



General Travel Conditions of Cheetah Tours & Safaris

1) Conclusion of Travel Agreement:

By booking a tour the Client offers and binds himself to enter into a Travel Agreement with the Tour Operator. At the booking may be done in writing or verbally, or via the telephone. The Agreement shall take effect upon acceptance (confirmation) by Cheetah Tours & Safaris cc. In the event of the tour confirmation containing any conditions deviating from the booking to such an extent as may not be reasonably acceptable to the Client, he shall be entitled within 10 days to expressly state his non-acceptance thereof and such non-acceptance failing, the tour confirmation shall become binding. The Tour Operator undertakes to specifically draw the Client's attention to such consequence when confirming the booking. The tour confirmation shall be applicable to all persons on whose behalf the Client has made reservations. The client shall be responsible for all persons so booked by him complying with all terms and conditions stipulated in the agreement.

2) Deposit and Payment:

Upon receipt of the tour confirmation a deposit of 20 % of the total tour charges shall become payable, the balance being due and payable by not later than 30 days prior to departure date. In the event of bookings being effected at a date later than 30 days before departure, the full amount charged shall forthwith be payable.

Details of bank account:

Cheetah Tours & Safaris cc (Namibia)

Account No 1100 0029 639

Branch Code 461 609

Nedbank Namibia

Windhoek, Republic of Namibia

SWIFT Code: NEDSNANX

3) Tour Charges:

Cheetah Tours & Safaris cc undertakes to expressly confirm these for each and every tour upon a relevant booking being received. The prices quoted shall, however, be subject at any given time to change in tariffs and/or exchange rate fluctuations. The rates charged are further subject to General Sales Tax regulations and also fuel prices, which might be contributing factors for increases from time to time.

4) Services:

The travel services offered shall be in accordance with those contained in the description of Services made available by Cheetah Tours & Safaris cc, read with the details reflected in the tour confirmation. Any additional arrangement exceeding the services agreed upon are subject to specific confirmation on the part of Cheetah Tours & Safaris cc.

5) Changes to and Re-Routing of Trips:

Cheetah Tours & Safaris cc reserves the right to make any changes in travel arrangements and/or to re-route any of the tours as circumstances might require, or to make available equivalent alternative services. Cheetah Tours & Safaris cc further reserves the right of turning down and/or accepting any prospective clients without having to give any reasons therefor.

The Company runs 8-seater minibuses and 5-seater four-wheel drive vehicles, and reserves the right to make use of whatever vehicles it may consider appropriate to the number of passengers in any given tour group. All vehicles are fully air-conditioned.

6) Tour Cancellation by Client:

The Client shall have the right at any time prior to departure date to withdraw from the Agreement provided his cancellation in writing reaches Cheetah Tours & Safaris cc at their Windhoek Office. In the event of the Client so withdrawing from the Travel Agreement, or his failing to embark on the trip without having cancelled same, then Cheetah Tours & Safaris cc shall be entitled to claim adequate compensation, taking into account any credits which may come about in respect of services not taken up, and/or earnings which may be derived from alternative use of such services. In this regard, the following rates expressed, as percentages shall apply:

From date of confirmation of booking up to DAY 60 prior to departure date:

10 % of total price charged

From DAY 59 up to DAY 30 prior to departure date: 25 % of total price charged

From DAY 29 up to DAY 15 prior to departure date: 50 % of total price charged

From DAY 14 up to DAY 8 prior to departure date: 75 % of total price charged

From DAY 7 prior to departure date: 100 % of total price charged

The final claim for compensation in each individual case shall be determined by the amount of expenses which may have been saved, and/or the amount of earnings which may have been derived through alternative use of the services in question. Such claims will, however, under no circumstances be in excess of the respective percentages quoted above. Should the Client wish to alter his booking of any of the services once such booking has been confirmed by Cheetah Tours & Safaris cc, the Company shall be entitled to debit a handling charge amounting to N\$ 200,00 per change of booking.

Up to the time of departure, any one of the visitors booked on a tour may apply to be substituted by another person, provided Cheetah Tours & Safaris cc gets notified thereof in good time. The Tour Operator shall in any event be entitled to object to such substitute client if the latter fails to meet the requirements necessary for the trip concerned, or that he does not comply with prevailing laws and/or official regulations. We would recommend that relevant insurance to cover cancellation costs be taken out, same not being included in the tour charges.

7) Services not taken up:

In the event of the Client not making use of any one or more of the services paid for due to premature departure or for any other valid reason, the Tour Operator shall endeavor to obtain a refund of costs from the respective establishments. Such undertaking shall not have to be implemented where services of a minor nature are concerned, or if such refund would be contrary to legal requirements of official regulations of any kind.

8) Responsibility:

Cheetah Tours & Safaris cc enjoys comprehensive insurance cover by way of comprehensive and third party insurance policies under which passengers are covered as well. Cheetah Tours & Safaris cc as well as any travel agencies doing business with the said Company merely act as agents for passengers at all times, and thus cannot be held liable for any delays, losses or damages incurred for any reason whatsoever.

All tours booked and undertaken are subject to the terms and conditions imposed by airlines, hotels, restaurants, and any other establishments, companies or individuals. All agreements entered into shall be subject to the express condition that neither Cheetah Tours & Safaris cc nor any of its employees or agents will be held liable for any loss, damages, injuries, delay, or any other inconvenience a Client may experience to either his person or his belongings and whether caused through negligence on the Company's part or that of its employees and/or its agents or any other person(s) acting on its behalf, or through any other circumstances whatsoever.

Any of the tours whether scheduled or unscheduled, as also any rental arrangements, travel routes, travel arrangements, hotel accommodation, etc., shall be subject to change or cancellation without notice, if and when the Company of whatever reason and in its entire discretion should deem this appropriate, advisable or necessary, more particularly also in regard to the services and/or circumstances of any of the business partners of Cheetah Tours & Safaris cc, such as hotels, restaurants, transport companies and the like.

9) Luggage:

Luggage of up to 20 kgs will be free of charge, i.e. one suitcase and one piece of hand luggage more or less per person. All items of luggage must be clearly marked. Although Cheetah Tours & Safaris cc pride themselves of taking the best possible care, they cannot be held responsible of any lost or damaged luggage. It is recommended that clients take out appropriate baggage insurance cover.

10) Visa & Health Requirements and Entry Formalities:

Travel Agencies and clients themselves are requested to ensure that all relevant regulations are adhered to. Cheetah Tours & Safaris cc accepts no liability in respect of any documents which might turn out not to be in order.

11) Reporting for Departure:

Visitors should report for departure at least 30 minutes ahead of schedule – latecomers cannot be accommodated. Cheetah Tours & Safaris cc will not be held responsible for passengers who miss their connection. We would recommend that on arrival in Windhoek you report to the Company's offices.

12) Ineffectiveness of Specific Terms:

Should any one or more of the clauses contained in the Agreement of whatever reason be of no legal force or effect, this shall not in any way affect the validity of the Travel Agreements as a whole.

13) Jurisdiction:

Legal proceedings may only be instituted by the Client against the Tour Operator within the latter's district of domicile.