 50, - per changed travel agreement as cost of adjustment.
 - c. Postponement of the date of departure or reducing the number of participating travelers is considered as a (partial) cancellation.
21. Before the execution of the travel agreement the traveler 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 applicant , 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 cost of adjustment, communication cost and other possible cost related to the replacement.
22. If a travel agreement is cancelled by the traveler, then next to any cost of reservation, the following cost of cancellation are applicable:
 - a. cancellation until the 42nd day (excluding) before the day of departure: the deposit of 20%.
 - 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 5th day (including) until the day of departure: full (100%) amount payable.
23.
 - a. Cancellation of the travel agreement by one of the participating travelers is considered as a cancellation of all agreements, causing cancellation cost are applicable for all travelers as mentioned in point 22.
 - 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 published schedules, then the travel agreements are still considered as valid. Point 23c is then applicable.
 - c. The travelers mentioned in point b will pay the rates as mentioned for the (reduced) number of participants.
24. Cancellations submitted outside official office hours are considered to be submitted on the first next working day.



25. The booking agency reserves the right to cancel all agreements due to significant circumstances.
26.
 - a. If any cancellation is caused by the traveler or the travelers behavior, than all cost related to the cancellation(s) will be charged to the traveler.
 - b. If any cancellation is caused by booking agency, than all cost related to the cancellation(s) will be covered by the booking agency.
 - c. If any cancellation is not specifically caused by booking agency nor by the traveler or the travelers behavior, than all cost related to the cancellation(s) will be covered by both the booking agency and the traveler, each for their own share.
27. The booking agency is obliged to execute the agreement in line with the traveler's expectations, as long as these expectations are reasonable.
28. If the trip is not in line with the traveler's expectations, then the traveler is obliged to inform the booking agency and parties involved as soon as possible. The booking agency will try to help and assist the traveler as much as possible.
29.
 - a. In case any official conditions apply by law or what so ever, causing a reduced liability to any service provider, then this reduced liability also applies for 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.
30. The booking agency can not be held liable for any (personal) damage or death of the participating travelers, nor for any other damage resulting from these tragic events, unless it has been caused on purpose by the booking agency.
31. All exempts 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 the law is not allowing this.
32.
 - a. The travelers should adhere to all instructions given by the booking agency in order to have proper execution of the travel agreement. Travelers are liable for any damage resulting from not adhering to these instructions
33.
 - 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 for the trip, or the booking agency can decide to cancel the travel agreement completely
 - b. All cost related to the difficulties or cancellations mentioned in point a will be charged to the traveler.
34. The traveler is obliged to avoid and reduce any possible damage as much as possible.
35. If the travelers deposit or payments are not received on time by the booking agency, then an interest rate of 15% of the amount payable will be calculated, plus any possible (legal) costs.
36. Any shortcoming in the execution of the travel agreement should be communicated to the booking agency and parties involved as soon as possible, making it possible for the booking agency and parties involved to come with any solution.
37. 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 if possible. But the booking agency is not obliged to do so and all cost related to these changes will be charged to the traveler.
38. All terms, conditions and rates are subject to change without prior notice.

II. Car Rental

1. The customer is having 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 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.
3. The booking agency and the car rental company reserve the right to substitute the booked vehicle with a similar one.
4. All vehicles are hired subject to our 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.
7. Insurances exclude damage from sandblast and damage to tyres and personal property.



8. All vehicles carry a full Third Party insurance and a comprehensive insurance for 85% of their value. In the event of an insurance claim arising, the renter will be held liable for the excess amount of 15%, security for which must be provided by the renter to the lessor (car rental company) by means of credit card only (Visa, Master Card en Diners Club).
9. The excess amount of 15% of the value of the vehicle can be reduced (reduced excess) against payment of a daily fee.
10. Long term and one-way rentals. (e.g. pick up in Windhoek and return in Cape Town) are available on request
11. A valid and unendorsed driver's license must be produced by the renter / driver. Valid drivers licenses are: an international drivers license, a European driver's license, any national driver's license in English. National driver's licenses in another language than English must be accompanied by an official certified translation in English.
12. Minimum age is of the driver(s) is 25 years.
13. Additional drivers will be charged a fee of N\$ 20.00 per day each.
14. No vehicle may be taken outside Namibia without prior approval and a cross-border permit.

III. Accommodation

1. The customer is having a direct agreement with accommodation concerning the stay at this 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.