

## **SOUTHBOUND TOURS STANDARD TERMS & CONDITIONS**

### **1. Contracting Parties**

1.1. The customers are either:

- 1.1.1. tour operator; who contracts with one or more Business/es (as defined in Clause 1.2), or
- 1.1.2. a travel agent, who contracts with one or more of SBT (as defined in Clause 1.2), on behalf of third party travelers (the client/s of such travel agent or tour operator); or
- 1.1.3. a traveler/s, booking contracting in his/her/its personal capacity, with one or more of SBT (as defined in Clause 1.2).

1.2. Southbound Tours (hereafter referred to as SBT), is a business incorporated in accordance with the Company Laws of Namibia, Registration Number CC/2017/06705. SBT is a registered member of the Namibian Tourism Board.

1.3. SBT possesses all licenses and permits necessary to conduct business as a tour facilitator in Namibia.

1.4. The customer chooses as its/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 and conditions, the physical address and email address set out in the customer particulars schedule. Any notice given by any party to any other, which is transmitted by email copy to the addressee at the addressee's email address for the time 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.

### **2. Exclusion of Liability, Suppliers Terms & Risk**

2.1. SBT utilize the products of various travel suppliers ("the Tour").

2.2. The booking of the supply of the products or services may be in SBT name, or the supplier may undertake to supply the product to SBT, but it is unequivocally understood between SBT and the supplier that SBT will not make use of the supply or provide the product to the traveler. The supplier is obliged to render the product, paid for by SBT to travelers whose names will be furnished to the supplier in due course by SBT. Thus the supplier knows that the products, to be rendered in the future, will be rendered to travelers in terms of the agreement it has with SBT. Moreover, the supplier knows that if it renders the future products to the traveler, satisfactorily, this will constitute performance in terms of the agreement with SBT, discharging the supplier's obligation towards both SBT and the traveler, the latter of whom will be the recipient.

2.3. While SBT makes every effort:

- 2.3.1. to engage quality suppliers among the airlines, hotels, lodges, resorts, tour operators and other service providers to provide the travel products making up the Tour featured in this brochure or itinerary; and
- 2.3.2. to ensure that the various services making up the Tour will be carried out efficiently and as specified,

it does not have direct control over the provision of services, products or food by suppliers and shall not be liable for any loss, damage, injury, death, additional cost, accident, delay, irregularity that may be occasioned by any error or default, act or omission of any supplier in carrying out the arrangements of the Tour, or otherwise in connection therewith.

2.4. SBT accepts no liability for:

- 2.4.1. changes, omissions or delays before or during the course of the Tour occasioned

by technical difficulties, weather conditions, communication breakdowns or events beyond the control of SBT.

- 2.4.2. any cancellation or curtailment of the Tour as a result of the customer's personal circumstances, e.g. death, illness, injury and fears of political instability or epidemics.

"the Changed Circumstances Event/s".

All expenses occasioned by the Changed Circumstances Event/s, including but not limited to unscheduled extensions or curtailment of accommodation, changes to scheduled flights, additional airfares, telephone and meal costs, etc, will be for the customer's account.

- 2.5. If in the opinion of SBT the fulfilment of the Tour is considered impossible, illegal or inadvisable because of weather conditions, unrest, strikes, war, epidemics and/or any other adverse factors beyond SBT's control, SBT may at any time cancel the Tour or what remains of it or make alterations to the route, accommodation, price and/or any other aspect thereof as it deems fit, and any losses and expenses resulting from such cancellation or alteration shall be for the account of the customer.
- 2.6. All bookings are subject to the terms and conditions specified by the supplier of the services which make up the Tour. SBT will provide, on request, the identity of the supplier and such supplier's terms and conditions may include, but are not limited to, provisions regarding the cancellation fees or amendment fees applicable to confirmed reservations, refunds/no refunds for no-shows/ unused services; late booking fees; baggage allowances; confirmation of flights, etc. In the case of airlines, the general cancellation fee applicable to tickets issued, is 100% (one hundred per centum); the typical baggage allowance 20kg; extension of ticket validity is not permitted and the customer must reconfirm his/her flight within 72 hours prior to departure. In the case of accommodation facilities like hotels, lodges or resorts, the general cancellation fee applicable is 100% (one hundred per centum) if cancelled within 30 days from the tour start date; and from a period more than 30 days prior to the start of the tour, as in the supplier's cancellation policy.
- 2.7. Save in the event of willful misconduct or gross negligence by SBT, neither SBT nor its holding or parent company or representatives shall be liable for any loss, injury, death or damages, arising from the Tour.
- 2.8. SBT will not be responsible for any charges that appear on a traveler's credit card not levied/effected directly by SBT (e.g. a credit card charge by a hotel), nor accept responsibility for having any of these charges reversed or corrected upon the traveler's return to his/her country of departure/final destination.
- 2.9. Where the customer is a tour operator or travel agent, it is contracting with travelers, and that such traveler's participation in the Tour offered by SBT, is subject to these standard terms and conditions and provide a copy of same to the traveler's request. The travel agent, traveler or tour operator in question, indemnifies and holds SBT harmless against all claims for damages, loss, injury, death or expense, which any traveler may claim against SBT in the event that such claim is excluded under the terms and conditions set out herein.
- 2.10. Where the customer books travelers who are members of the customer's group, including but not limited to family members or minor children, friends, colleagues, the customer in question, in booking, indemnifies and holds SBT harmless against all claims for damages, loss, injury, death or expense, which any such member of the group may claim against SBT in the event that such claim is excluded under the terms and conditions set out herein. This indemnity shall be binding on the estate of the customer who so indemnifies SBT.

### **3. Quoted Prices & Price Variations**

#### 3.1. Prices quoted:

- 3.1.1. in the most current release of SBT brochure price schedule;
- 3.1.2. in any of SBT's scheduled escorted tour price schedules;

3.1.3. in any specific FIT or group quote issued SBT,

3.1.4. are:

- a) subject to adjustment in accordance with Clause 3.1(b), valid and guarantee by SBT, only for the period of validity as stated on the price schedule/quote in question;
  - b) subject to increase, forthwith on notice by SBT, in respect of any fuel surcharge and/or increase in entrance fees and/or government and/or regional levies and/or taxes, increase in supplier quotations.
- 3.2. SBT reserves the right to adjust prices, on expiry of any period of validity of a price schedule/quote issued by SBT, by way of a revised price schedule/quote, in accordance with, e.g. increases in airfares, hotel or lodge rates, transport costs and currency fluctuations.
- 3.3. Airfares are subject to the prices and conditions quoted by the airlines and cannot be guaranteed by SBT.
- 3.4. All information contained in SBT's brochure/itinerary and price schedules are to the best of the SBT's knowledge and belief true and correct, but the SBT accepts no liability for any errors/inaccuracies contained therein.
- 3.5. Terms and conditions, including any exclusion of bookings, or discounts applicable to minor children, are as set out in the specific price schedule, or quote.
- 3.6. Prices set out in the price schedule/quote, do not include any items or services not specified therein (and/or the brochure and/or STB's confirmation of booking). Typical items not included may be: a tour guide, airport taxes, costs of obtaining visas and passports, telephone calls, laundry, entertainment arrangements, gratuities and portage, meals and beverages, airfares or any other item of a personal nature not specified.
- 3.7. In the event of any conflict between these terms and conditions and the brochure terms and/or SBT's booking confirmation, the provisions of the brochure terms and/or the SBT's booking confirmation shall prevail.

#### **4. Reservations**

- 4.1. SBT does not accept any legal or contractual obligations in relation to conditional booking requests.
- 4.2. Once the customer makes an unconditional booking request, whether telephonically or by facsimile or email or on any web enabled booking system to SBT, SBT shall forward a written confirmation of booking by facsimile or email.
- 4.3. On transmission of SBT's confirmation of booking:
- 4.3.1. a binding contract between the customer shall result on the terms and conditions set out herein, read together with the relevant pricing schedule and/or quote and/or brochure itinerary and/or SBT's confirmation of the booking; and
  - 4.3.2. the customer shall be liable to pay the tour price as set out in the SBT's confirmation of booking (alternatively, the price schedule/quote applicable to such reservation).

#### **5. Payment and Penalty Fees**

- 5.1. Payment shall be due and payable by the customer on or before the time periods set out in SBT's booking confirmation.
- 5.2. Unless the booking confirmation specifies otherwise, the customer shall be liable to effect payment to SBT of:

- 5.2.1. a deposit of 30% of the total price.
- 5.2.2. the balance owing of the total price on the booking no later than 6 (six) weeks prior to departure,
- on presentation of SBT's invoice in respect thereof.
- 5.3. In the event of any reservation within 60 (sixty) days prior to departure, the total price shall be immediately due and payable on confirmation. Cancellation terms apply on confirmation as per 6.1 below.
- 5.4. In relation to all time periods stipulated for payment in the specific SBT booking confirmation, time shall be of the essence and SBT shall be entitled to cancel any reservation where payment (including deposits) has not been made by due date.
- 5.5. Where a deposit has been paid and the reservation is subsequently cancelled by the SBT, for failure to pay the balance outstanding, the deposit paid will be forfeited to the SBT.
- 5.6. Documentation and vouchers will only be delivered to the customer on receipt of payment in full and completed booking forms and travel declarations (if applicable) by SBT.
- 5.7. SBT will accept payment for all land arrangements in cash only. Payment by EFT will constitute a cash payment. Acceptance of cheque or Credit Card payments are in SBT's sole discretion and may be declined without explanation.
- 5.8. When payment is made in a different currency to the currency quoted in the brochure/quote, then acceptance of payment in a foreign currency must first be approved by SBT, and will be subject to the rate of exchange, applied by SBT's bankers at the time of receipt of payment. The customer shall be liable to effect payment to SBT of any shortfall (and SBT shall be responsible to reimburse the customer for any overpayment), resulting from exchange rate fluctuations.
- 5.9. SBT reserves the right to charge a booking fee and/or a admin fee which will be included in the total price.
- 5.10. SBT shall be entitled in its sole discretion to appropriate any amounts received by SBT from the customer towards the payment of any cause, debt or amount owing by the customer to SBT whatsoever. Each payment made by the customer to SBT, shall be applied firstly in respect of interest accrued and the balance, if any, shall be applied in reduction of the capital sum.
- 5.11. A certificate under the hand of any director / officer of SBT as to:
- 5.11.1.1. the existence and amount of any indebtedness at any time of the customer to SBT ("the debt");
  - 5.11.1.2. the fact that the due date for payment of the debt has arrived,
  - 5.11.1.3. the amount of interest accrued on the debt (calculated with reference a certificate obtained in terms of Clause 5.1.6);
  - 5.11.1.4. any other fact, matter or thing relating to the customer's debt and/or obligations, in terms of any booking or indebtedness between the customer and SBT,
- shall for the purpose of provisional sentence or summary judgement or any other proceedings against the customer in any competent court be:
- a. prima facie proof of the correctness of the matters stated therein;
  - b. deemed to be sufficient particularity for the purposes of pleading or trial; and

c. valid as a liquid document for those purposes.

5.12. Notwithstanding anything to the contrary herein, the customer shall be obliged to pay SBT the whole of the outstanding balance of its debt, together with accrued interest thereon immediately, and SBT shall be entitled to proceed for the immediate recovery thereof without prior notice to the customer and without prejudice to SBT's other rights in law and/or without prejudice to any claims which SBT may have against the customer arising from any breach of these terms and conditions or any booking, should:

5.12.1.1. The customer fails to pay any amount due by the customer to SBT in terms of this agreement on the due date for payment thereof; or

5.12.1.2. The customer fails to have any judgment granted against it set aside within 14 (FOURTEEN) days after the date on which any such judgment is granted against the customer; or

5.12.1.3. The customer breaches any material term hereof; or

5.12.1.4. The customer compromises or attempt to compromise with any of its creditors; or

5.12.1.5. The customer commits any act which, if committed by an individual, would constitute an act of insolvency; or

5.12.1.6. The customer be placed in liquidation or judicial management or being wound up, whether provisionally or finally and whether voluntarily or compulsorily.

## 6. Cancellation & Amended Booking Fees

6.1. In the event of the customers cancelling their reservation for any reason, such cancellation must be made in writing (or if made telephonically, confirmed forthwith in writing), in which event the customer shall be liable for:

6.1.1. SBT cancellation charges as follows:

60 days or more prior to travel date	:	25% of total price
30-60 days prior to travel date	:	50% of total price
15-30 days prior to travel date	:	75% of total price
0-30 days prior to travel date	:	100% of total price
No show	:	100% of total price

6.1.2. Any further special cancellation charges that, e.g. may apply for peak periods, as is set out in SBT booking confirmation (which shall take precedence and substitute the cancellation charges due in terms of Clause 6.1.1);

6.1.3. All cancellation charges of the supplier/s of the products and services, to which the booking relates, save that the liability of the customer shall be in respect of the greater of either the cancellation charges in respect of this Clause 6.1.3, or the cancellation charges due in terms of Clause 6.1.1 or 6.1.2 (as the case may be).

6.2. Amendments and all cancellations enroute must be made with SBT directly. The customer shall be liable for all costs (including repatriation and the administrative fees of SBT incurred as a result of any enroute cancellations, by the customer including but not limited to cancellation because of ill health, injury or death.

6.3. SBT have the right to charge for amendments to reservations at a change fee of:

6.3.1. Amendments received 30 (thirty) days or more prior to departure: NAD 750 (excl. VAT) per hour for each alteration made to the booking after the initial reservation plus SBT and/or suppliers published administration charges (from time to time), will be levied on all documentation or vouchers submitted for re-issue or refund.

6.3.2. Amendments received within 30 (thirty) days prior to departure: The applicable cancellation charge, as set out in Clause 6.1.1 or 6.1.2 (as the case may be), will be levied as the change fee.

6.4. No refunds will be made for no-shows, or any unused services irrespective of whether they form part of the basic inclusive tour price, or whether they are in respect of pre- booked or optional arrangements.

## **7. Changes to Hotels, Lodges, Resorts, Coaches, Vehicles & Other Services**

7.1. The products and services included on all booking itineraries, are subject to availability. SBT reserves the right to substitute hotels or coach operators, flight operators or other services listed with others of the same or next available higher or lower category, at no additional cost to the traveler, even after commencement of the tour.

7.2. SBT reserves the right to use smaller or larger vehicles on scheduled escorted tours should final traveler numbers justify such change.

## **8. Accommodation**

Unless specifically stated otherwise in the brochure itinerary, pricing schedule or quote, all accommodation is based on 2 (two) people sharing a twin-bedded room. Restrictions on the number of adults and/or children per room, are as stated in the specific quotation or supplier's terms and conditions, which restrictions are available on request. Specific room/bed requests are subject to availability and additional costs at the time of enquiry.

## **9. Special Requests**

Special requests must be made at the time of booking. SBT will endeavor to comply with the special requests, which will be for the cost of the traveler, but cannot guarantee that such requests will be met.

## **10. Travel Documents, Passports, Visas, Vaccinations, Inoculations and Re-entry Permits, Safety Gear and International Driver's Licenses**

10.1. All travelers will be personally responsible for ensuring that they are in the possession of and have complied with:

10.1.1. the correct travel documentation, including passports valid for the minimum period after the tour, required by law in each country the traveler will visit;

10.1.2. the correct visas/re-entry permits, valid for the countries visited - the visa costs incurred are for the passenger's own account; and

10.1.3. health, foreign exchange, and other legal requirements

10.2. SBT shall not be responsible for any consequences whatsoever should the traveler fail to ensure that he/she has complied with the necessary health, safety, passport, visa, re-entry permits, or other legal requirements. Due to the constantly changing requirements of each country, SBT shall not be responsible or liable for any information, which it or its representative may furnish to the traveler in relation to the above. The onus shall remain on the passenger at all times to ensure that he/she has complied with such requirements.

10.3. If a traveler intends to drive a rental car, he/she should obtain an international driving permit from his/her local transport authority. The traveler must also be in possession of his/her local driving license and produce same at the car rental check-in counter.

## **11. Insurance**

11.1. All travelers are advised to and are solely responsible to take out comprehensive travel insurance and to familiarize themselves with any exceptions and conditions as may be imposed by the insurance Business/es or underwriters issuing the policy of insurance which they select. SBT shall not be responsible or liable:

- 11.2. for any information which it or its representatives furnish in relation to travel insurance; or
- 11.3. for filing/prosecuting a claim on the traveler's behalf against any insurer/underwriter who has issued a policy to the traveler;
- 11.4. for any claim disputed/rejected by the insurers.

**12. Travel Declarations**

SBT requires that all foreign payments that are made on behalf of any South African or Namibian travelers, must be deducted from the traveler's foreign exchange allowance. A currency declaration to this effect must be lodged before final documentation can be released.

### **13. Jurisdiction**

- 13.1. All matters arising from or in connection with these terms and conditions and any contract concluded by the customer with SBT, their validity, existence and termination shall be determined in accordance with the laws of the Republic of Namibia.
- 13.2. If any dispute, controversy or claim arising out of or relating to the existence, interpretation, validity, application, breach or termination of this agreement occurs between the parties, they agree to attempt resolving such dispute, controversy or claim through mediation with ADR Forum before pursuing any other proceedings. Any party to such dispute, controversy or claim may serve written notice on the other or others of its desire to resolve a particular dispute, controversy or claim by mediation. The mediator shall be appointed by ADR Forum and conducted in Namibia at a place to be determined by the mediator in English according to the mediation rules of ADR Forum. If such dispute, controversy or claim has not been resolved within thirty days of the notice of desire to mediate, any party may terminate the mediation and proceed to arbitration according to the arbitration rules of ADR Forum. Nothing herein shall preclude any party from seeking interim relief in a court pending such mediation and/or arbitration.
- 13.3. Either party may appeal the decision of the arbitrator or arbitrators in terms of the ADR rules for commercial arbitration.
- 13.4. Nothing herein contained shall be deemed to prevent or prohibit either party from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.
- 13.5. Any arbitration in terms of this Paragraph 13 shall be conducted *in camera* and the parties shall treat as confidential and not disclose to any third party details of the dispute submitted to arbitration, the conduct of the arbitration proceedings or the outcome of the arbitration, without the written consent of the other party.
- 13.6. The provisions of this Paragraph 13 will continue to be binding on the parties notwithstanding any termination or cancellation of any contract concluded by the customer with SBT.

### **14. General Terms**

- 14.1. SBT 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 have been made or agreed or implied by reference to any other writing, advertisement or conversation.
- 14.2. No indulgence, which SBT may grant to any party, shall constitute a waiver of any of the rights of SBT who shall not thereby be precluded from exercising any rights against the customer and/or the traveler which may have arisen in the past or which might arise in the future.
- 14.3. 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.
- 14.4. Should SBT appoint a tour guide in respect of any tour, then the traveler shall be obliged to comply with all reasonable instructions of such tour guide. SBT reserves the right to terminate the tour of any traveler, who wrongfully or unlawfully fails to adhere to the reasonable instructions of an appointed tour guide, and/or causes any wrongful disruption, danger, disturbance or nuisance to any other traveler, tour group or service provider.



- 14.5. All travelers shall comply with general Codes of Conduct as issued by SBT from time to time, including any prohibition on smoking imposed on any coaches and at any hotels/venues on any tour.
- 14.6. The customer shall be solely responsible for ensuring that he/she is physically and mentally capable of undertaking the journey and participating in the activities that constitute the tour itinerary.

## **Special Conditions – Southbound Tours (SBT)**

### **1. Undertaking**

SBT undertakes to provide all services offered subject to the terms and conditions set out herein, which terms and conditions are accepted by the guest.

#### Contracting Parties

- 1.1. The customer is either:
  - 1.1.1. a travel agent, or tour operator, who contracts with SBT on behalf of third party travelers (the client/s of such travel agent or tour operator); or
  - 1.1.2. a traveler/s, booking contracting in his/her/its personal capacity, with SBT
- 1.2. Southbound Tours (hereafter referred to as SBT), is a business incorporated in accordance with the Company Laws of Namibia, Registration Number CC/2017/06705. SBT is a registered member of the Namibian Tourism Board.
- 1.3. SBT possesses all licenses and permits necessary to conduct business as a tour facilitator in Namibia.

The customer chooses as its/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 and conditions, the physical address and facsimile number set out in the customer particulars schedule. Any notice given by any party to any other, which is transmitted by facsimile copy to the addressee at the addressee's facsimile address for the time 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

## **2. Definitions**

- 2.1. Southbound Tours (hereafter referred to as SBT), is a business incorporated in accordance with the Company Laws of Namibia, Registration Number CC/2017/06705. SBT is a registered member of the Namibian Tourism Board.
- 2.2. "Services" means the provision of accommodation and/or transportation and /or meals and/or activities as offered by SBT.
- 2.3. "Client" means individuals, groups, companies or others legal persons using the service of SBT.
- 2.4. "Pax" means passengers travelling.
- 2.5. "Arrival date" shall mean the scheduled date of arrival of the traveler(s) in Namibia.

The headings appear for reference only shall not influence interpretation of this agreement.

## **3. Tour Pricing**

- 3.1 Current prices and services are detailed on the rates provided, as contracted, and are quoted in Namibian Dollars(N\$) unless otherwise stipulated. SBT 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 rates are calculated inclusive of VAT if applicable at the time or applicable for the specific product/service.
- 3.3 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 traveler, which incur extra costs, are for the clients or travelers account, as the case may be.

## **4. Reservation**

If the client makes a booking on behalf of any party, the client warrants to SBT that the client is authorized by such traveler to make reservations on behalf of such traveler and is acting as such traveler's agent and in so doing, binds such party to these conditions.

Upon the reservation being accepted by SBT, the client warrants that the traveler has been informed of and is bound by the terms and conditions set out herein. The client indemnifies and holds SBT harmless against all claims for damage, loss, injury and death which any traveler may claim against SBT if such claim is excluded in terms hereof.

## **5. Payment Terms**

The client shall pay a deposit of Thirty per cent (30%) of the tour price to SBT on booking the tour to secure the services. Final payment is due and payable 45 days prior to the commencement of services or departure.

In the event of any reservation being made within 60 days prior to departure, the total price shall be immediately due and payable within 72 hours. All Scheduled Tours booked within 60 days are subject to availability and are not guaranteed

SBT expressly reserves the right to cancel any reservation where payment has not been made on the due date, without prejudice to claim compensation for all possible damages suffered due to the clients breach and the client hereby expressly accepts such rights

When payment is made in a different currency to the currency quoted in the brochure/quote, then acceptance of payment in a foreign currency must first be approved by SBT, and will be subject to the rate of exchange, applied by SBT' bankers at the time of receipt of payment. The customer shall be liable to effect payment to SBT of any shortfall (and SBT shall be responsible to reimburse the customer for any overpayment), resulting from exchange rate fluctuations.

Southbound Tours CC  
FNB Namibia  
Branch: Maerua Mall  
Account No: 62266780347  
Branch Code: 282672  
SWIFT Code: FIRNNANX  
Account Type: Cheque  
Windhoek, Namibia

## **6. Booking Conditions**

It is strongly recommended that all clients take out comprehensive travel insurance including medical cover, as well as cancellation and curtailment covers, as SBT does not cover this.

- 6.1 Should the traveler fail to join a tour, join it after departure or leave it prior to completion, no refund will be made and no credits granted. Travelers should ensure that they at all times have appropriate insurance cover.
- 6.2 SBT shall not be liable for any loss, damage, death or expenses of any nature whatever suffered by the client or any traveler arising from:
  - a) The loss of or any damage to property;
  - b) The cancellation or curtailment of any tour;
  - c) Sickness, quarantine, weather conditions, war, death, epidemics, riots, and/ or any other cause of any nature whatever, however caused and whether as a result of SBT negligence or otherwise.
- 6.3 Travelers may not carry any unlawful articles or substances whilst travelling in Southern African Region. Should any traveler contravene the aforesaid prohibitions, SBT will be entitled to immediately exclude the offender from the tour and such traveler will be responsible for his or her own repatriation and all costs associated therewith. SBT will under no circumstance assist any such offender in any dealings or negotiations with any authority.
- 6.4 Should SBT appointed/hired driver or tour guide or pilot in respect of any tour, then the traveler shall be obliged to comply with all reasonable instructions of such driver, tour guide or pilot. SBT reserves the right to terminate the tour of any traveler who wrongfully or unlawfully fails to adhere to the reasonable instructions of an appointed driver or tour guide, and/or causes any wrongful disruption, disturbance or nuisance to any other traveler, tour group or service provider.
- 6.5 SBT reserves the right to alter or substitute routes, refreshments, meals, accommodations, itineraries, tours, services, vehicles and/or other arrangements should conditions necessitate. SBT will offer substitutes of equal value and will inform the client of any known changes before departure.

## **7 Transportation**

- 7.1 In the event of SBT sub-contracting a vehicle or aircraft, it is agreed that the vehicle or aircraft operator shall act as an independent contractor, and subject to the sub-contractors liability cover.

- 7.2 The customer, in a sub-contracted vehicle agrees to indemnify SBT against any claim for damages, death or injury.
- 7.3 Transportation is in touring vehicles, coaches or aircraft appropriate to the requirements of the tour. SBT reserves the right to utilize smaller vehicles or aircraft on its scheduled or private tours should the number of passengers participating reduce sufficiently to warrant this. All scheduled tours including all Day Tours are strictly a minimum of 2 passengers travelling.
- 7.4 It is obviously not possible for all travelers to occupy front row seats or window seats throughout the tours. So as to have as many passengers as possible enjoy front row or window seats, SBT tour guides, drivers and pilots have been instructed to implement a policy of rotation of seats on different sectors.
- 7.5 Single Passengers on a scheduled tour will be charged for the price of 2 pax travelling, however if 45 days out, additional pax are booked onto the same tour, the additional cost will be credited back to the passenger.

## **8 Delays**

SBT shall not be responsible for the consequences of any delays whether arising from accidents, weather, breakdowns, or any other cause whatsoever.

## **9 Standards and Safety**

SBT undertakes that;

- 9.4 Vehicles and aircraft provided are large enough to accommodate the number of guests and luggage.
- 9.5 All drivers/guides are licensed in terms of local legislation.
- 9.6 All vehicles comply with relevant safety regulations.

## **10 Passports and Visas**

The onus is on the traveler 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.

## **11 Luggage**

One standard set of luggage, comprising one soft luggage and one back pack per person is allowed. Luggage should be clearly marked. SBT accepts no responsibility for loss or damage to luggage or personal property from whatsoever cause arising. Guests are advised to take up adequate insurance cover. The total weight should be no more than 20kg except if specifically allowed on the itinerary.

## **12 Right of Admission Reserved**

SBT reserves the right at its discretion to decline to accept or retain any person as a guest. Guests shall obey every lawful instruction of any employee of SBT.

## **13 Smoking**

In accordance with international practice and as a courtesy to non-smoking passengers, the traveler's cooperation is required in implementing a policy of prohibiting smoking on vehicles and aircraft. At no time and under no circumstance is smoking permitted on vehicles and aircraft. The guide will ensure that sufficient comfort stops are made to enable travelers to smoke when travelling by road and if practical and safe to stop.

## **14 Accommodation**

Accommodation is as specified in the itinerary or brochure and is based on two people sharing a twin bedded room. The use of specific accommodation is subject to availability. SBT reserves the right to make use of alternative accommodation. This will in no way affect the price of the tour.

## 15 Meals

Meals included are as specified in the tour itinerary. Please check the applicable itinerary for details

Should the reservation be cancelled, the following cancellation fees will be due and payable. All cancellations must be made in writing and shall be effective only on the date which SBT receives the notice of cancellation –

## 16 Cancellation Fees

Should the reservation be cancelled, the following cancellation fees will be due and payable. All cancellations must be made in writing and shall be effective only on the date which SBT receives the notice of cancellation –

### 16.1 Scheduled Tours:

All percentages refer to the total booking value

60 days or more prior to travel date	:	25% of total price
30-60 days prior to travel date	:	50% of total price
15-30 days prior to travel date	:	75% of total price
0-30 days prior to travel date	:	100% of total price
No show	:	100% of total price

100% cancellation fees will be charged for any no-show.

All scheduled tours are available on free sell 60 days before departure and bookings within 59 days are subject to availability and not guaranteed,

## 17 Child Policy

### 17.1 All Scheduled and Private Tours

Children under the age of 7 will not be accepted, except specific tours as well as when booked on private basis.

- Bookings on scheduled tours are strictly subject to the availability of child-friendly accommodation at the time of the request.
- Children between 7 and 11 will qualify for a specific % reduction off the applicable per adult sharing rate, should that child share its accommodation with two adults. This amount differs between various accommodation providers.
- A child of 12 years and older will be charged the full applicable adult per person rate on all services provided.
- No more than one child per room sharing with two adults will be possible.
- Children who occupy their own room, if allowed by the accommodation facility, will be charged the full applicable per adult sharing rate.

- Children on the scheduled tours are subject to availability from properties.

17.2 Scheduled and Private Tours – Botswana/ Zimbabwe/ Zambia Guided and Private Tours:

- Botswana: Children under the age of 12 years will not be accepted except on private basis.
- Zimbabwe/ Zimbabwe: Children under the age of 16 years will not be accepted due to walking safaris conducted in wilderness areas, except when booked on a private basis.
- The minimum age for a private safari will be 12 years, except if a tailor made private tour is booked where specific accommodation and services are booked where it is allowed.

## **18 Responsibility**

SBT is not responsible for any damages sustained by any guest as a result of any act or omission whatsoever of any hotel, airline or other person.

SBT 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 SBT, the supplier, any servant or agent of SBT or any supplier, whether as a result of negligence or otherwise. The client and the traveler shall be deemed to have waived, renounced and abandoned any and all rights and entitlements to which the client and the traveler may be entitled under the provision of the law of the Republic of Namibia for any loss of life or damage to person and/or property.

## **19 Law**

The law of Namibia shall govern the relationship between SBT and the client/s and the courts of the Republic of Namibia, (where applicable )shall have sole jurisdiction in respect of any claims and/or disputes which may arise between SBT and the client/s or Agent.