



BOOKING CONDITIONS

Mogalakwena Safari Tours

MOGALAKWENA SAFARI TOURS

BOOKING CONDITIONS

1. INTERPRETATIONS, IN THESE STANDARD TERMS AND CONDITIONS OF CONTRACT

a. “the client” means the person / s named on the reservation form (whether it be a provisional or confirmed reservation form) and who contracts with Mogalakwena on the terms and conditions hereunder. The client shall also include any agent who makes any booking of third party clients in respect of a reservation. Such agent, as well as the persons named on the provisional and the confirmed reservation form, shall be jointly and severally liable to Mogalakwena for the performance of their obligations in terms of these standard trading conditions, as well as any contract / s made pursuant thereto;

b. “services” means the provision of accommodation, transfers, transportation, booking of tours and excursions for the client in Africa. Such services include, but shall not be limited to the procurement by Mogalakwena, acting solely as agent for the client, with third party service providers, of hotel, lodge, backpackers’ and bed and breakfast accommodation, National Park Reservations, car hire and transfer reservations, air charter reservations, the procurement of reservations with any air or land carriers, scheduled departure safari reservations, set departure tour reservations, day tours, excursions and adventure activities reservations, and shall include any other services incidental to the a foregoing.

2. APPLICABILITY OF STANDARD TERMS AND CONDITIONS OF CONTRACT

All and any business or contracts undertaken or advice, information or services rendered by Mogalakwena, in connection with the services, whether gratuitous or not, is undertaken and provided in accordance with these standard terms and conditions of contract.

3. MOGALAKWENA ACTING AS AGENT ONLY

In terms of these standard trading conditions, and any contract /s concluded pursuant hereto, Mogalakwena acts as agent only for and on behalf of the client in procuring the services. As such, Mogalakwena shall procure the services for and behalf of the client as agent for it with relevant third party service providers concerned. Mogalakwena shall, under no circumstances, be liable for the acts and omissions of the relevant third party suppliers concerned.

4. QUOTATIONS, PAYMENT AND CURRENCY FLUCTUATIONS

4.1 All quotations given by Mogalakwena in connection with the services to a client shall be in writing and, unless otherwise agreed to in writing by a member of Mogalakwena, shall be in the currency of Botswana Pule (P). Such quotations shall be inclusive of Botswana value added tax (where applicable). Acceptance of any quotation by a client shall be in writing. Mogalakwena reserves the right to amend and increase any quotation, even after acceptance by the 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.

4.2 Any revision in quotes will be commensurate with the change in the currency exchange rates or the increase in the amounts payable. In the event of the client disputing the quantum of such increase, it shall be referred forthwith to the accounting officer of Mogalakwena for determination, who, in such determination, shall act as expert and not as arbitrator, and whose decision shall be final and binding on Mogalakwena and the client, and accordingly not subject to appeal.

4.3 All payments to be made by a client to Mogalakwena shall be free of exchange, deduction or set-off or whatsoever nature. Payments shall be made by the client to Mogalakwena by way of cash, direct transfer, forex transfer or by credit card. The client shall provide Mogalakwena forthwith, upon making any payment, with written proof thereof in the form of a deposit slip, remittance advice or credit card authorization form. The relevant reference number for the booking shall at all times be reflected on the proof of payment.

4.4 All payments due by a client to Mogalakwena shall be made no later than 3 working days after confirmation of a booking by a client.

4.5 Although Mogalakwena strives to ensure that all rates displayed on sites are correct and accurate, Mogalakwena reserves the right to request additional payments from clients, should properties which have seasonal/ special event rates, charge such rates. Certain properties/ property groups, make rate changes at their discretion, and at short notice. Any additional costs for such changes shall be payable to Mogalakwena, on demand.

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5. ITEMS NOT INCLUDED IN BOOKING

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 a foregoing, the costs of insurances as referred to in clause 10 below, insurance cover for cancellation and curtailment, repatriation costs, medical expenses, emergency evacuation, gratuities and beverages, optional meals and any optional excursion not reflected on the booking reservation.

Furthermore, all costs with regard to any complying with any special requirements, as outlined in paragraph 6.2 below, shall be borne by the client.

6. BOOKING PROCEDURE

6.1 In order to secure a provisional reservation for the services required by a client, the client shall complete in writing and dispatch to Mogalakwena a provisional booking reservation form. Simultaneously, the client shall pay Mogalakwena 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 Mogalakwena 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, Mogalakwena 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.

6.2 The client shall advise Mogalakwena in writing on the booking reservation form 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.

7. CANCELLATIONS AND REFUNDS

7.1 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 Mogalakwena and shall only be effective on the date of actual receipt by Mogalakwena. 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.

Mogalakwena entitled to act as agent or principal with regard to the provision of the services. 56 days or more notice 75 percent of the TBC shall be refunded

55 - 49 days notice is given 50 percent of the TBC shall be refunded

48 - 42 days notice is given 25 percent of the TBC shall be refunded

41 - 35 days or less notice given no refund of the TBC shall be made

7.2 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 terminating a booking for whatever reason, no refund shall be made unless with the prior written approval of a director of Mogalakwena.

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

7.3 Any cancellations made, in terms of these standard trading conditions shall be subject to the following deductions and administrative charges:

- Refunds to credit cards: the relevant cancellation fee, less a 6 percent credit card surcharge and an administrative charge.
- Direct bank deposits: the relevant cancellation fee, less actual bank charges debited by Mogalakwena’s bankers, less an administrative charge.
- Forex transfers: the relevant cancellation fee, less actual bank charges debited by Mogalakwena’s bankers, less an administrative charge.

Cash payments: the relevant administration charges, less actual bank charges debited by Mogalakwena’s bankers, less an administrative charge.

8. RIGHT OF RETENTION

Until such time as Mogalakwena has received payment in full for the services as set out in the confirmed booking reservation, all documentation, including without limited the generality thereof, airline tickets, vouchers for accommodation, excursions, meals and transportation (all of which hereinafter referred to as “the documents”) will not be issued or handed over to the client. The provisions of this clause shall entitle Mogalakwena so as to give it a right of retention or lien in respect of the documents.

9. ALTERATIONS TO ITINERARIES

9.1 Mogalakwena has the right at any time, and in 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 Mogalakwena’s control.

9.2 Any extra costs and expenses occasioned as a result of an alteration to or cancellation of itineraries as provided for in clause 9.1 above shall be payable by the client on demand by Mogalakwena.

9.3 Mogalakwena 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 9.3 shall be payable by the client on demand.

10. INSURANCE

10.1 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 dependants 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.

10.2 Under no circumstances shall Mogalakwena, its representatives, employees or members be responsible for any costs, losses incurred or suffered by a client, his dependants 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 be the relevant service providers and shall be obliged to settle such charges payable to the relevant service providers concerned.

11. VACCINATIONS & HEALTH

11.1 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 for the services for which he is booked attend at his medical practitioner or a travel clinic to obtain the necessary vaccinations, medication and advice. Mogalakwena does not accept any responsibility whatsoever for any client being refused entry to any country due to incorrect or incomplete health documentation or vaccinations.

11.2 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. In some cases, the Client will be required to provide a medical statement from a medical practitioner to confirm that they are fit to travel. Mogalakwena and its representatives will treat all information in the strictest confidence. Health Warnings: Malaria and Yellow Fever, Health Issues: 'Own Medication Responsibilities, Insurances, Emergency Medical Evacuation Insurance, are all extensively detailed on all Mogalakwena Africa web sites.

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12. 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 extend to vaccinations and other medical certificates, and all other travel documents, including traveller's cheques where applicable.

Mogalakwena 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, Mogalakwena shall not be liable for any costs of whatsoever nature occasioned thereby.

13. DISCLAIMER OF LIABILITY

13. 1 Mogalakwena shall not be liable to the client for any claim of whatsoever:- nature in connection with the provision of the services (whether in contract or delict) and whether for damages for personal injury or to property , howsoever arising, including, but without limiting the generality of the aforesaid:-

- any negligent act or omission or statement by Mogalakwena, its servants or agents;
- any grossly negligent act or omission or statement by Mogalakwena, its servants or agents;

Unless:

- such claim arises from the willful misconduct of Mogalakwena, its servants or agents;

ii. Mogalakwena receives written notice from the client no later than 7 calendar days from the event giving rise to the claim in question and, failing such notice, the client shall have no claim against Mogalakwena.

13.2 Notwithstanding anything to the contrary contained in these standard terms and conditions of contract, Mogalakwena shall under no circumstances whatever, be liable for any indirect or consequential loss / es, howsoever caused or suffered by the client.

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14. 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.

15. AIR TRAVEL

15.1 Air transportation will be economy class unless otherwise stated. The airfare and airport tax, which are quoted, are current and are subject to change without prior warning should the airline impose an increase in rates for any reason. Should the fare quoted not be available at the time of booking the next applicable fare will be booked and amended costs advised accordingly. Please note that fares may increase between time of booking, time of payment and the ticket being issued. Any increase in air fares shall be payable on demand by Mogalakwena by the client,

15.2 Mogalakwena cannot be held responsible should airlines discontinue flights on certain routings or change scheduled timetables resulting in missed connections. Should an amendment in routing or itinerary be necessary, any additional costs incurred will be borne by the client and shall be payable to Mogalakwena on demand.

15.3 Due to recent international events, many airlines / airports have extended the check in times of both domestic and international flights. Mogalakwena cannot be held responsible for any delays or circumstances that may result in a client missing their flight or subsequent transfers. Throughout the entire booking process, it is the responsibility of the client to ensure that enough time has been calculated in order not to miss connecting flights and transfers.

16. CHILD POLICY

16.1 A child of 12 years and older will automatically be regarded as an adult and charged the full adult rate for all services provided unless otherwise agreed in writing by Mogalakwena.

16.2 Certain suppliers offer a discounted rate to children under 12 years old, however rates will be advised according to the itinerary requested at the time of booking.

16.3 Certain accommodation establishments refuse permission to children under the age of 12 years, such as certain private game lodges. Acceptance of children is therefore subject to the availability of family units and specific conditions implemented by the supplier.

16.4 Suppliers, which allow children under 12, may have restrictions regarding activities, in which children may partake. This is at the discretion of the supplier and needs to be confirmed with Mogalakwena at the time of booking. Mogalakwena cannot be held liable for any changes to the suppliers' child policy.

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17. DEFAULT BY CLIENT AND RECOVERY OF ATTORNEY AND OWN CLIENT COSTS

17.1 Overdue amounts due by the client to Mogalakwena shall bear interest at the prime rate of interest charged from time to time by Standard Bank of Botswana Limited to its first class corporate clients, plus 3 percentage points thereon, which rate may be proved by a certificate from any duly authorized official of the said bank, and shall constitute prima facie proof of the contents thereof. Such certificate may be used for the purpose of provisional sentence or summary judgment in any legal proceedings.

17.2 A certificate by any duly authorized employee of Mogalakwena or by any of its members shall be prima facie proof as to the outstanding amount due and payable by the client to it in terms hereof. Such certificate may be used by Mogalakwena for the purposes of provisional sentence or summary judgment in any legal proceedings.

17.3 In the event of Mogalakwena incurring any legal costs pursuant to any breach by the client of any of its obligations, the client shall be liable for and pay Mogalakwena's costs thereby incurred, on the scale as between attorney and own client.

18. PHOTOGRAPHIC MATERIAL

Mogalakwena shall be entitled to take photographs, films and videos (including in electronic format) of the client during his excursions, as well as at any time during the client's sojourns in Africa for the duration of the services provided in terms hereof. Mogalakwena, at its sole discretion, may use such photographic, film and video material so taken, for the purpose of any advertising or brochure productions, which the client irrevocably gives his consent thereto, and without any consideration being payable to the client.

19. APPLICABLE LAW

These standard terms and conditions and all agreements entered into between Mogalakwena and the client pursuant thereto, and on the terms thereof shall be governed by and construed according to the laws of the Republic of Botswana, irrespective of the place where the agreement / s where entered into.

20. JURISDICTION

20.1 Subject to the provisions of clause 20.3 below, any legal proceedings arising out of or in connection with these standard terms and conditions, or any agreement entered into pursuant thereto, shall be instituted in the High Court of Botswana, which shall have exclusive jurisdiction to hear and determine such legal proceedings.

20.2 To the extent as may be necessary, the client hereby consents and submits to the jurisdiction of the said court, as referred to in clause 20.1 above.

20.3 Notwithstanding the provisions of clause 20.1 above, Mogalakwena shall have the discretion to institute legal proceedings against a client in any Magistrate's Court having jurisdiction in terms of Act no. 32 of 1944, as amended, notwithstanding that the amount claimed in such proceedings would otherwise exceed the monetary jurisdiction of the said Court.

21. VARIATION OF THESE STANDARD TERMS AND CONDITIONS OF CONTRACT

No variation or alteration of these standard terms and conditions of contract shall be binding on Mogalakwena unless embodied in a written document signed by a member of Mogalakwena. Any purported variation or alteration of these standard terms and conditions of contract 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.

22. NON-WAIVER

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