

Bundu Travel Connection hereinafter referred to as **'the Company'** accepts bookings subject to the terms and conditions outlined herein.

THE BOOKING

* Bookings and subsequent contracts shall be deemed to have been concluded in Windhoek, Namibia and shall be interpreted according to the laws of the Republic of Namibia.

* Place of jurisdiction is Windhoek, Namibia.

* The Company reserves the right to decline any booking without outlining the reasons for it.

DEPOSIT & PAYMENT

A 30% deposit is required to secure a booking. This deposit forms part of the payment for the trip and shall be offset to the total amount charged to the client.

If the full amount is not paid at least four (4) weeks prior to departure, the Company reserves the right to treat the booking as cancelled and the deposit shall be forfeited.

Clients booking within four (4) weeks of tour departure are required to pay the full amount immediately to secure the reservation.

All bank charges are to be settled by the client. This includes transaction fees charged by our bank.

The amount shown on the invoice, is the amount that needs to reflect in our account and should bank charges have been deducted, we would have to invoice you subsequently.

BOOKING AMENDMENTS

For amendments of existing bookings done by the client (e.g. departure dates, air tickets, accommodation, number of participants etc) a handling fee of 750 NAD per booking applies. The handling fee will be charged in addition to the service provider fees.

CANCELLATIONS

Cancellations must be sent in writing to the office that confirmed the reservation. Cancellations shall only be effective from the date of receipt of cancellation by the booking office. In case of a booking cancellation, the Company shall retain the full deposit.

If a booking is cancelled, the client is subject to a cancellation fee as follows:

until 4 weeks prior to departure – 30% Cancellation Fee

4-2 weeks prior to departure – 50% Cancellation Fee

2-1 weeks prior to departure – 75% Cancellation Fee

less than 1 week prior to departure – 90% Cancellation Fee

The Company reserves the right to cancel any tour at its sole and absolute discretion, without prior notification in instances where this is unavoidable. However, in that case the Company agrees to refund all monies already paid by the client. This shall be

the Company's sole responsibility to the client and no claim for any damages, howsoever arising, shall accrue against the Company.

PASSPORTS, VISAS AND OTHER TRAVEL PAPERS

It is the client's sole responsibility to ensure that passports, visas, health certificates, proof of vaccinations and any other documentation required are all in order for the countries to be visited.

The Company cannot be held liable for any consequences, damages or claims if the client does not attend correctly to the client's documentation and related matters prior to commencement of the tour.

BAGGAGE

At any time, all baggage and personal effects are at the client's responsibility and the Company does not accept any liability for any loss or damage of any personal effects, howsoever arising.

Clients are entitled to one bag of not more than 15 kg (backpack or soft bag – no hardtop suitcase) and a daypack. The Company reserves the right to refuse excess baggage. Please notice that on hiking trails and on some domestic flights other baggage regulations may apply.

RISK

The client accepts that all tours are of an adventurous nature and involve an element of personal risk. Neither the Company nor any of its agents can be held liable in any way for any injury, loss of life or damage to property, howsoever caused. The client hereby indemnifies the Company and will hold the Company, its agent, assigns and servants harmless from any such claim.

The client accepts full responsibility for all risks involved.

AUTHORITY ON TOUR

The decisions of the Company's guide/driver on tour shall at all times be final and binding.

The client must at all times comply with the laws, customs and foreign exchange regulations of all countries visited.

MARKETING

The Company reserves the right to use any photographs and videos taken during tours for marketing or any other advertising material. The client hereby gives consent to use such photographs and authorises the Company to retain copyright for these photographs and such material.

FORCE MAJEURE

Unforeseen circumstances including but not limited to war, mechanical breakdowns, weather, riots and other unforeseen reasons beyond the control of the Company may cause delays or alterations to the tour. The Company shall not be held liable in any way for any of these possible occurrences or any consequences, which may arise as a result of these.

PRICE CHANGES

All our prices are based on the current national park fees and taxes. Should the authorities decide on increasing fees and taxes, even though they might currently not be scheduled, we would subsequently have to pass on these increases.