



### **Booking Terms and Conditions**

1. Wilderness Dawning (Pty) Ltd and its associated companies is hereinafter referred to as "the Company" and the passenger and/or agent is hereinafter referred to as "the Passenger".
2.
  - a) The Passenger, having placed his/her booking shall not be entitled to withdraw or cancel the same without the Company's written consent being first had and obtained thereto;
  - b) The Company shall be entitled to withhold such consent, without assigning any reason therefore;
  - c) Acceptance by the Company of the deposit, which shall be 25% of the tour fare, shall not constitute acceptance by the Company of the booking;
  - d) Acceptance by the Company of the booking shall be evidenced by the forwarding to the Passenger or his/her agent of an invoice, indicating an amount due and/or owing by the Passenger to the Company and the document shall constitute the contract.
3. The Passenger acknowledges that the tour price and itinerary disclosed to him/her at the time the booking was effected, alternatively at the time the contract was concluded, may be varied (not in excess of 15%) by the Company from time to time, without notice to the different from the itinerary that the Passenger anticipated enjoying, the Passenger shall not be entitled to cancel the contract.
4. Tour prices include only transportation by vehicles or fixed-wing aircraft in accordance with the itinerary issued in respect of the particular tour, fees to such game parks as are shown on such itinerary, accommodation and use of camping equipment, attendance of a courier/driver or pilot but do not include the cost/s of visas, vaccinations, insurance, or such items as are indicated in the Company's booklet on general information, which shall be borne and paid by the Passenger.
5.
  - a) The Passenger acknowledges that it is his/her responsibility to ensure that he/she is in possession 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.
  - b) Even though the Company will endeavor to assist the Passenger in this regard, such assistance is to be at the company's sole discretion, the passenger acknowledges that in doing so, the company is not assuming any obligation or liability and that nevertheless the responsibility to ensure that the aforesaid documentation is in order and complies with such lawful and other requirements to enable the Passenger to enjoy the benefits of the tour, remains the Passenger's.

# Wilderness Dawning Safaris



## BOOKING TERMS AND CONDITIONS WILDERNESS DAWNING SAFARIS

Tel: +27 84 805 4459 or +267 73 893 671 or +27 72 879 2947  
www.wildernessdawning.com |  
reservations@wildernessdawning.com

6.
  - a) Each Passenger shall be entitled to no more than one (1) soft-sided suitcase weighing no more than 20 kilograms, and a maximum size of 66 centimeters in length.
  - b) The Company shall be entitled to refuse to carry any baggage in excess of the aforesaid.
7.
  - a) The Passenger acknowledges that there are dangers and risks inherent in the tour which they will be undertaking and;
  - b) The Passenger agrees to assume all the risks connected with or arising out of all aspects of the tour and;
  - c) The Passenger waives any rights of any nature whatsoever which they or their assigns or successors-in-title, dependents or heirs may have against Wilderness Dawning (Pty) Ltd and its associated companies ("the designated persons") in respect of their injury or death or loss or damage which they may sustain connected with or arising out of the tour notwithstanding that it may have been occasioned by a negligent act of omission on the part of any of the designated persons and;
8.
  - d) The Passenger indemnifies the designated persons against all loss (including loss of reputation or goodwill), damage, costs (including attorney and own client costs, collection costs, collection charges and costs of any appeals), interest and expense which they may, or be likely to sustain as a result of any claim (contingent or otherwise), relating to, arising out of or in connection with the tour notwithstanding that such injury, loss or damages or their death may have arisen as a result of any act or omission, whether negligent or otherwise, on the part of Wilderness Dawning (Pty) Ltd and its associated companies and/or each of the employees, servants, agents, independent contractors and/or representatives of Wilderness Dawning (Pty) Ltd and its associated companies, in whose favour this constitutes a stipulatio alteri capable of acceptance at any time and;
  - e) The Passenger warrants that they are over 21 (twenty-one) years of age;
  - f) The Passenger agrees to pay on demand such sum(s) as may be sufficient to cover any actual or prospective claim referred to in clause 7(c) notwithstanding that such claim may not then be payable.
9.
  - a) These terms 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.

Friday 19<sup>th</sup> November 2021

*While we endeavour to ensure the itinerary runs as advertised, Wilderness Dawning reserves the right to change this due to unforeseen circumstances or external influences beyond our control.*

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- b) The Passenger 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 thing said by any person on behalf of the Company or purportedly on behalf of the Company, irrespective as to the position such person occupies and which is not stated herein, shall not be binding on the Company, irrespective as to the nature and extent of any such thing, and the Passenger acknowledges that he/she has not relied on any matter or thing stated on behalf of the company, that is not included herein.
10. a) The Passenger agrees and undertakes that he/she will at all times comply with the Company's requirements in regard to his/her conduct, and he/she will not in any way constitute a nuisance to any other person on the tour.
- b) In the event that the Passenger breaches any obligation assumed by him/her in terms of this agreement or in sub-paragraph (a) above, or does any act or omission which in the Company's sole and absolute discretion it considers constitutes and infringement of the company's rights or any other passenger or the tour, or if a passenger constitutes a nuisance to the Company or any other passenger, the Company shall be entitled to terminate the Company's booking and refuse to permit the Passenger to continue with the itinerary and tour. In these circumstances the Passenger at his/her sole cost and at his/her responsibility, shall be obliged to make his/her own way home. In these circumstances the company shall not be liable to make any refund to the Passenger, and the latter will have no claim of any nature whatsoever against the Company.
11. a) Where the Passenger is travelling with other person/s, he/she shall be deemed to have warranted that he/she is authorized on behalf of such other persons, to agree to the terms thereof. Where such other person/s are subject to his/her legal guardianship, or where such other person is his/her wife/husband, any act or omission committed by the other person/s, and similarly any act or omission committed by the other person/s shall be deemed to be the act of omission by each and every person within the party.
- b) No person other than a director of the Company is authorized to vary, cancel, or waive any term, and then to be effective it must be in writing and signed by a director. Any purported variation, waiver, or cancellation by any other person purportedly on behalf of the company shall not be valid and binding on the Company.
12. a) The Passenger warrants that he/she has authority to conclude this booking and the contract between the Company and himself/herself.
- b) Where the Passenger is travelling with his/her family, he/she warrants that he/she is authorized to bind each and every member of his/her family to the terms of this contract, and it shall be deemed to be a separate contract between the company and each such person (be it family or other).

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13. a) A deposit of 25 % is necessary to confirm a reservation. All reservations are to be pre-paid 45 days prior to travel.  
  
b) Should any of the conditions not be met as outlined in clause 12(a), Wilderness Dawning Safaris (Pty) Ltd reserves the right to cancel the reservations without notice.
  
14. a) Should a cancellation be received between 60 and 30 days prior to due arrival date, 25% of the contracted rate will be charged.  
  
b) Should a cancellation be received between 29 and 14 days prior to due arrival date, 50% of the contracted rate will be charged.  
  
c) Should a cancellation be received between 13 and 0 days prior to due arrival date, 100% of the contracted rate will be charged.  
  
d) Please note that in the case of a dispute, no cancellation will be considered as confirmed unless a written letter of cancellation has been received from our reservation office at the time of cancellation.
  
15. Payment can be transferred into the following bank account in US\$: Botswana  
  
Wilderness Dawning  
Account #: 6268 457 7756  
  
First National Bank  
Maun Branch  
  
Branch Code: 282 367  
  
SWIFT Address: FIRNBWGX
  
16. CHILD POLICY  
Wilderness Dawning permits children from the age of 10 (*children younger than 10 years may travel at the Company's discretion*) years to accompany their parents or legal guardians on any safari. Should a family with children under 10 wish to travel they may do so once Wilderness Dawning has informed any other travelers of the children's ages and have their consent. Children aged 6 and above welcome on tailor-made safaris.

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