

# TAWANA SELF DRIVE TAWANA TRAVEL

## TERMS AND CONDITIONS

### 1 Definitions

**Tawana Self drive** and **Tawana Travel** are trademarks of **Tawana Safaris Proprietary Limited**. In this document they are referred as “**Tawana Safaris**”.

The “**Client**” shall mean the person or company who has made a booking and each person who travels under the same booking.

"Force Majeure" means any circumstances beyond the reasonable control of Tawana Safaris, including, but not limited to, flood, fire, war or threat of war, sabotage, civil disturbance, quarantine, pandemic, government intervention, weather conditions or other unexpected occurrences.

The “departure” or “departure date” is the beginning date of the trip as stated on the invoice. It's usually the date of arrival in the country of travel.

### 2 Contract

- 2.1 The agreement will become effective as from the date the deposit is received by Tawana Safaris and reception has been confirmed in writing by Tawana Safaris
- 2.2 The agreement is subject to Botswana Law and the parties consent to the jurisdiction of the Botswana Courts.
- 2.3 By making a reservation with Tawana Safaris and paying the deposit, the client accepts these terms and conditions as part of the agreement and acknowledges to be bound thereby
- 2.4 Tawana Safaris reserves the right to increase the agreement price of any tour prior to departure due to factors beyond the control of Tawana safaris, such as, but not limited to, increase in taxes, new government legislation or fluctuations in exchange rates.
- 2.5 The customer may have to sign other contracts during the trip with the service providers involved. Any dispute regarding these contracts must be settled with the company concerned

### 3 Booking and payment

- 3.1 A 25% deposit of the full amount due is required to confirm any reservation.
- 3.2 Deposit can raise up to 50% depending on the terms and conditions of the lodges that may be booked on behalf of the Client. This will be mentioned in the invoice before payment.
- 3.3 Tawana Safaris must receive the balance of the agreement price no later than 61 (sixty one) days prior to departure.
- 3.4 Late booking, i.e. less than 61 days before departure must be paid in full to confirm the reservation
- 3.5 Payment can be made by bank transfer or by credit card (VISA or MASTERCARD) via an online payment platform
  - 3.5.1 Payment by bank transfer must be made in the currency indicated on the invoice
  - 3.5.2 Payment by card can only be made in Pula (BWP). The Pula amount will be indicated on the invoice or can be requested by the client from Tawana Safaris.
  - 3.5.3 Exchange rates for payment are based on the midmarket rates provided by Xe.com Inc on the date/time Tawana Safaris request it.
  - 3.5.4 There may be a difference between the amount debited from the Client's account and the amount stated on the invoice, after payment. This is due to the fluctuations in exchange rates and Client's bank fee. This does not constitute a breach of contract.

## **4 Cancellation**

- 4.1 Any cancellation of a booking by a Client, must be made in writing (email) and shall only be effective upon its written acknowledgement by Tawana Safaris. The date on which Tawana Safaris receives the correspondence from the Client will determine the cancellation charge.
- 4.2 Cancellation charges (as a percentage of the fully quoted price) will be incurred as follows:
  - Cancellation 61 days or more before departure date: 25%
  - Cancellation 60 days to 45 days before departure date: 40%
  - Cancellation 44 days to 31 days before departure date: 70%
  - Cancellation less than 31 days before departure date: 100%
- 4.2.1 The above cancellation fees exclude any cancellation fees of lodges and other accommodation establishments that require larger deposits or full payment in advance of the arrival of the client, which may have to be added. Cancellation fees in these cases will be determined and applied subject to the terms and conditions of the relevant accommodation establishments.
- 4.3 No refunds will be paid for no-shows or any unused services

## **5 Change**

- 5.1 Tawana Safaris shall not be deemed to be in breach of these terms and conditions or otherwise be liable to the Client, by reason of delay in performance, or by non-performance, of any of its obligations that any such delay or non-performance is due to any Force Majeure.
- 5.2 If Tawana Safaris is affected by Force Majeure it shall be entitled to, and may in its sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the tour. No refunds are given for circumstances arising beyond Tawana Safaris' control, necessitating alternative arrangements being made to ensure the safety and/or further participation to the trip.
- 5.3 Tawana Safaris will make every effort to adhere to the confirmed itinerary. However, where involuntary changes are significant— such as change of accommodation or transportation — Tawana Safaris shall make every effort to offer the client an alternative tour of a comparable standard.
  - 5.3.1 Should the alternative be of a lesser standard, the client will be refunded the difference, but should there be an increase, the client shall have the right to either reject the alternative and obtain a refund of the relevant portion of the original contract sum, or to accept the alternative and pay the increased cost.
  - 5.3.2 In the event of the client rejecting the alternative tour and claiming a full refund, such rejection will be treated as a cancellation and the refund will be calculated according to these terms and conditions. The client shall have no claim against Tawana safaris for any damages arising out of the alternative booking.
- 5.4 Should the Client wish to make a voluntary change to the booking, Tawana Safaris reserves the right to charge the applicable cancellation fees referred to in this agreement as well as an additional administration fee of BWP200 per person per booking amended together with any additional costs arising from the voluntary change, including those charged by the relevant supplier.

## **6 Travel Insurance and client's obligations**

- 6.1 Client agrees to purchase comprehensive travel insurance at the time of the booking. Client acknowledges that without such travel insurance, Client will be responsible for all costs arising from any cancellation, re-routing or rescheduling of the trip or any emergency (medical or other) that may arise during the travel. Client agrees that in the event of failing to purchase adequate insurance cover, Client will not hold Tawana Safaris responsible for any harm or loss that he may suffer.
- 6.2 The client must ensure passports, visas and any other requirement (such as Covid tests) are valid to enter the countries and for the duration of the trip. Tawana Safaris cannot be held liable for any necessary medical test, visas or other travel documents not arranged for by clients
- 6.3 Should the client need to undergo mandatory quarantine once in-country with regards to any government law, this will be at the client's own expense.

## **7 Liability of Tawana Safaris**

- 7.1 Tawana Safaris acts solely in the capacity of an intermediary for third parties and as such Tawana Safaris holds themselves free of responsibility or liability for any delays, loss or damages from any cause whatsoever including loss/delay/damages/ dissatisfaction caused by third party products and services.
- 7.2 Tawana Safaris shall be exempt from all liability in respect of any claim whatsoever as aforesaid, the Client acknowledging that, in the case of a defective product, it is unreasonable to expect Tawana Safaris to have discovered the product failure having regard to Tawana Safaris role in arranging access to the third party products and services on behalf of the Client.