

**Terms and Conditions for
Namibia Individual Travel cc, Swakopmund, Namibia referred to as “NIT”**

1. Agreement

- 1.1 The agreement will become effective on the date on which the client's booking is confirmed in writing, by fax or by e-mail, and the deposit referred to in clause 2.1 is received by Namibia Individual Travel (hereinafter referred to as 'NIT').
- 1.2 The agreement is subject to Namibian Law and any legal proceedings shall take place in Swakopmund, Namibia.
- 1.3 Any person making a reservation with NIT warrants that he or she has the necessary authority to enter into this agreement on behalf of the person or persons included in such a booking. The person making the booking shall be liable for the total amount due to NIT.
- 1.4 By making a reservation with NIT and paying the deposit, the client accepts these terms and conditions as part of the agreement and acknowledges to be bound thereby.

2. Booking Procedure

- 2.1 A 20% non-refundable deposit of the full amount due is required to confirm any reservation.
- 2.2 The balance of the contract price must be paid by the client to NIT not later than 6 (six) weeks prior to departure.
- 2.3 If the full contract price is not paid to NIT within 6 (six) weeks before the departure date, NIT may cancel the reservation and retain any deposit or other funds it has already received from the client.
- 2.4 Accommodation will be provided as per itinerary. Accommodation is subject to availability at the date of booking. NIT reserves the right to make use of alternative accommodation of similar or higher standard.

3. Late Bookings

- 3.1 In the event of any reservation being made less than 7 (seven) days prior to the date of departure, NIT will be entitled, at its own discretion, to levy a late booking fee and reserves the right to levy a fee for any extra communication expenses.
- 3.2 Payment of the full contract price will be due immediately on confirmation and is non-refundable on all late bookings. Certain late bookings will require full payment at the time of reservation, that means prior to confirmation of booking.

4. Payment procedure

All payments are to be made by direct deposit or bank transfer into the banking account of NIT. Banking details will be furnished at confirmation of booking.

5. Cancellation policy

5.1 Any cancellation of a confirmed booking must be done in writing, by e-mail, fax or letter to NIT.

5.2 In case of a cancellation, the following cancellation fees will apply:

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|-------|-----------------------------------|
| 5.2.1 | After a definite booking: 20 % |
| 5.2.2 | 45 – 28 days before arrival: 30 % |
| 5.2.3 | 27 – 15 days before arrival: 50 % |
| 5.2.4 | 14 – 0 days before arrival: 100 % |

5.3 The above cancellation fees exclude lodges and other accommodation establishments that require larger deposits or full payment further in advance to the arrival of the client. Cancellation fees in these cases will be determined by the terms and conditions of the relevant accommodation establishment.

5.4 Should any client who is part of a group booking cancel his or her individual booking, the remaining parties of the group will have to pay the resulting increased contract price which is payable per person.

5.5 No refunds will be paid for no-shows or any unused services. This also applies to clients who have booked a tour but fail to undertake the tour for any reason.

5.6 NIT may at its discretion and without liability or cost to itself at any time cancel or terminate a client's booking and in particular, without limiting the generality of the foregoing, it shall be entitled to do so in the event of illness or illegal or incompatible behavior of any client undertaking the tour, who shall in such circumstances not be entitled to any refund.

6. Changes policy

If a booking is changed by the client to an earlier date than originally reserved, NIT will endeavour to change the booking. If the booking is changed to a later date, charges as per clause 5.2 hereof could apply.

7. Breakaways following departure

While it is possible for the client to break away from the planned tour itinerary after departure, it is understood that all extra expenses incurred as a result of such a breakaway will be for the client's account and any unused services will not be refunded. Amendments and cancellations en route must be made directly with NIT.

8. Price changes

NIT reserves the right to increase the contract price of any tour prior to departure due to factors beyond the control of NIT, such as increase in fuel prices, airport taxes, valued added tax, new government legislation or fluctuations in exchange rate.

9. Itinerary Variations

9.1 While every effort is made to keep to all confirmed itineraries, NIT reserves the right to make changes for the client's convenience. Because NIT plans arrangements in advance, does not own or control airlines, accommodation establishments and/or other supplier companies, changes and even cancellations can occasionally become necessary. In the event that the accommodation, activity, service, flight etc. has been properly confirmed by NIT, and notwithstanding this, and is unavailable for any reason whatsoever, NIT does not accept any liability.

9.2 NIT shall have the right at any time, at its sole discretion, to cancel any tour or the remainder thereof or to make an alteration in the route, accommodation or other details. This includes any event rendering a tour impossible, illegal or inadvisable due to weather, strike, unrest, government or other interference or due to any other cause whatsoever. Any extra expenses incurred as a result thereof shall be the responsibility of the client.

10. Unscheduled Extension

In the unlikely event of there being an unscheduled extension to the tour caused by flight delays, bad weather, strikes or any other cause which is beyond the control of NIT, it is understood that the expenses relating to unscheduled extensions (accommodation etc.), will be for the account of the client. NIT accepts no liability for changes, omissions or delays before or during the course of any tour occasioned by technical difficulties, weather conditions, strikes or communication breakdowns.

11. Responsibility and Liability

11.1 Neither NIT nor any person acting for, through or on behalf of NIT shall be liable for any loss or damage whatsoever arising from any cause whatsoever, and without restricting the generality of the foregoing, shall particularly not be responsible for any loss or damage arising from any errors or omissions contained in its brochures or any other documentation, late or non-confirmation or acceptance of bookings, loss or damage caused by delays, sickness, injury or death, whether occasioned by negligence or not. The client agrees to indemnify NIT, its agents and employees, and keep it indemnified against all loss, damage, costs and expenses which the client may sustain or incur as a result of booking and undertaking a tour with NIT.

11.2 NIT acts as tour operator and agent for local and international accommodation establishments and activity operators and accordingly accepts no liability whatsoever for any loss, damage, injury, accident, delay or any other incident or irregularity howsoever arising. NIT makes every effort to ensure that all arrangements and services connected with a client itinerary will be carried out as specified and in the most efficient and effective way possible. However, NIT does not have direct control over the provision of services by suppliers (hotels, lodges, guest, houses, bed and breakfasts, car rental companies, activity operators etc.), and whilst they are in all cases selected with the utmost care, NIT does not accept liability for error or omission of such suppliers.

11.3 NIT cannot be held responsible for damage or loss of any personal items, including bags, contents of bags or photographic and related equipment.

12. Insurance and Travel documents

12.1 Travel insurance against cancellation, loss, injury, illness and loss of baggage is highly recommended for all clients travelling with NIT. (Clients should ask their travel agent for insurance options). Clients undertake all activities associated with the itinerary at their own risk and are responsible for their own insurance. NIT will not be held liable if a client should fail to obtain adequate insurance cover.

12.2 The onus is on the client to ensure passports and visas are valid for the duration of the tour. NIT cannot be held liable for any necessary visas or other travel documents not held by clients. In the event of a client not having the necessary documentation to enter any area or country, NIT reserves the right to leave the client at the point of entry of such area or country. In such an event, NIT will not be responsible for the client's further travel arrangements.

13. Health and personal safety

13.1 The client shall be reasonably fit and healthy to undertake this tour.

13.2 If a malaria area is visited during the tour, anti-malaria precautions should be commenced prior to tour departure. Clients should consult their doctors for advice.

13.3 Tours offered by NIT cover a wide spectrum of the African wilds and neither NIT, its employees or agents can be held responsible for any injury or other related incidents whilst on the tour.

14. Airlines and Charters

NIT will act as agent of the client when booking the client with an airline or charter service. The client therefore contracts with the airline or charter service and not with NIT.

Swakopmund, August 2009

