

TERMS & CONDITIONS

To be signed and returned to your consultant before the reservation can be initiated.

It is important that you and all members of the traveling party are aware of the following important terms & conditions as they may relate all or in part to the bookings held by our office XL The Travel Professionals hereinafter referred to as ('XL Travel') on your behalf.

In the event of a reservation being made via a third party, it will be the sole responsibility of the third party to bring our Terms and Conditions under the attention of the client by letting him sign the Terms and Conditions and returning it to our offices. Should the third party fail to do so, he/she will be liable for the cancellation fee in terms of paragraph 9 hereof if the reservation was already made as well as any other expenses incurred.

- 1. A Comprehensive Travel Insurance Policy is strongly recommended for all travellers to protect you against medical expenses, cancellation and amendment fees and loss of baggage. Please note the pre-existing condition and other general exclusions as they may relate to your personal circumstances. All existing conditions must be disclosed to ensure that you are adequately covered. If you or a member of your travelling party have an existing conditions or have seen your doctor in the last 60 days a Medical Assessment Form must be completed and submitted for evaluation before a policy can be issued. An additional premium to cover this may be required or it may result in cover being declined. Please note that various credit card companies offer limited levels of travel insurance, which XL Travel does not consider sufficient cover for international travel Please note that in this clause contains a recommendation only and the decision whether or not to insure is solely yours and/or that of the member(s) of your travelling party. The final insurance contract will be between you and the insurer and XL Travel cannot be held liable for failure to ensure at all or adequately or any dispute arising from such insurance. Your rights and liabilities will be determined by the contract between you and the insurer and you indemnify XL Travel accordingly.*
- 2. Passports & Travel Documents for overseas travellers must have a minimum validity of 6 months from the date of scheduled return to Namibia (This may differ from country to country – Please check with XL Travel and the relevant consulate or embassy prior to your departure). Manually issued passports are no longer accepted. Non-Namibian passport holders may also require a permit to re-enter Namibia. Please advise our office of the type of passport you hold, as visas may be necessary for most countries. We request that you bring your passports and travel documentation with you when finalising your travel arrangements so that we can ensure that all is in order. However, whilst we will offer all assistance it is the responsibility of each traveller to ensure that they carry correct the documentation, and due to the constantly changing nature of such requirements, XI Travel cannot be held liable for ensuring that these requirements are met or provided correctly or timeously or at all, nor the accuracy of any information or any lack of information relating to such requirements and/or services, or if entry is denied for any reason, nor can XL Travel be held responsible for any change of requirements, delays or loss of passport caused by the consulates or embassies concerned and you indemnify XL Travel accordingly.*
- 3. Health & Innoculation requirements vary from country to country and it is advisable to seek the advice of the Travel Clinic as soon as possible after bookings have been made. Whilst XL Travel will assist you with these telephone numbers, the obligation to ensure that such requirements are met are solely yours. XL Travel cannot be held responsible for any change of requirements, delays or if entry is refused into any country and you indemnify XL Travel accordingly.*
- 4. It is your responsibility to ensure that you are fit to travel. If you have a medical condition or physical disability which may be or which you suspect may be exacerbated by long distance travel or you have any concerns that you may be susceptible to developing deep vein thrombosis (DVT) you should immediately contact your doctor. XL Travel cannot be held responsible for any claim arising from such medical condition or physical disability and you indemnify XL Travel accordingly.*
- 5. Taxes. Security taxes and departure taxes are mandatory and charged by various countries. These may be an additional cost. Please note that it may or may not be included in your air ticket. If not, you must have the required amount readily available upon your departure in cash in the currency of the country of your departure. Please ask us for further information.*
- 6. Professional Fees – Cancellation and amendment fees are applicable to all bookings. Cancellation fees vary from 10% of total booking plus supplier admin. fees to 100% of paid booking. It is your responsibility to familiarise yourself with the cancellation and amendment fees applicable to each booking as provided for in the supplier's brochure. If you request any amendment of your booking, XL Travel will levy an amendment fee. Please note that any cancellation or amendment must be in writing.*
- 7. Additional Services. Please ask us about any of the following services we offer such as travellers cheques, accommodation bookings, car hire, Visa service, rail/bus passes, travel insurance, coach tours, day tours, entertainment events, cruises. All such services will be subject to the terms and conditions of the suppliers.*
- 8. Car Rental Bookings are subject to the terms & conditions stated in the rental agreement of each car rental company. The price may include unlimited kilometres and comprehensive vehicle insurance. A Deposit may be applicable at the time of collection of the vehicle and usually a credit card imprint is required. Prices may not include stamp duty, fuel costs, non-waiverable excesses or personal accident indemnity insurance on rental contracts. XL Travel cannot accept any responsibility for any excess or claim for damages in the event of the car being stolen or damaged in any way, regardless of whether you were at fault or not and you indemnify XL Travel accordingly. Drivers must hold a valid drivers license and in the case of overseas travel, an international drivers licence.*
- 9. Costing & Payments – all prices are current at the time of writing but are subject to alteration & amendment until paid in full. Any prices that are based on foreign currency are based on exchange rates as at today's date and amounts should be re-confirmed with your consultant when making final payments in case bank rates have altered. Failure to pay deposits or balances by the dates indicated may result in cancellation of all or part of your booking by that airline or tour operator and may result in the full tour price being payable. Once deposits are paid amendments to your bookings will incur amendment fees. Credit card payments are subject to due completion of and upon the terms and conditions specified in the XL Travel credit card authorisation form. A deposit of between 10% & 100% per*

person could be required prior to making a reservation. This would be dependent of the operator terms & conditions. This deposit will be returned forthwith should no accommodation or services being available. Final payment is generally due 8 weeks prior to departure except if otherwise indicated. In the event of cancellation, charges will be determined at the time of cancellation. The following indicates the minimum cancellation charges which may be imposed but is not limited to this as it depends on the airline/supplier conditions.

More than 8 weeks notice	Deposit is forfeited
Less than 8 weeks notice	20% of package price
Less than 6 weeks notice	30% of package price
Less than 4 weeks notice	40% of package price
Less than 3 weeks notice	60% of package price
Less than 2 weeks notice	80% of package price
Less than 1 weeks notice	100% of package price

Should the passenger miss his/her departure or fail to leave as planned, no portion of the holiday price is refundable. Also note that a deposit does not guarantee the rate. Only full payment would guarantee a rate.

10. Travellers' Cheques are the safest and most convenient way to carry money overseas. Please note that it is your responsibility to meet with any foreign exchange regulations.
11. Loyalty Programmes - many travellers today belong to some form of loyalty programme. Please ensure that you advise your consultant as soon as possible of any such programs that you belong to so that they can ensure that your requirements are accommodated. XL Travel will do all possible to ensure that points are credited but cannot be held responsible for failure of an airline or credit card system to do so. A non-refundable service fee will be charged for all upgrade or redemption requests. You acknowledge that airlines make very few seats available for redemption and upgrades and accordingly it is imperative that such requests are directed at XL Travel as early as possible. You furthermore acknowledge that XL Travel cannot at any stage guarantee any redemption or upgrade and you will not have any claim against XL Travel if it were to fail to obtain a redemption or upgrade. Whether or not a request for a redemption or upgrade is successful, you remain liable for all applicable airport taxes and surcharges
12. Special Requirements – if you or a member of your party has any special dietary requirements, seating requirements or require any particular assistance at airports please make your consultant aware of these. Whilst every care will be taken to ensure that these requirements are met XL Travel cannot be held responsible for the non-delivery of any of these requests.
13. In making bookings or reservations on your behalf, XL Travel is acting as an agent only and enters into bookings & contracts as the agent of the various principals for the provision of services by hotels, carriers and tour operators.
14. All accommodation, flights, tours, boat or other travel arrangements comprised in your holiday are subject to the booking terms & conditions and limitations of liability shown on respective brochures or imposed by such operators. XL Travel acts as agents of such operators and any claim that you may have arising from such travel arrangements will be exclusively against such operators and you indemnify XL Travel accordingly. It is your responsibility to familiarise yourself with such booking terms, conditions and limitations of liability.
15. Liability: XL Travel and the operators will under no circumstances be liable for any indirect and/or consequential loss or damages. The liability of XL Travel and/or any operator will be limited to N\$/R10 000,00 (Ten Thousand Namibian Dollars/Rand) per person per incident. Any claim whatsoever must be lodged in writing with XL Travel within 30 (thirty) days after the end of the tour.
16. Interest and legal fees: Interest at 2% above the current prime bank overdraft rate charged to XL Travel by its bank will automatically be applied to all overdue amounts. In the event that XL Travel and/or any operator have to incur legal costs for any reason whatsoever, you undertake to pay all legal fees (on an attorney and own client scale) upon demand.
17. Law and Jurisdiction: This agreement is governed by Namibian & South African Law and subject to Namibian & South African jurisdiction.
18. Whole Agreement: This agreement reflects the only and full agreement between you and XL Travel and any variation and/or extension thereof shall not be valid unless agreed to both by the Parties in writing and signed by both parties (and where necessary, provided such party is duly authorised).
19. Brochures displayed in our office and the prices & itineraries therein are to our knowledge the latest available and are subject to variations & amendments made by those operators and as such XL Travel cannot be held liable for any price or itinerary changes or any inaccuracies.
20. Baggage Allowance When flying from Namibia, passengers are restricted to 20kg luggage with specific maximum dimensions on IATA airlines. For charters the maximum allowance is 15kg soft bag. Detailed information is available on request and differs from airline to airline.
21. Reconfirmation's It is strongly recommended to reconfirm the onward and return flight reservations on arrival of each destination. Failure to do so may result in cancellation of the reservation. We can not be held responsible for flight cancellations due to

failure of reconfirmations.

- 22. *Delays* XL Travel does not hold itself responsible, nor can it be held responsible for any delays prior to departure or during the course of any holidays mentioned, whether brought by technical difficulties, strikes, weather conditions or any other circumstances whatsoever, whether foreseen or unforeseen. It is understood that any expenses relating to these unscheduled extensions (e.g. hotels, meals, telephone calls etc.) will be for the passengers' account.
- 23. *Unused Services* No refund will be considered for any unused services irrespective of whether they form part of the basic inclusive holiday price, or whether they are in respect of pre-booked optional arrangements.

TRAVEL CONSULTANTS' SIGNATURE & STAMP

Signed :Date.....

CLIENTS SIGNATURE

Signed :Date.....

