

Namib Enduro Tours



Terms and Conditions

TOUR OPERATOR

Namib Enduro Tours, P.O.Box 5322 Windhoek, Namibia, Eriksonstreet 7 Windhoek-Central Hereafter referred to as NET.

TOUR BOOKING FORM

Bookings may only be affected in writing, also via fax or e-mail. The contract becomes effective with the written confirmation from NET.

With your signature on the tour booking form you accept these Terms and Conditions as a binding contract between NET and you, the participant. NET cannot accept any tour participant without a duly signed tour booking form.

RELEASE AND WAIVER

A release and waiver form has to be signed before tour start.

NET cannot accept any tour participant without a duly signed release and waiver form. A copy of the release and waiver form can be provided by NET.

RESERVATION/DEPOSIT/PAYMENT

After receipt of the written confirmation, a down-payment to the amount of 25% of the tour price is to be effected immediately. This deposit secures a place on the tour. Payment of the balance is to be received by NET at the latest 30 days before commencement of the tour. If the total balance has not been received 30 days before departure of the tour, NET reserves the right to treat this reservation as cancelled and charge the relevant cancellation fee.

PERFORMANCE AND PRICES

The extent of the contractual performances follow from the invitation in the brochure and the confirmation of the org. Tour sketches and other general information are not effective as contract components.

- a) Alterations or deviations of individual tour performances which may become necessary after conclusion of the contract and which are not brought about by the org. contrary to good faith are only permitted in as far as the alterations are not substantial and do not adversely affect the total pattern of the booked tour. The org. reserves the right to change the tour route due to unforeseeable incidents.
- b) After conclusion of the travel contract, price changes are possible to a reasonable extent due to technically justifiable, material and unforeseeable reasons (change of fuel costs, taxes, legal fees, currency fluctuations) if a period of more than 4 months elapsed between the conclusion of the contract and the commencement of the tour. The customer is to be notified of this at least three weeks before commencement of the tour. With price increases of over 5% of the tour price, the customer is entitled to a gratis cancellation of the tour booking within 10 days.

CANCELLATION FEES

Cancellation of / Change in booking through the customer: The customer may at any time before the commencement of the tour withdraw from the tour. The cancellation is to be effected in writing.

up to 30 days prior to departure	20% of tour price
29 to 14 days prior to departure	50% of tour price
13 to 07 days prior to departure	70% of tour price
06 to 01 days prior to departure	95% of tour price
no shows	100% of tour price

CANCELLATION and RESIGNATION from NET

NET reserves the right to resign up to 14 days before the tour commences if:

- a) the announced minimum of participants for the respective tour is not reached.
- b) it turns out that the customer does not meet the requirements of the tour - even if tour participants have booked and fully paid by that time.

NET may terminate the tour if:

- c) the tour manager/guide is unavailable due to illness or injury and no substitute can be arranged by the org. In this case the participant is reimbursed the proportionate tour price for the still remaining days.
- d) weather factors or other unforeseeable incidents render the execution of the tour impossible. No refunds are made for bad weather conditions.

Thereof NET will notify their clients. NET may offer to operate the tour -if all participants agree- to pay a surcharge as the minimum number required has not been reached. Should clients decide not to pay the surcharge, NET will refund their payment in full, which will constitute the full settlement. NET is not liable for any additional costs or losses incurred by the tour participant due to NET's cancellation of tour because of a lack of participation. This includes, but is not limited to, the cost of pre-paid airline tickets, hotel reservations and automobile rentals. Situations may arise which in our opinion make it necessary for us to cancel, advance or postpone a scheduled tour, change the itinerary or make substitutions regarding hotels, destinations and any other travel arrangements. In such an event, we will not assume responsibility or liability for any resulting losses, expenses or inconvenience. The full tour price will be refunded should the tour be cancelled prior to the scheduled departure date. NET is not required to make any refunds once a tour has commenced regardless of the reason why a participant is unable to complete the tour.

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ALTERATIONS, TOUR RATES,

Some tours are operated on seasonal basis and where seasonal variations and/or weather conditions cause changes in the tour routing or accommodation, the itinerary will be adjusted accordingly and alternative accommodation, restaurants and routes used.

Should cost factors including, but not limited to, accommodation, meals, motorcycles, insurance, international currency fluctuations etc. dictate the need for fare increases, NET may do so at any time prior to 60 days before departure.

RESPONSIBILITY

NET is responsible for providing the services listed in the tour description according to the local standard and the accurate description of services offered in it's literature. NET is responsible for conscientious travel preparations.

NET is not responsible or liable for:

- Performance by foreign companies (e.g. transport via regular services). Here, the conditions of the respective enterprise/organiser are of effect.
- Agent's performance.
- Accidents during the tour. Thereof NET reserves the right, without prior notice, to withdraw any part or all of a tour and/or to make the necessary changes. Any costs, if and where applicable, as a result thereof, shall be paid by the client.

Furthermore, it is agreed and understood that the owners, operators and agents of this tour including NET are not the guardians of any client's safety. In addition they, individually or collectively, cannot be held liable in any way for any occurrence connected to the operation or the client's participation on the tour which might result in injury, death or other damage to the client, their property, their family, heirs or assigns. NET is not responsible for any delays changes in schedule or other conditions

The liability of NET is limited to double the tour price.

Each participant is responsible for his/her own driving technique, even when driving in the group and following the tour guide

OBLIGATION TO CO-OPERATE

The client is obliged to co-operate during arising failures of performance within the framework of legal stipulations, if necessary to avoid or minimise damage. The customer is especially obliged to notify the org. of his/her objections without delay. If he/she culpably omits to announce the shortcomings, the claim to a price reduction is not granted. Possible complaints are to be lodged within a day in written form to NET.

RENTAL MOTORCYCLE

Rental motorcycles are provided as part of the tour package. The type of motorcycle will depend on the booking that has been made. The images of the motorcycles on the website do not always represent the exact version of the motorcycles provided. NET reserves the right to substitute the motorcycle confirmed to tour participants. NET strives to ensure that all participants ride the motorcycle they have requested, unfortunately, at times, certain unexpected and uncontrollable situations arise which may require the substitution of a motorcycle. This includes, but is not limited to, mechanical failure, collision damage and theft. Should NET not be able to replace a confirmed motorcycle with the confirmed type or similar, a prorated refund for the difference in models will be refunded to the participant. A safety deposit i.e. excess of (Namibian dollar) N\$ 10.000-00 on gravel tours and N\$ 15.000-00 on off-road tours has to be paid to NET at the time of hand-over of the motorcycle at the beginning of the rental period. The amount of this safety deposit is equal to the amount that is deductible by the vehicle insurance.

NET reserves the right to adjust the amount of this safety deposit and insurance deduction without any notice. This safety deposit will be refunded upon return of the undamaged motorcycle to NET. The rental period cannot be interrupted due to the inability to ride by a renter or for any other reason. During the tour NET is not obliged to replace a damaged motorcycle.

A limited number of substitute motorbikes is available. Should contrary to expectation no motorbike be available anymore, the tour will be continued in the escort vehicle.

PASSPORT, VISA, DRIVING LICENCE, CUSTOMS, FOREIGN EXCHANGE AND HEALTH

The client him-/herself is responsible for the compliance with the regulations with regard to regulations on passports, visas, driving licence, customs, foreign exchange and health. The organiser shall to the best of his/her knowledge and conscience inform the customer on the most relevant regulations within the frame of his possibilities.

BAGGAGE

NET is not responsible for loss, damage or delay of participants baggage. The transport of baggage is done by participants own risk.

NATIONAL PARK LAWS, TRAFFIC LAWS, GROUP TRAVEL REGULATIONS

If a client does not comply with all the relevant park laws, traffic laws or the requirements for group travel, NET reserves the right to cancel the contract and secure the rental motorcycle

GENERAL

NET reserves the right to correct errors in printing and calculations.

Photos and Video material produced by NET or an representative on tour are the property of NET.

Legal domicile: Both parties agree on the domicilium citandi et executandi to be Windhoek

Verbal changes are unvalid unless confirmed in writing by NET.