

## BOOKING TERMS AND CONDITIONS

**1. THE CONTRACT:** In this Contract the following words shall have the corresponding meanings unless the context otherwise indicates and the same meanings shall be applicable **mutatis mutandis** to the booking conditions:

<b>BARTMAN TRAVEL</b>	means	Bartman Travel Creations
<b>THE CLIENT</b>	means	The person who accepts the booking by signature.
<b>PERSONS UNDER HIS AUTHORITY</b>	means	All persons who are accepted for a tour on the application of a client.

**2.** The client who signifies the acceptance of a booking does so on behalf of himself and persons under his authority, which means that all are bound by the booking conditions as if they had individually made the application themselves. All bookings are made with Bartman Travel and no person has any authority on its behalf to vary any of the terms and conditions which are applicable.

**3.** A non-refundable deposit of 20% for each person is required when submitting the booking application form, which shall be returned to Bartman Travel on completion. The booking fee is accepted as part of the inclusive fare and will only be refunded if the applicant cannot be accommodated.

**4.** The full amount due by the client to Bartman Travel, shall be payable not less than six weeks prior to the date of departure. If the full amount is not paid in due time, Bartman Travel reserves the right to treat the booking as cancelled. Late applicants however may join the tour on an "accommodation available" basis.

**5. CANCELLATIONS:** If a booking is cancelled, Bartman Travel shall retain the full non-refundable 20% deposit. If the booking is cancelled less than forty two days before departure, Bartman Travel shall retain the full 20% deposit and an additional cancellation fee will be payable by the client as follows:

- 41 – 29 days 40% of total fare
- 28 – 14 days 60% of total fare
- 13 – 0 days 100% of total fare

Cancellation insurance is compulsory for all Bartman Travel tours. It is the client's responsibility to arrange cancellation insurance. Should a client fail to join a tour after a departure or leave prior to its completion, no refund or liability will be accepted by Bartman Travel.

**6.** The client is aware that the itineraries are flexible and will depend on local conditions. Bartman Travel will not accept any claims of any nature including consequential damages as a result of any accommodation or other facilities, made or becoming unavailable on tour. The client hereby indemnifies and holds Bartman Travel harmless in respect of any such claim.

**7.** Bartman Travel reserves the right to cancel any tours without prior notification, in such events, all monies paid will be refunded in full which shall constitute the full extent of Bartman Travel liability to the client and persons under his authority.

**8.** The client undertakes and agrees that he will, at all times, comply to a reasonable code of conduct during the tour and will not in any way constitute a nuisance to the other persons on tour.

Should the client be a nuisance to the group or should the client be detected in any contravention of the laws, customs or foreign exchange regulations of a country, the client is aware that Bartman Travel may order the client to leave the tour without right to refund of any monies paid and without liability to Bartman Travel or its employees or agents. The client shall be obligated to make his/her own way home at his/her own expense and responsibility. In such circumstances Bartman Travel shall not be liable to make any refund.

**9. CLAIMS AND COMPLAINTS:** If a client has a complaint against Bartman Travel, the client must first inform the tour leader whilst on tour in order that the tour leader can attempt to rectify the matter. Should the matter not be rectified whilst on tour, the client should write to Bartman Travel as soon as possible, as the complaint must be received by Bartman Travel within 30 days of completion of the tour, so that the complaint can be investigated. Claims will not be considered outside of that time. Bartman Travel will not entertain complaints due to Loss of Enjoyment where the full land arrangements have been provided.

**10. BAGGAGE:** The client is aware that the baggage is restricted to 25kg (excluding camera bag). Bartman Travel will be entitled to refuse to carry any baggage in excess of 25kgs. All baggage and personal effects are at all times the clients risk and Bartman Travel cannot accept liability for any loss of baggage or personal effects.

### 11. TRAVEL DOCUMENTS

- a)** The client acknowledges that it is his responsibility to ensure that he is in possession of the necessary valid travel documents, passport, visas, vaccination certificates, etc.
- b)** Even though Bartman Travel will endeavour to assist the passenger in this regard, such assistance should be at the Company's sole discretion, the client acknowledges that in so doing, Bartman Travel is not assuming any obligation or liability, and that nevertheless the responsibility to ensure that the aforesaid documentation is in order and complies with such lawful and other requirements to enable the client to enjoy the benefits of the tour, remains the client's.
- c)** The client acknowledges that Bartman Travel will not be held liable to a refund of the tour fare or compensation, should the client be refused entry into a country for any reason.

**12. INSURANCE:** Comprehensive travel insurance covering cancellation, curtailment, medical emergency travel and personal accident, is compulsory for participants on all Bartman Travel Safaris or tours. The client acknowledges that it is his responsibility to take insurance. The client undertakes to take comprehensive travel insurance to cover his/her personal requirements. **Please note that credit card travel insurance is inadequate for a safari.**

### 13. INDEMNITY

- a) The client agrees to hold Bartman Travel, its agents, assigns, contractors, associates, officers, successors in interest and employees (hereafter together called Bartman Travel) harmless against any and all claims in respect of personal injury or damage to property either direct or consequential which may arise at any stage during the tour including without limitation those caused by the sole or concurrent negligence of Bartman Travel.
- b) The client acknowledges that the tour arranged by Bartman Travel, whether in civilized or remote areas by plane, vehicle, train, dug out canoe, canoe, boat, horse back, other conveyance or by foot, contains inherent risks of injury, illness, death, or loss and damage to property, which may be caused by forces of nature, accidents, wild animals, negligence of others, negligence of Bartman Travel, and other causes known or unknown.
- c) The client acknowledges that such risks may be present at any time before, during or after the tour arranged by Bartman Travel and that medical services and facilities may not be readily available during the tour.
- d) The client expressly assumes any and all risks with respect to the activities and circumstances described herein and agrees not to sue Bartman Travel on account of any losses, claims, costs, liabilities or damages.
- e) The client agrees not to allege the unenforceability of this Agreement or part thereof. In the event of any competent authority finding that any portion of this Agreement is unenforceable, the remaining portion shall remain in full force and effect. The client agrees that the foregoing obligation shall be binding.

**14. FACTORS OUTSIDE BARTMAN TRAVEL CONTROL:** The client is aware that unforeseen circumstances due to road conditions, weather, mechanical breakdown, accident, border closure, political situations etc are beyond the control of Bartman Travel and can delay and change the performance of the tour. The cost of flying back home, alternative accommodation, food, personal expenses and all resulting costs are to be borne by the client. The client is aware that insurance is compulsory to participate on all tours and acknowledges that it is the clients' responsibility to take comprehensive travel insurance. Bartman Travel will accept no liability whatsoever.

**15. HEALTH:** The client acknowledges being aware of the proposed itinerary and it is the clients' obligation to ensure that he/she is medically fit and able to embark upon such a tour. *A medical certificate is required for passengers over 65 years.*

**16.** This booking and eventual contract between the client and Bartman Travel shall be deemed to be concluded in Maun, Botswana; and shall be interpreted according to the laws of Botswana. In the event of any action hereunder, the Supreme Court of Botswana (Maun Local Division) shall have jurisdiction in regard thereto, notwithstanding that the amount of the claim may be within the jurisdiction of the Magistrate's Court.

**17.** If a client wishes to transfer from one tour to another, prior to 42 days before departure and if Bartman Travel agrees, an administration fee of USD60.00 per client will be charged. Normal cancellation fees will apply within 41 days of departure.

**18.** Bartman Travel believes that the contents of their brochures are correct at the time of printing, but all prices and services are subject to change or withdrawal without notice.

**19.** Bartman Travel reserves the right, without giving further notice, to use photographs and films taken during tours, for publication in a brochure or advertising material. The client acknowledges this right and will not hold Bartman Travel liable for permission or payment.

**20. AIRLINE RESPONSIBILITY:** The airlines or other carriers concerned, are not held responsible for any accident omission or event during the time that passengers are not on board their aircraft or conveyance. The passengers' contract in use by the airlines concerned, or by other carriers concerned when issued shall constitute the sole contract between the airlines and/or carriers and the purchaser of these tours and/or passengers.

**21. PRICE INCREASE:** Bartman Travel reserves the right to increase their tour fares due to any increase in airline tariffs, fuel costs, game reserve entry fees, or fluctuation of exchange rates.