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General Terms and Booking Conditions

In these Terms & Conditions, the 'Company' shall mean Evolution Travel and Tours. The 'Client' shall mean the person who has made a booking as the Lead Booking Name and each person named in the booking form. The 'Agent' shall mean the company, who has made a booking for a Client to travel with Evolution Travel and Tours.

Booking

- The agreement will become effective on the date on which the Client's / Agent's booking is confirmed in writing by the Company, via e-mail, and a deposit has been paid.
- There shall be no binding booking between the Company and the Client / Agent unless a 20%, non-refundable, free of exchange (excluding any banking charges) deposit, has been paid into the account of the Company. The costs for the bank transfer is for the account of the Client / Agent.
- Should you want to make use of our Secure Online Platform no transfer costs will arise.
First National Bank // Branch Maerua Mall // Branch Code: 282273 // Account Number 62271639539 // Swift FIRNNANX
- The agreement is subject to Namibian Law and the parties consent to the jurisdiction of the Namibian Courts.
- Any person making a reservation with the Company warrants that he or she has the necessary authority to enter into this agreement on behalf of the person or persons included in such a booking.
- The person making the booking shall be liable for the total amount due to the Company.
- By making a reservation with the Company and paying the deposit, the Client accepts these terms and conditions as part of the agreement and acknowledges to be bound thereby.
- Accommodation will be provided as per itinerary. Accommodation is subject to availability at the date of booking and thus the Company reserves the right to make use of alternative accommodation of similar or higher standard.
- The Company reserves the right to increase the contract price of any tour prior to departure due to factors beyond the control of the Company, such as, but not limited to, increase in fuel prices, airport taxes, valued added tax, new government legislation or fluctuations in exchange rate.
- In the event of any reservation or booking being made less than 7 (seven) days prior to the date of departure of a tour, the Company will be entitled, at its sole and exclusive discretion, to levy a late booking fee and reserves the right to levy a fee for any additional communication expenses.
- Late bookings (7 (seven) days prior to the date of departure of a tour) will require full payment at the time of reservation, that means prior to confirmation of booking.

Payments

- A 20% non-refundable deposit payment is due immediately after receipt of our invoice, when bookings are made. This is in accordance with the general Terms & Conditions of the relevant accommodation, activity and logistical service providers herein.
- In the event that the Client is unable to travel on a date booked, the said 20% non-refundable deposit will be applied as travel credit to the Client's future booking if a tour is postponed.
- With the exception of bookings in Botswana, here (Namibia) the deposit can raise up to 50%, depending on the Terms & Conditions of the lodges, thus the remaining payment (after the deposit has been paid), free of exchange and banking charges, needs to be effected into the account of the Company eight (8) weeks prior to arrival. The costs for the transfer of the funds are for the account of the payer. Should payment not be made as stipulated, the Company is entitled to cancel all bookings and to hold the Client/Agent responsible for any cancellation charges that may be incurred.
- Invoices in foreign currencies shall be paid by no later than the date specified on the footer of the original invoice. If payment is not made within this stipulated time period, the Client/Agent is obligated to request a new invoice as the due amount is subject to currency fluctuations. If a new invoice is not requested and the currency exchange rate has changed to the Company's disadvantage, a new invoice will be issued charging the difference to the Client/Agent.
- Credit Card payments are possible via the online payment platform with an additional 3,5% surcharges.
- If the Client's / Agent's tour request includes a booking in Botswana, the Client / Agent accepts that those bookings pertaining to Botswana need to be paid to the Company at least 3 (three) months prior to arrival due to the booking requirements applicable in Botswana.

Insurance

Travel and cancellation insurance is mandatory for every Client and is the sole and exclusive responsibility of the Client. Before a Client commences a tour, it is accepted that he or she has arranged his/her own insurance for the full duration of the travel, to cover personal injury, medical expenses, repatriation expenses and loss of luggage. If a Client falls ill, all hospital expenses, medical expenses, doctor's fees and repatriation costs are the Client's responsibility and the Company shall not be liable for any refund of the tour rate or any other amount whatsoever.

The carriage and storage of all baggage and personal effects are at all times the Client's own risk and the Company will not accept any liability for any loss or damage of baggage or personal effects.

The onus is on the client to ensure passports and visas are valid for the duration of the tour. The Company cannot be held liable for any necessary visas or other travel documents not arranged for by clients. In the event of a client not having the necessary documentation to enter any area or country, the Company will not be responsible for the client's further travel arrangements, however the Company will assist the client with relevant recommendations.

Cancellation and Retention Policy:

(a) Cancellation by you

- Any cancellation of a booking by a Client / Agent, must be made in writing and shall only be effective upon its written acknowledgement by the Company. The date on which the Company receives the correspondence from the Client / Agent will determine the cancellation charge, if any.
- Cancellation charges will be incurred as follows:
 - The 20% non-refundable deposit will be retained if a cancellation is made more than 60 sixty days prior to arrival
 - 30% of the total contract price will be retained if a cancellation is made 60-45 days prior to arrival
 - 60% of the total contract price will be retained if a cancellation is made 46-31 days prior to arrival
 - 100% of the total contract price will be retained if a cancellation is made 30 days or less prior to arrival
- Special conditions may apply, if acknowledged by the lodges and other service providers, with a valid medical certificate.
- The Company will postpone a tour free of charge within a 12-month period if a client is unable to travel on the date initially booked. There may or may not be additional charges for a 2nd postponement, but these will be discussed before a 2nd postponement is agreed upon. Any tour postponed to the following year, may be subjected to a slight increase in the cost due to seasonal or annual rate increases of the relevant accommodation providers.
- The above cancellation fees exclude any cancellation fees of lodges and other accommodation establishments that require larger deposits or full payment in advance of the arrival of the client, which may have to be added. Cancellation fees in these cases will be determined and applied subject to the Terms & Conditions of the relevant accommodation establishments.
- Should any client who is part of a group booking cancel his or her individual booking, the remaining parties of such a group will have to pay an increased contract price as a result thereof, and the said amount will have to be carried by the remaining parties pro-rata.
- No refunds will be paid for no-shows or any unused services. This also applies to clients who have booked a tour but fail to undertake the tour for any reason whatsoever in less than 30 days prior to the start of the tour.
- The Company may at its discretion and without liability or cost to itself at any time cancel or terminate a client's booking and in particular, without limiting the generality of the foregoing, it shall be entitled to do so in the event of illness, illegal or incompatible behaviour of any client undertaking the tour, who shall in such circumstances not be entitled to any refund.

(b) Cancellation by the Company

- If the Company has to cancel any departure, for any reason/cause, the Client / Agent will be refunded in full but without being granted with any extra indemnity.

COVID-19 policy

With the current COVID-19 virus crisis, the Company would like to inform you of the following amendments to our cancellation policy during this period. COVID-19 cancellation policies are subject to change at any stage as the COVID-19 situation changes.

This policy is only valid in case the cancellation is directly COVID-19 related.

- Travelling during the COVID-19 pandemic is a risk and should be treated as such by any person who wishes to join any of our tours. The Client hereby assumes that risk and liability of any additional expenses resulting from exposure to COVID-19.
- Our standard cancellation policies apply for any bookings not impacted by COVID-19 such as border restrictions, i.e., if a client chooses to not travel for their own reasons other than a border closure or air travel bans to Southern Africa, our standard cancellation policy will apply.
- For any tour that is cancelled without being postponed due to exposure to COVID-19, a non-refundable 20% deposit will be forfeited, and the cancellation fees in these cases will be determined and applied subject to the Terms & Conditions of the relevant accommodation establishments.
- Refunds will not be issued to any client which fails to meet the entry requirements of the country which they intend on touring with the Company.
- The Company will assist with the arrangements for COVID-19 testing if need be, at the client's own expense.
- Any client which tests positive during our tour will be required to self-isolate at own cost. The Company will offer technical assistance as an intermediary between the client and the local health authorities. The Company will also offer logistical assistance, such as rescheduling of flights, re-joining of a tour if the Client has missed the beginning due to COVID-19.
- If a tour is postponed to the following year due to exposure to COVID-19, there may be a possibility of a slight increase in the cost due to seasonal or annual rates increases of the relevant accommodation providers.

Police

Each client/participant has to comply to the Police regulations and laws required in the visited countries. Under no circumstances will the Company be held responsible for any individuals'/participants' refusal to comply with these compulsory Police services rules and regulations (passport validity, visas, vaccinations etc...). Our information sheet can provide you with information on what is expected from you before departure. However, this does not engage the Company responsibility.

Not respecting or fulfilling these said regulations, is at the own risk of each client/participant who will have to cover the necessary costs.

Health

The client shall acknowledge an awareness of the proposed itinerary and shall confirm that he or she is medically fit, in good physical and mental health and is able to embark on the tour. Any client with a pre-existing medical condition or illness must declare the true nature of such a condition to the Company before the commencement of the tour. The Company will not assume responsibility for any concerns which may arise due to the failure of a clients' in declaring their medical condition or illness.

If a malaria area is visited during the tour, anti-malaria precautions should be commenced prior to tour departure. Clients should consult their doctors for advice.

The Client hereby acknowledges, confirms and records that he/she understands the risk inherent in adventure travel in African destinations and associated activities. The Client is accepted onto the tour and undertakes to do the tour, travel or activity at his/her own risk. The client agrees and concedes that the Company, its representatives and employees shall not be responsible for loss or damage to possessions, or injury or illness to the client or loss of life or consequential damages which might occur from any cause whatsoever, unless directly caused by the Company's negligence.

During Travels

Considering the nature of our operations and journeys, we cannot refund or cover any indemnity due to date changes, timing and itinerary alteration. This applies particularly if the reasons are due to unforeseen circumstances (damaged road, flooded rivers, communication difficulties) and even involving client safety as well as a legislation modification. These changes can occur before or during the tour.

Any additional activities operated by another service provider than the Company (such as scenic flight, sky diving, marine cruise, quad etc...) is under the sole responsibility of such service provider. We advise our clients to get the appropriate information on the insurance validity and policy of these activity operators. The Company will not be held responsible for any accident occurring while participating to such additional activities.

Air Transfers

In the event of flight changes or delays, the client will be responsible for any additional costs which may result, .i.e., after hours airport pick-ups, additional transfers, etc. Air transport regulations do not coerce airline companies to pay any indemnities to their passengers in case of late flight arrivals. Thus, we advise clients to reconfirm and verify transit times between their flights when purchasing their flight ticket.

Price

Price includes all services displayed in the programme as well as in the quotation but do not include: drinks, own expenses, Airport taxes, international flight costs, visas fees, additional insurance, tips, and services displayed as not included in the quotation.