ZUSAMMEN
TOURS AND TRAVEL AGENCY

TERMS AND CONDITIONS

APPLICATION

- The Customer agrees that no indulgence whatsoever by the Company shall constitute a waiver in respect of any of its rights under this agreement and under no circumstances will the Company be prevented from exercising any of its rights in terms of this agreement.
- The terms and conditions contained in this document shall apply to the tour booking concluded between the Company and the undersigned client in respect of the tour, as more fully described in the tour dossier provided to the client on confirmation of the booking.
- All references in these terms and conditions to "client" shall include references to an agent of the client with such changes as the context may require

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APPLICABLE LAW AND JURISDICTION

- These terms and conditions shall be deemed to have been concluded in Windhoek, Namibia and shall be interpreted according to the laws of the Republic of Namibia.
- The client consents to the jurisdiction of the Magistrates Court of Windhoek and is specifically agreed that Zusammen Tours & Travel Agencyat its instance will have the discretion to sue in the High Court if it is deemed appropriate.
- Notwithstanding the aforesaid, the client must at all times comply with the laws, customs, foreign exchange and other regulations of all countries visited on the tour.

BOOKINGS

- The Company reserves the right not to confirm the booking until the full amount set out in the invoice received by client is paid and has been received by the Company and all the relevant documentation has been signed and completed in full by the client.
- Any amendments to, or cancellation of the booking shall be subject to these terms and conditions.
- Please note that for single clients, the Single Supplement is compulsory on all accommodated tours
- Optional activities that take place inside National Parks or Reserves may be subject to additional conservation fee charges.

TOUR PRICE, DEPOSIT AND PAYMENT

- A booking is considered confirmed when Zusammen Tours and Travel Agency sends written confirmation to the client confirming the booking. Invoices are issued on booking confirmation, 30% payment is required at 60 days prior to departure and full payment is due 45 days prior to the departure date.
- If a booking is made within 45-60 days of the tour departure date, 30% payment is required on booking. If the booking is made within 45 days of the tour departure date, 100% payment is required on booking. Non-payment of stipulated percentage at time of confirmation, within 45 days of tour departure date, will result in the cancellation policy being applied.
- When booking a tour that includes a Gorilla Trekking Permit, immediate payment for the permit is required in order to secure the trekking permit. This payment is non-refundable and is paid directly to the gorilla tour operators.
- While Zusammen Tours and Travel Agency has utilized its best endeavours to ensure the accuracy of the tour price, such price is subject to change as a result of factors beyond the Company reasonable control, in which event Zusammen shall utilize its best efforts to notify the clients of such changes as soon as possible.
- The tour price includes only those services/items that are included as per the itinerary and the tour dossier, and the client shall be responsible and pay for any additional items where, as required by the Company from time to time, such payment is made either directly to a third party service provider or to the Company for settlement with a third party service provider.
- Any pre or post tour services booked through Zusammen Tours and Travel Agency do not form part of the tour price and will be subject to cancellation terms of the third party service provider.
- The Company records that prices/charges/tariffs in respect of certain activities forming part of the tour are determined in accordance with the public regulations of a particular country and, accordingly, the Company has no control over any increases in such prices/charges/tariffs, including where such increases are implemented during the tour. The Company accordingly reserves the right to increases the relevant prices/charges/tariffs to account for such increases and/or fluctuations. The client will be notified of such increase and/or fluctuation as soon as possible and only if possible do its best to obtain the client's authorisation before commencing with the final booking of such trip.
- Although the Company takes care to ensure that all information on their website and or price brochures and/or quotations are correct, it will not be bound to any price that contains an inadvertent and/or obvious error. If a mistake occurs in any advertisement, the Company undertakes to take all reasonable steps to inform the customer of the correct details. All prices are quoted in South African Rand (ZAR) currency. If a customer pays using a non ZAR currency, the amount debited to the customer's account will be as close to the advertised price as possible.
- Electronic Transfer: Proof of the transfer with a bank stamp must be emailed to our office (info@zusammentravels.com) as proof of payment. All transfer / bank fees are the responsibility of the client. Zusammen Tours and Travel Agency CC must receive the full total due in to the bank account.
- Credit Card: If Zusammen Tours and Travel Agency CC accept payment by Credit Card, a 5% administration fee will be added to the total tour fare for which payment is being made.

CANCELLATIONS

- Cancellation of a scheduled tour booking must be made in writing and is not effective until such written cancellation is received and acknowledged by Zusammen Tours and Travel Agency CC. Cancellation fees are applied to the tour price, green seat and pre/post tour services.
- No cancellation fee is applicable to tours cancelled more than 45 days before date of Departure (excluding the non-refundable gorilla trekking permit, Okavango Delta upgrade excursion and Serengeti Upgrade excursion).
- Special Condition for tours that require a Gorilla Permit: When a client cancels a tour that requires a gorilla trekking permit, the permit price is non-refundable and will be forfeited.
- Should a Client cancel a booking 45 days or less prior to the date of departure of the tour for any reason (except due to death or hospitalisation), the client shall be liable to pay a cancellation penalty. The cancellation penalty is calculated by having regard to the nature of the booking, length of notice of cancellation and reasonable potential to find alternative customers. Having regard to the aforementioned factors, the following percentages may be forfeited by the customer in respect of the arranged tour price due to a no-show based on the number of days between receipt of the cancellation notice and the date of the departure:
  - **>45 Days**: No fee applies (unless Gorilla Permit has been booked – which is non-refundable)
  - **10 - 44 Days**: 100% of the tour price is held as cancellation
  - **0 - 09 Days**: 100% of the tour price is held as cancellation
- The Company shall be entitled to apply any portion of the non-refundable deposit paid by the client toward any cancellation penalty payable in terms hereof.
- The Company reserves the right, at any time and for any reason, to cancel the tour on notice to the client. In such event, the Company shall refund the tour price (which includes for the avoidance of doubt, the non-refundable deposit) to the client. It is recorded that refund of the tour price as aforesaid shall be the Company's sole responsibility to the client, and no claim for any damages, howsoever arising, shall accrue against the Company by reason of a cancellation of the tour.
- Any fees charged by banking institutions during the refund process will be for the client's account.
- The client acknowledges that the tour is subject to a minimum booking of 4 passengers (including the client). If the minimum booking is not obtained, the Company reserves the right to cancel the tour and refund the tour price to the client, in which event the client shall (for the avoidance of doubt) have no claim for any damages against the Company.

CHILD POLICY

- 6 Years: No children under 6 years of age may travel on Zusammen's scheduled tours.
- 10 – 15 Years: Zusammen Tours and Travel Agency will accept a maximum of four children between the ages of 10 to 15 years on any tour without requesting permission from agents or clients. If more children want to join a tour once the maximum has been reached, this will be allowed on a request basis.
- 6 – 9 Years: Children between the ages of 6 – 9 years will be accepted to travel with Zusammen on a request basis only.
- No children under the age of 12 permitted on our Kenya and Uganda tours
- Any traveler between the ages of 6 – 16 must be accompanied by a parent, unless specific authorization had been obtained from Zusammen.
- 17 – 18 Years: Guests of this age may travel with us with a letter of permission from their guardian; they do not require a parent to travel with them.
- "On A Request Basis" means that Zusammen Tours and Travel Agency will receive the child request from the agent and once Zusammen has confirmed receipt of the child request with the agent in writing, all other agents who have guests booked on the specific departure will be contacted to request permission for the child / children to join the tour. The agents then have 48 hours to respond to the request. If no response is received from any agent, the child/children will be accepted onto the tour. If the response is negative, we will have a look at an alternative date or tour for the family.
- Age restrictions may apply to certain items listed in the respective tour activities. It is important that you are aware of these restrictions prior to confirming children on tour.

Age restricted Activities:

- Children under the age of 12 years are not permitted in the Serengeti National Park. We do however allow children older than 8 years to partake in the Ngorongoro Crater Day Trip activity
- No children under the age of 12 - Nkambeni Morning Walk, Full day Drakensberg Hike, Okavango Delta mokoro excursion
- No children under the age of 13 – Morning walk in Swaziland and Game drive Hlane
- A child must be 15 years or older to partake in the Gorilla & chimpanzee Trekking Activity

AMENDMENTS TO BOOKINGS

- In the event that the client joins the tour after the departure date, or leaves before the completion thereof for any reason whatsoever, the client shall not be entitled to any refunds or rebates whatsoever from the Company.
- Should be aware that if a Client wishes to transfer from one tour to another, outside the 45-days prior to departure period, no fee applies.
- Where the client wishes to change tours (that is, to move from the tour confirmed herein to another tour), such amendment is subject to –
  - The Company being able to accommodate the client on the substituted tour;
  - Payment by the client of an administration fee and
  - The change being made by no later than 45 days prior to the departure date of the original tour, failing which the cancellation penalties set out in the terms and conditions shall apply.
  - Changing the date of a tour, within 45 days of the departure, is subject to the standard cancellation fees
  - On a tour, where a Gorilla Permit is required, as well as Okavango Delta excursion and/or Serengeti excursion is booked, the full amount of the permit/excursions will be added to the aforementioned fee to move the client (Gorilla permits are not refundable). This includes a case where a client moves from a Gorilla tour to a non-Gorilla tour.
  - Cancellation fees may be applicable on any pre/post services booked through Zusammen where an amendment is made to the booking.
- In the event that a tour is changed, these terms and conditions shall apply to the substituted tour, with the necessary changes having been made.

PASSPORTS, VISAS AND OTHER TRAVEL PAPERS

- It is the client's sole responsibility to ensure that passports, visas, health certificates, proof of vaccinations and any other required documentation are all in order for the countries to be visited during the tour.
- The Company shall not be held liable for any loss or damage to any client's luggage arising due to circumstances beyond the reasonable control of the company.

INSURANCE

- Comprehensive travel and cancellation insurance is mandatory on the tour. It is the client's responsibility to ensure that he or she has such insurance in place (together with the required paperwork to prove such insurance) before embarking on the tour.
- Should the client be unable to present the proof of such insurance to the Company (on request therefore by the Company), the Company may, in its sole discretion, exclude the client from the tour, and the client shall be liable for the cancellation penalty payments set out in these terms and conditions.
- The client acknowledges that travel insurance must include comprehensive medical insurance including provision for air evacuation, and that the Company shall not be liable for any consequences, damages or loss as a result of the client failing to have the necessary cover.

BAGGAGE

- The client shall be responsible for all baggage and personal effects brought by him or her on the tour, and the Company shall not be liable for any loss or damage to such baggage or personal effect, howsoever arising.
- The client shall be entitled to one bag (being a backpack or soft bag, and not a suitcase) that weighs not more than 20 kilograms, and a daypack. Should the client require larger baggage allowance, this may be arranged with the Company against payment of a fee that the Company may levy in its sole discretion. Notwithstanding the aforegoing, the Company reserves the right to refuse excess baggage or oversized baggage.

HEALTH

- The client accepts that to participate in the tour requires a measure of physical fitness and health and it is the client's obligation to ensure that he or she is medically fit to embark on the tour.
- Where the client is over the age of 65, the Company requires a medical certificate or doctor's letter confirming that the client is medically fit to undertake the tour.
- In respect of all clients over the age of 65 years, a medical questionnaire is required to confirm that the client is physically able to undertake the tour. Zusammen Tours and Travel Agency will not accept a reservation without this documentation.

AUTHORITY ON TOUR

- The client must at all times comply with the laws, customs and foreign exchange regulations of all countries visited during the tour.
- In addition, the client acknowledges that any disruptive, dangerous or potentially dangerous behaviour during the tour shall not be tolerated and that the Company, its employees, representatives. Agents and/or contractors being so authorized, reserve the right to exclude the client from the tour at any point therein in such circumstances.
- The Company shall not be liable for any costs and/or expenses for the client resulting for exclusion as aforesaid, and the client shall not be entitled to a refund or rebate of the tour price or any additional compensation in such instances.

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MARKETING

- The Company reserves the right to use any photographs and video taken during the tour for use in marketing or any other advertising material, and the client hereby consents to such use.
- The client further agrees that the Company shall retain copyright over any such photographs and videos taken during the tour and/or used in its brochures and, to the extent necessary,the client hereby assigns copyright in such photographs and/or videos to the Company.

UNFORSEEN CIRCUMSTANCES

- Unforeseen circumstances including but not limited to war, mechanical breakdowns, weather, riots and other unforeseen reasons beyond the control of the Company may cause delays or alterations to the tour. The Company shall not be held liable in any way for any of these possible occurrences or any consequences, which may arise as a result of these.

TRAVEL DOCUMENTS

- On booking, the client shall be issued with our tour dossier and pre-departure information documents. It is the responsibility of the client to read and understand these documents before travelling.

INDEMNIFICATION AND EXCLUSION OF LIABILITY

- The client accepts that the tour is of an adventurous nature and involves an element of personal risk.
- The Company and its respective directors, officers, employees, representatives and agents shall not be liable for any loss or damage of whatsoever nature and howsoever arising (including, but not limited to, the client's or any other person's injury or death, or any loss or damage to the client's or any other person's property) which the client or any such other person may incur or suffer as a result of or arising from the clients participation in the tour and any other activities undertaken on or during the tour, and the client irrevocably and forever releases and discharges the Company and its respective director, officers, employees, representatives and agents from any and all such liability.
- The client furthermore indemnifies and holds the Company and its respective directors, officers, employees, representatives and agents harmless from and against any and all loss, damage, actions, proceedings, claims, demands and legal and other costs and expenses (including legal costs on an attorney and own client scale) of whatsoever nature and howsoever arising (including, but not limited to, the client's or any other person's injury or death, or any loss of or damage to the client's or any other person's property) which the client or any other such person may incur or suffer as a result of or arising from the clients participation in the tour and any other activities undertaken on or during the tour.

TRAVEL DURING COVID-19

- Zusammen Tours and Travel Agency has put the necessary measures in place to ensure that all health & safety protocols are being followed to reduce the risk of spreading the Covid-19 virus. To this extent, we have implemented a number of regulations that will be carried out during the course of your tour. While we are following all necessary guidelines, the responsibility of safety and hygiene remains the clients.
    - All clients will be responsible to ensure that they fully comply with the requirements of each of the countries that will be visited and entered for the duration of the tour.
    - All documentation remains the responsibility of the client and Zusammen Tours and Travel Agency will not be held accountable or responsible for any client not in possession of their own paperwork.
    - Zusammen will not be liable for any claims arising from a client being denied access into a country due to non-compliance with covid-19 regulations
    - Should a client contract the covid-19 virus while on tour, the cost of all additional expenses (including but not limited to testing, medical related expenses, hospitalisation, quarantine accommodation) will be for the client's own account.
    - No refunds will be granted for unused tour nights and services in the event a client contracts covid-19 while on tour.
    - Any guest not adhering to protocols on tour may be expelled from the tour.
- It remains the responsibility of the client to ensure that adequate travel and medical insurance cover is purchased prior to arrival.

PROTECTION OF PERSONAL INFORMATION (POPI Act)

Notification to the customer when supplying Personal Information

- The customer must note that all the information supplied to the responsible party (Zusammen Tours and Travel Agency) will be recorded and processed regardless of form or medium in which the information was supplied.
- Personal information is collected to enable Zusammen Tours and Travel Agency to deliver a service to its clients/customers and for billing purposes (where applicable).
- The personal information supplied is mandatory and if applicable is authorized or required by the Protection of Personal Information Act.
- The customer has the right at any time to rectify the personal information collected, object to the processing of personal information (subject to legislation) and to lodge a complaint at the Information Regulator.
- The Supplier has a strong commitment to providing excellent service to all of our customers and visitors of this Website, including respecting concerns about privacy. The Supplier will explicitly ask when we need information that personally identifies you or allows us to contact you ("personal information"). Generally this information is requested when making reservations; when requesting a particular service. You agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
- The purposes for which The Supplier will use your personal information are as follows: to transact with you via the website or email regarding reservations, to provide services to you via our website; to inform you of new features, services, special offers and products (provided you have consented to receiving such marketing material); to enable us to process, validate and verify reservations and requests for services and for the purposes for which you specifically provided the information; to improve your experience on our website.
- The Supplier shall be entitled to disclose personal information if required to do so (a) to comply with applicable law or with legal process served on The Supplier; (b) to protect and defend the rights or property of The Supplier, and (c) for the purposes of distributing same to various employees and/or third parties who assist The Supplier in providing services to you and thus need to know your personal information in order to render a proper and efficient service to you. We will ensure that all such employees and/or third party service providers having access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to your personal information.
- You are aware that information and data is automatically collected through the standard operation of the Internet servers and through the use of "cookies." "Cookies" are small text files a website can use to recognize repeat users, facilitate the user's ongoing access to and use of the website and allow a website to track usage behaviour and compile aggregate data that will allow content improvements and targeted advertising. Cookies are not programs that come onto your system and damage files. Generally, cookies work by assigning a unique number to you that has no meaning outside the assigning site. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature; however, you should note that cookies may be necessary to provide you with certain features (e.g., customized delivery of information) available on our Websites.
- Whilst the supplier is of intent to take reasonable measures to keep personal information aboutyou confidential, it shall however not be liable for any loss or damage, suffered as a result of the disclosure of such information beyond the reasonable control of the supplier.

The Supplier will:

- Treat your personal information as strictly confidential;
- Take appropriate technical and organizational measures to ensure that your personal information is kept secure and is protected against unauthorized or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
- Promptly notify you if we become aware of any unauthorized use, disclosure or processing of your personal information;
- Provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable request; and
- Upon your request, promptly return or destroy any and all of your personal information in our possession or control.
- We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

BOOKING FORM | TERMS AND CONDITION

+264 (0) 81 245 5852
www.zusammentravels.com
info@zusammentravels.com

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TOURS AND TRAVEL AGENCY

We at Zusammen Tours and Travel Agency genuinely appreciate your business, and we are grateful for the trust you have instilled in us. We hope you are satisfied with your purchase. Please complete every datail requested below, so we best give you the service you deserve.

Guest (s) Name and Surname	Gender	AGE	Dietary Requirements
1	M F		
2	M F		
3	M F		
4	M F		
5	M F		

Emergency Contact Number | Next of Kin (Prefererably)

1 _____ _____
2 _____ _____

Nationality (s)

1 _____ 2 _____
3 _____ 4 _____
5 _____

Medical Conditions | Please state all the complications

Any special celebration (Birthday, anniversary, honeymoon, any religious events etc.,)

Pre Safari/Tour Information

Inbound Flight Details: _____
Date and Time of Arrival: _____
Pick-Up Location: _____
City, State & Country: _____
Zip / Postal Code: _____

Post Safari/Tour Information

Outbound Flight Details: _____
Date and Time of Arrival: _____
Pick-Up Location: _____
City, State & Country: _____
Zip / Postal Code: _____

Travel Insurance Details (Please attach the documents)

Please Kindly be advised that it is mandatory to acquire a comprehensive Travel Insurance covering you for your personal needs, personal medical conditions, accident and any emergency travel expenses, Curtailment and Cancellations.

Travel Insurance Name: _____ Policy Number: _____

Travel Insurance 24 hours Emergency Contact Number: _____

How did you hear about Zusammmen Tours and Travel Agency? _____
Do You wish to receive periodic news & product information via your email? _____
For your tour what is your periodic news & product information via your e-mail? _____
For your tour what is your preferred means of correspondence? _____
Any special requests? _____

How are you paying us? Bank Transfers: ☐ Western union: ☐ Credit Card (Add 2.5% of credit card fees: ☐

Declaration

I have read , understood, and accept the booking conditions provided on the example Tours or associated website and attached, on behalf of all members of my party , by whom I am authorised to make this agreement . I enclose the deposit (as detailed above), which is non-refundable in the event of my cancellation.

Tour Leader Signature

Please use "Fill and Sign" Feature of Adobe Reader lo Sign here.

Date of Signature