



## Travel Standard Booking Terms & Conditions

Please read the following Terms and Conditions carefully which detail the Terms and Conditions of the contract between you (the Client) and the company (hereinafter referred to as “Desire Travel”).

### **Contract:**

Regardless of the place of execution, performance of domicile of the parties, this contract, together with all modifications and amendments shall be governed by, construed under, in accordance with the laws of Namibia.

By requesting us to make your booking you are signifying your acceptance of the Terms and Conditions set out in this document both for yourself and all other members of your party. Therefore all packages & travel arrangements sold are subject to our standard Terms and Conditions.

No contract is made between the Client and Desire Travel until a deposit, or where required, the full price has been paid.

### **Quotations:**

Quotations are based upon the exchange rates valid at the time that they are sent to the Client. Desire Travel reserves the right to increase any prices where currency fluctuations occur, until such time as they have been paid in full. It is the Client’s responsibility to check on possible price increases prior to full payment.

### **Reservations:**

Once your package has been booked and confirmed a written Confirmation of Reservation will be sent to you outlining the payment terms ie: deposits amounts, balance of payments and final payments with due by dates.

On advance bookings, Desire Travel will require flight payments in full and a 20% non-refundable deposit immediately upon confirmation of a booking to guarantee such booking. The balance payment will be due no later than 2 months prior to the travel date. Full Payment will be required for all travel taking place within 60 days of departure.

When Desire Travel places a booking with any of their suppliers, their confirmation constitutes a contract which is subject to their cancellation conditions.

Should Desire Travel not be able to confirm reservations for flights or accommodation as requested we will offer the client other alternatives to choose from.

Desire Travel must receive full names exactly as shown in passports in writing before airline tickets are issued. It is the Client’s responsibility to ensure that the correct names are provided. Once airline tickets are issued additional costs will be incurred should the names be incorrect and the ticket/s have to be re-issued. The Client will be liable for these costs.



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### Reservations received more than 60 days prior to departure dates:

**Deposit:** A non-refundable 20% deposit for accommodation and / or the full cost of air tickets is due within 24 hours of receiving a Confirmation of Reservation in order to secure your booking. If you do not have any questions and we do not receive this deposit as set out above, then your reservation could automatically be cancelled. In some cases an additional amount will be requested as some of the supplier's terms and conditions might dictate a variation of our standard payment terms especially over peak periods – but this will be advised accordingly.

Paying a deposit confirms and therefore guarantees your booking, however it does not guarantee the package price and the rate of exchange.

**Balance:** Balance of payment is due 60 days before departure date. If this is not received, we reserve the right to cancel the arrangements and impose cancellation charges as set out in Cancellation of Booking or Changes.

### Reservations received less than 60 days prior to departure date:

When a booking is requested less than 60 days before departure, Desire Travel will check availability and once all arrangements are confirmed in writing by Desire Travel the Client will be required to effect full payment immediately.

### Payment:

- Cash or EFT transfers deposited directly into the nominated bank account of Desire Travel and specified on the invoice are the preferred and accepted form of payment for services rendered;
- All payments to Desire Travel must be made in full as per the amount recorded on the invoice and free of any bank charges which are expressly for the account of the Client. The Client will be required to pay Desire Travel upon demand any bank charges or fees that are charged to Desire Travel during the transfer of funds;
- Airfares are subject to prices quoted by airlines, and Desire Travel can thus not accept responsibility for unexpected fare increases. Desire Travel will only guarantee the fare when full payment has been received and the airline ticket/s have been issued;
- The price quoted is valid at the time of invoicing but is dependent on exchange rate fluctuations, changes in airfares, accommodation rates, airport departure taxes and airline insurance levies and fuel charges. Desire Travel retains the right to adjust this price in respect of any fluctuations to the above until such time as full payment has been received. No surcharges will be imposed on your holiday once payment has been received in full;
- **Paying a deposit guarantees your booking, however it does not guarantee the package price and the rate of exchange. Failure by the client to pay any sum by the due date, shall entitle Desire Travel to cancel the booking and to charge cancellation fees as set out in Cancellation of Booking or Changes.**

### Exchange Rates:

Due to the volatile nature of the South African Rand against the US dollar and other major currencies please be reminded that all invoices / quotes are subject to change until full payment received. Please remember to contact us to establish the current exchange rate on the date of effecting final payment. Desire Travel bases all quotations / invoices on First National Bank's & Nedbank's Foreign Exchange Selling Rate.

### Travel Insurance & Travel Documentation:

- It is the Client's responsibility to obtain valid travel documents including passports and where required visas and any other travel documentation that may be required by a specific country for entry into that country.



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- Once full payment has been received, Desire Travel will make sure you have all the relevant travel booking documentation which was booked by Desire Travel, i.e. air tickets, vouchers, country information and where necessary a detailed Itinerary will be provided.
- Passports must be valid for a minimum of 6 months from date of departure and there must be a minimum of 3 blank pages in the passport.
- Comprehensive Travel insurance is highly recommended when travelling with Desire Travel. It is the Client's responsibility to ensure that they are adequately insured for all events including but not restricted to illness, personal accidents, cancellations, curtailment and loss or damage of luggage. Desire Travel will not be responsible or liable if the Client fails to take adequate insurance cover or none at all.
- It will be the responsibility of the Client to reconfirm all flights prior to departure. Clients should consult the airlines at least 24 to 72 hours prior to departure. All Clients who, at the time of departure, are under the age of 18 years, must be accompanied by a Client aged 21 or over who will at all times during the tour or trip be responsible for their welfare, conduct and behavior.
- Please ensure that that you visit your travel doctor or travel clinic before embarking on your holiday to Africa. Malaria is a fact of life in some parts of Africa while certain countries may require proof of vaccination against certain tropical diseases before travel. It is your responsibility to ensure that you have sourced the appropriate advice including relevant precautions, vaccinations and the relevant malaria prophylactics where required as well as Yellow Fever certificates.

### Cancellation of Booking or Changes:

- Any changes and/or cancellations mean that penalties will become applicable and in many cases air tickets are totally non-refundable. All cancellations have to be in writing. Unless otherwise stipulated, the following cancellation fees will be charged by Desire Travel if a Client cancels a confirmed reservation:
  - More than 6 weeks prior to departure: 20% of price
  - 4 – 6 weeks prior to departure: 50% of price
  - 0 – 4 weeks prior to departure: 100% of price
- If, for any reason whatsoever you fail to appear at the reserved place of accommodation, arrive later, or leave prior to completion of booked period of time, no reimbursement will be considered.
- While Desire Travel will do its best not to cancel or make any material alteration to the itinerary after a Booking Confirmation has been issued, it shall nonetheless be entitled at any time prior to departure to cancel the contract between the parties, or to change and/or curtail the confirmed itinerary where this becomes reasonably necessary on operational, commercial or other grounds. Desire Travel will however inform the Client of any such cancellation or change of Itinerary as soon as possible. Where such a change of itinerary amounts to a material alteration, the Client shall be entitled to cancel the booking within three days of being advised.
- The itinerary may be subject to change due to circumstances beyond the control of Desire Travel, whether as result of weather, government restrictions, transportation problems, road conditions, acts of God, terrorist threats, natural disasters, fires or other Force Majeure circumstances. Desire Travel undertakes however to do its best to maintain the itinerary, and will not unreasonably change it. However any such changes shall not constitute a material alteration of the contract, and Desire Travel shall in consequence have no liability to the Client in respect thereof.



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- Desire Travel will not be responsible for any additional costs occasioned by changes in the itinerary or Client's scheduled itinerary requested by the Client prior to departure, whilst traveling or at destination. All such changes must be communicated in writing to Desire Travel. The Client is liable for the payment costs incurred for additional services and/or amendments and payment will be required upon demand once the changes and/or amendments are made.
- Further, any expenses incurred owing to unexpected extensions to packages, trips, tours or holidays caused by flight delays, bad weather, strikes or any other reason beyond Desire Travels control will be paid by the Client upon demand.
- Where the Client is making a booking with a scheduled or private tour, the rates quoted are based upon that specific group participation, and no partial refunds will be given for unused trip arrangements or sightseeing tours.

### General:

1. In order to provide the tour or holiday arrangements that was quoted or booked, Desire Travel engages the services of third party local suppliers, who are not affiliated with Desire Travel in any way. Desire Travel endeavors at all times to appoint reputable and competent local operators or ground handler to comply with the requirements and standards expected by the Client. However, although these local service providers are appointed by Desire Travel, they are acting as an agent on behalf of the Client directly, and a direct contract is therefore entered into between the Client and the local service provider and the terms and conditions of the local service provider, whether or not contained in this document, will apply to arrangements made by them. Desire Travel makes the travel arrangements on behalf of the Client on the express condition that it is not liable for any inconvenience, irregularity or expense occasioned by the failure of the local service provider to comply with the itinerary provided, whether in relation to travel arrangements, airlines scheduling, airline changes, cancelled flights, missed flight connections or any other factor not directly under Desire Travel's control. In the event however that Desire Travel is, in spite of the provisions of this clause, found to be liable to the Client, then its liability will be limited to the sum paid by the Client in respect of the travel arrangements(s) in question.
2. Desire Travel shall not be liable for any loss, damage, delay, accident or inconvenience caused to any person, their property or luggage under any circumstances whatsoever during their travel. Furthermore neither Desire Travel nor the aforementioned agents can be held responsible for any damage, expenses or inconvenience caused by late plane arrivals or departures, or by any change of schedule, missed connections or other events.
3. Desire Travel will not be liable for bodily injury to, or death of any client, or damage to their property occasioned through the conduct or default of any company or local operator or individual engaged in providing these services or for any reason, including, but not limited to, acts of God, quarantine, strikes or other industrial action, medical emergencies, civil disturbances, theft, detention, annoyance, natural or nuclear disaster, fire, closure of ports, changes in government regulations, terrorism, war, medical emergencies or failure of the conveyance to depart or arrive as scheduled.
4. Clients should bring with them an ample supply of any prescription medicines which they may require, as well as a first aid kit.
5. Desire Travel does not provide medical services during the trip, tour or holiday. However, wherever possible, Desire Travel will offer general assistance to any Client who suggest illness,



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personal injury or death, whether or not arising from an activity forming part of the trip or tour, and whether or not the result of fault by any party. Any cost or expense which is reasonably incurred by Desire Travel for or on behalf of the Client in respect of any form of medical, dental or similar treatment, hotel, transportation, repatriation, or any other expenses of whatever nature, shall be repayable by the Client to Desire Travel on demand, whether or not such sum is covered by the Client's travel insurance.

6. Clients are expected at all time to conduct themselves in an appropriate manner with due regard to the health, safety, comfort, enjoyment and general well-being of all the other people who may be traveling on the same trip, tour and/or holiday or other people who may be staying in the relevant hotels. If it appears that the Client's conduct or behaviour is such as to be a breach of this requirement, or is likely to endanger the Client's own health or safety, or that of others, or where their actions or conduct impedes other guests or the operation of the trip, tour and/or holiday then Desire Travel reserves the right to refuse the further participation of any such Client. No refund will be considered in respect of any Client whose participation is terminated for these reasons. Further, where the Client is repatriated pursuant to this clause at Desire Travels expense, or where Desire Travel is put to any additional expense as a result of the Client's conduct, then Desire Travel shall have the right to recover such costs upon demand.
7. Under no circumstances, shall Desire Travel have any liability for the denial of boarding or expulsion from an airplane by any airline contracted in terms of this Contract, such denial being at the sole discretion of the airline concerned. All additional costs associated with such expulsion from an airplane or by an airline for whatever reason will be for the Client's own account.
8. These Terms and Conditions, together with any other clauses set out, defines the responsibility of Desire Travel with respect to all of the trips, tours and holiday arrangements made by them. Further, Desire Travel shall not be liable for the failure of performance which is wholly attributable to any or all of the following:
  - a. The fault of the Client;
  - b. The unforeseeable or unavoidable act of a third party unconnected with the provision of any services to be provided under this Contract;
  - c. Unusual or unforeseeable circumstances beyond the control of Desire Travel, the consequences of which could not have been avoided even if all due care had been exercised;
  - d. Any event which Desire Travel could not with all due care have foreseen or avoided, including (but not limited to) an event or "*force majeure*"; and
  - e. Desire Travel further confirms that the carriage of passengers and their luggage by air is governed by various international conventions and the Client shall be bound by the rules, regulations and conditions of contract laid down by any carrier upon which he/she may travel as a result of the reservations made, and Desire Travel shall be free from any liability in consequence thereof.

### Complaints procedure:

Desire Travel will make every effort to make your holiday enjoyable and as trouble free as possible. If you are in anyway dissatisfied with any aspect of the tour arrangements, please immediately notify the relevant supplier and Desire Travel on the numbers given during your trip to give us the opportunity to rectify it. It is always easier to rectify a situation while you travelling than afterwards. If you feel that the complaint has not been dealt with satisfactorily, please write us as soon as possible, and no later than 14 days after your return home. Failure to follow the above procedure negates any rights, which you may have to claim compensation from us.

