



African Elegance Tours & Safaris Namibia CC

TERMS AND CONDITIONS

Terms and Conditions to be read, understood and accepted before the booking is made and payment is effected. Please initial each page hereof and sign the last page.

E-mail same back to info@africanelegancesafaris.com

1. The Traveller / Authorised Travel Agent who signifies the acceptance of a booking does so on behalf of himself / herself / its client's behalf, including, but not limited to, the person(s) under its authority, who are all bound by African Elegance Tours & Safaris Namibia CC Terms and Conditions ("these Terms"), as if they had individually made the booking application themselves.
2. All estimates or quotations provided, or bookings made with African Elegance Tours & Safaris Namibia CC are subject to these Terms. Any booking is considered to have met the Travellers / Authorised Travel Agent's approval and to which the Traveller / Authorised Travel Agent consents to the conditions attached thereto.
3. A non-refundable deposit of 20% of arrangement costs for National Parks (Namibia & Botswana), accommodation & activities in Botswana, plus the full amount including taxes of the air travel portion, for each Traveller is required at the time of booking, together with a signed Booking Form.
4. The full amount due to African Elegance Tours & Safaris Namibia CC shall be payable not less than 6 (six) weeks prior to the Traveller's date of departure, unless other arrangements were made. If the full amount is not paid in due time, African Elegance Tours & Safaris Namibia CC reserves the right to treat the booking as cancelled. Bookings made within 6 (six) weeks of departure must be paid in full immediately.
5. Should the Traveller / Authorised Travel Agent wish to amend the booking at any stage, either in the form of a date change, itinerary amendment or any change whatsoever, African Elegance Tours & Safaris Namibia CC reserves the right to charge an amendment fee per booking made.

**PO Box 40563,
Windhoek, Namibia**

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6. If a booking is cancelled and notification has been received in writing by the Traveller / Authorised Travel Agent, then, over and above such cancellation fees, as each airline and/or land operator may charge and for which the Traveller will be liable, the following will apply additionally:
- 6.1. Once an invoice has been issued to the Traveller / Authorised Travel Agent, an administration charge of 10% on the invoice total, with a minimum of N\$1,800.00, PLUS any bank charges due to African Elegance Tours & Safaris Namibia CC is payable by the Traveller / Authorised Travel Agent, for cancellation of the booking.
- 6.1.1 46 days prior to departure 5% of invoice total
 - 6.1.2 45 days prior to departure 20% of invoice total
 - 6.1.3 29 days prior to departure 40% of invoice total
 - 6.1.4 21 days prior to departure 50% of invoice total
 - 6.1.5 14 days prior to departure 70% of invoice total
 - 6.1.6 7 days prior to departure 90% of invoice total
 - 6.1.7 3 days prior to departure 100% of invoice total
- 6.6. After departure of the Traveller, no refund for any unused services will be considered by African Elegance Tours & Safaris Namibia CC.
- 6.7. African Elegance Tours & Safaris Namibia CC reserves the right and shall be entitled to cancel any tour or product sold prior to departure of the Traveller. African Elegance Tours & Safaris Namibia CC has the sole discretion to refund any amounts received, and the Traveller / Authorised Travel Agent, shall have no further claim of any nature whatsoever against African Elegance Tours & Safaris Namibia CC arising out of such cancellation.
- 6.8. All refunds are strictly subject to supplier/principal's cancellation policies.
7. Should a Traveller fail to join a tour, or fail to use the accommodation / services / activity booked by African Elegance Tours & Safaris Namibia CC on his/her behalf, for any reason whatsoever, no refund or liability will be accepted by African Elegance Tours & Safaris Namibia CC.

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8. African Elegance Tours & Safaris Namibia CC provides Travellers / Authorised Travel Agent with travel and/or other services either itself or acting as agents for principals engaged in or associated with the travel industry, such as airlines and/or accommodation establishments and/or activity operators. African Elegance Tours & Safaris Namibia CC represents such principals as agents only and accordingly accept no liability for any loss, damage, injury or death which any Traveller / Authorised Travel Agent may suffer as a result of any act or omission on the part of or the failure of such principals to fulfil their obligations, whether in relation to travel arrangements, accommodation or otherwise. The agreement in use by such principals (which is often constituted by the ticket issued by the principal), shall constitute the sole agreement between the principal and the Traveller and any right of recourse the Traveller may have, will be solely against such principal.
9. Cancellation, medical and repatriation insurance is highly recommended for all African Elegance Tours & Safaris Namibia CC bookings, and it is the Travellers' responsibility to arrange for such insurance, either through its Authorised Travel Agent or through the Travellers' insurance broker. It is strongly recommended that Travellers also take out insurance to cover injury, personal liability, delay, emergency travel accommodation and transport modes in emergency, lost baggage and any other cover the Traveller deems fit. The decision which insurance cover the Traveller obtains is solely the responsibility of the Traveller.
10. The Traveller / Authorised Travel Agent acknowledges that the fare (see above clause 3) and itinerary specified in the Booking Confirmation Form, may be varied by African Elegance Tours & Safaris Namibia CC from time to time, without notice to the Traveller / Authorised Travel Agent, at the discretion of African Elegance Tours & Safaris Namibia CC, provided the itinerary and price is not substantially different from the itinerary that the Traveller anticipated enjoying, the Traveller / Authorised Travel Agent shall not be entitled to cancel the agreement. Fare increases may occur *inter alia* due to any increase in airline tariffs, fuel costs, park fees, game reserve fees, or fluctuation of exchange rates. Should the group number fall below the minimum number required for the booking as specified in the Booking Confirmation Form, African Elegance Tours & Safaris Namibia CC reserves the right to re-cost the fare and raise a surcharge. Should any Traveller / Authorised Travel Agent refuse to accept and pay such surcharge, African Elegance Tours & Safaris Namibia CC reserves the right to cancel the tour and retain full payment.

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11. Any unscheduled extension to travel arrangements or expenses incurred caused by flight delays, bad weather, strikes or any other cause beyond the control of African Elegance Tours & Safaris Namibia CC shall be for the Traveler/ Authorised Travel Agent's account.
12. The Traveller acknowledges that it is solely his/her responsibility to ensure that he/she is in possession of the necessary travel documents that may be required in respect of the proposed tour and itinerary, as well as all health and other certificates that may be required from time to time. African Elegance Tours & Safaris Namibia CC will endeavour to assist the Traveller / Authorised Travel Agent, but such assistance will be at African Elegance Tours & Safaris Namibia CC's discretion and the Traveller acknowledges that in doing so, African Elegance Tours & Safaris Namibia CC is not assuming any obligation or liability and the Traveller / Authorised Travel Agent indemnifies African Elegance Tours & Safaris Namibia CC against any consequences of non-compliance.
13. It is recorded that the agreement may contemplate a tour to an area(s) where the Traveller may be exposed to danger and the Traveller has agreed to execute a waiver of rights against African Elegance Tours & Safaris Namibia CC, its principals and others as an integral part of these Terms. The Traveller (which shall be deemed to include the heirs, executors, administrators or assigns of the Traveller) does hereby irrevocably waive and abandon all and whatsoever rights which the Traveller may have against African Elegance Tours & Safaris Namibia CC, in consequence of any loss, damage, injury, death or otherwise of whatsoever nature and howsoever arising which may be sustained directly or indirectly by the Traveller in consequence of any act of omission or commission by African Elegance Tours & Safaris Namibia CC or other in consequence of the conclusion of the agreement and the Traveller undertaking the tour contemplated in the agreement (which will comprise of these Terms and the Booking Confirmation Form). In no way derogating from the foregoing, the Traveller / Authorised Travel Agent hereby indemnifies, holds harmless and absolves African Elegance Tours & Safaris Namibia CC, its principals or others, from all and whatsoever claims which may be tenable by the Traveller / Authorised Travel Agent as aforesaid, irrespective of the nature thereof and howsoever arising.
14. The Traveller agrees that he/she will at all times comply with African Elegance Tours & Safaris Namibia CC's or other requirements in regard to his/her conduct, and he/she will not in any way constitute a nuisance to any other traveller on the tour.

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15. When the Traveller is travelling with persons under his/her authority, he/she warrants that he/she is authorized to bind every person to these Terms of the agreement.
16. These Terms constitute the entire terms of the relationship between the parties. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever regulating the relationship, and the Traveller / Authorised Travel Agent acknowledges that he/she has not relied on any matter or thing stated on behalf of African Elegance Tours & Safaris Namibia CC or otherwise that is not included herein.
17. Travelers / Authorised Travel Agents, who have special requests, must specify such requests in writing to African Elegance Tours & Safaris Namibia CC in the Booking Reservation Form. Whilst African Elegance Tours & Safaris Namibia CC will always endeavour to accommodate such requests, it does not guarantee that it will always be possible.
18. No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the Traveller / Authorised Travel Agent and a duly authorized representative of African Elegance Tours & Safaris Namibia CC.
19. No refunds will be considered in any circumstances whatsoever, although African Elegance Tours & Safaris Namibia CC may, in its sole discretion, consider a refund in the event of death or serious illness of the Traveller before the date of departure.
20. Any payments due by the Traveller / Authorised Travel Agent will incur interest, from the due date at a rate of 2% (two per centum) above the prime rate, charged by African Elegance Tours & Safaris Namibia CC's bank.

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21. The relationship between African Elegance Tours & Safaris Namibia CC and the Traveler / Authorised Travel Agent shall be governed according to the laws of the Republic of Namibia and shall be subject to the exclusive jurisdiction of the courts of the Republic of Namibia. Any action arising out of any agreement between the Traveler / Authorised Travel Agent and African Elegance Tours & Safaris Namibia CC may, at the election of African Elegance Tours & Safaris Namibia CC, be instituted in any Magistrate's Court, notwithstanding that the amount in dispute exceeds such court's jurisdiction and this agreement shall constitute the necessary consent as required by Section 45 of the Magistrate Court Act 32 of 1944.
22. If African Elegance Tours & Safaris Namibia CC instructs legal practitioners to collect any amount from the Traveler / Authorised Travel Agent that is owing to African Elegance Tours & Safaris Namibia CC, the Traveler / Authorised Travel Agent shall pay all costs associated with such action (irrespective thereof if action is instituted or not) on an attorney-and-own client scale, including collection charges and or any disbursements incurred, such as tracing charges.
23. The Traveller / Authorised Travel Agent chooses as his/her *domicilia et executandi* for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, arising from any transaction or claim, which is governed by these Terms, the physical address and e-mail address as set out in the Booking Form. Any notice given by any party to any other, which is transmitted via e-mail to the designated e-mail address in the Booking Form, shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the date of successful transmission thereof.
24. Privacy Policy: The Traveller / Authorised Travel Agent acknowledges that African Elegance Tours & Safaris Namibia CC will be collecting personal information as well as special personal information, i.e. credit card information where applicable, passport details, address and contact details, etc. This is required in order to secure bookings with third party service providers.
25. If the Traveller / Authorised Travel Agent does experience difficulties and/or has a complaint, he/she will need to bring this, in writing, to the attention of the General Manager of African Elegance Tours & Safaris Namibia CC, within 7 (seven) days of the incident, and African Elegance Tours & Safaris Namibia CC will assist the Traveller / Authorised Travel Agent as far as possible, to resolve same.

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26. Any claim the Traveller / Authorised Travel Agent has with a third-party service provider/supplier, must be taken up directly with the third-party provider/supplier.
27. Lodging of claims (excluding travel insurance claims) may be made with the Travellers' / Authorised Travel Agent's travel consultant, in writing within 7 (seven) days of the incident giving rise to the claim, but is at the sole discretion of the principal, and in all cases the principal's terms and conditions apply in conjunction with African Elegance Tours & Safaris Namibia CC's Terms and Conditions. No claims will be entertained after the expiry of the 7 (seven) day period. Should the Traveller / Authorised Travel Agent fail to submit his/her claim to African Elegance Tours & Safaris Namibia CC within the said 7 (seven) day-period, then the Traveller / Authorised Travel Agent will be deemed to have waived such claim.
28. African Elegance Tours & Safaris Namibia CC shall not be liable whether for breach of agreement or negligence for any type of loss, damage, accident or injury, however arising, unless the loss, damage, accident or injury despite such loss, damage, accident or injury being caused by the gross negligence of African Elegance Tours & Safaris Namibia CC. Should, despite the aforesaid provisions of this clause, African Elegance Tours & Safaris Namibia CC be held liable for any loss, damage, accident or injury, African Elegance Tours & Safaris Namibia CC's liability shall be limited to the fee earned by African Dream Travel Namibia CC from the Traveler / Authorised Travel Agent for the specific instruction.
29. African Elegance Tours & Safaris Namibia CC shall not in any circumstances be liable for any consequential or indirect loss however caused or arising.
30. Each term or condition of these Terms and Conditions shall be separate and separately enforceable from the other Terms and Conditions herein and shall in no way be limited or restricted by reference to or inference from any other Terms or Conditions. If any term or condition herein, shall be found to be illegal or unenforceable then the remaining Terms and Conditions hereof shall be and remain binding.

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31. Should African Elegance Tours & Safaris Namibia CC appoint a tour guide in respect of any tour, then the Traveller shall be obliged to comply with all reasonable instructions of such tour guide. African Elegance Tours & Safaris Namibia CC reserves the right to terminate the tour of any Traveller who wrongfully or unlawfully fails to adhere to the reasonable instructions of an appointed tour guide, and/or causes any wrongful disruption, disturbance or nuisance to any other traveller, tour group or service provider.
32. The Traveller shall comply with the general codes of conduct as issued by African Elegance Tours & Safaris Namibia CC, from time to time, including any prohibition on smoking imposed on any places and/or venues on any tour.
33. The Traveller / Authorised Travel Agent shall be solely responsible for ensuring that he/she is physically and mentally capable of undertaking the tour and participating in any of the activities that constitute the tour's itinerary.
34. Unless otherwise specifically agreed to by African Elegance Tours & Safaris Namibia CC, in writing, all payments made by the Traveller to African Elegance Tours & Safaris Namibia CC, must be made into the following bank account:

Account Name:	AFRICAN ELEGANCE TOURS & SAFARIS CC
Bank Name:	Nedbank Namibia Limited
Account Number:	11990698467
Branch Code:	461-071
Branch Name:	Corporate Centre Windhoek
Swift Code:	NEDSNANX

All bank charges / fees relating to any deposit(s) will be for the Travellers' / Authorised Travel Agent account and shall be paid in addition to the amount due to African Elegance Tours & Safaris Namibia CC.

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I, the Traveller / Authorised Travel Agent, have read the complete content of the Terms and Conditions (1 to 34 above), fully understand the content and importance thereof and agree to be bound by the Terms and Conditions contained therein.

I, the Traveller / Authorised Travel Agent, am completely satisfied with the travel arrangements made and my decision is not based solely on the advice given by African Elegance Tours & Safaris Namibia CC.

I, the Traveller / Authorised Travel Agent, am 18 years of age or older.

SIGNATURE (Duly Authorised): _____

Full Name & Surname: _____

Passport / ID Number: _____

Residential Address: _____

E-mail Address: _____

Telephone Number: _____

Date: _____

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