

Terms and Conditions

1) Prices

The price of a tour includes: transport on 4x4 safari vehicle, safari guide, meals, fees to national parks, all accommodation and use of camping equipment (except for sleeping bags), excursions (game drives, game walks, mokoro trips/boat trips) as stipulated on the booking reservation. Certain items are not included in the cost of the booking. These costs are the responsibility of the client including, but without limiting the generality of the foregoing, the costs of insurances as referred to in clause 6) below, insurance cover for cancellation and curtailment, repatriation costs, medical expenses, emergency evacuation, gratuities, telephone calls/internet, optional meals and any optional excursion not reflected on the booking reservation. Furthermore, all costs with regard to any special requirements, as outlined in clause 2) below, shall be borne by the client.

2) Booking Procedure

In order to secure a provisional reservation for the services required by a client, the client shall complete in writing and dispatch to Hamba Wilderness Tours a provisional booking. Simultaneously, the client shall pay Hamba Wilderness Tours a non-refundable deposit of 30% (thirty percent) of the quoted cost for the services. In the event of the deposit not being paid aforesaid, the provisional booking shall lapse. Upon receipt by Hamba Wilderness Tours of the balance of the monies due from the client 60 days prior to departure, the provisional booking shall be confirmed. In the event of the client wishing to amend his reservation in any way, Hamba Wilderness Tours may elect, in its sole discretion and without obligation to do so, in which event it shall be entitled to charge an amendment fee of 3% (three percent) of the booking, which shall be payable by the client in accordance with these standard terms and conditions. The client shall advise Hamba Wilderness Tours in writing of any special requests, needs or facilities required by him due to medical needs, requirements relating to disabilities, special dietary requirements and refrigeration for the storage of insulin and other medically prescribed drugs, and any other requirements incidental thereto. The costs of complying with such special requests, needs or facilities shall be borne by the client and payable on demand.

3) Cancellations and Refunds

Cancellations of confirmed bookings may only take place according to the procedure outlined in this clause. All requests for cancellations shall be made by the client in writing to Hamba Wilderness Tours and shall only be effective on the date of actual receipt by Hamba Wilderness Tours. The following cancellation fees shall be applicable and shall be calculated by reference to the total booking cost ("TBC") of the services booked for by the client.

3.1) Hamba Wilderness Tours entitled to act as agent and principal with regard to the provision of the services

If 56 days or more notice is given 75 % of the TBC shall be refunded to the client. If 49 days notice is given 50% of the TBC shall be refunded. If 42 days notice is given 25% of the TBC shall be refunded. If 35 days or less notice is given no refund of the TBC shall be made. No refunds shall however be made to clients who make bookings less than 35 days prior to embarkation (for this purpose, embarkation shall mean the date on which a client is booked to commence travel or to commence an excursion for which the services are booked whichever is the greater, nor shall refunds be given to clients who arrive early, late or who do not show for a booking. In the event of a client during the course of a booking terminates it for whatever reason, no refund shall be made unless with the prior written approval of a member of Hamba Wilderness

Tours. Clients are therefore strongly recommended to obtain their own comprehensive travel insurance to cover such contingencies.

Any cancellations made in terms of these standard trading conditions shall be subject to the relevant cancellation fee and administrative charges (bank transfer charges).

4) **Quotations and currency fluctuations**

All quotations given by Hamba Wilderness Tours in connection with the services to a client shall be in writing and, unless otherwise agreed to in writing by a member of Hamba Wilderness Tours, shall be in the currency of US dollars. Acceptance of any quotation by a client shall be in writing. Hamba Wilderness Tours reserves to itself the right to amend and increase any quotation by a client, in the event of any adverse currency fluctuations, increases in Government or Statutory levies, increases levied by third party suppliers, such as airlines, providers of accommodation and transportation and other third party suppliers, in respect of the services. Any revision in quotes will be commensurate with the change in the currency exchange rates or the increase in the amounts payable.

5) **Alterations to itineraries**

Hamba Wilderness Tours will endeavour to run each tour according to the scheduled itinerary but has the right at any time, and at its sole discretion, to amend or cancel any of the services or the remainder thereof, or to make any alteration in route, accommodation, transportation arrangements in the event of the services or any part thereof rendered impossible, illegal or inadvisable due to force majeure, the definition of which including war, strike, civil strife, riot, industrial dispute, natural or nuclear disaster, fire, adverse weather conditions, governmental interference or any other external circumstances beyond Hamba Wilderness Tours' control.

Any extra costs and expenses occasioned as a result of an alteration to or cancellation of itineraries as provided for in the above clause shall be payable by the client on demand.

Hamba Wilderness Tours may further in its sole discretion cancel or terminate a client's booking for the services or any remaining part thereof in the event of any illness or the illegal or incompatible behaviour of the client, who shall, in those circumstances, not be entitled to any refund. Any extra costs occasioned by such cancellation or termination as provided for in this sub-clause shall be payable by the client on demand.

6) **Insurance**

The client shall be responsible for arranging and effecting adequate insurance cover to ensure that he carries comprehensive travel and medical insurance cover in order to cover himself, his dependents and /or travelling companions for the duration of the booking for which he has reserved. This insurance cover should include cover in respect of, but not limited to, as a minimum, the following eventualities: any expenses associated with cancellation or curtailment of a booking reservation; emergency evacuation and medical expenses; personal injury, repatriation expenses; damage/theft/loss of personal baggage, money and goods.

Under no circumstances shall Hamba Wilderness Tours, its representatives or members be responsible for any costs, losses incurred or suffered by a client, his dependents or travelling companions with regard to, but not limited to, the above eventualities. Clients will be charged direct for any emergency evacuation, repatriation and medical expenses by the relevant service providers and shall be obliged to settle such charges payable to the relevant service providers concerned.

7) **Disclaimer of Liability**

Hamba Wilderness Tours shall not be liable to the client for any claim of whatsoever nature in connection with the provision of the services:- whether for damages, for personal injury or to property, howsoever arising. Hamba Wilderness Tours shall under no circumstances whatever be liable for any indirect or consequential loss/es, howsoever caused or suffered by the client.

8) **Hamba Wilderness Tours acting as agent only**

In the event Hamba Wilderness Tours shall procure the services for and on behalf of the client as agent for relevant third party service providers, Hamba Wilderness Tours shall, under no circumstances, be liable for the acts and omissions of the relevant third party suppliers concerned.

9) **Consent to Risks Assumed**

The client consents to the risks inherent in wildlife adventure travel and warrants that he is aware of such risks and undertakes the tours, safaris, wildlife and other excursions in connection with the services with full knowledge and appreciation thereof and at his own risk.

10) **Vaccinations & Health**

It is the client's responsibility to be aware of malaria, yellow fever and other potential diseases when travelling to Africa. The client must take all necessary vaccinations and precautions, as are required in the prevention of these diseases, which are endemic to certain regions of Africa. The client shall therefore prior to embarking on the services for which he is booked attend his medical practitioner or a travel clinic to obtain the necessary vaccinations, medication and advice. Hamba Wilderness Tours does not accept any responsibility whatsoever for any client being refused entry to any country due to incorrect or incomplete health documentation or vaccinations.

Clients should be medically fit, in good health and able to embark upon a trip. If the client has any pre-existing medical condition or illness, they must declare the true nature of such condition at the time of booking and make arrangements for the provision of any drugs or other cause of treatment, which may be required during their trip.

11) **Passports, Visas and Medical Requirements**

The client shall ensure that prior to embarking on the travels his passport and visas, and those of his dependants and travelling companions are valid for the countries to be visited. Such responsibility shall also be extend to vaccinations and other medical certificates, and all other travel documents, including travellers cheques where applicable. Hamba Wilderness Tours does not accept any responsibility for changes in medical requirements or regulations for visas or any particular visa requirements. Should the client be refused entry to any country, due to incorrect or incomplete documentation or failure to comply with that country's medical requirements, Hamba Wilderness Tours shall not be liable for any costs of whatsoever nature occasioned thereby.