

As on 01. January 2022

The following general conditions are part of the tour contract between the tour organiser (TO) and the tour participant (TP).

1. By registering for the tour the TP agrees to a binding tour contract with the TO. The booking must take place in writing, name and surname and full address must be furnished. The contract becomes valid with the acceptance of the application by the TO. The TP receives a booking confirmation. With booking a down payment of 30% within 10 days of the overall costs is payable. The remaining costs are to be paid 60 days before the commencement of the tour.
2. For the tour services the service descriptions in the tour prospectus of the TO are binding as well as the indicators in the booking confirmation. Additional agreements are to be agreed upon by the TO in writing.
3. Flights can only be facilitated by the TO. For flights the airline contracts only are valid and applicable.
4. Deviations from the agreed upon tour services which become necessary after the contract has been signed and which have not been caused against the TO's good faith are permissible. The TO has the right, before or during the tour, to change the planned route, if circumstances force him to do so, or if such a change seems unavoidable. Services and route changes as a result of unforeseen circumstances, as e.g. war, strike, or events that are similar in their results as the aforesaid, unrest, official arbitrary conduct, governmental restrictions (e.g. governmental restrictions of access and restrictions other than past practices etc.), natural disasters, technical defects to means of transport as well as divine interference, are permitted.
5. After signing the tour contract price changes are possible if the reasons are valid and reasonable under the circumstances (changes of fuel prices, taxes, tariffs, exchange rates) if between the time of receipt of the registration confirmation of the TP and the commencement of the tour more than 4 months have elapsed. The TP will be informed immediately of such price changes, at the latest however 3 weeks before commencement of the tour. Price increases thereafter are not permissible. In case of price increases of more than 10% the TP has the right to withdraw from the contract within 10 days without any charges.
6. The TP can at any time withdraw from the contract before the commencement of the tour. The withdrawal has to be done in writing. If the TP withdraws from the contract, or if he does not participate in the tour without having withdrawn from the contract, the TO may charge a reasonable price for incurred costs taking normal savings into account. In case of withdrawal from the contract by the TP the TO is free to charge instead of the real computed costs compensation to the following amounts: In case of withdrawal 120 to 100 days before commencement of the tour 25%, 99 to 80 days before commencement of the tour 35%, 79 to 60 days before commencement of the tour 50%, 59 to 30 days before commencement of the tour 65%, 29 to 14 days before commencement of the tour 75 %, 13 to 0 days before commencement of the tour 100% days before commencement of the tour 100% of the tour price plus the costs for all other costs incurred

for bookings done including the flight costs in accordance with the contracts entered into with the air line companies. The date of receipt of the written withdrawal notice at the TO will be applicable for the computing of the charges.

7. If the TP does not make use of the services described in the prospectus, or does so only partially he/she has not right to compensation. All additional costs that may be incurred due to changes of the tour plan as a result of actions by the TP during the tour (e.g. late arrival of the TP at the place of departure, or his/her premature return from a hiking tour, costs for a return journey, hospitalisation or hotel accommodation also for additional accompanying persons as a result of illness or accident or as a result of not complying with the instructions of the tour guide) will be charged to the TP and are payable immediately on incurrance to the service provider. In case the TO extends the conclusion of the tour.

8. The TO may withdraw from the contract before or during the tour without giving advance notice if the TP, in spite of explicit warnings from the TO, interferes with the conducting of the tour or behaves in contravention of the tour contract in such a way that the cancellation of the contract becomes necessary and is justified. In such a case the TO retains the right to the tour costs, less the computed savings. If the minimum number of participants cannot be found for the tour the TO may cancel the tour contract up to two weeks before the planned commencement of the tour. The TO will endeavour to inform the TP of the fact that no minimum number of participants has been found at his earliest possible chance. In this case the TP will receive the full refund of the tour price and/or any down payment made. No further claims from the TP are possible.

9. In case the tour is rendered impossible due to circumstances like war, strike or other events that may cause similar results than the aforementioned causes (e.g. governmental access restrictions, other government prohibitions contrary to past practices, etc.), natural disasters, technical defects of the means of transport, as well as divine intervention the TO may cancel the tour. In the event of withdrawal from the contract after commencement of the tour the TO has the right to payment of the services already rendered only. Services rendered include any payments made by the TO on behalf of the client for services expected, but not utilised yet.

10. The TO is liable for the proper and reasonable tour preparation, the correctness of service descriptions in accordance with local customs as well as the furnishing of the services agreed upon in the tour contract. As the tour is not an ordinary holiday tour operation, but an adventure tour, it contains unavoidable risks. In as far as resulting from these risks services cannot be rendered the TO cannot be made liable. This also applies to resulting damages like untimely arrival or delays. The TO cannot be made liable for damages resulting from services not rendered by other providers for whom the TO acted as agent only. Neither will the TO be liable for accidents which are likely to occur in the use of modes of transport by land or water, on hiking tours, horse riding, game encounters and other activities, as well as loss or damage of luggage of the TP. The TO therefore recommends the taking out of insurance policies in regard to above damages. Liabilities of the TO are limited to the legal obligations involved for a TO for the rendering of the agreed upon services. The liabilities of the TO in regard to the TP are limited to an amount three times that of the original tour price in as far as the damaged incurred has not been caused by wilful acts by the TO or grave negligence of the same, or in as far as the TO alone is responsible for the damage done by one of the service providers to the TP.

11. The TP is obliged to do everything reasonably expectable to rectify any disturbance in regard to services to limit any damage possible. The TP is expected to report any shortcomings in the services to the TO immediately. Should the TP fail to do so he/she is not entitled to relief. 12. The TP is him/herself responsible for his/her compliance with the passport, visa, health and legal revenue regulations. Information and particulars given by the TO are not binding and are to be viewed as assistance only. All damage incurred due to non-compliance with these regulations are the liability of the TP even if the regulations may have changed after registration as participant of the tour. 13. In the event that a regulation or condition of the tour contract becomes ineffective that does not mean the entire contract has been rendered ineffective. We are not liable for printing or accounting errors.

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13. Place of jurisdiction

The customer can only sue the tour operator at the registered office of the company.

For lawsuits of the tour operator against the customer, the domicile of the customer is decisive. For actions against customers or contractual partners of the travel contract who are merchants, legal entities under public or private law or persons who have their place of residence or have their usual place of residence abroad, or whose domicile or habitual residence is not known at the time the action is brought, the place of jurisdiction is agreed to be the registered office of the tour operator.

14. In the event that a regulation or condition of the tour contract becomes ineffective that does not mean the entire contract has been rendered ineffective. We are not liable for printing or accounting errors.

Tour Operator/Organiser:

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