



# TERMS AND CONDITIONS OF:

## HIPPO ADVENTURE TOURS CC.

from here on referred to as “HAT”

(HAT’s terms and conditions are in accordance with the policies adopted by Tour Operators all over the world)

### 1. Payment

1.1 When an invoice is presented more than 60 days prior to departure, payment of 50% of the total invoice is required immediately. The balance must be settled 60 days prior to departure.

1.2 When an invoice is presented less than 60 days prior to departure, 100% of the total invoice is required.

1.3 If no payment is received within 7 days of presentation of the invoice, in either instance, HAT reserves the right to cancel any reservations/booking made.

### Banking Details:

#### This is the only valid Banking Account:

Bank Windhoek Maerua Mall: **Hippo Adventure Tours CC**

Account No: **8003899055**

Branch No: **483 472**

SWIFT CODE: **BWLINANX**

### 2. Cancellations

For cancellations made after receipt of payment, charges will be levied. The charges levied will be a percentage of the total tour fee, as follows:

|         |                   |
|---------|-------------------|
| 80 days | 25% of total fee  |
| 60 days | 50% of total fee  |
| 30 days | 100% of total fee |

In all instances we shall endeavour to recover costs from the relevant accommodation /service provider/s, in which case there will be a refund, less 25% of the applicable fee. **Please note** that cancellations must be made in writing (letter/fax), failing which they will not be considered valid.

Initials: \_\_\_\_\_



### **3. Refunds**

Whilst HAT uses its best endeavours to ensure that all anticipated accommodation is available as planned, there shall be no claim of any nature whatsoever against the corporations for a refund either in the whole or part, if any accommodation, excursion or service is unavailable or the client was unable to use that service due to unforeseen weather conditions and natural catastrophes.

### **4. Alterations**

After your booking has been confirmed, should you wish to alter any part of your booking/itinerary, these alterations will have to be re-contracted, taking cancellation fees mentioned in 2. above into considerations. An alteration fee of 10% will be charged.

### **5. Acceptance**

The receipt of payment against reservations made confirms your acceptance of HAT's tour arrangements and "Terms and Conditions"

The client/group leader making the booking will warrant, that by doing so, he/she has the necessary authority to enter into the contract. For all packaged tours no itemized breakdown can/will be provided.

### **6. Changes in Rates/Prices**

The rate/prices quoted, are subject to change without prior notice. Where exchange rates are applicable these are subject to the official Bank Exchange Rate.

### **7. Unused Services and Additional Expenses**

No refund or reduction will be considered for any accommodation or service not taken up for what reason whatsoever. All alternative arrangements will be to the client's personal expense.

### **8. Responsibility**

All arrangements are made and booked on the express condition that HAT shall not be responsible for and shall be exempt from, all liability in respect of any loss, damage, accident, delay or inconvenience to any person, or his or her luggage or property, wherever and howsoever the same may occur. HAT Travel Services shall not be liable for any consequential loss or damage whatsoever.

### **9. Sub-contractors**

In cases where HAT makes use of the services of sub-contractors, the terms and conditions of the sub contractors apply. HAT cannot be held liable for services rendered by sub-contractors. For car rental credit cards such as American Express, Diners Club, Visa and Mastercard must be used as payment. Debit cards are not accepted.

Initials: \_\_\_\_\_



Whilst HAT uses its best endeavours to ensure that only reputable sub-contractors are used, there shall be no claim of any nature whatsoever against HAT for a refund, either in the whole or part, if any accommodation, excursion or service is unavailable, flights, tours or transfers were delayed, type and/or quality of vehicle/equipment used, or the client was unable to use that service.

## **10. Insurance**

It is strongly recommended that clients take out personal and baggage insurance, as well as cancellation insurance. It is the client's responsibility to arrange this insurance.

## **11. Itinerary changes**

The client acknowledges that the tour price and itinerary disclosed to him/her at the time of booking, or alternatively at the time that the deal was concluded ( or payment made), may be varied by HAT and provided the itinerary is not substantially different from the itinerary that the client anticipated enjoying, the client shall not be entitled to cancel the tour arrangements.

## **12. Travel documents**

The client acknowledges that it is his/her responsibility to ensure that he/she is possessed of the necessary travel documents that may be required in respect of the proposed tour and itinerary as well as all health and other certificates that may be required from time to time. HAT will endeavour to assist the client in regard to the necessary Travel Documents, such assistance will however, be at HAT's discretion, the client acknowledges that in doing so, HAT are not assuming any obligation or liability and that nevertheless the responsibility to ensure that the aforesaid documents are in order and complies with such lawful and other requirements to enable the client to enjoy the benefits of the tour, remains the clients.

## **13. Dangers & resulting claims**

It is recorded that the tour arrangements may contemplate a tour /journey to an area (s) where the client may be exposed to danger and the client has agreed to execute a waiver of rights against HAT and others as an integral part of the agreement. The client (which shall be deemed to include the heirs, executors, administrators or assigns of the client) does hereby irrevocably waive and abandon all and whatsoever rights which the client may have against HAT, in consequence of any damage, injury or otherwise of whatsoever nature and howsoever arising which may be sustained directly or indirectly by the client in consequence of any act of omission or commission by HAT or other in consequence of the conclusion of the agreement and the client undertaking the tour / journey contemplated in the agreement. In no way derogating from the foregoing, the client does hereby indemnify, hold harmless and absolve HAT or other, from all and whatsoever claims which may be tenable by the client as aforesaid, irrespective of the nature thereof and howsoever arising.

Initials: \_\_\_\_\_



#### 14. Conduct

The client agrees that he/she will at all times comply with HAT or others requirements in regard to his/her conduct, and he/she will not in any way constitute a nuisance to any other passenger on tour.

15. When the client is travelling with persons under his/her authority, he/she warrants that he/she is authorised to bind every member to these terms and conditions.

These terms & conditions constitute the entire terms of the relationship between the parties. There exist no other terms and conditions regulating their relationship. No amendment cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both parties.

The client acknowledges that save and except for what has been stated herein, there exist no warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever. Any matter or things said by any person on behalf of HAT or purportedly on behalf of HAT irrespective as to the position such person occupies, and which is not stated herein, shall not be binding on HAT irrespective as to the nature and extent of any such things, and the client acknowledges that he/she has not relied on any matter or thing stated on behalf of HAT that is not included herein.

I (our Client, Full Name): \_\_\_\_\_, have read through and have understood all terms and conditions.

Place Signed: \_\_\_\_\_ on the Date: \_\_\_\_\_

Signature Of Client: \_\_\_\_\_

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Initials: \_\_\_\_\_