

TERMS AND CONDITIONS OF SALE

1. Acceptance

Making a booking with Gondwana Tours and Safaris Pty is taken as acceptance by the customer of these terms and conditions.

1.2 Definitions

1.2.1 "Company"

Gondwana Tours and Safaris Pty is a limited company registered in Botswana, Africa.

We are company number 2009\7478 and our registered office is at:

Boro Ward 1, P.O. BOX 250 163, Maun, Botswana

1.2.2 "Group Leader"

For each trip that we book, the first customer named on the paperwork is known as the 'group leader'. Whilst putting a trip together during the sales process, the majority of the dialogue will usually take place with the group leader. Leading up to and subsequent to an order being placed, it is the group leader who is responsible for providing all necessary information to us and for honoring all payments and penalties due on the trip.

1.2.3 "Contract"

These terms and conditions refer to a contract made between the Company and the Group Leader.

The contract is also referred to herein as the "booking" and the "trip".

1.2.4 Legal Jurisdiction

Botswana Law will apply to the contract and to any dispute, claim or other matter of any description which arises between us. All parties agree that any dispute, claim or other matter of any description which arises between us must be dealt with under the HATAB or similar arbitration schemes (if such a scheme is available for the claim in question) or by the courts of Botswana only.

2. Conditions of website use

2.1 Copyright

All of the content of our website is copyrighted. Permission must be obtained from us in writing if you wish to use any of our content for any other purpose than supporting yourself on a trip booked with us.

2.2 Fraudulent enquiries

Requests for quotations and other information submitted to us by any of our competitors, potential suppliers or their associates, under the guise of being a genuine customer request, will be treated as fraudulent. Discovery of any such fraud will be pursued in the courts to the maximum penalty. We will not only claim for time lost directly on fielding such enquiries, but we will also make much larger claims concerning the advantage gained by the possession of such information provided in the competitive environment in which we operate.

3. The bookings process

3.1 Making a booking

During the sales process you will probably be provided with a number of different quotations. When you are sufficiently satisfied with a quotation that you are ready to proceed to booking, preferably by telephone or e-mail.

Before entering this quotation into our Purchasing Department, we will need confirmation of certain information from you, including personal details for each traveller, start and end connection details etc. We will also need details of a credit or debit card from you for reasons described below. It is the advising of these credit or debit card details that is taken as the instruction by yourselves to proceed with the booking and from this point forth the booking becomes a binding contract between the company and the party leader. The party leader therefore becomes liable to make all payments for all guests on the trip and any cancellation or amendment fees that may subsequently arise.

3.2 Price guarantee

Once you have made your booking, we guarantee to honor the prices for each individual item shown on your quotation, with the following exceptions ...

- a. Estimated price rises : Where we are making a booking for a period of time that we do not yet have prices from the supplier, we usually include an estimated price rise. Such price rises will be reconciled usually by the time that final payment becomes due and the group leader is obliged to cover such increases to a maximum of twice the estimated increase.
- b. Regulatory fees and taxes : In Africa we are exposed to sudden changes in items such as park fees and taxes. The group leader is responsible for paying any additional charges of this nature.
- c. Fuel surcharges : Similarly we are occasionally exposed to sudden changes in fuel costs, which we need to pass on to our customers if our suppliers demand them of us. The group leader is responsible for paying any additional charges of this nature.
- d. Major errors : In the event of a major error having occurred in our quotation whereby we have significantly undercharged for a trip, we reserve the right to withdraw our offer.
- e. Exchange rate fluctuations : Very rarely our suppliers feel the pinch from a large movement in the international exchange rates and need to add an exchange rate surcharge to their invoices to us. The group leader is responsible for paying any additional charges of this nature.

3.3 Timing and method of payment

At the point of making a booking you will be able to select your method of payment.

Payments are scheduled as follows ...

- Payment due on booking 25%
- Payment due 60 days before travel 75%

In order of preference payment can be made by :

- money transfer
- credit or debit card

Payment can also be made using any combination or multiples of the above methods.

It is common for us to separate out payment for different individuals within a trip and accept different methods of payment from each, but communication of the relevant information should always take place via the group leader, who remains financially responsible for the whole trip.

3.4 Obligations during the purchasing process

The obligations for payment by the group leader mentioned above are based on the assumption that we are able to book the trip as quoted. If we are not able to book the trip, usually due to a lack of availability, then all obligations for payment are waived. We do however reserve the right to make small modifications to the trip during the bookings process, whilst the payment obligations on the part of the group leader remain intact. Such small modifications are however limited to ...

- a. The replacement of up to two lodges within a trip by lodges which GTS defines as interchangeable.
- b. The rearrangement of the order of the lodge nights within a trip.
- c. The adjustment of the number of nights spent at each lodge within a trip.
- d. The movement of any transport element from one supplier to another.

Changes such as these are relatively unusual since by the time a trip passes to purchasing most elements will be either showing as available or already on hold with the suppliers. These conditions are only really in place in order to prevent customers from using a small change on the invoice as an excuse to cancel a whole trip without honoring their obligation to pay cancellation charges.

For any changes which involve any downward movement in price, the trip will be charged at this lower price. For any changes which involve an upward movement in price, then the company will either need to seek permission from the group leader to make the change and pass the cost on, or will need to absorb in the increase in cost and continue to offer the trip at the agreed price.

The group leader is obliged to accept any changes arising due to errors or omissions on the trip paperwork, so please be sure to read your quotation paperwork carefully. Excepted from this are errors or omissions which could not possibly have been picked up by the group leader, which will either be absorbed by us or the order will be declined as per the following paragraph.

At any time between the making of a booking and the delivery of receipt paperwork to the group leader, the company reserves the right to decline to supply the trip.

3.5 Special Requests

Our paperwork permits certain special requests to be entered into the contract, such as special diets. If a request is made which does not form part of our paperwork then it does not form part of the contract, regardless of what other communication may have passed outside of the trip documentation.

3.6 Currencies

All our quotations are made in either US\$, Euro or Botswana Pula, primarily because this is the currency that we use to purchase from the majority of our suppliers here in Africa. Customers wishing to pay in US\$ can do so by making a bank transfer directly into our US\$ bank account. Customers holding a US\$ denominated credit/debit card can also make payments directly in US\$.

3.7 Payment and paperwork

Once a trip has successfully been booked it passes from our Purchasing Department to our Accounts Department. If the trip start is within 0 to 59 days hence, then the whole of the amount will be taken and Final Paperwork dispatched by email to the group leader.

If the trip start is more than 60 days hence, then the deposit amount will be taken and Interim Receipt Paperwork dispatched by email to the group leader. Just before the 60 days interval is reached, our Accounts Department will contact the group leader to double check the intended method of payment before the balance is taken and Final Paperwork dispatched by email to the group leader.

The group leader is responsible for printing the prescribed number of copies of the trip paperwork, distributing them appropriately between guests where the party splits at any time during the trip and for ensuring that this paperwork is carried and presented where appropriate on the trip.

3.8 Alterations by you to your booking

Should you wish to make a change to your booking, then we will usually need to charge an amendment fee to cover additional administration costs. These charges can be quite significant, so best to avoid changes if at all possible.

If the changes involve the actual cancellation of any element of the booking, standard cancellation charges will apply. Changes which involve adding to an existing booking can usually be carried out without an amendment charge.

3.9 Cancellation by you

Should you wish to cancel your trip in whole or in part, notice can be given verbally but must be followed up by email by the party leader. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost of the elements being cancelled, excluding insurance premiums and amendment charges, neither of which are refundable. The amount of the cancellation fee depends upon the time period defined the interval between the arrival of the email notice of cancellation at our Maun office during standard office hours and the scheduled arrival time by the customer at the initiation of the services. The scale of cancellation charges is as follows:

00 to 29 days : 100%

30 to 59 days : 75%

60+ days : 50%

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

Where any cancellation reduces the number of full paying party members below the number on which the price, or any concessions agreed for your booking were based, we will recalculate these items and reinvoice you accordingly.

Where a customer has paid a deposit for the element which does not cover the cancellation fee, then the Company reserves the right to take the balance from the customer's credit card without prior notice.

3.10 Changes and cancellations by us

Very occasionally we may experience the failure of a supplier, or more commonly, the inability of a supplier to deliver an agreed service. One example that springs to mind is the inability of a safari operator to put a mobile camp out into the field due to a change in park regulations, the closure of a road or border or extreme weather conditions.

A more common but still relatively rare occurrence is an error being made during the bookings process, either by ourselves or our suppliers, which leads to a lack of availability for a particular element of the trip.

In both cases we will endeavour to replace the service with an equivalent, which would not impact on the status of the booking and its payment and delivery obligations. In some cases this may not be possible and we will need to seek your agreement to a more significant change. In an extreme case a whole trip may have to be cancelled or rebooked for alternate dates, in which event we will cover any additional administration charges, but any increase in the price of the trip or knock-on costs arising beyond the scope of our trip paperwork, such as changes to your international flights etc. will need to be covered by the group leader.

3.11 Insurance

Customers are required to provide for themselves all necessary insurances against personal injury, loss, damage, theft, cancellation, delay etc. Some of the elements sold by us inherently have a high risk factor involved for the customer (eg. diving, safari, flying, mountain climbing etc.) and we take no responsibility for the consequences of the customer taking on such risks. We do however personally test drive as many of the dive operators, flights operators, hotels and safari operators as we can in order to determine them to be well-run and safe operations. This is not however a professional opinion, but our conclusion based on how much risk we would personally be prepared to take. All customers are responsible for ensuring that they have full insurance cover from the moment that they first place their order and covering the whole period before, during and after travel.

Travel insurance is also one of the most important aspect of protecting your trip in case of failure or cancellation, so please make sure that you have it in place from the moment that you first make your booking and covering the whole period before, during and after travel.

Good travel insurance will cover you against most eventualities, but be careful to read the small print on your policy to be sure. We particularly recommend checking the following areas ...

... that medical cover includes full evacuation and repatriation

... that it covers high altitude trekking if you are climbing Kilimanjaro or other large mountains

... that it covers scuba diving if you intend to participate in this

... that it covers quad-biking, bungee jumping, ballooning or any other activity in which you intend to participate

... that it covers charges that you may incur in case of cancellation

4. The trip

4.1 Suitability and behaviour

We reserve the right in our absolute discretion to terminate without notice the trip arrangements of any customer whose behavior is such that it does or is likely, in our reasonable opinion, or in the opinion of any operator or any other person in authority, to cause distress, damage, danger or annoyance to any third party, or to cause damage to property.

Our trips can be physically demanding. It is your responsibility to disclose an accurate account of any limitations in your mobility and all other relevant information relating to your health and fitness at the time of booking. You must also advise us of any change to your level of mobility or health and fitness between booking and starting your trip. We reserve the right in our absolute discretion to terminate without notice the trip arrangements of any customer who is likely, in our reasonable opinion, or in the opinion of any operator or any other person in authority, to be unable to cope adequately with the demands of the trip.

In either of these circumstances all our obligations to you under this contract or otherwise shall cease, full cancellation charges apply and we shall not be liable for any refund, compensation or costs incurred by you whatsoever.

4.2 Problems arising during a trip

If problems arise during a trip, then the customers are requested to make GTS or its agents aware of the details of any such problems as soon as possible in order that corrective action can be taken. Usually we can act fast to resolve any such problem satisfactorily. Claims arising from problems through which the customer has suffered in silence and not given us the chance to rectify, only to issue a complaint well after the event, will not be entertained.

In dealing with a legitimate complaint post trip, any evidence that you are able to gather at the time will be most helpful, especially photographs. Please bear in mind that when determining whether a refund is due, we will need to negotiate with the supplier in question after your return, so any concessions that you are able to obtain from them directly can also come in very handy in reaching an expedient solution.

5. Post trip

5.1 Our liabilities and their limitations

We promise to make sure that the trip arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care.

We accept reasonable responsibility for any loss, injury or damage resulting as a direct consequence of the mis-delivery of any of the services contracted within your trip, except where specific notice is made in your trip paperwork of a particular risk (for example when booking a guesthouse whose booking office is known to be unreliable) or danger (for example due to exposure to high altitudes on Kilimanjaro).

It is important to be aware that you are travelling in areas of the world which can be dangerous or difficult. We expect of our guests a certain level of awareness of such issues and cannot take any responsibility for guests being duped by scams or otherwise inconvenienced or suffer any loss or injury as a result of parties not directly concerned in the provision of the services described within the contract. In other words, we expect you to be reasonably streetwise when in any public places, especially airports and towns.

We do not accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by ourselves and we have not agreed to arrange them and any excursion you purchase during your trip.

In addition, regardless of any wording used by us on our website, in any of our brochures or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of Botswana or the country of origin of the traveller, which would have applied had those services been provided in the traveller's home country. This term also includes where the

claim or complaint concerns the absence of a safety feature which might lead a reasonable customer to refuse to take the trip in question, since many safety features that would be taken for granted back home (such as child seats in road vehicles) are not provided as a matter of course in all the countries in which we operate.

Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 12 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage or loss as a result of "force majeure". In these booking conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

5.2 Additional excursions and activities

We may provide you with information about activities and excursions which are available in the area you are visiting. We have no involvement in any such activities or excursions which are neither run, supervised nor controlled in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in these booking conditions will not apply to them.

We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area(s) you are visiting generally (except where this concerns the services which will form part of your contract) or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel

that any of the activities mentioned in our brochure which are not part of our contract are vital to the enjoyment of your trip, email us and we will advise you the latest known situation. If we become aware of any material alterations to lodge/area information and/or such outside activities which can reasonably be expected to affect your decision to book a trip with us, we will pass on this information at the time of booking.

5.3 Transfers and their knock-on effects

Should any of the elements of a trip fail, such as the non-departure of a boat or plane, then we will endeavor to rearrange the trip as best is possible to minimize the impact, but we cannot be responsible for any knock on effects arising from such a failure.

In practice you will not need to, but for legal reasons we have to insist that the customer must check with local operators the exact times and schedules for transport. There are only a few departures on which a failure can cause serious knock-on effects and we always try to construct trips which avoid such risks and will try to make you aware of any such possibilities. In Africa you soon learn to build a little bit of slack in your schedule.

In addition to the above, we would also like to point out that Africa is not geared up for last minute and instantaneous delivery. GTS insists that any failure arising in a reservation made less than seven days in advance is completely at the customer's risk.

5.4 Information

The company takes no responsibility for loss, damage or injury arising from any shortfall, error or omission in the information passed to the customer during the course of the sale or subsequent delivery of the product.

5.5 Specific room requests

Specific room bookings are usually honored but cannot be guaranteed. Where a booking has been incorrectly made, or double booked and the customer is not able to stay in the allotted hotel, then the company is liable to return only the sum paid by the customer for that element of the trip.

5.6 Health and other third world issues

Customers are reminded that when travelling to Africa they should not necessarily expect the same standards of hygiene, security or service that you would in more advanced regions. One of our biggest problem areas is customers not taking adequate health precautions whilst travelling. GTS takes no responsibility for incidents of food-poisoning or other illnesses, even where the contamination can be proved to be from a source booked through the company. The customer must take full responsibility for their health at all times, even if this means inspecting the kitchens themselves.

We would also like to point out that travelers cannot necessarily expect the same levels of health and safety that they may be accustomed to back home. A good example of this would be seat belts,

which whilst being obligatory in all vehicle seats in many countries, are not necessarily even provided in some or all seats in transfer and safari vehicles. Child seats too may not be required and may not be available. If you have any particular concerns or requirements in this area then we invite you to make specific enquiries before making your trip, as we cannot offer any special cancellation terms arising out of any shortcomings in this area.

5.7 Conditions of suppliers

Many of the services which make up your trip are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions. Copies of the relevant parts of these terms and conditions are available the supplier concerned.