

Terms And Conditions

All business undertaken, including any advice, information, or service provided or booked, whether gratuitously or not, by people tour and safaris cc (“the Company”) shall be subject to these trading conditions. No amendment or alteration of these conditions shall be binding on the Company unless reduced in writing and signed by a director of the Company. No act or omission of the Company shall be construed as a variation or a waiver of any of these conditions.

Terms & Conditions

When you contact people tour and safaris cc

Provide full name, number of people who wish to participate on tour, accurate dates for travel, travel budget, type of accommodation you prefer, diet requirements, and type of safari you want (Self-drive or guided tour)

People Tour and safaris cc and its employees apply and use the Customer’s provided personal information only to the extent necessary for Tour bookings and delivering other services required by the Customer pertaining to travel or to inform the Customer of new Tour services or to request Customer comments regarding travel/services.

Tour:

Clients who provide dates and their own itinerary will be given a free quotation.

Clients who choose packages on our website will be given a discount for the tour.

Clients who do not have their own itinerary will be given free itinerary

Tour consultation includes travel advice, quote, travel information, and a full detailed itinerary. to ensure that the various services making up the Tour will be carried out efficiently and as specified, it does not have direct control over the provision of services by Suppliers and shall not be liable for any loss, damage, injury, additional cost, accident, delay, an irregularity that may be occasioned by any error or default, act or omission of any Supplier in carrying out the arrangements of the Tour, or otherwise in connection therewith.

The Company accepts no liability for:

changes, omissions, or delays before or during the Tour occasioned by technical difficulties, weather conditions.

communication breakdowns or events beyond the control of the Company

The Company reserves the right to adjust prices, on expiry of any period of validity of a price schedule/quote issued by the Company, by way of a revised price schedule/quote, in accordance with, e.g., increases in airfares, hotel rates, transport costs, and currency fluctuations.

Payments and Penalty Fees:

Payment shall be due and payable by the Customer on or before the time periods set out in the specific Company booking confirmation.

Unless the booking confirmation specifies otherwise, the Customer shall be liable to effect payment to the Company of

a deposit of 50% of the total price

Booking will be confirmed once the deposit is made

the balance owing of the total price on the booking no later than 6 (six) weeks prior to departure, on presentation of the Company's invoice in respect thereof

Where a deposit has been paid and the reservation is subsequently canceled by the Company, for failure to pay the balance outstanding, the deposit won't be paid back to the customer/agent.

Therefore, you will be given a credit by people tour and Safaris for a future trip.

People Tour and safaris reserves the right to charge a booking fee and/or a handling fee which will be included in the total price.

Notwithstanding anything to the contrary herein, the Customer shall be obliged to pay people tour and safaris the whole of the outstanding balance of its debt, together with accrued

interest thereon immediately, and people and safaris cc shall be entitled to proceed with the immediate recovery thereof without prior notice to the Customer and without prejudice to people tour and safaris other rights in law and/or without prejudice to any claims which the Company may have against the Customer arising from any breach of these terms and conditions or any booking, shall: The Customer fail to pay any amount due by the Customer to people tour and safaris of this agreement on the due date for payment thereof, or The Customer fails to have any judgment granted against it set aside within 14 (Fourteen) days after the date on which any such judgment is granted against the Customer; or The Customer commits any act which, if committed by an individual, would constitute an act of insolvency

Cancellation & Amended Booking Fees:

In the event of the Customer canceling their reservation for any reason, such cancellation must be made in writing (or if made telephonically, confirmed forthwith in writing), in which event the Customer shall be liable for:

The Company's cancellation charges are as follows unless the booking confirmation specifies otherwise:

61 days or more prior to travel date: 0% of the total price

31-60 days prior to travel date: 25% of the total price

16-30 days prior to travel date: 50% of total price 11-15 days prior to travel date: 70% of the total price

less than 10 days prior to travel dates and non-arrival: 100% of the total price

Amendments and all cancellations en route must be made with the Company directly. The Customer shall be liable for all costs (including repatriation and the administrative fees of the Company incurred as a result of any en route cancellations, by the Customer including but not limited to cancellation because of ill health or injury.

No refunds will be made for no-shows, or any unused services irrespective of whether they form part of the basic inclusive tour price, or whether they are in respect of pre-booked or optional arrangements.

Travel Documents, Passports, Visas, Vaccinations, Inoculations, and Re-entry Permits, and International Driver's Licenses

All travelers will be personally responsible for ensuring that they are in the possession of and have complied with:

the correct travel documentation, including passports valid for the minimum period after the tour, required by law in each country the traveler will visit.

the correct visas/re-entry permits, valid for the countries visited – the visa costs incurred are for the passenger's own account; and

health, foreign exchange and other legal requirements.

People tour and safaris shall not be responsible for any consequences whatsoever should the traveler fail to ensure that he/she has complied with the necessary health, passport, visa, re-entry permits, or other legal requirements. Due to the constantly changing requirements of each country, the Company shall not be responsible or liable for any information, which it or its representative may furnish to the traveler in relation to the above. The onus shall always rest with the passenger to ensure that he/she has complied with such requirements.

If a traveler intends to drive a rental car, he/she should obtain an international driving permit from his/her local transport authority. The traveler must also be in possession of his/her local driving license and produce same at the car rental check-in counter.

Insurance

*All travelers are advised to and are solely responsible to take out comprehensive travel insurance and to familiarize themselves with any exceptions and conditions as may be imposed by the insurance company or underwriters issuing the policy of insurance which they select.

People Tour and Safaris cc shall not be responsible or liable:

for any information which it or its representatives furnish in relation to travel insurance; or for filing/prosecuting a claim on the traveler's behalf against any insurer/underwriter who has issued a policy to the traveler; * for any claim disputed/rejected by the insurers.

General Terms

- People Tour and Safaris shall not be bound by any representation, warranty, promise, or the like not recorded herein or agreed to by it in writing. No representation, term, warranty, or condition express or implied shall be or to have been made or agreed to or implied by reference to any other writing, advertisement or conversation.
- **2).** No indulgence, which the Company/ies may grant to any party, shall constitute a waiver of any of the rights of the Company who shall not thereby be precluded from exercising any rights against the customer and/or the traveler which may have arisen in the past or which might arise in the future.
- **3).** Each term or condition of these terms and conditions shall be separate and separately enforceable from the other terms and conditions herein and shall in no way be limited or restricted by reference to or inference from any other terms or conditions. If any term or condition herein, shall be found to be illegal or unenforceable then the remaining terms and conditions hereof shall be and remain binding.
- **4)** Should the Company appoint a tour guide in respect of any tour, then the traveler shall be obliged to comply with all reasonable instructions of such tour guide. The Company reserves the right to terminate the tour of any traveler who wrongfully or unlawfully fails to adhere to the reasonable instructions of an appointed tour guide, and/or causes any wrongful disruption, disturbance or nuisance to any other traveler, tour group or service provider.
- **5)** All travelers shall comply with general Codes of Conduct as issued by the Company from time to time, including any prohibition on smoking imposed on any coaches and at any hotels/venues on any tour.
- **6)** The Customer shall be solely responsible for ensuring that he/she is physically and mentally capable of undertaking the journey and participating in the activities that constitute the tour itinerary.

Namtrip App Terms and Conditions

App

Introduction and Scope of Services

Updated: November 15th, 2022

These terms and conditions apply to all Namtrip Services and govern the rights and obligations arising out of the Traveler's use of the Platform.

By accessing, browsing or using the Platform, you agree to be bound by these terms and conditions. Please read these terms and conditions and our carefully.

A) Terms of Use of the Platform

Namtrip App operates the Platform on which Operators can offer and market travel services such as multi day tours, baggage delivery, adventure trips, luxury travels and other travel activities (individually or jointly "Travel Adventures")

The Namtrip Services are solely for persons who are aged 18 years or older. Any access to or use of the Platform by anyone under 18 years is expressly prohibited. By accessing or using the

Services and the Platform you guarantee that you are 18 years or older.

If you are acting on behalf of a company or another legal entity you guarantee that you are legally entitled to accept these terms and conditions in their name.

Prohibited Conduct

Namtrip Services are only available for private, non-commercial use. It is not allowed to sell, re-sell, re-use or commercially use content, information, software, products or services available on our Platform.

Further, it is prohibited to:

Use bots, crawlers, scrapers or other automated means (besides authorized use of our API) to access or interact with the Platform or generally collect data or content not in connection with your booking.

Circumvent established security or technological barriers in place to protect the Platform and its content.

Decrypt, decompile, reverse engineer or copy the website and Platform.

Otherwise compromise or damage the Platform and its proper functioning.

Content and Intellectual Property

Namtrip may, in its sole discretion, permit you to post, upload, publish, submit or transmit text, graphics, images, video or other materials (“Content”) on the Platform and through the social media Services. By making available any Content, you agree that Namtrip may use the Content on the Platform, in particular for promotional materials and publications. You hereby grant to Namtrip a worldwide, irrevocable, perpetual, non-exclusive, royalty-free license to publicly display or otherwise use the Content for the aforementioned purpose. Namtrip does not claim any ownership rights in any such Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit the Content.

You acknowledge and agree that you are solely responsible for all Content that you make available on the Platform or through the Namtrip Services. Accordingly, you represent and warrant that: (a) you either are the sole and exclusive owner of all Content or you have all rights, licenses, consents and releases that are necessary to grant to Namtrip the rights in such Content, as contemplated under these terms and conditions; and (b) neither the Content nor your posting, uploading, publication, submission or transmittal of the Content or Namtrip use of the Content (or any portion thereof) on, through or by means of the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

It is not allowed to upload or submit Content that (i) is illegal, pornographic, incites hate, obscene or defamatory; (ii) contains commercial content, especially advertisement or marketing for other good or services (iii) infringes intellectual property rights of others (iv) contains viruses, malware, trojan horses or other infested files. Namtrip is not obliged to check any Content ex-ante. Content that violates this clause can be blocked or removed immediately without notice.

Conclusion of a Contract, Documents & Information

Travel Adventures are booked directly with the respective Operator. The current Operators terms and conditions apply.

By clicking on “Book now” you are submitting a binding offer for the selected Travel Adventure to the respective Operator. The Travel Adventure contract is concluded by the Operator accepting your offer (“Booking”). In this case the contract is concluded directly between the Traveler and the Operator. The contract text and your booking data are saved by Namtrip to process the contractual relationship.

The Operators will confirm or reject a booking request within 24 to 72 hours during which time your offer is binding. As soon as the booking transaction is completed (including successful (down) payment), the Traveler receives a booking confirmation via email with a summary of the contract.

Booking on request: In certain circumstances you are informed that a booking is “on request” (which is usually the case with Travel Adventures booked shortly before the start of the trip). In this case the Operator needs up to 5 Business days to ensure that all components of the Travel Adventure can be confirmed. In case of such a Booking on request the Traveler is bound to his offer until the Operator either accepts or rejects the booking. The Operators’ cancellation and payment terms apply from the moment of your request. If the request is accepted, you will be billed for the full amount. If the Operator cannot confirm your request, you will receive a full refund of any amounts already paid.

Special requests by the Traveler are non-binding, as long as they have not been confirmed by the Operator. Namtrip will forward special requests and inquiries of the Traveler to the Operator. A binding performance commitment however is only available upon confirmation by the respective Operator.

Your Responsibilities

When using the Namtrip Services, you undertake to provide all required personal information in a timely, complete and truthful manner. In particular, you will provide upfront information on all circumstances and restrictions affecting the performance of the services by Namtrip and the Operator (e.g. special needs such as food intolerance, restricted mobility or state of health).

Travelers who make a booking for themselves or on behalf of third parties (such as fellow travelers) through the Platform are deemed to be the client and, in the absence of any other declaration, accept the obligations arising out of their use of the Platform under these terms and conditions. By using the namtrip Services for himself or others, the Traveler agrees to inform those others of these terms and conditions. The Traveler accepts that he is responsible for all bookings and travel reservations made by anyone under his control. The Traveler guarantees that

all information that he provides directly or indirectly through third parties is true, complete and accurate and that the Traveler is not an unaccompanied minor. Any exploratory, manipulative, speculative, false or fraudulent booking (inquiry) is prohibited without restriction.

The Traveler undertakes to check all contractual documents transmitted by means of the Namtrip Services (e.g. travel contract, booking confirmation, vouchers) for factual correctness and completeness (spelling mistakes, e.g. name, date of birth, special travel requirements) and to report any recognizable errors or defects in the activity of Namtrip immediately.

Travelers with restricted mobility, pregnant Travelers and Travelers who require special medical care must inform Namtrip of their special needs at least 48 hours before the start of the journey.