

TRADING TERMS AND CONDITIONS

(many if these conditions apply only to those conducting organised overland safaris, please extrapolate that which is applicable to your booking ie. Madisa or Tours)

BETWEEN

Madisa and Tours

Hereinafter referred to as **Madisa**

AND

COMPANY _____
Hereinafter referred to as "the Client"

ADDRESS _____
(Which the operator chooses as its Domicilium Citandi ex Executandi)

FAX NUMBER _____

TEL NUMBER _____

E-MAIL ADDRESS _____

WE HEREBY ACKNOWLEDGE THAT WE HAVE READ AND UNDERSTOOD THIS DOCUMENT
AND AGREE TO ABIDE BY THE TERMS AND CONDITIONS DETAILED HEREIN

Approved for and on behalf of
Madisa

Approved for and on behalf of the CLIENT

SIGNATURE (DULY AUTHORISED)

SIGNATURE (DULY AUTHORISED)

NAME _____

NAME _____

DATE _____

DATE _____

(1) INTERPRETATION :

- 1.1 In this agreement, except in a context indicating some other meaning is intended:
 - 1.1.1. The brochure means: the official Madisa Brochure and rates and other general information issued by Madisa.
 - 1.1.2. "Madisa" means Madisa Campsite.
 - 1.1.3. "The Package" means any tour package stated in the brochure or package itinerary in which the tour which is contracted to by any party, either to themselves or a third party is described:
 - 1.1.4. "The Client" means any party contracting to the services offered by Madisa.
 - 1.1.5. "The Service" means all tourism related services contracted by Madisa, for and on behalf of the client including, but not limited to accommodation reservations, Fit's scheduled tours, flying safaris, charters, series, tailor made tours, special interest tours. Transfers and chauffeur drivers.
 - 1.1.6. "The Traveller" shall mean that person utilizing the services contracted for,
 - 1.1.7. "The Arrival Date" shall mean the scheduled date of arrival of the traveller(s) in the Republic of Namibia.
 - 1.1.8. "Pax" means passenger travelling
 - 1.1.9. "Groups or charters" shall mean a booking for a group which is more than 7 pax
- 1.2 The headings appear for reference only and shall not influence interpretation of this agreement.

(2) SERVICE PROVISION:

Madisa provides the services to the client who contracts the services on the terms and conditions of this agreement

(3) TOUR PRICES AND PAYMENT TERMS:

- 3.1 Current prices and services are detailed on the rates provided, as contracted, and are quoted in Namibian Dollars unless otherwise stipulated. Madisa 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.
- 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 traveller, which incur extra costs, are for the clients or travellers account, as the case may be.
- 3.4 A **deposit of 50%** of the full package/services quoted is due, owing and payable **upon confirmation** of any reservation. The balance of the price is due, owing and payable no later than 6 weeks prior to arrival. Where reservations are made within 31 days of date of arrival, payment is due within 72 hours.
- 3.5 For Group Tours and Charters a **50% deposit** of the total value of the booking is due **upon confirmation** of services. The balance is due, owing and payable not later than 10 weeks prior to arrival. All bookings made and confirmed within 31 days of date of arrival, as well as all additional pax booked within 31 days of date of arrival are due, owing and payable within 72 hours.
- 3.6 Should any account not be paid on the due date, the client shall be liable to pay interest a tempore morae on the amount outstanding until payment is done at the prime bank overdraft rate as charged by Madisa' bankers to its favourite corporate customers from time to time.
- 3.7 Madisa River Camp expressly reserves the right to cancel any reservations 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.

- 3.8 For all tours invoiced in Namibian Dollars the payments are to be made free of commission and bank charges (for the transferors/clients account) and without deduction or set-off in the currency that the quotation was accepted, to the following account:

Madisa

BANK WINDHOEK

MAIN BRANCH, WINDHOEK , NAMIBIA

ACCOUNT NO: 8000404723

BRANCH CODE: 481-972

Reference Madisa and Booking Number

(4) CANCELLATION POLICY:

- 4.1 All cancellations will become valid on the date of receipt by Madisa of written notice, cancelling the reservation.
- 4.2 In the case of any cancellation, the following cancellation fees will apply:
 - 4.2.1. Groups (7 or more Pax)
 - a) Cancellation of the entire group arrangements:
2 – 4 weeks prior to arrival: 10% of contract value
Less than 2 weeks: 100% of contract value
 - b) Cancellations of individual participants:
From confirmation to 28 days prior to arrival: 10%
27 days prior to arrival date: 20%
27 -21 days prior to arrival date: 50%
21-14 days prior to arrival date: 75%
13 days and less prior to arrival: 100%
No shows: 100%
 - 4.2.2 Bookings of less than 7 pax
In respect of cancellations of reservations and any individual bookings of such booking, the following cancellation fees will apply:
From confirmation to 28 days prior to arrival: 10%
28 - 21 days prior to arrival date: 20%
21 - 14 days prior to arrival date: 50%
14 – 7 days prior to arrival date: 75%
7 days and less prior to arrival: 100%
No shows: 100%
- 4.3 Certain specific suppliers have more stringent cancellation policies, the details of which will be made available on the quotation if applicable and which Madisa' general cancellation policy is subject to. In the event of such more stringent cancellation policy being applicable the client will be liable for such more stringent cancellation policy to Madisa.
- 4.4 In the event that any client fails to pay any amount due to Madisa on its due date, Madisa is entitled to cancel the booking and claim damages in terms of this cancellation policy.
- 4.5 Failure on the part of the client to comply with the terms and conditions set out herein shall entitle Madisa in its sole discretion and regardless of reservations and payments already received, to cancel or refuse to accept the client's booking

(5) BOOKING CONDITIONS:

- 5.1 It is strongly recommended that all clients take out comprehensive travel insurance including medical cover, as well as cancellation and curtailment covers, as this is not covered by Madisa.
- 5.2 Should the traveller fail to check-in for any services on the dates it has been booked or check-out prior to its completion, no refund will be made and no credit granted. Travellers should ensure that they at all times have appropriate insurance cover.

- 5.3 Madisa shall not be liable for any loss, damage or expenses of any nature whatever suffered by the client or any traveller 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, riots, and/ or any other cause of any nature whatever, however caused and whether as a result of 'Madisa' negligence or otherwise.
- 5.4 Madisa 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 Madisa, the supplier, any servant or agent of Madisa or any supplier, whether as a result of negligence or otherwise. The client and the traveller shall be deemed to have waived, renounced and abandoned any and all rights and entitlements to which the client and the traveller may be entitled under the provision of the law of the Republic of Namibia for any loss or damage to person and/or property.
- 5.5 Should sickness or accident interrupt a tour Madisa shall not be liable for any:
- a) loss, damage or expense arising there from, whether as a result of 'Madisa' negligence or otherwise; and refund either total or partial, of money paid. Madisa recommends that the client advises travellers to take out the necessary insurance to protect against any eventuality.
- 5.6 Travellers shall be solely responsible for complying with the formalities required by police, customs, health and other authorities at the point of departure, at the destination and whilst in transit. Whilst Madisa will endeavour to provide the client, prior to departure, with the latest information concerning such regulations and restrictions. Madisa shall not be responsible and does not accept any liability for any inaccuracies or omissions in this regard.
- 5.7 Travellers may not carry any unlawful articles or substances whilst travelling in the southern African region. Should any traveller contravene the aforesaid prohibitions, Madisa will be entitled to immediately exclude the offender from the tour and such traveller will be responsible for his or her own repatriation and all costs associated therewith. Madisa will under no circumstance assist any such offender in any dealings or negotiations with any authority.
- 5.8 Madisa reserves the right to decline to accept or retain any traveller as a member of any group or on any tour at any time as a result of the non-payment of any amount due by the client in respect of such traveller or if such traveller interferes with any other member of any group and/or causes any disturbance or nuisance.
- 5.9 Should Madisa appoint a tour leader or guide in respect of any tour, then the traveller must accept all reasonable instructions of such tour leader or guide.
- 5.10 All travel arrangements such as flight bookings, reservations of hotel accommodation, reservation of motor transport and the like, made by Madisa are subject to the booking conditions and cancellation provisions of the supplier thereof.
- 5.11 Madisa River Camp reserves the right to alter or substitute routes, refreshments, meals, accommodations, itineraries, tours, services, vehicles and/or other arrangements should conditions necessitate. Madisa will offer substitutes of equal value and will inform the client of any known changes before departure.
- 5.12 One standard set of luggage, comprising one suitcase and one overnight bag per person is allowed. Luggage should be clearly marked.
- 5.13 It is obviously not possible for all travellers to occupy front row seats throughout the tours. So as to have as many passengers as possible enjoy front row seats,

Madisa guides and drivers have been instructed to implement a policy of rotation of seats.

- 5.14 In accordance with international practice and as a courtesy to non-smoking passengers, the traveller's co-operation is required in implementing a policy of prohibiting smoking on vehicles. At no time and under no circumstance is smoking permitted on vehicles. The guide or driver will ensure that sufficient comfort stops are made to enable travellers to smoke outside.

- 5.15** Accommodation is as specified in the itinerary or brochure and is based on two people sharing a twin bedded or double room. The use of specific accommodation is subject to availability Madisa reserves the right to make use of alternative accommodation.

(6) PASSPORTS AND VISAS:

The onus is on the traveller 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.

(7) CHILDREN POLICY:

- 7.1 A child of 12 years will be charged the full adult per person rate on all services provided.
- 7.2 Children under the age of 12 years will be charged 50% per child on all services provided.
- 7.3 Children under the age of 6 years stay for free.

(8) GENERAL

- 8.1 Madisa 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 to have been made or agreed or implied by reference to any other writing, advertisement or conversation.
- 8.2 No addition to, variation, or agreed cancellation of these conditions shall be of any force or effect unless reduced in writing and acknowledged by or on behalf of any director of Madisa.
- 8.3 No indulgence which Madisa may grant to any party shall constitute a waiver of any of the rights of Madisa who shall not thereby be precluded from exercising any rights against the client and or the traveller which may have arisen in the past or which might arise in the future.
- 8.4 Any claim or dispute which may arise between the client and Madisa or any travellers and Madisa including any claim for loss or damage due to injury to person or property shall be resolved by arbitration in accordance with the laws of the Republic of Namibia.
- 8.5 In all matters where it is or may be necessary to have recourse to the courts, the courts of the Republic of Namibia has sole jurisdiction to the exclusion of the courts of any other country and the law of the Republic of Namibia shall prevail.
- 8.6 Both parties undertake that neither of them will disclose the terms of this agreement or any other confidential information as to the business or affairs of the other which either may acquire through operation of this agreement to any third party other than may be required by law.