

Terms and conditions of booking a Tour or Safari with Skeleta Tours & Safaris cc

Booking Procedure

The following booking conditions, together with the information set out on the relevant tour page of the **Skeleta Tours & Safaris** website will form the contract between you and us for your holiday with us.

In this contract a reference to "you" and "your" include the lead-named person on the confirmation invoice (who must be at least 18 years old at the time of booking) and all persons on whose behalf a booking is made.

“We” are	Skeleta Tours & Safaris cc
“Meeting Point”	means the place specified by us in the Tour Pack as the place we will meet and start your Tour.
“Start Date”	means the date on which you board our transport at the Meeting Point.
“Tour”	means a holiday organized by Skeleta Tours & Safaris cc
“Tour Pack”	means whatever documents we send to you in hard or soft copy to provide information about your Tour.

The contract between us comes into existence when we send out our confirmation invoice which confirms your booking. You will have undertaken to pay for the holiday you have booked and we will have undertaken to provide you with the holiday we describe in the brochure / on our web site.

If you make a booking on behalf of others as well as yourself, we shall take it that you have the authority of each of those other people to enter into that contract and that you and they have agreed to be jointly and severally liable to us. You now accept personal liability for the acceptance and compliance of each of those people, with these contract terms.

If we are unable to accept your booking, we will of course return your payment to you immediately.

For you to make a booking, we require your deposit and a completed booking form. Our confirmation invoice will be sent to you by post or email. We may decline your booking for any reason and we do not have to give you the reason. If that happens we will return your money to you immediately and in any event within 14 days.

What is included in the price of a Skeleta Tour or Safari?

- travel from the Meeting Point to your return to the departure point (which is likely to be the same place);
- accommodation and some meals (unless otherwise stated in the itinerary);
- drinking water;
- services of one or more leaders;
- a donation to a designated conservation project as stated on the itinerary

What is NOT included?

- return flights to the tour or safari destination;
- all other costs incurred before you board transport at the meeting Point and after you return to the departure point;
- travel insurance or any other insurance personal to you;
- passport and visa costs;
- vaccinations and medication, before, during and after the tour or safari;
- food and drink over and above what we include in the tour or safari;
- gratuities you choose to give, in addition to any we give on your behalf where we consider appropriate.

Payment procedures

Payment and failure to pay

The last date for payment of the balance of the cost of your holiday will be due to us at least six weeks before the tour or safari start date. We will tell you that last date for payment after we have confirmed our acceptance of your booking.

If you do not pay us before the last date for payment, we reserve the right to treat your booking as cancelled. If we do that, you accept that a cancellation fee will be due to us.

Late Bookings

Any holidays requested less than six weeks prior to the departure date must be accompanied by full payment at the time of booking.

Surcharges

The prices given on our web site and in our brochure are calculated at costs current at the time we fixed them. If costs rise or adverse currency exchange rates apply, you agree that we may increase prices at any time to a maximum of 7% of the advertised cost of the tour or safari. If we do this we shall tell you the costs which have risen and the percentage by which they have risen.

No matter what the increase, we shall not increase the cost less than six weeks before the departure date.

If we increase the price of your tour or safari by more than 7%, you are free to cancel. In that circumstance we will return to you all money paid to us.

Refunds

Deposits are non-refundable (exceptions below) but in some cases may be transferable to another Skeleta Tour or Safari. As stated on our web pages, a minimum number of participants are required in order for some tours or safaris to go ahead. Therefore you have a right to cancel any tour or safari for which there are insufficient reservations. In the event of any such cancellation, all deposits or other payments made specifically to **Skeleta Tours & Safaris cc** will be refunded in full. However, you will still have the opportunity to continue with your tour or safari at an additional cost.

Cancellations by you

If you cancel your booking either through failure to pay the balance due or for any other reason, we may charge a cancellation fee calculated as follows:

- More than **42** days before departure: loss of deposit
- Between **29** and **42** days before departure **60%** of the holiday cost
- Between **15** and **28** days before departure **80%** of the holiday cost
- **14** days or less before departure (or failure to join the tour or safari) **100%** of the holiday cost.

The above dates refer to the date that we receive notice of cancellation from you.

If circumstances force you to leave the tour or safari early, you will have to bear any additional costs yourself.

If you are unavoidably prevented from joining the tour or safari you may transfer your place to another person, providing this person meets any conditions which may apply to the booking and that we are informed of the transfer not less than **28** days prior to the tour or safari start date.

In any circumstances giving rise to cancellation, we will consider allowing you to transfer the money you have paid, to some other **Skeleta Tour or Safari** you choose. Whether we do so is in our discretion, for which we do not have to give a reason.

Cancellation by us

We reserve the right to cancel any tour or safari, for which there are not enough bookings, not less than four weeks prior to departure. In the event of our cancellation, your deposit (and any other payment you may have made to us) will be refunded in full, or, if you prefer, transferred to an alternative **Skeleta Tour or Safari** or go ahead with the tour or safari at an additional cost.

For this reason, we suggest that you should not book your flights until this four week date has passed.

Payment Type

All payments to us may be made by via PayPal to **Skeleta Tours & Safaris cc**. We shall take account of your payment on the date it is cleared into our account.

Alternatively, payment may be made by electronic transfer for whom full information will be provided at the time of booking.

You agree that all these provisions are reasonable.

Payment Protection

All payments received by us will be held in a separate client account and held there until the successful completion of the tour or safari.

The Tour

Tour Information

Approximately **4** weeks before the start date, we shall send you a pack of information relating to your tour or safari. This information will include:

- location of meeting point and time of meeting;
- climate and clothing recommendations;
- any important details relevant to a particular site that we may visit;
- a checklist of animal species we are likely to encounter.

Accommodation

We will arrange accommodation as close as reasonably possible to the sites we visit. Accommodation will be in good quality hotels or lodges. Occasionally it may be necessary to use bed and breakfast accommodation. En-suite facilities will be provided wherever possible. We will discuss your exact accommodation requirements when you have made a booking, but please note:

- We reserve the right to change accommodation to that stated on our website itineraries - (see below "changes of itinerary").
- Single rooms are normally available at an extra cost. However, if you so wish, it may be possible for you to share a room.

Changes of Itinerary

Despite careful planning, it is possible that a site may become inaccessible due to matters outside our control, for example through natural disaster or political turmoil.

It is also possible that new information on the movement of animal will in our opinion benefit the tour or safari participants generally by providing better animal watching opportunities.

We may therefore decide to make changes to the itinerary to accommodate either of the above possibilities. We will tell you of any such change as soon as we decide to make it. If that happens, you may transfer to an alternative holiday. If your chosen alternative is of a lower price we will refund the difference. If it is of a higher price, you must pay the difference

Baggage restrictions

The following baggage allowances apply to our holidays:

1 piece not exceeding 10kg (22lb) per person; 56cm (l) 36cm (w) 23cm (H)

AND

1 piece, per person not to exceed 30kg (66lb) and a maximum dimension of 158cm (62in)

If you have an unusual requirement, perhaps for medical reasons, do contact us and we will try to help you immediately.

Travel Insurance

It is a condition of booking a Skeleta Tour or Safari that you take out appropriate travel insurance. You must send us proof of cover when you make payment of the balance due for your tour or safari. We cannot approve the cover you have bought and are not responsible if it is inadequate.

Cover should be obtained not only against normal travel risks, but against additional risks appropriate to the destination country. In particular, local road transport insurance may be inadequate, so you should check that your cover includes accidents happening whilst you are a passenger in a vehicle.

We advise that you should also check that any valuable optical equipment is covered either in your travel policy or your home contents policy.

Passport, Visa and Health Requirements

Please note carefully:

- to be absolutely safe, it is a good idea to make sure your passport is valid for at least six months after the date of return of your Tour or Safari;
- remember to apply for any necessary visa in good time;
- check with your GP what vaccinations and medication you may require and allow time to obtain it.

Limitations on our liability

We want you to enjoy a perfect holiday with **Skeleta Tours & Safaris cc**. We shall do our best to make your holiday special for you. Nonetheless, we must make clear the limitations in law. We are not liable to you for:

- any event which happens before you board our transport at the meeting point or after you leave our transport at departure;
- any problem arising from your failure to reach the meeting point on time, for whatever reason; (though we would do our best to help you in any way we reasonably could)
- the numbers or quality of wildlife you see on your **Skeleta Tour or Safari**;

- any aspect of goods or services you buy or accept other than those arranged by us;
- medical problems or physical difficulties, even if you have told us about them in advance;
- medical emergencies;
- your own carelessness or negligence in any aspect of your behavior whilst with us;
- laws, culture and standards of service and behavior of locations we may visit;
- changes we reasonably make to an itinerary or to accommodation or any other aspect of the management of a tour or safari;
- problems or issues which we could resolve whilst on a tour or safari but which you raise only after your return.

Furthermore:

- We and you are subject to international conventions, when they apply. This may limit the amount of a claim you may be make, against us or anyone else.
- the services and features included in your tour or safari are those specified in our web site. If you choose to buy other goods or services during your holiday, those are not part of the package we provide, even if arranged through our tour leader. Accordingly we are not liable to you for any happening in connection with that service or those goods.

Help we need from you

Participation & Behavior

Your Tour Pack will provide details about your chosen holiday, but the following are contractual matters:

- Most Skeleta Tours or Safaris require reasonable physical fitness and appropriate footwear. You should be prepared to walk up to a couple of kilometers a day, sometimes on uneven or slippery surfaces.
- To satisfy the majority of our clients, we apply “no smoking” rules in the same way that they are applied by law in Namibia. Please note however, that smoking is permitted in some countries we may visit so we cannot prevent third parties from smoking in a bar or restaurant.

- If we provide medical help to you, whether or not you specifically ask for it, we will provide receipts for all costs (for your insurer) and you now agree to repay us that cost on your return from the tour or safari.
- If at any time, it is our opinion (given by any of our staff or tour leaders) that you are acting in a way which may cause accident, injury, discomfort or extreme displeasure to any other tour or safari member, we may exclude you from the program for the remainder of the tour or safari. You will understand that this extreme action will not be taken lightly but may be necessary to protect the health, safety or enjoyment of other clients.

Complaints

We shall try our utmost to provide a happy and fulfilling holiday, but if we fail in any way, do please raise any issue with your tour leader immediately. If your complaint cannot be satisfied it is not dealt with to your satisfaction at the time of reporting it to the leader(s), then you should give us full details in writing, immediately on your return. We cannot respond to verbal complaints.

This Contract shall be interpreted according to the Laws of Namibia and the parties agree to submit to the exclusive jurisdiction of the Namibian courts