

STANDARD TERMS AND CONDITIONS OF CONTRACT

1. INTERPRETATION AND PRELIMINARY

Unless a contrary intention clearly appears the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

- 1.1. **"Affiliate"** means in relation to the Company, any entity that controls, is controlled by or is under common control with the Company and for the purposes of this clause 1.1, **"control"** means ownership (direct or indirect) of 50% (fifty percent) or more of the voting stock of a company or otherwise having the power (direct or indirect) to govern the financial and the operating policies or to appoint the management of an entity;
- 1.2. **"Company"** means Desert & Delta Safaris (Proprietary) Limited with registration number 2872, a company duly incorporated in terms of the laws of the Republic of Botswana, together with its Affiliates;
- 1.3. **"Company Affiliated Parties"** mean the Company, its directors, members, partners, employees, agents, consultants, suppliers, and contractors;
- 1.4. **"Force Majeure Event"** means any event which is beyond the reasonable control of the Company, including, but without limitation,
 - 1.4.1. A national strike, lock-out or any other industrial action;
 - 1.4.2. Act of war (whether declared or undeclared), invasion, armed conflict, or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, sabotage, terrorism or the threat of sabotage or terrorism;
 - 1.4.3. Any act of God including meteorites, epidemic, plague, explosion, chemical or radioactive contamination or ionising radiation, lightning, earthquake, tempest, flooding, fire, cyclone, hurricane, typhoon, tidal wave, whirlwind, storm, volcanic eruption and other unusual and extreme adverse weather or environmental conditions or action of the elements;

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1.4.4. any act of state or other exercise of sovereign, judicial or executive prerogative by any governmental body or regulatory authority, including expropriation, nationalisation or compulsory acquisition or acts claimed to be justified by executive necessity;

1.4.5. Any event which falls within any of these categories that is suffered by third-party contractors of the Company, who are involved in the receipt or provision of the Services; and

1.4.6. Or any other cause or contingency beyond the control of the Company.

- 1.5. “**Group Booking**” means a booking in respect of the Services for 10 (ten) or more persons and/or 5 (five) or more rooms;
- 1.6. “**Guests**” means any person or persons placing a booking (whether provisional or confirmed) with the Company and who contracts with the Company for any of the Services together with his/her spouse, dependents and companions;
- 1.7. “**Individual Booking**” means a booking in respect of the Services for less than 9 (nine) persons and/or 4 rooms;
- 1.8. “**Services**” means the provision of accommodation, transport, transfers, game viewing activities, tours or any other activities or services in addition or incidental thereto provided by the Company and the procurement by the Company of the provision of accommodation, transport, transfers, game viewing activities, tours or any other activities or services in addition or incidental thereto by any Third Party Contractors;
- 1.9. “**Terms and Conditions**” mean these standard terms and conditions of contract; and
- 1.10. “**Third Party Contractors**” means any third party, including without limitation, hotels, lodges, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodation, transportation, and/or other services.

2. APPLICATION OF STANDARD TERMS AND CONDITIONS

By making a booking for, and subsequent payment in respect of, any Services and by accepting and participating in such Services, all Guests acknowledge that they have read and fully understand the content of these Terms and Conditions and agree to be bound by these Terms and Conditions.

3. INDIVIDUAL BOOKINGS

- 3.1 All bookings must be made in writing to the Company or through the Company's website and must include at least the following information:
- 3.1.1. full names and nationality of Guests;
 - 3.1.2. dates for which bookings are made;
 - 3.1.3. number of rooms; and
 - 3.1.4. Special dietary requirements (if applicable);
 - 3.1.5. Provide medical and travel insurance details.
- 3.2 Subject to the provisions of clause 3.7, any Individual Booking made with the Company will be valid for a period of 14 (fourteen) days from the date on which such booking was made, whereafter a 20% (twenty percent) non refundable advance payment of the total cost of the booking will be required to confirm same.
- 3.3 While a booking is held on a provisional status and another booking is received accompanied by a securing deposit, you will be informed in writing to secure your reservation with a deposit of 20% within 5 working days. Failure to pay the deposit within the 5 working days will result in an automatic cancellation of the entire reservation. Should a booking be confirmed and the number of guests and/or rooms be reduced, our standard FIT cancellation fees will apply.
- 3.4 If the advance payment is not received within 14 (fourteen) days of the date on which the booking was made, the Company may construe such non-payment as an act of cancellation on the part of the Guest and the provisions of clause 4 shall apply.

- 3.5 The balance of the payment for the booking is due and payable by no later than 30 (thirty) days before the commencement date of the Services for which the booking is made with the Company.
- 3.6 If the balance of the payment for the booking is not received by 30 (thirty) days before the commencement date of the Services, the Company may construe such non- payment as an act of cancellation on the part of the Guest and the provisions of clause 4 shall apply.
- 3.7 If an Individual Booking is made 30 (thirty) days or less before the commencement date of the Services, the total amount payable in respect of the booking will be due and payable on the date on which the booking is made for such booking to be confirmed and valid.
- 3.8 The Company shall, only upon receipt of the total amount of the payment, provide all vouchers, itinerary and additional information together with the confirmation of the booking to Guests.
- 3.9 Any extras (not included on the original invoice) must be settled by Guests before departure.

4. CANCELLATION OF INDIVIDUAL BOOKINGS

- 4.1. A cancellation of an Individual Booking will only be valid if made in writing and shall only be effective upon its acknowledged receipt by the Company
- 4.2. Cancellation charges shall apply as set out below:
 - 4.2.1. in the event of a cancellation of a confirmed booking 61 (sixty one) days or more prior to the date on which the Services are set to commence, the full 20% (twenty percent) advance payment will be forfeited;
 - 4.2.2. in the event of a cancellation 60 (sixty) to 31 (thirty one) days prior to the date on which the Services are set to commence, 50% (fifty percent) of the total payment in respect of the booking will be due and payable; and

4.2.3. In the event of a cancellation 30 (thirty) days or less prior to the date on which the Services are set to commence (including any “no shows”), 95% (ninety five percent) of the payment in respect of the booking will be forfeited.

5. GROUP BOOKINGS

5.1. All Group Bookings must be made in writing to the Company which must include at least the following information:

5.1.1 Group Name, Booking Agent Name, Originating Agent name is applicable;

5.1.2 dates for which bookings are made;

5.1.3 number of rooms; and requested properties/services

5.2 Any Group Booking made with the Company will be valid for a period of 30 (thirty) days from the date on which such booking was made, where after a 20% (twenty percent) non-refundable advance payment of the total cost of the booking will be required to confirm same.

5.3 Group Conditions and Booking Release Schedule:
Prior to confirmation of a group, all requests will be sent a Group Booking Contract and must adhere to the release schedule and attrition terms & conditions within the contract.

5.4. TOUR LEADER POLICY (Applicable to The Company’s Accommodations – see Nett rate sheet)

1 – 9 FULL PAYING CLIENTS: Tour Leader is charged full rate

10 – 14 FULL PAYING CLIENTS: Tour Leader pays tour leader rate.

15 or more FULL PAYING CLIENTS: One Tour Leader is accommodated free of charge, but pays park fees of approximately USD 30.00 per day (subject to change).

6. CHOBE GAME LODGE SPECIFIC CONFERENCE AND INCENTIVE BOOKINGS

- 6.1. Conference and Incentive Group bookings are specific to Chobe Game Lodge only (These terms do not apply to any of the other Desert & Delta Safaris properties) and are for conference and incentive groups with bookings of 15 (fifteen) or more rooms in any one booking.
- 6.2. All Conference and Incentive Bookings, applicable **only** to Chobe Game Lodge, must be made in writing to the Company which must include at least the following information:
 - 6.2.1. Group Name, Booking Agent Name, Originating Agent name if applicable;
 - 6.2.2. dates for which bookings are made;
 - 6.2.3. number of rooms; and requested services
- 6.3. Any Conference and Incentive booking made with the Company will be valid for a period of 30 (thirty) days from the date on which such booking was made, where after a 20% (twenty percent) non- refundable advance payment of the total cost of the booking will be required to confirm same.
- 6.4. Group size is required to be confirmed not less than 180 (one hundred and eighty) days prior to the commencement of the services for which the booking is made.
- 6.5. If a Conference and Incentive booking is made less than 180 (one hundred and eight) days prior to the commencement date of the Services for which the booking is made, the 20% (twenty percent) non-refundable advance payment will be required on the date on which the booking is made for such booking to be confirmed and valid.
- 6.6. If the advance payment is not received within the applicable time periods specified above, the Company may construe such non-payment as an act of cancellation on the part of the Guest and automatic cancellation/release of the booking without further notice to the Guest.

- 6.7. The balance of the payment for the booking is due and payable by no later than 60 (sixty) days before the commencement date of the Services for which the booking is made with the Company.
- 6.8. If the balance of the payment for the booking is not received by 60 (sixty) days before the commencement date of the Services, the Company may construe such non- payment as an act of cancellation on the part of the Guest and the provisions of clause 6 shall apply.
- 6.9. If a Conference and Incentive booking is made 60 (sixty) days or less before the commencement date of the Services, the total amount payable in respect of the booking will be due and payable on the date on which the booking is made for such booking to be valid.
- 6.10. The Company shall, only upon receipt of the total amount of the payment, provide itinerary and additional information together with the confirmation of the booking to Guests.
- 6.11. Any extras (not included on the original invoice) must be settled by Guests before departure.
- 6.12. Should the company require the space being held for Conference and Incentive at any time from the day the booking is made up and until the full payment is received for the group booked, the company may request, in writing, for some or all of the space to be released.
- 6.13. Conference and Incentive Group Booking Release Schedule:

Prior to confirmation of a Conference or Incentive air Chobe Game Lodge, all requests will be sent a Group Booking Contract and must adhere to the release schedule and attrition terms & conditions within the contract.

7. CANCELLATION OF GROUP BOOKINGS

- 7.1 A cancellation of a Group Booking will only be valid if made in writing and shall only be effective upon its acknowledged receipt by the Company.
- 7.2 Cancellation charges shall apply as set out below:
- 7.3 In the event of a cancellation 60 (sixty) days or more prior to the date on which the Services are set to commence, the full 20% (twenty percent) advance payment will be forfeited;
- 7.4 In the event of a cancellation 59 (fifty nine) to 46 (forty six) days prior to the date on which the Services are set to commence, 50% (fifty percent) of the total payment in respect of the booking will be due and payable;
- 7.5 In the event of a cancellation 45 (forty five) days or less prior to the date on which the Services are set to commence (including any “no shows”), 95% (ninety five percent) of the total payment in respect of the booking will be due and payable.
- 7.6 As per the group bookings contract, cancellation of individuals within a group are subject to standard Desert & Delta Safaris cancellation charges as per section 4.

8. CHILD POLICY

8.1. The rates for accommodation applicable to children will be as set out below:

CHILD POLICY				
<i>Please refer to Desert & Delta Safaris Ultimate Family Safari Packages for flexible value-add options. Children under the age of 16 years to share with a parent at all times.</i>				
LODGE	FAMILY ROOM	AGES	RATE	NOTES
Chobe Game Lodge	Yes	0-2 Years	10% Adult Rate	Private activities must be booked for families with children younger than 6 years old at an additional nightly rate and subject to availability.
Chobe Savanna Lodge		3-11 Years	50% Adult Rate	
		12-15Years	75% Adult Rate	No children 6 years and younger may be accommodated in the Chobe Game Lodge suites

Camp Moremi	Yes	6-11 Years	50% Adult Rate	Private activities must be booked for families with children younger than 12 years old at an additional nightly rate and subject to availability.
Camp Xakanaxa				
Camp Okavango		12-15 Years	75% Adult Rate	
Savute Safari Lodge				
Leroo La Tau	16+ Years	Adult Rate	To ensure guest safety, we reserve the right to amend walking and mokoro activities, where applicable. This is done at the discretion of Camp Management and Guides.	
Xugana Island Lodge				No

- 8.2. No childcare facilities or baby-sitters are available at any of the accommodation provided by the Company and children must be under the care of their parents or guardians at all times. Children under the age of 16 (sixteen) years are to share rooms with an adult at all times.
- 8.3. Children below the age of 12 (twelve) years may not participate in certain of the activities included in the Services provided by the Company. Families travelling with children below the age of 12 (twelve) must book private activities at an additional charge.
- 8.4. If the age of any child is misrepresented by any Guest the Company reserves the right to terminate such Guest's stay and participation in any Services and to cancel the Guest's booking without being liable to pay any compensation or refund to such Guest.

9. SPECIAL REQUESTS

- 9.1. If any Guest has any special requests, needs or facilities required by him/her, including without limitation, requirements relating to disabilities or special dietary requirements, the Guest must advise the Company of such special requests in writing at the date on which the booking is made.
- 9.2. The Company will use its reasonable endeavours to accommodate all such special requests. The Company may recover all reasonable expenses incurred in order to accommodate such special request, need or facility from the relevant Guests and any such expenses shall be invoiced to the Guests and must be settled as per the standard terms applicable to the booking. If the invoice is not paid within such time, the Company may construe such non-payment as an act of cancellation on the part of the Guest and the provisions of clause 4 or clause 6 (as the case may be) shall apply.

10. CHANGES TO BOOKINGS

Any request by a Guest to amend or change a booking once it has been confirmed may be accommodated by the Company subject to availability. If the Company is able to assist, and depending on the nature and extent of the change, a reasonable administrative fee may be charged by the Company. Any such administrative fees shall be invoiced to the Guest and must be settled as per the standard terms applicable to the booking. If the invoice is not paid within such time, the Company may construe such non-payment as an act of cancellation on the part of the Guest and the provisions of clause 4 or clause 6 (as the case may be) shall apply.

11. PAYMENTS

- 11.1. All payments to be made by Guests to the Company shall be made free of exchange, deduction or set-off of whatsoever nature.
- 11.2. All payments shall be made to the Company by way of cash, direct transfer, forex transfer or by credit card.
- 11.3. The onus is on the Guest to ensure that payment is effected to the Company and the Guests shall, upon making any payment, provide the Company with written proof thereof.

12. SURCHARGES AND EXCHANGE RATES

- 12.1. In the event that any additional taxes, tariffs or charges are levied by any authority, body or Third Party Contractor in respect of the Services after the date on which the booking was made and prior to the commencement date of the Services in respect of which the booking was made, the Company reserves the right to recover such additional taxes, tariffs or charges from Guests. Any such additional taxes, tariffs or charges shall be invoiced to Guests and must be settled as per the standard terms applicable to the booking. If the invoice is not paid within such time, the Company may construe such non-payment as an act of cancellation on the part of the Guest and the provisions of clause 4 or clause 6 (as the case may be) shall apply.
- 12.2. All rates, tariffs and fees are quoted and invoiced in US Dollars based on the exchange rates valid at the time of printing. Should the exchange rate fluctuate against the Botswana Pula by more than 5% (five percent) from the date on which the booking was made until the date on which the Company receives any payment from the Guest, the Company reserves the right to recalculate the total costs of the booking and to recover any shortfall due to the fluctuation of the exchange rate from Guests. Any such shortfall shall be invoiced to Guests and must be settled as per the standard terms applicable to the booking. If the invoice is not paid within such time, the Company may construe such non-payment as an act of cancellation on the part of the Guest and the provisions of clause 4 or clause 6 (as the case may be) shall apply.

- 12.3. The Company shall endeavour to notify Guests in writing as soon as it becomes aware of any likely additional taxes, tariffs or charges to be levied.

13. CONDITION OF BOOKING

- 13.1. Guests shall, at all times, comply with the instructions of the Company's representatives. No Guest shall be accepted or be permitted to continue using or participating in the Services while their behaviour or mental or physical condition is, in the opinion of any representative of the Company, such as to render them incapable of caring for themselves or make themselves objectionable to other Guests or become a hazard to themselves or other Guests.
- 13.2. Should any Guest not be permitted to continue using or participating in any of the Services in terms of clause a, the Company shall not be responsible for any costs or expenses incurred by such Guest or be liable to pay any refunds to such Guest as a result of the termination of his/her participation in the Services.

14. INSURANCE

- 14.1. It shall be the sole responsibility of every Guest to arrange and effect his/her own insurance cover and to ensure that he/she and his/her dependants and travelling companions have adequate cover for the duration of the booking.
- 14.2. The Company strongly recommends that Guests obtain, *inter alia*, the following types of insurance which are commercially available:
- accidental death and disability;
 - major medical;
 - emergency medical evacuation;
 - loss of personal effects; and
 - Trip cancellation.
- 14.3. Details of Guest's major medical and emergency medical evacuation insurance are to be provided to the Company on confirmation of the booking.

15. TRAVEL DOCUMENTS AND VACCINATIONS

- 15.1. It will be the sole responsibility of each Guest to ensure that passports, visas, travel permits, health certificates, inoculations, international driving licence, or other documentation required for the trip are obtained and are in order.
- 15.2. Any additional costs incurred by a Guest or by the Company on behalf of a Guest as a result of a failure to comply with any such requirements will be for the account of the Guest.

16. THIRD PARTY CONTRACTORS

- 16.1. The Company may act as agent for Third Party Contractors.
- 16.2. All bookings made with any such Third Party Contractors are accepted by the Company, as an agent for the Third Party Contractors. The transportation, accommodation and other services provided by such Third Party Contractors are offered subject to the terms and conditions contained in the respective tickets, exchange orders or vouchers issued by such Third Party Contractors.
- 16.3. The Company, its directors, members, partners, employees, agents, consultants, suppliers, and contractors (collectively, "Company Affiliated Parties") assume no liability whatsoever for any direct or indirect loss, damage, injury or death arising from a Guest's acceptance of or participation in services offered by third Party Contractors or for any loss or damage, howsoever arising (whether arising from negligence or otherwise).
- 16.4. Guests indemnify and hold the Company Affiliated Parties harmless from any and all claims of whatsoever cause or nature which may arise on behalf of their spouse, common law wife/husband, children (whether minor or adult), dependents, relatives and/or persons accompanying them, whether as invitee or otherwise who suffer loss, injury or death as a result of Guests participating in or making use of any of the activities or services provided by the Third Party Contractors.

17. CONSENT TO RISKS

- 17.1. The Company draws Guests' attention to the fact that there are certain real inherent risks and dangers involved in participating in wildlife adventure tours, game viewing activities, safaris and other related activities as provided by the Company, including without limitation the risk of contracting malaria.
- 17.2. By making a booking for and accepting or participating in any Services all Guests consent to the risks inherent in such wildlife adventure tours, game viewing activities, safaris and other related activities and warrants that he/she is aware of such risks and undertakes the wildlife adventure tours, game viewing activities, safaris and other related activities in connection with the Services with full knowledge and appreciation thereof and at his/her own risk.

18. LIMITATION OF LIABILITY AND INDEMNITY

- 18.1. The Company Affiliated Parties assume no liability whatsoever for any direct or indirect loss, damage, injury or death arising from a Guest's acceptance of or participation in the Services offered by the Company or for any loss or damage, howsoever arising (whether arising from negligence or otherwise).
- 18.2. Guests indemnify and hold harmless the Company Affiliated Parties from any and all claims of whatsoever cause or nature which may arise on behalf of their spouse, common law wife/husband, children (whether minor or adult), dependants, relatives and/or persons accompanying them, whether as invitee or otherwise who suffer loss, injury or death as a result of Guests participating in or making use of any of the Services (whether arising from negligence or otherwise)

19. FORCE MAJEURE

- 19.1. If the Company is affected by a Force Majeure Event it shall forthwith notify Guests of the nature and extent thereof.
- 19.2. The Company shall not be deemed to be in breach of any of its obligations in terms of these Terms and Conditions or otherwise be liable to Guests, by reason of delay in performance, by non-performance or by partial non-performance of any of its obligations hereunder to the extent that any such delay, non-performance or partial non-performance is due to any Force Majeure Event.
- 19.3. If the Company is affected by a Force Majeure Event it shall be entitled to, and may in its sole and absolute discretion, amend or cancel any of the Services or the remainder thereof, or to make any alteration in route, accommodation, transportation or arrangement in the event of the Services or any part thereof being rendered impossible, illegal or inadvisable due to a Force Majeure Event.
- 19.4. Notwithstanding the remaining provisions of this Agreement, the Company shall be entitled to and may in the interest of safety and security, in its sole and absolute discretion, amend or cancel any of the Services or the remainder thereof, or make any alteration in route, accommodation, transportation or arrangement in the event of the Services or any part thereof being considered unsafe or inadvisable by the Company for any reason whatsoever.

20. INFORMATION IN PROMOTIONAL MATERIAL

- 20.1. All information contained in the Company's brochures, websites and other promotional material is, to the best of the Company's knowledge, correct at the time of going to press. The Company reserves the right to change same at any time.
- 20.2. The photographs reproduced and information provided in any such brochures, websites and other promotional material depict typical scenes experienced and details on each destination; but the subject matter may not necessarily be seen or experienced while visiting that destination and the Company makes no representations and gives no warranties in this regard.

21. PHOTOGRAPHY

The Company shall be entitled to take photographs, films and videos (including in electronic format) of Guests for the duration of the Services provided in terms hereof. The Company, at its sole discretion, may use such photographic, film and video material so taken, for the purpose of any advertising or brochure productions without any consideration being payable to Guests, to which use Guests hereby irrevocably consents.

22. GOVERNING LAW

These Terms and Conditions shall be governed by, construed and interpreted in accordance with the law of the Republic of Botswana.

23. JURISDICTION

23.1. Subject to the provisions of clause 21, any legal proceedings arising out of or in connection with these Terms and Conditions, shall be instituted in High Court of the Republic of Botswana, which shall have exclusive jurisdiction to hear and determine such legal proceedings.

23.2. To the extent as may be necessary, Guests hereby consent and submit to the jurisdiction of the said court, as referred to in clause a above.

24. CONFLICT BETWEEN AGREEMENTS

In the event of any conflict arising between the provisions of these Terms and Conditions and the provisions of any agreement entered into between Guests and a booking agent, travel agent or any other third party in respect of the Services, the provisions of these terms and conditions shall prevail.

25. SEVERABILITY

Any provision in these Terms and Conditions which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* and severed from the balance of these Terms and Conditions, without invalidating or affecting the remaining provisions of these Terms and Conditions.

26. VARIATION OF STANDARD TERMS AND CONDITIONS

- 26.1. The Company reserves the right to alter and/or vary these Standard Terms and Conditions from time to time.
- 26.2. No variation or alteration of these Terms and Conditions shall be binding on the Company unless embodied in a written document signed or issued by the Company.
- 26.3. Any purported variation or alteration of these Terms and Conditions otherwise than as set out above shall be of no force or effect, whether such purported variation is written or oral, or a combination of both.

27. NON-WAIVER

No extension of time or relaxation of any of the provisions of these Terms and Conditions shall operate as an estoppel against the Company in respect of its rights herein, nor shall it operate so as to preclude the Company thereafter from exercising its rights strictly in accordance with these Terms and Conditions.

28. NO WARRANTY

To the extent permissible by law the Company shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded in these Terms and Conditions, whether it induced the booking to be made and/or whether it was negligent or not.