



## Agreement

between

**TAKAMISE TOURS & SAFARIS CC**

and

**TAKAMISE**  
TOURS AND SAFARIS

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**DATE OF BIRTH:** \_\_\_\_\_ **PASSPORTNUMBER:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_ **TELEPHONE NUMBER:** \_\_\_\_\_

**PAYMENT METHODE:** \_\_\_\_\_

### DEFINITIONS

#### 1.1

"Agreement" means this agreement, including any appendices to the agreement.

#### 1.2

"Company" means Takamise Tours & Safaris C.C., a company duly incorporated and registered in accordance with the Namibian Law, registration lo.CC/2008/2904 and registered with the Namibian Tourism Board.

#### 1.3

"Guest" and "Client" means the person indicated on top of this agreement representing the people travelling.

#### 1.4

"Guest" and "Client" means persons of both gender.

### PREAMBLE

#### 2.1

This agreement regulates the terms and conditions upon which the client will purchase travel arrangements from the company.

### PASSPORT, TRAVEL PERMITS AND VISAS

#### 3.1

The onus lies with the client to ensure that passports, visas, travel permits and other documents required for the trip are obtained by guests and are in order for the countries to be visited.

#### 3.2

The company, its staff and agents cannot be held liable for any visas and other required travel documentation not held by the guests.

#### 3.3

Prices quoted do not include costs of obtaining passports, visas, re-entry visas/permits and other documents.

### **3.4**

It is the client responsibility to pay any additional costs incurred either personally or by the company on their behalf by virtue of any failure by them to comply with such requirements.

### **3.5**

It is the client responsibility to carry their travel documentation with them at all times during the safari or tour.

### **3.6**

Visitors need a passport, valid for at least a further six months when visit expires, with a minimum of two open pages. Please inquire at the embassy in your country.

### **3.7**

Drivers must be in possession of a valid, international driver's license.

## **HEALTH REQUIREMENTS**

### **4.1**

Guests should consult their medical practitioner for specific advice with regard to malaria precautions and other necessary vaccinations.

### **4.2**

Guests carrying a contagious disease must inform the company of the details of the disease at the time of booking.

### **4.3**

Guests requiring specific medication/medical equipment are required to bring these with them. The company will accept no responsibility for either storing or administering this medications/equipment.

### **4.4**

No guests will be accepted on the trip or be permitted to continue on the trip while their status of mental and/or physical condition is , in the opinion of any representative of the company , such as to render them incapable of caring for themselves ,making themselves objectionable to other guests or becoming a hazard to themselves or other guests. The company will not be responsible for any other costs incurred or any refund to such persons should they be precluded from completing their travel arrangements for any of the above reasons.

## **LIABILITY AND INSURANCE**

### **5.1**

Takamise Tours & Safaris CC only acts as agent in respect of all bookings, accommodation, flights, safaris and other services hired. Therefore we do not accept liability whatsoever for death, accidents, injuries, financial detriment or services not rendered as a consequence of late arrival due to illness, accident or damage to vehicles due to bad weather/road conditions or any other circumstances out of our control.

### **5.2**

Comprehensive and adequate insurance is a condition of travel. The responsibility lies solely with the client to ensure that the correct comprehensive travel and medical insurance to adequately cover any eventuality during the course of their trips is taken out.

### **5.3**

The insurance should include cover in respect of but not be limited to the following eventualities: Cancellation or curtailment of the safari , accommodation, or self drive tour for any reason whatsoever, emergency evacuation expenses, all medical expenses including emergency assistance, accidental death and disability, repatriation expenses, damage/theft/loss of personal baggage, goods and money and any personal effects. The company including its representative, employees and agents assumes no responsibility for any costs or losses incurred or suffered by guests or any third party, in respect of but not limited to any of the aforementioned eventualities.

### **5.4**

Guests will be charged directly by the relevant service providers for any emergency services that they may require whilst travelling and may find themselves in a position of being unable to access such services should they not be carrying the relevant insurance cover.

### **5.5**

Neither the company nor any person acting for or on behalf of the company will be liable for any loss, damage or injury whatsoever and however arising including without limitation, all direct and indirect, consequential and special losses or damages, sustained by the client on whose behalf the company has made the bookings, from or in connection with the travel arrangements undertaken by the client with the company.

### **5.6**

Without limiting the foregoing you hereby indemnify and hold the company ,its employees and agents, harmless against any and all claims made by any guests arising from loss, injury, death, illness, delays, theft, fines ,taxes or other fiscal charges or penalties or any other claims . This indemnity is given in the knowledge that the travel arrangements made on behalf of the client may take you in close contact with wild animals. Although attacks by wild animals are rare, no guarantee is given that this will not occur. On certain safaris arranged by the company on behalf of the client the client/guests may sleep in unfenced camps and areas where wild animals will cross the camp or campsite.

### **5.7**

The company may in its discretion and without liability or costs to itself, at any time cancel or terminate travel arrangements, either prior to or during the travel, in the event of the client having a contagious illness, conducting himself in an illegal manner, or conducting himself in a manner that renders him incompatible with either the staff of the company or the fellow guests travelling with him ,or putting other guests because of his behaviour / manners in danger. If the company terminates any booking for any such reasons the client whose booking is terminated will not be entitled to any refund for the travel arrangements made.

## **AIRLINE / CHARTER CLAUSE UND APPLICABLE FOR FLY-IN-SAFARIS**

### **6.1**

The airline/charter used by guests will not be liable for any act, omission or event whilst the guest is not on board that airline's airplane or conveyance. The flight ticket issued by the airline/charter or by any other carrier concerned with constitutes the sole contract between the airline/charter and the purchaser of the flight ticket.

## **SURCHARGES**

### **7.1**

The company will give the client written notification of any surcharges, the impact it will have on the price quoted, and the date upon which the surcharges become applicable.

For the purpose of this provision surcharges may include, but not limited to:

A)

Additional costs are levied by the respective Governments in relation to taxation increase.

B)

Park fees increases.

C)

Tourism Levy increases.

D)

Adverse, economic and political changes to the prevailing environment, covering the likes of fuel prices, airfare increases and exchange rate fluctuations.

## **REFUNDS**

### **8.1**

The company will use its best endeavors to ensure that all booked services, accommodations and excursions are available. The company cannot be held liable for any claim of any nature including refund, either in whole or in part, arising from any booked services being unavailable. No refunds will be made by the company in the event of a guest being unable, for any reason whatsoever, to use any services offered in the itinerary.

## **FORCE MAJEURE**

### **9.1**

"Force Majeure" means, in relation to the company, any circumstances beyond the reasonable control of the company including but not limited to:

### **9.2**

Acts of god, flood, tempest, fire or accident, war or threat of war, terrorist attacks, sabotage, insurrection, civil disturbance or unrest, sickness, quarantine, government intervention or hindrance of any kind, weather conditions or other untoward occurrences.

### **9.3**

For the purpose of these agreements, a Force Majeure event will also include a situation where government park regulations can change and parks are not available any more for carrying out safaris by the safari tour operator.

### **9.4**

If the company is affected by Force Majeure, it shall notify the client as soon as possible of the nature and extent of the Force Majeure.

### **9.5**

The company shall not be deemed to be in breach of these terms and conditions or otherwise be liable to the client, because of delay in performance, or by non performance of any of its obligations hereunder to the extent that any such delay or non performance is due to any Force Majeure.

## **9.6**

If the company is affected by Force Majeure it shall be entitled to, and may in its sole discretion, vary or cancel any itinerary or arrangement in relation to a confirmed booking. Payment of any refund by the company to the client as a result of non-performance of any of the company's obligations hereunder shall remain in its sole and absolute discretion although the company shall use its reasonable endeavors to reimburse the client where possible. In all cases the company shall be entitled to deduct from any refund recoverable, the reasonable actual and potential costs to the company of the Force Majeure.

## **9.7**

Where a Force Majeure event has occurred it shall remain in the company's sole discretion whether to proceed or not proceed with the trip. If the company is of the opinion that the trip may proceed and the clients choose to cancel their trip, no refund will be payable to the clients.

## **PHOTOGRAPHY**

### **10.1**

The company reserves the right at its sole discretion and without notice, to make use of photos or films taken by the company on any of the company's trips. The company will not be obliged to make payment to any clients/guests for the use of any photograph. The company undertakes not to use any photographs of a compromising nature.

## **SPECIAL REQUESTS**

### **11.1**

The client must advise the company in writing of any special request, e.g. diet or facility, guests may have. The company will attempt to meet any such request whenever possible. Certain requests may incur additional costs which will be charged to the clients account. Any such charges will be communicated to the client at the earliest possible opportunity.

## **AGE LIMITS OF GUESTS**

### **12.1**

Certain destinations booked by the company will be subject to minimum and maximum age limits. At the time of making the booking request the client is required to advise the company of the age of the guests travelling. For each booking the company will advise the client whether age limits are applicable.

## **TERMS OF PAYMENT**

### **13.1**

A non refundable deposit of 20 % is payable at confirmation of booking. The deposit is taken into consideration when full settlement is required 45 days prior to arrival, except if other payment conditions have been agreed upon. At cancellation of the trip more than 45 days ahead the deposit is forfeited and not repayable. Full payment is due 45 days before commencement of the trip and is to be deposited into the account of Takamise Tours & Safaris CC, except if other arrangements have been made in writing. Takamise Tours & Safaris CC, reserves the right to cancel bookings when terms and conditions are not complied with. The rate of exchange (SM Rate) applied by the banks at time of transfer is taken by Takamise Tours & Safaris CC as a basis of all calculations. Exchange differences arising up to receipt of funds, are payable by the client and are due at commencement of trip.

## SERVICES HIRED

### 14.1

See travel costs provided previously via e-mail.

## CANCELLATION CHARGES

### 15.1

#### 45 DAYS AND MORE BEFORE COMMENCEMENT OF TRIP:

Client pays 20% of total charges or all cancellation fees charged to Takamise Tours & Safaris CC.

### 15.2

#### 30 TO 45 DAYS BEFORE COMMENCEMENT OF TRIP:

Client pays 50% of total charges or all cancellation fees charged to Takamise Tours & Safaris CC.

### 15.3

#### 15 TO 30 DAYS BEFORE COMMENCEMENT OF TRIP:

Client pays 75% of total charges or all cancellation fees charged to Takamise Tours & Safaris CC.

### 15.4

#### 15 DAYS OR LESS BEFORE COMMENCEMENT OF TRIP:

Client pays 100% of total charges or all cancellation fees charged to Takamise Tours & Safaris CC.

## SPECIAL CONDITIONS

### 16.1

In the case of a legal dispute the English version of this contract will be binding.

### 16.2

The domicilium citandi et executandi of this contract is Windhoek/Namibia.

## SIGNATURE

### 17.1

The client's signature of this agreement shall contribute authority, to debit his credit card with the applicable cancellation fees in case of cancellation of the hired service.

#### SIGNATURE CLIENT:

\_\_\_\_\_

(Place) \_\_\_\_\_

(Date) \_\_\_\_\_

For **TAKAMISE TOURS & SAFARIS CC:**

#### CLAUS O. J. DAU:

\_\_\_\_\_

(Place) \_\_\_\_\_

(Date) \_\_\_\_\_

## TAKAMISE TOURS & SAFARIS CC

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