



## TERMS & CONDITIONS

### 1. RESERVATIONS AND PAYMENTS

- 1.1. Reservations can be made by contacting Ker & Downey Botswana, hereinafter referred to as the "Company", through the reservations department in Maun, Botswana.

Safaris are booked and confirmed only on receipt of a 20% non-refundable advance payment of the basic programme rate. This advance payment is due within fourteen (14) days of making the reservation. There shall be no binding contract until the advance payment has been received by the Company. Failure to remit your advance payment on time will result in an automatic change of status of any confirmed space to a provisional basis and the possible inability to reinstate your reservation. When the Company receives your advance payment, a booking reference number will be assigned and noted on your original invoice. This number shall be deemed to constitute acceptance and confirmation of the booking. Your wire transfer authority will act as your receipt.

If the Company is NOT making your complete travel arrangements for you, it will be necessary to furnish us with a copy of the confirmation of your transportation arrangements before we confirm our portion of your travel plans. The Company cannot be liable for any penalties or losses incurred as a result of voluntary or involuntary changes to transportation schedules.

- 1.2. Unless alternative arrangements are made, the balance is due no later than sixty (60) days prior to commencement of the programme. Once a booking has been paid in full the accommodation becomes non transferrable. If the balance has not been received by that date, the Company shall be entitled in its discretion to treat your reservation as cancelled, and consequently to forfeit such part of the advance payment as determined solely by the Company.
- 1.3. Any reservation made within sixty (60) days of commencement of a programme may be accepted provided space is available, payment in full is received, and documents can be produced prior to departure.
- 1.4. The Company will not provide tickets, coupons, vouchers or documents until full payment has been received by the Company.
- 1.5. The Company will not accept responsibility for wire transfer and/or overnight mail charges.
- 1.6. No client will be permitted into the field without payment in full being received by the Company.
- 1.7. Special airfares are capacity controlled and often sold out months in advance. In addition, many accommodations offered by the Company have limited capacity. It is essential to make reservations well in advance to insure your preferred arrangements.

### 2. CANCELLATIONS AND REFUNDS – FIT BOOKINGS

- 2.1. Any cancellation of a booking must be in writing and shall only be effective upon its acknowledged receipt by the Company. Cancellation charges shall apply in the following circumstances:
- From date of confirmation to 61 days prior to programme starting date, full 20% advance payment is forfeited.
  - 60 to 31 days prior to programme starting date, 50% of total programme cost is forfeited.
  - 30 days or less prior to programme starting date and "no shows", total programme cost is forfeited to include handling fees and liquidated damages for the Company.

- 2.2. If you are a "no show," the Company shall be entitled to treat your reservation as cancelled without having given the Company any notice, and the provisions of Paragraph 2.1 shall apply.
- 2.3. Any request to amend or change a booking once it has been confirmed may be accommodated subject to space availability. If the Company is able to assist, an administrative fee may be charged, depending on the nature of the change. These fees will be added to your final invoice. Please note no name change is possible after confirmation.
- 2.4. No refunds are given (1) for lost travel time or substitution of facilities, (2) for itineraries amended after departure, (3) for circumstances arising beyond the Company's control, necessitating alternative arrangements being made to ensure the safety and/or further participation and enjoyment of your programme, (4) if you do not appear for any accommodation, service, sightseeing or trip segment without notifying the Company, or (5) if you leave your programme after it has begun, or miss any scheduled sightseeing, activities, meals or accommodations.

### 3. FOR YOUR INFORMATION

- 3.1. The Company may act as a booking agent for hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and/or other services abroad. Each of these companies is an independent corporation with its own management and is not subject to the control of the Company, including, but not limited to, various overseas ground operators.
- 3.2. All bookings like those described above are accepted by the Company, as an agent for independent overseas ground operators. The transportation, accommodations and other services provided by the ground operators are offered subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them and/or their suppliers.

Because the Company does not have the right to control the operations of the independent operators and their suppliers, **IT CANNOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE** which may arise out of these services. The Company reserves the right to cancel any itinerary or any part of it, to make such alterations in the itinerary as it deems necessary or desirable, to refuse to accept or to retain as a member of any programme any person at any time, and to pass on to programme members any expenditure incurred by delays or events beyond its control. In case of any appreciable variation in its cost, the Company reserves the right to adjust its rates.

### 4. RISKS

- 4.1. The Company draws your attention to the fact that there are certain inherent risks involved in participating in the type of trips sold by the Company. The Company will ask you to sign a Release to acknowledge this warning and also to release and hold harmless the Company from any damages that may result.
- 4.2. It is your sole responsibility to take all appropriate medical advice prior to departure as to whether or not you are fit enough to undertake the trip booked. The Company shall not be liable for illness, injury or death sustained on a programme sold by the Company which is not due to the gross negligence of the Company, its officers, employees, authorised representatives or agents whomsoever.

### 5. FORCE MAJEURE

- 5.1. "Force Majeure" means, in relation to the Company, any circumstances beyond the reasonable control of the Company (including, but without limitation, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance, or requisition, sickness, quarantine, government intervention, weather conditions or other untoward occurrences).
- 5.2. If the Company is affected by Force Majeure it shall forthwith notify you of the nature and extent thereof.
- 5.3. The Company shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or nonperformance is due to any Force Majeure.
- 5.4. If the Company is affected by Force Majeure it shall be entitled to, and may in its sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the trip. Payment of any refund by the Company to you as a result of the nonperformance of any of the Company's obligations hereunder shall remain in its sole and absolute discretion although the Company shall use its reasonable endeavours to reimburse you where possible. However, the Company shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to the Company of the Force Majeure.

5.5. Regarding civil unrest, once the Company has investigated the prevailing situation as it deems fit, it shall remain in the Company's sole and absolute discretion whether to proceed with the trip. You may in such circumstances cancel the trip. However, if, after having made all reasonable and proper inquiries, the Company is of the opinion that the trip may proceed, no refund will be payable to you and the provisions of Paragraph 2 shall apply.

## **6. INSURANCE**

The Company strongly recommends that you obtain the following types of insurance which are commercially available:

- Accidental death and disability
- Major Medical
- Emergency medical evacuation
- Loss of personal effects
- Trip cancellation

## **7. SURCHARGES & EXCHANGE RATES**

7.1. Although the Company hopes that it will not need to levy surcharges it reserves the right to do so on the invoice amount, if this becomes necessary. The Company will endeavour to notify you in writing as soon as it is aware of any likely surcharge, and you must pay the amount of such surcharge no later than fourteen (14) days after written notification has been received (depending on the circumstances). If the surcharge is not paid within such time, the Company may construe such nonpayment as an act of cancellation on your part and the provisions of Clause 2 shall apply.

7.2. Rates used in the programmes are based on tariffs and exchange rates valid at the time of printing. Should a rate vary against the US Dollar by more than 3%, the Company reserves the right to recalculate the tour cost and apply the differential as a surcharge. Any refund made by the Company shall be in its sole and absolute discretion.

## **8. TERMS AND CONDITIONS**

These terms and conditions govern the relationship between the Company and you, to the total exclusion of any other terms and conditions. No alteration to the terms and conditions may be made by any of the Company employees, authorized representatives or agents, unless in writing by an authorized officer of the Company. All decisions and matters subject to the Company's discretion shall be made by an authorized officer of the Company.

## **9. CARRIAGE BY LAND, SEA AND AIR**

9.1. Carriage by Land, Sea and Air is subject to the terms and conditions of the carrier with whom you travel and to international conventions some of which may limit liability. Land, Sea and Air travel are also subject to operational decisions of carriers an air and sea ports which may result in cancellations, delays or diversions, over which the Company has no control and for which the Company accepts no liability whatsoever.

9.2. The passenger contract in use by the airline carriers concerned, when issued, shall constitute the sole contract between the transportation companies and the purchaser of these programme and/or the passengers.

## **10. BAGGAGE**

Temporary or permanent loss of baggage is the responsibility of you or the carrier.

## **11. TRAVEL DOCUMENTS AND VACCINATIONS**

It is your responsibility to ensure that passports, visas, travel permits, health certificates, inoculations, or other documentation required for the trip are obtained and are in order. It is your responsibility to meet any additional costs incurred either by yourself (or by the Company on your behalf) as a result of any failure by you to comply with such requirements.

## **12. SPECIAL REQUESTS**

You must advise the Company in writing of any special requests; e.g., diet, facility or physical difficulty, when you submit your reservation request to the Company. The Company will meet such requests, if possible.

### **13. INFORMATION IN THE BROCHURE**

All information given in the Company's brochure and website is to the best of the Company's knowledge, correct at the time of going to press but the Company reserves the right to change same. The photographs reproduced and information provided in this brochure depict typical scenes experienced and details on each destination; but the subject matter may not necessarily be seen or experienced while visiting that destination.

### **14. PHOTOGRAPHY**

The Company reserves the right without further notice to make use of any photography or film taken on the trip by our staff for general purposes without payment or permission.

### **15. DISPUTES**

If you have any cause for complaint while travelling, you must immediately bring it to the attention of the Company's local representative or agent who will attempt to resolve the situation.

### **16. CONSENT**

The payment of the advance payment OR any other partial payment for a reservation on a safari constitutes consent to all provisions of the conditions and general information contained in the Company's brochures, invoice and travel documents. The terms under which you agree to take these safaris cannot be changed or amended except in writing signed by an authorised officer of the Company.

### **17. MONEY PAID TO TRAVEL AGENTS**

Your agent will forward advance payments to us on your behalf. Since your agent is not our agent for the purpose of receipt of monies, there is no liability on our part unless and until we notify you that monies paid have been received by us. A Booking Confirmation Number is issued to your agent upon receipt of their payment on your behalf.

### **18. CONDITION OF BOOKING**

You shall comply with the instructions of the Company's representatives at all times. No Client shall be accepted or be permitted to continue on a programme while their status or mental or physical condition is, in the opinion of any representative of the Company, such as to render them incapable of caring for themselves or make themselves objectionable to other Clients or become a hazard to themselves or other Clients and the Company will not be responsible for expenses by such persons precluded from completing the programme for this reason.

### **19. NOTICE OF ENFORCEABILITY**

Please remember: when you book travel related services with the Company, you are entering into a binding agreement that assumes all terms and conditions are fully understood as stated in this manual.

### **20. YOUR BOOKING AGENT'S RESPONSIBILITY**

At Ker & Downey Botswana, we are very proud of our relationship with the travel trade throughout the world. To facilitate the reservations process for you, Ker & Downey Botswana requests the booking agents to provide you with thorough communications pertaining to your booking. Your agent has been provided with a list of responsibilities to assist and inform you on matters such as required documentation, payment schedules and cancellation policies. Your agent will assist you to the best of his/her ability in providing answers and information pertaining to your booking.

### **21. GROUP BOOKINGS**

A group booking is defined as any booking of 8 or more persons per night. Group booking terms and conditions are available on request.

### **22. PROGRAMMES**

All Ker & Downey Botswana programmes are subject to the "Terms & Conditions" as described on this insert. It is imperative that you read carefully and fully understand all aspects of the "Terms & Conditions" before booking a safari. Changes in the "Terms & Conditions" can be made only in writing by an officer of Ker & Downey Botswana.