

STANDARD TERMS AND CONDITIONS OF CONTRACT

Part One

Definitions:

"the Company" shall mean and include Nxai Travel and all of the companies connected with it in a network of direct and indirect shareholdings (whether holding, subsidiary, associated or affiliated), and all of the companies (including, without limitation, organisations, trusts, associations and entities that are directly or indirectly owned, managed and/or controlled by companies or persons in the abovementioned network) directors, members, trustees, employees, agents, contractors and representatives of the companies, organisations, trusts, associations and entities that form part of the said network; it being further recorded that the terms and conditions that express any benefit for, or confer rights or protections in favour of Nxai Travel, constitute irrevocable stipulations for the benefit of all of the companies, organisations, trusts, associations, entities and persons in the network, and such benefits, rights and protections may be adopted and enforced by any one or more of such companies, organisations, trusts, associations, entities and persons, at any time, and in any jurisdiction in the world; and

"Wildlife Areas" shall mean and include all wildlife and other wilderness areas, reserves and marine protected areas in Botswana, Namibia, South Africa, Zambia, Zimbabwe and any other country in which the Company carries out operations or does business, as well as all property and facilities owned, leased, managed, controlled or traversed by the Company, and further includes areas owned or controlled by persons who provide facilities or services to or on behalf of the Company, or to guests and clients of the Company; and

"Activity/ies" shall mean and include all activities (guided and unguided) provided for or arranged by the Company (with Nxai Travel product or with independent third-party supplier product), specifically including but not limited to all activities related (whether directly or indirectly) to game or nature drives, swimming, snorkelling, quad biking, canoeing, mokoro excursions, boating and/or kayaking, fishing, sandboarding, fishing, use of hides, walking, caving, cycling, horse-riding, sleepouts and cultural activities as well as all travelling (whether by vehicle, balloon, helicopter or aircraft) to or from or within the Wildlife Areas.

"Contra Proferentem Rule" - shall not apply to this agreement.

Application Of Standard Terms and Conditions

By making a booking for, and subsequent payment in respect of, any Services and by accepting and participating in such Services, all Guests acknowledge that they have read and fully understand the content of these Terms and Conditions and agree to be bound by these Terms and Conditions.

Bookings

i. BOOKING CONFIRMATIONS

- Provisional bookings can be held for a two-week period and will be released if not confirmed, subject to the following exceptions:



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- In high and peak seasons plus Easter and Christmas/New Year, provisional bookings made within 90 days of date of travel can be held for a one-week period and will be released if not confirmed.
- In green/low and shoulder seasons, provisional bookings made for travel more than a year in advance can be held for a three-week period and will be released if not confirmed.
- If a confirmed booking is received for space held provisionally, you will be notified and would need to confirm or release your booking within 72 hours. Please note our penalty clause for confirmed bookings which cancel.
- Booking cancellations are subject to our cancellation policy below.
- No booking will be cancelled or amended unless notified in writing.

Please Note: Payments must be made free of bank charges. Bank charges are for the account of the payer. Payment must be made in the currency invoiced.

Deposit and Payments

- 30%** of the confirmed total booking value for all services other than airline reservations is payable in the form of a non-refundable deposit on the date of confirmation.
 - The purpose of the Deposit, other than payment to Third Party Suppliers, is to cover costs and disbursements incurred by the Company and its service fees and in the event of any cancellation as provided for herein will be forfeited by the Client.
- 100%** of the confirmed total booking value of all airline reservations is payable on the date of confirmation.
- The balance** of the confirmed total booking value for all services other than airline reservations is payable 70 days prior to the date of arrival.
- 100%** of the confirmed total booking value payable at the time of confirmation for all bookings made less than 70 days prior to the date of arrival.

Peak Season Payment and Cancellation Terms:

- Payment terms may differ due to specialist product and over peak seasons.

Cancellation fees

The following cancellation fees will be payable if the booking is cancelled:

- 30%** of the confirmed total booking value if the booking is cancelled more than 71 days prior to the date of arrival.
- 100%** of the confirmed total booking value if the booking is cancelled 70 – 0 days prior to the date of arrival or in the case of a no show.

** Cancellation fees may differ due to specialist product and / or peak season travel. Airline reservations are 100% non-refundable.*



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The Company reserves the right to cancel any tour before departure, in which event the entire payment will be refunded to the Client without any further obligation on the part of the Company or right of recourse by the Client.

Clients should also refer to the cancellation provisions contained in the Third-Party Supplier's T&C or website. Third Party Suppliers may charge cancellation fees over and above those stated above:

For Group Bookings (10 or more guests): should the numbers in a group decrease after the booking has been confirmed, cancellation fees will be levied on the number of released beds.

Payment methods

Nxai Travel accepts two payment methods:

- Wire transfer to one of our denominated accounts (BWP or USD)
- Credit card payment via a secure payment link.

** Nxai Travel accepts all major credit cards (Visa, Mastercard, American Express etc.). Please note we do not currently accept Diners Club.*

Part Two

Quotes and Costs

- Quotations are based on anticipated costs and are subject to amendment should these anticipated costs increase due to circumstances beyond the control of Nxai Travel.
- Quoted prices are typically per person sharing, double occupancy except where indicated. Prices include planning, handling and operational charges and are based on current rates of exchange, tariffs and taxes in effect at the time of publication.
- Nxai Travel reserves the right to increase prices to cover increased costs, tariffs, taxes and V.A.T. received after prices are published and to reflect fluctuations in foreign exchange markets.
- Nxai Travel is under no obligation to give a breakdown in costs of any journey. Modification of group experiences to accommodate a smaller group size will not affect the published program price.

Travel insurance

- It is compulsory to have comprehensive insurance cover.
- It is a condition of booking that the guests accept sole responsibility to ensure that they carry the correct fully comprehensive travel and medical insurance to cover themselves, as well as any dependents/ travelling companions.
- This insurance should include cover in respect of, but not limited to, the following eventualities: delay, cancellation or curtailment of the safari, emergency evacuation expenses, medical expenses, personal injury, illness (including but not limited to any communicable disease), loss of support, death and disability, hometown repatriation costs, consequential loss, damage/theft/loss of personal baggage, money, and belongings.



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- Guests will be charged directly by the relevant service providers for any emergency services they may require and may find themselves in a position unable to access such services should they not be carrying the relevant insurance cover.

Included services

The following is intended to be indicative only. Nxai Travel accepts no liability for any mistakes or errors in the calculation of the advertised price which is based on the anticipated costs of the particular experience. A Nxai Travel sample itinerary on the website will typically include the following services in the advertised price:

- All internal (domestic) flights and accommodations as noted in the basic itinerary; all meals as specified; arrival and departure transfers; Meet & Greet on international arrival; sightseeing, park and entrance fees; local bottled water during sightseeing; selected beverages with group meals; local taxes.

Excluded services

- International and internal airfares unless otherwise specified in the basic itinerary; costs associated with obtaining passports or entry visas; airport departure taxes, unless otherwise specified; excess baggage charges; gratuities; meals other than as specified in the basic itinerary; beverages other than noted in your final confirmed itinerary; sightseeing not included in the final confirmed itinerary; and personal expenses such as laundry, communication charges unless otherwise specified in your final confirmed itinerary; and optional activities (which are subject to availability).

Unforeseen circumstances

- Accommodations, including houseboats and trains, and arranged sightseeing are subject to change at any time due to unforeseen circumstances or circumstances beyond Nxai Travel's control.

Special requests

- Special requests such as adjacent or connecting rooms, bedding requests, smoking rooms and special dietary needs should be advised at time of booking. Please note that while every effort will be made to secure a special request, it cannot be guaranteed in advance of travel.

Active elements

- Some active elements have been incorporated into select experiences. To enjoy those experiences as intended, a minimum level of fitness is required.
- Nxai Travel will require notice if any participant has any physical or other condition or disability that could create a hazard to him or herself or to other members of the group.



- Nxai Travel reserves the right to decline acceptance of anyone whom it considers unsuitable due to fitness level. Should you have any questions or need any clarification about a specific program, please ask our team for details at the time of booking.

Part Three

Passports and Visas

- Valid passports are required for all international destinations.
- Please note that guests are responsible for obtaining the required documentation applicable for entry. Passports must be valid for six (6) months after the return of your journey and should also have sufficient blank pages for visas and immigration stamps.
- Nxai Travel cannot be held responsible should you be denied entry to a country due to non-compliance with these requirements.

Indemnity, Waiver and Disclaimer

- The Company's service camps and campsites are largely unfenced and are built to allow guests to enjoy the natural environment and are situated in Wildlife Areas. This presents real dangers and risks to guests of suffering bodily injury, illness and even death or damage to property arising from amongst other things travelling in an open vehicle, the presence of wild, unpredictable and dangerous animals, insects, fish and reptiles.
- Accordingly, entering a Wildlife Area and undertaking and/or participating in any Activity offered in these areas is done so entirely at the guests' own risk.
- The Company shall not be liable to the guest or any of their dependents, spouse, life partner, children, travel agent, tour operator, tour organiser or intermediary that organised or was involved in arranging the travel activities for any claim of whatever nature or cause in connection with the provision of the services (whether in contract or delict) and whether for damages for personal injury, illness (including but not limited to any communicable disease), harm, death or disability, loss of support, damages, and loss of property however arising, including acts of negligence.
- Each guest will be required to sign a camp Indemnity, Waiver and Disclaimer form. Guests arriving at camp, will receive a safety briefing and are required to acknowledge such safety briefing when signing the Indemnity, Waiver and Disclaimer form.

Limitation of liability

- Subject to the fullest extent permitted by law, the Company shall not be liable for any loss or damage, whether by contract, negligence or otherwise, where the loss or damage is an indirect result of any breach of a legal duty owed to you by us. To the fullest extent allowed by law, if any of the limitations or exclusions of our liability in these terms and conditions are held by any competent court, arbitrator or authority to be invalid or unenforceable, in no event will our total cumulative liability to you exceed the amounts paid by you to us in respect of the booking from which the cause of action of your particular applicable claim arose, or the amount stated in the indemnity of the camp at which the cause of action arose, whichever is the lesser.





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- We have the right to suspend or cancel our obligations, in whole or in part, if we are delayed or prevented from carrying on our business or any of our obligations under these terms and conditions arising out of circumstances beyond our reasonable control, including causes such as fire, floods, acts of God, pandemics or epidemics, acts and regulations of any governmental or supranational authority, war, riots, strikes, lock-outs and industrial disputes.

Photography During Travel

- The Company shall be entitled to take photographs, films and videos (including in electronic format) of Guests for the duration of the Services provided in terms hereof. The Company, at its sole discretion, may use such photographic, film and video material so taken, for the purpose of any advertising or brochure productions without any consideration being payable to Guests, to which use Guests hereby irrevocably consent.

Privacy Policy

- The Company has a strong commitment to respecting the privacy of personal information provided to it. The Company will explicitly ask when it requires information that personally identifies you. The Company's Privacy Policy sets out the basis on which any personal information that it collects from you will be used, stored and processed. The latest version of the Privacy Policy is available on our website.

Conflict Between Agreements

- In the event of any conflict arising between the provisions of these Terms and Conditions and the provisions of any agreement entered into between Guests and a booking agent, travel agent or any other third party in respect of the Services, the provisions of these terms and conditions shall prevail.

Governing Laws:

- This Agreement shall in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) be governed by the Law of the Republic of Botswana which is applicable to agreements executed and wholly performed within the Republic of Botswana.
- Parties hereby consent and submit to the jurisdiction of the High Court of the Republic of Botswana in respect of any dispute or claim arising out of or in connection with this Agreement.

Other

- The Company has the right to amend, revise or update its terms and conditions from time to time. The latest version is available on our website.
- The Company reserves the right to substitute one property or service with another property or service in circumstances where the property or service cannot be adequately provided due to circumstances beyond our control. Where substitution applies, we will attempt to substitute the property or service with a similar product or services. Where this is not possible, a partial refund will be made, or any additional rate change will be levied where applicable.
- The various clauses set out in these standard terms and conditions operate separately to one another. If any court or any other relevant authority decides that any of these paragraphs (or part therein) are unlawful or unenforceable, the remaining clauses (and parts therein) will remain in full force and effect.



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- The Company cannot be held responsible for any costs incurred due to factors beyond our control. These include (but are not limited to): force majeure, war, threat of war, riots, civil disturbances, terrorist activity, criminal activity, industrial disputes, natural and nuclear disasters, fire, epidemics/pandemics, health risks, and changes due to rescheduling or cancellation of flights by an airline or alteration of the airline or aircraft type; closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, and any other similar event.
- The Company will not be held liable for any consequential loss or damages, whatsoever, whether direct or indirect.
- All Activities are shared activities with other guests. No Activities are guaranteed. All Activities are weather permitting.
- Guests must raise matters of concern arising during their stay at any camp directly with the relevant Camp Manager. The Company cannot remedy retroactively and will not entertain the matter should it not have been raised during the stay.
- These terms and conditions contain certain clauses which (i) may limit the risk or liability of the Company or a third party; (ii) may create a risk or liability for you; and/or (iii) may serve as an acknowledgement by you of a fact.
- If there is any provision in these terms and conditions that you do not understand, it is your responsibility to ask us to explain it to you before you accept the terms and conditions or continue using our online services.
- Nothing in these terms and conditions are intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or us in terms of applicable consumer protection legislation in force from time to time.
- The Client shall obey all laws, byelaws and directives governing tourism and in place at the time of the safari.



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