

# STANDARD CONDITIONS OF CONTRACT

**Malachite Safaris (Pty) Ltd. trading as Letaka Safaris and Game Trails & Photographic Safaris (Pty) Ltd.**

**1. Interpretation :** As used herein, the words :

1.1 "OPERATOR" means: Malachite Safaris (Pty) Ltd. trading as Letaka Safaris and/or Game Trails & Photographic Safaris (Pty) Ltd. And/or any other tour or safari operator, carrier or person appointed by Malachite Safaris (Pty) Ltd. trading as Letaka Safaris to perform services in connection with the SAFARI.

1.2 "SAFARI" means: The package tour, safari, accommodation or conference advertised or conducted by the OPERATOR.

1.3 "CLIENT" means : The CLIENT of the OPERATOR and, in the case of a GROUP, each member of the GROUP.

1.4 "GROUP" means : Two or more persons who have been booked together for a safari as a group and may join with other group or groups.

**2. Protection of Environment :**

2.1 The CLIENT agrees and undertakes that whilst on SAFARI he/she will not damage the environment by picking wild flowers and other vegetation, littering, bathing with soaps and detergents in the river or use insecticides other than those specified by the OPERATOR. Should the OPERATOR require no smoking, the CLIENT undertakes to abide by the OPERATOR'S decision.

2.2 The CLIENT undertakes to behave in a quiet and peaceful manner showing consideration to other CLIENTS and wildlife.

**3. OPERATORS Instructions :**

The CLIENT hereby agrees to adhere to all instructions given by the OPERATOR (whether given verbally, displayed on notices in vehicles, published in leaflets or other documentation) during the SAFARI including :

3.1 to remain seated in vehicles whilst in motion:

3.2 not to leave vehicles in dangerous areas such as in game reserves:

3.3 not to leave designated camp sites and picnic spots and to remain within the confines of other areas specified or pointed out by the OPERATOR;

3.4 to take all safety measures to avoid fire hazards;

3.5 to take precautions against sun and heat.

**4. Baggage and Equipment :**

The CLIENT warrants that neither his/her baggage, equipment or other goods which the OPERATOR is to transport contains any flammable, hazardous or dangerous articles. The OPERATOR may in its sole discretion and without giving any reason therefore refuse to carry a CLIENT's baggage and/or photographic equipment and/or any other goods at any time.

**For Fly-in Safaris :**

Each CLIENT shall be entitled to no more than one (1) soft bag weighing no more than 12.5 kilograms. This excludes camera bags. Space for additional luggage can be purchased if required.

**5. CLIENTS Health and Documentation :**

The CLIENT warrants and acknowledges that his/her general health is good and that there is nothing which renders him/her unfit to undertake a SAFARI. The CLIENT acknowledges that it is his/her responsibility to ensure that he/she is possessed of the necessary travel documents and has complied with all health and other regulations that may be required in respect of the proposed SAFARI.

**6. Risks, hazards and dangers :**

The CLIENT understands and appreciates fully the fact that there are risks, hazards and dangers involved or may be encountered during the SAFARI. More particularly :

(a) There may not always be protection in the form of fences, buildings and vehicles in which to take cover in potentially dangerous circumstances and that hazards such as potentially dangerous animals, including lion, hyena, buffalo, rhinoceros, leopard, hippo, crocodile, buck, warthog, bush pig, wildebeest as well as poisonous snakes, spiders, insects and plants may be encountered whilst on SAFARI. (Each CLIENT must be alert to these potential dangers).

(b) Rivers and dams may contain bilharzia and sickness may result upon entry into such waters. Swimming, bathing and washing in certain rivers and dams must be avoided).

(c) Malaria in Southern Africa, more particularly whilst entering the malaria area in Botswana. (Malaria prophylactics must be taken in accordance with the CLIENTS medical practitioner's advice, before entering a malaria area).

(d) Exposure to the sun and heat - directly or indirectly - and that serious sunburn and heat exhaustion may result from unprotected exposure. (Care must be taken for adequate protection and fluids to be drunk).

6.2 The CLIENT acknowledges the potential risks and dangers and hereby voluntarily assumes the risk inherent in taking part in the SAFARI.

## **7. Liability:**

7.1 The OPERATOR shall be under no liability to the client for any claim which may arise in respect of or in connection with the SAFARI and the CLIENT hereby renounces for himself, members of his group and dependants all claims against the OPERATOR for compensation for injury, damage or loss, whether sustained on a vehicle, embarking or disembarking from a vehicle or in a game reserve, hotel or lodge or elsewhere or as a result of delays or otherwise, caused directly or indirectly to him/her or his/her belongings, members of his group and his/her dependants or to persons who, except for these conditions, might have been entitled to make a claim howsoever arising and whether caused or occasioned by any grossly negligent act or omission or default by the OPERATOR.

7.2 The carriage, handling or keeping of any baggage and /or other goods of the CLIENT will be at the sole risk of the CLIENT or its owner and the OPERATOR shall not be liable for any loss or damage of whatsoever nature and howsoever caused.

7.3 Whilst the OPERATOR will use its best endeavours to ensure that all anticipated transport, accommodation, food, drinks and other such services are available as planned, there shall be no claim of any nature whatsoever against the OPERATOR for a refund, either in whole or in part or of any other claim of any nature whatsoever including consequential damages as a consequence of any transport, accommodation or other facility attached to the SAFARI not being available.

7.4 All exclusions or limitations of liability claimable by the OPERATOR shall apply equally to and may be claimed by agents, servants and representatives of the OPERATOR as fully and as effectually as if they were the OPERATOR.

## **8. Insurance:**

It shall not be obligatory upon the OPERATOR to arrange insurance on behalf of the CLIENT except upon express instructions given in writing by the client and any insurances effected by the OPERATOR shall be subject to the usual exceptions and conditions of the policies of the insurance company or underwriters undertaking the risk. The OPERATOR shall be entitled to arrange insurance on an open or general policy. Should the insurers dispute their liability for any reason, the CLIENT shall have recourse against the insurers only and the OPERATOR shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rate as that charged by the OPERATOR or paid to the OPERATOR by its client. The exemptions, limitations of liability and claims procedures referred to herein shall not restrict the CLIENT's right to have recourse against the insurers for the legal liability of the OPERATOR to the CLIENT.

## **9. Indemnity :**

9.1 The CLIENT hereby indemnifies and holds harmless the OPERATOR :

(a) against any claim which may be made by the CLIENT's dependants or any member of his group against the OPERATOR; and

(b) against any damage or loss that the OPERATOR may suffer through any act or omission of the CLIENT howsoever caused.

9.2 The CLIENT hereby agrees to sign any reasonable further indemnity provided for at game parks, museums and historical sites and to conform with game park regulations, museum and historical site regulations and customs,

immigration and health regulations of the territories or countries to be visited or traversed. If the CLIENT is restrained and is unable to continue the SAFARI for any reason whatsoever by the authorities in any country, he/she shall have no claim for further carriage or rebate against the OPERATOR.

#### **10. Bookings & Payment :**

10.1 Payments of all amounts due to the OPERATOR shall be made free of exchange and any other charges at the OPERATOR's address in Botswana currency or such currency acceptable to the OPERATOR's bankers and without demand and free of any deduction of set-off on the due date for payment. Any amount not paid on due date shall bear interest at the rate of 2% per month from the date it falls due until the date it is paid.

10.2 To confirm a reservation the 25% deposit must be received by the OPERATOR within fourteen days of the e-mail, telephone, fax or other written confirmation of the booking.

10.3 Acceptance by the OPERATOR of the deposit shall not constitute acceptance by the OPERATOR of the booking. Acceptance by the OPERATOR of the booking shall be evidenced by the forwarding to the CLIENT or his agent of an invoice indicating an amount due and/or owing by the CLIENT to the OPERATOR and the document shall constitute the contract which shall deem to have been concluded where the OPERATOR carries on business.

10.4 The CLIENT, having placed his/her booking shall not be entitled to withdraw or cancel the same without the operator's written consent first had and obtained thereto. Cancellation 14.1

10.5 SAFARI includes transportation by vehicles or aeroplane, accommodation, food and drink, tour guides and other services or as specified in accordance with the itinerary issued by the OPERATOR but do not include the cost of visas, vaccinations, insurance or such other items which are not specified.

10.6 We accept Payments via Direct transfer, Faxed / E-Mailed Credit card payment (Signed Payment form) These options & links would be sent to you when payment is due. Credit cards accepted are: Master Card & Visa. Credit Card payments carry a 5% surcharge.

#### **11. Photographs :**

The OPERATOR reserves the right, without giving further notice, to make use of any photographs or film taken of the CLIENT during the SAFARI for general publicity purposes without payment or further permission from the CLIENT.

#### **12. Breach and Nuisance :**

If the CLIENT breaches any obligation in terms of this agreement or if the CLIENT constitutes a nuisance to the OPERATOR or any other CLIENT, the OPERATOR shall be entitled to terminate the CLIENT's group and refuse to permit the CLIENT or any member of his group to continue with the SAFARI. In these circumstances the CLIENT or any member of his group, at his/her cost and responsibility shall make his/her own travelling arrangements from the point of termination. In these circumstances, the OPERATOR shall not be liable to make any refund to the CLIENT and the latter will have no claim for transport of any nature whatsoever against the OPERATOR.

#### **13. Early Termination and Deviations :**

13.1 If for any reason, including illness or injury, the CLIENT no longer wishes to continue with the SAFARI, then the CLIENT at his/her cost shall make his/her own travelling arrangements as the CLIENT so chooses. If the OPERATOR is obliged to deviate from the proposed route as a consequence of injury or illness of the CLIENT or member of his group or for such other reason as a CLIENT may require, that CLIENT shall be responsible for all additional costs arising out of the deviation.

13.2 The OPERATOR considers that the contents of its brochures, pamphlets and other advertising material is correct at the time of printing and services described therein are subject to change or withdrawal without further notice.

13.3 It is important to note that during the course of a SAFARI, weather, road conditions, mechanical breakdown or any other unforeseen reasons beyond the control of the OPERATOR can influence the performance of a SAFARI. Although delays are rare considering some African touring conditions, the policy (without limiting the foregoing exclusions and exemptions) in such event is to provide free of charge the vehicle, all camping equipment and personal services. But personal expenses, meals, alternative accommodation and all resulting costs, including the costs of flying home are to be borne by the CLIENT. It is recommended that CLIENT take out travel insurance for this eventuality.

#### **14. Cancellation :**

14.1 Cancellation of the SAFARI, ACCOMMODATION or EXCURSIONS is to be in writing and is only effective on receipt of such notification. Refunds will be at the discretion of the OPERATOR.

14.2 Cancellation more than 60 days before departure, the deposit is forfeited.

14.3 Cancellation more than 31 days before departure 50% of the full fee may be refunded.

14.4 Cancellation more than 15 days before departure 25% of the full fee may be refunded.

14.5 Cancellation within 14 days before departure - 100% of fees will be payable with no refund.

#### **15. General :**

15.1 These standard terms and conditions contain the entire terms of the agreement between the OPERATOR and the CLIENT.

15.2 Neither party shall be bound by any condition, warranty, representative or undertaking of any kind, whether express or implied, except as set forth in these conditions of contract.

15.3 No purported amendment or modification of these conditions of contract shall be valid unless in writing and signed by the OPERATOR.

15.4 The failure of the OPERATOR at any time to require performance of any provision of these conditions of contract shall not affect the right of the OPERATOR to require performance of that provision or of any other provision in the future. No waiver by the OPERATOR with respect to a breach of any provision of these terms shall be construed as a waiver with respect to any continuing or subsequent breach of that provision, or as a waiver of any other right under this contract.

15.5 Any dispute arising out of the SAFARI shall be governed and construed according to the laws of the Republic of Botswana.

#### **16. Single Supplement :**

We do not wish to penalise individuals travelling solo. Consequently, we do not charge a single supplement for the first two clients who book and confirm on our safari. The first two clients will however incur the direct costs from our suppliers i.e. should there be lodge accommodation included in the itinerary. Due to the nature of our safaris, our carrying capacity is limited; therefore further bookings from single travellers will be charged a single supplement. In the event that two individuals of the same sex are on the same safari, we would require these two individuals to share accommodation and would consequently waive any supplement. Should an individual insist on private accommodation and they were not one of the first two to book, they will then be liable to pay a 25% single supplement.