

Terms and Conditions

1. Booking your Tour

- a) The terms and conditions set forth herein is done so by ExecuTour Namibia ('the Company'), and all bookings are subject to these terms and conditions.
- b) All communications by the Company in relation to your tour will be sent to the email address stated on the booking form.
- c) All bookings must be made through an authorised representative of the Company. At the time of booking the Company booking form must be completed and submitted together with a deposit of 50% of the total cost of the booking.
- d) Receipt of the deposit and booking form by the Company does neither guarantee nor imply confirmation of the booking. No booking shall be confirmed until the Company issues a written notice. The Company reserves the right to refuse a booking without giving any reason and shall in that event return any deposit received.
- e) Your trip must be paid in full at least eight weeks before the departure date. If payment is not received by the due date, the Company reserves the right to cancel the booking and retain the deposit. The person who signs the booking form guarantees payment of the total amount shown on the booking form in accordance with these conditions. It is the responsibility of the signatory to ensure the Company receives payment in full by the due date. No reminders will be sent.
- f) If you book within eight weeks of your departure date payment must be made in full at the time of booking.
- g) All special requests, such as dietary requirements, should be noted on the booking form.
- h) The Company will provide the services as set out and confirmed in writing.

2. Price Policy

- a) The Company is under no obligation to furnish a breakdown of the costs involved in a tour.
- b) The price quoted for any tour covers the cost of the planning, the organisation and carrying out of the trip, including group equipment, supplies, accommodation, administration and staff, except for the following, for which you must be responsible: vaccination fees, travel insurance, cost of travel to and from the start / return point of your tour including your international flights (if excluded), cost of passport and visas, personal equipment and personal expenses while on the trip and any other expenses specifically excluded on the trip description and/or Confirmation invoice.
- c) The price quoted for any tour should reflect in full in the Company's bank account. Any bank charges on your side regarding payment, and fees on the side of the company regarding receiving foreign currency will be borne by you. Should you pay too much in your effort to assure that the Company receives the full amount, the difference will be refunded to you.

- d) We reserve the right to make changes to and correct errors in quoted prices at any time before your trip is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.
- e) The Company reserves the right to notify you of any increase in price before accepting your booking.
- f) After a Confirmation Invoice has been issued, unless you choose to pay for your tour in full at the time of booking, the price of your holiday is subject to the possibilities of surcharges in certain limited circumstances. However, a surcharge will only be levied to allow for variations in taxes or fees chargeable for services such as landing taxes at airports, the exchange rate applied to the particular package or if the government or regulatory body introduce an increase of taxes. Even then, the Company will absorb an amount equal to 2% of your tour price (excluding insurance premiums and amendment charges) before passing on any surcharge to you. Only amounts in excess of this 2% will be surcharged. Surcharges will be notified by a revised Confirmation Invoice sent to you.
- g) If a surcharge would increase the total holiday price shown on your original Confirmation Invoice by 10% or more, you may cancel your booking within seven days of the date of issue of the revised Invoice and obtain a full refund of all payments made to the Company and any amendment charges previously incurred.
- h) Optionally, you may choose to pay for your holiday in full at the time of booking, in which case your holiday price will be fixed at the cost quoted by the Company at the time. To qualify for this benefit you should return the Confirmation Invoice to the Company with full payment to reach the Company within 7 days of the date printed on the Confirmation Invoice.
- i) The financial commitments offered above by the Company mean that the Company is not able to reduce the holiday prices should the value of the Namibia Dollar strengthen.

3. Cancellation and Changes by the Company

- a) The itinerary is a guide to which we will attempt to adhere, but occasionally, although very seldomly, it may be deemed necessary to make changes to your tour as a result of circumstances or events outside our control such as adverse weather or road conditions or any of those amounting to Acts of God (*Force Majeure*), or due to the operating conditions imposed by owners and operators of accommodation, facilities and transport. The Company reserves the right to do so at any time, and you will be notified of any changes at the earliest possible opportunity. Your itinerary will, however, be the same in content as far as is reasonably possible, unless circumstances beyond our control make this impossible. If a major change to your tour is necessary, providing it does not arise from circumstances beyond the Company's control, you may choose:
 - i. to accept the change of arrangements.
 - ii. to purchase another tour from us.
 - iii. to cancel your holiday.
- b) No alterations to your tour will be made for minor changes. Minor changes include minimal changes to departure and arrival times, changes to the type of motor vehicle or aircraft used, and restaurant changes to a comparable or superior standard.
- c) Major changes include cancellation, delays in departure or return by more than 12 hours, and accommodation changes to an inferior standard of accommodation.
- d) No alterations to your tour will be made for changes or cancellations caused by *Force Majeure*, war, threat of war, riot, civil strike, industrial dispute, terrorist activity, natural or man-made disaster, fire, technical problems to transport, closure or congestion of airports, strikes or other industrial action, adverse weather conditions or any other event beyond the Company's control. Except where otherwise expressly stated in these booking

conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of *Force Majeure*. It is essential that you take out adequate travel insurance.

- e) The Company reserve the right to cancel your tour at any time before the date of departure, even after a confirmation notice has been sent. If your tour is cancelled the Company will refund in full the money you have already paid. No compensation will be payable.
- f) Transportation is subject to the terms and conditions of carriage of the supplier or airline, some of which may limit or exclude liability. These conditions are often the subject of the supplier or airline's terms and conditions or agreement between countries. Copies of the conditions of said airline which apply to your tour, will normally be found on the airline's tickets.
- g) If you fail to pay the balance of the holiday price at least eight weeks before departure, the Company will treat the booking as cancelled and levy the cancellation charges set out below
- h) The company also has the right to refuse any person as a member of the tour, if in their opinion that person could endanger the health, safety and enjoyment of others on the tour. In any of the events mentioned above, the company's sole liability and the client's sole remedy will be limited to a refund of any monies paid, less the amount for services already utilised plus administrative fees.

4. Cancellation and Changes by You

- a) You may cancel your holiday at any time providing you notify the Company in writing. The following charges will be levied on any cancellation when notifying within the periods before the tour of:
 - i. 8 weeks or more 50% of Deposit
 - ii. 30 days – 8 weeks 100% of Deposit
 - iii. 15 – 30 days 80% of Tour Cost
 - iv. 1 – 15 days 100% of Tour Cost
- b) After the itinerary is confirmed, the client is permitted free of administration charges for amendments, though will be liable for any added cost this may add to the tour, including airline charges, accommodation, suppliers, etc.
- c) A change of tour dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. Changes may result in the recalculation of the tour price where, for example, the basis on which the price of the original tour was calculated has changed.

5. Delays

- a) Unless airline tickets have also been booked by the Company and included in your complete tour, we regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. It is the airline or carrier that may be required to pay you compensation and/or refund the cost of your flight and/or provide you with accommodation and/or refreshments in the event of a significant delay or cancellation. However, we have no liability to make any such payments to you and you must pursue the airline or other transport operator concerned for any payment which may be due.

6. Our Responsibilities

- a) We promise to make sure that the tour arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, your contracted trip arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted trip arrangements.
- b) Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).
- c) The Company does not own or manage the aircraft, accommodation, restaurants and other facilities used in conjunction with the tours arranged. While the Company has exercised care in selecting providers of travel, accommodation, restaurants and other facilities, the Company have not necessarily had the opportunity to inspect and do not represent that such aircraft, accommodation, restaurants, and other facilities and services have been inspected.
- d) The Company is not responsible if you or any member of your party suffer death, illness or injury as a result of any failure to perform or improper performance of any part of our obligation to you where such failure is attributable to:
 - i. the acts and/or omissions of any member of the party.
 - ii. those of a third party not connected with the provision of your tour.
 - iii. an event which neither the Company nor the service provider could have foreseen or prevented even with due care.
- e) Should any member of your party suffer illness, injury, death, loss (including loss of possessions and loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever through misadventure arising out of an activity, which does not form part of the tour the Company has arranged for you, the Company cannot accept liability. The Company will offer general assistance where appropriate.
- f) In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you. Many of your trip arrangements are provided by regional companies. These companies share our name by virtue of shared standards and branding and due to our investment in them, but they are separate legal entities and are not subsidiaries of or otherwise legally connected with us other than as suppliers of services included in your tour. They operate entirely independently of the Company and have their own terms and conditions.
- g) Where the Company is found liable for loss of and/or damage to any luggage or personal possessions, including money, the maximum amount we will have to pay is 10 000 NAD per person affected - unless a lower limitation applies to your claim under this paragraph. You must ensure you have appropriate travel insurance to protect your personal belongings.
- h) For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under paragraph below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your trip.

- i) Please note, the Company cannot accept any liability for any damage, loss, expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or which did not result from any breach of contract or other fault by the Company or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses including self employed loss of earnings.
- j) The Company regret that no refund will be made on unused tickets where travel, sporting event or other types of ticket, unless a refund can be obtained from the supplier or airline.

7. Your Responsibilities

- a) You are responsible for arranging your own travel insurance. Details of all insurance policies held by each member of your party must be provided seven days prior to the tour commencement day. You cannot be accepted on the tour without sufficient proof that personal policies have been arranged. Please ensure that your insurance cover applies to the specific activities you are booking and which are confirmed on the Confirmation Invoice. It is also important to have adequate insurance which will cover cancellation costs from the date of booking as well as medical expenses, including evacuation and repatriation.
- b) Before departure each member of the party must have a valid passport, visas and all necessary travel and health documentation for the countries they are touring. All costs incurred in obtaining such documentation must be paid by them. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on the Company, you will be responsible for reimbursing us accordingly.
- c) You are responsible for checking-in for flights at the correct time and for presenting yourself to take up all pre-booked components of your tour. The Company cannot accept responsibility for clients missing flights as a result of late check-ins, and no credit or refunds will be given if you fail to take up any component of your tour. No credit or refunds will be given for lost, mislaid or destroyed travel documents.
- d) By booking a tour with the Company you undertake to behave in an orderly manner and not to disrupt the enjoyment of others on tour with you, nor to do anything to bring the reputation of the Company into disrepute. If you breach this clause your tour will be terminated with immediate effect and the Company will have no further contractual obligation to you. The Company will be entitled to recover from the offending party and/or the person who signed the booking form compensation for any damage caused.
- e) Please advise us of any special requests prior to making your booking. Where possible, we will endeavour to meet or arrange for our suppliers to meet any such request. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied (where it is possible to give this) where it is important to you.
- f) It is the responsibility of the person who signs the booking form to disclose any pre-existing medical conditions that members of their party may have that may affect the arrangements of the tour. In such an event you must contact us before you submit your Booking form so that we can assist you in considering the suitability of the trip for you.

- g) All equipment and personal effects shall be all times and in all circumstances at the owner's risk. The Company cannot accept responsibility for any loss or damage or delay to your luggage or effects unless directly caused by the negligence of one of our representatives.
- h) You accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss - reasonably estimated if not precisely known - must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against the Company and all costs incurred by us - including our own and the other party's full legal costs - as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

8. Conditions of Suppliers

- a) Suppliers, including transport operators, provide their services in accordance with their own terms and conditions. These terms may limit or exclude their liability to you in the event of death, personal injury, delay or loss / damage of personal possessions, etc.

9. Complaints

- a) If you have a problem during your tour, please inform the relevant airline, hotel, local agent or other suppliers immediately so that they can endeavour to put things right. Any verbal notification must be put in writing. If you cannot resolve the problems, you must contact the Company office so that they are given an opportunity to help. The Company will not hold themselves responsible for the non-performance of an itinerary through causes beyond their control or when they are not notified of a problem at the point where remedial action can be taken. In the unlikely event that a complaint cannot be resolved at the time, you should write to the Company within 7 days of returning home, giving your original booking reference number and all other relevant information. If you fail to take any of these steps you will hinder the Company's ability to put any problem right and/or investigate it fully and any right you have to receive compensation will be reduced or completely invalidated.
- b) All information given by the Company whether in writing or orally is to the best of the Company's knowledge and believed correct at the time given and is given in good faith. The booking conditions shall take precedence over any other warranty or condition that may have been given.

10. Contract Law

- a) The Company and the clients agree that Namibian Law, and no other, will apply to your booking and signed terms and conditions, and to any dispute, claim or other matter of any description which arises between the two parties.
- b) The Company and the client both also agree that any claim - and whether or not involving any personal injury - which arises between the two parties must be dealt with by the courts of Namibia.

11. Data Protection

- a) It may be necessary for the Company to ask you for certain personal information. Examples of this would be dietary requirements, disability/medical issues, etc. This information will be kept confidential by the Company and is available to you to inspect during the Company's normal working hours. It will be passed to the suppliers, if it is necessary for them to know this information in order to fulfill the Company's contract to you.

12. Financial Protection

- a) ExecuTour Namibia is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that all clients booking with the Company are fully insured for the initial deposit, the subsequent balance of monies paid as detailed in your booking confirmation form, and repatriation if required, arising from the cancellation or curtailment of your tour arrangements due to the insolvency of the Company.

13. Waiver

- a) The Company will undertake to ensure the safety of the client throughout the tour, however aspects of each particular tour may not be without an element of danger. Clients should be prepared to sign a 'Waiver of Responsibility' form before they begin their tour. This form is an understanding that all clients need to exercise judgement and care at all times to ensure their own safety and that of their fellow tourists.

14. Disclaimer

- a) The information contained in our website and in our other advertising material is believed correct to the best of our knowledge at the time of publication. However, errors may occasionally occur and information may subsequently change. The Company cannot however accept any responsibility for any errors or omissions that may appear. You must therefore ensure you check all details of your chosen trip - including the price - with us at the time of booking.