

TERMS AND CONDITIONS

1. Agreement:

1.1 The agreement will become effective, once all bookings have been confirmed in writing by all operators involved; the client has confirmed his / her safari in writing and a 50% non-refundable deposit payment has been made.

1.2 The agreement is subject to Namibian Law and any legal proceedings shall take place in Windhoek, Namibia.

1.3 Any person or persons making the reservation / booking with people's tour and safari shall have the necessary authority to enter into such an agreement with the said company and shall be liable for the total amount due to Peoples tour and safari

1.4 A person / persons making a reservation with people's tour and Safaris and paying the deposit, the person / persons accept the terms and conditions as part of the agreement.

2 Booking / Reservation:

2.1 A 50% non-refundable deposit of the total amount is required to secure any reservations made.

2.2 The balance must be payee by the client / clients to Peoples Tours and Safaris not later than (6) weeks prior to arrival.

2.3 Should the outstanding balance not be paid to HM Self Drive Safaris within forty two (6) weeks prior to tour departure, Peoples tour nd Safaris may cancel the reservations made and retain any deposits or other funds already received from the client / clients.

2.4 Accommodation will be provided as listed in the final itinerary and pricing summary. This itinerary and pricing summary will consist of accommodation subject to availability at the date of booking made. People's tour and Safaris reserves the right to use alternative Accommodation of equal or higher standard.

3. Payment Procedure:

3.1 A 50% non-refundable Deposit of the full amount is required on confirmation of reservation. All payments must be made by direct deposit or bank transfer into the

Peoples Tour and Safaris bank account. Banking details will be provided on the confirmation of booking.

4.Cancellation Policy:

4.1 Any cancellation must be submitted in writing, by e-mail people's tour and Safaris well in advance and needs to be responded to, in writing.

4.2 The following cancellation fees will apply.

4.3 25%, after safari confirmation.

4.4 50%, depending to the duration of staying as from the arrival

4.5 80%, 25 – 15 days prior arrival

4.6 100% 15 – 0 days prior arrival

4.7 Should any client / clients who is part of a group booking cancel, the remaining parties of the group will have to pay the resulting increased contract price which is payable per person.

4.8 No refunds will payable for no-shows or any unused services. This also applies to client / clients who have booked the tour but fail to undertake the tour for any reasons.

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

5.Breakaways:

It is possible for clients to break away from the planned tour itinerary after departure, it is understood that all extra expenses incurred as a result of a breakaway, all additional costs will be for clients own account, any unused services will not be refunded by Peoples tour and Safaris.

Price Changes:

Peoples tour and Safaris reserves the right to increase the contract price of any tour prior to departure due to factors beyond the control of people's tours and Safaris, such

as increase in airport taxes, exchange rates, value added tax, fuel prices or new government levies.

Itinerary Alterations:

7.1 people's tours and Safaris will make all efforts to keep all confirmed Itinerary's as planned but reserves the right to make changes for the client's convenience. Peoples tours and Safaris plans arrangements in advance and does not control airlines, establishments and or other supplier company's, changes and even cancelations can occasionally become necessary. In the event of any accommodation, activity, service, flights has been properly confirmed by people's tour and Safaris, is unavailable for any reason whatsoever, Peoples tour and Safaris does not accept any liability.

7.2 Peoples Tour and Safaris has the right to alter, change or cancel any part of a tour, be it route, accommodation or other details due to rendering a tour impossible, illegal or inadvisable due to weather, strike, unrest, safety, or of any other cause.

7.3 In the unlikely event of there being an unscheduled extension to the tour caused by flight delays, or any other cause which is beyond the control of Peoples tours and Safaris, it is understood that the expenses relating to unscheduled extensions (accommodation etc.) will be for the client's account.

Responsibility & Liability

8.1 Neither peoples Tours and Safaris nor any person acting for, or on behalf of peoples Tour and Safaris shall be liable for any loss or damage whatsoever arising from any cause by errors or omissions.

8.2 Peoples tour and Safaris acts as tour facilitator and agent for local and international accommodation establishments, activity operators and accordingly accepts no liability whatsoever for any loss, injury, damage, delay or any other incident or irregularity arising. People tour and Safaris has no direct control over the provision of services by suppliers, hotels, lodges, guest houses, bed & breakfast, car-rentals and activity operators, whilst these are selected with utmost care by peoples Tours and Safaris.

8.3 Peoples tour and Safaris cannot be held responsible for the damage or loss of any personal items and or luggage, including contents of bags or photographic, electronic and related equipment.

8.4 Peoples tour and Safaris will ensure that the accompanying Guide will be knowledgeable of Namibia of History, Ethnology, Ornithology, be neat, punctual, outgoing, friendly and have sober habits.

Health & Safety

9.1 The Client / Client's should be reasonably fit and healthy, any medical or dietary requirements should be mentioned on booking.

9.2 During the rainy-season, November to April, Malaria can be present, it is therefore advised that Clients consult their doctors in their respective country to which precautions should be taken or used.

9.3 Guides will inform clients of danger at certain locations and will ensure that safety is adhered to.

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

Insurance & Travel Documents

10.1 Travel insurance against cancellation, loss of baggage, injury, illness and any other loss is highly recommended by peoples tour and Safaris. Clients undertake all activities associated with the itinerary at their own risk and are responsible for their own insurance.

10.2 Clients should ensure that Passports and Visas are valid for the duration of the Safari. People's tour and Safaris will not be held liable for any necessary Visas or travel documents not held by clients.

10.3 In the event of a client not having the necessary travel documentation to enter any area or Country, People tour and Safaris reserves the right to leave client at area or country at point of entry. In such an event Peoples and Safaris will not be responsible for the client's further travel arrangements