



# MonkeyTrails

MONKEY TRAILS SAFARIS CC

Namibian Tourism Board: TSO01252 - Registration Number CC/2008/01908

## TERMS AND CONDITIONS

### 1. DEFINITIONS

The Agent	Monkey Trails Safaris CC, Registration No. CC/2008/01908;
The Agreement	This document containing terms and conditions which the Traveller agrees to by making use of the Facility or any part thereof;
The Facility	<a href="http://www.monkeytrails.net">www.monkeytrails.net</a> ;
The Suppliers	Third party suppliers whose travel products and services appear on the Facility;
The Traveller	Person making use of the facility or the Agent services;
Robotic Bookings	Certain bookings processed and confirmed immediately on payment via the online payment system (provided by DPO) or payment by EFT;
Offline Bookings	Website bookings which constitute a request only and are to be confirmed by a Booking Confirmation;
Booking Confirmation	Confirmation of Offline Bookings via email or telephone call by the Agent;
Agent Administration Fees	Fees raised by the Agent for the administration and facilitation of travel arrangements through the Facility and for the services rendered by the Agent to the Traveller in this regard;
"Cookies"	Are used to enhance the interactive experience and generally improve the Facilities to the Traveller;
"Terms and Conditions"	Different terms and conditions applicable to the sale of specific travel products or services featured on the website on the Facility as imposed by different Suppliers and Airlines;
"Travel products and services"	Specific travel related products and services as advertised and provided on the Facility/Agent by different Suppliers and which the Traveller can book for in accordance with Suppliers terms and conditions;

## **2. THE FACILITY**

- 2.1 This website can be accessed at [www.monkeytrails.net](http://www.monkeytrails.net) ("the Facility") and is made available by Monkey Trails Safaris CC ("the Agent").
- 2.2 The Facility enables the Traveller to enter into transactions with the Agent for travel products and services of different third party suppliers ("the Suppliers"), which travel products and services appear on the Facility. The Agent is not responsible for the Suppliers or the products or services they offer or the correctness thereof.
- 2.3 The Facility includes an online payment system (provided by DPO) or payment by EFT and provides a booking engine.

## **3. TERMS BINDING THE TRAVELLER**

- 3.1 By making use of the Facility or any part thereof, the Traveller agrees to the terms and conditions contained in this document and on the Facility, in particular those terms and conditions specified in relation to the products and services that the Traveller book ("the Agreement"). The Agreement contains certain terms and conditions which:
- may limit the risk or liability of the Agent or a third party;
  - may create risk or liability for the Traveller or a third party;
  - may compel the Traveller to indemnify the Agent or a third party; and/or
  - serves as an acknowledgement, by the Traveller or a third party, of a fact.
- 3.2 The Traveller's use of the Facility, including effecting on-line reservations on the Facility, is subject to these terms and conditions.
- 3.3 Nothing contained in these terms and conditions is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Traveller, a third party or the Agent.
- 3.4 Travel and cancellation insurance is the sole and exclusive responsibility of the Traveller. It is accepted that the Traveller arranged the Traveller's own insurance for the full duration of the travel to cover inter alia personal injury, medical expenses, repatriation expenses and loss of luggage. If the Traveller falls ill, all hospital expenses, medical expenses, doctor's fees and repatriation costs are the responsibility of the Traveller. Carriage and storage of all baggage and personal effects are at all times at the Traveller's own risk.

## **4. PRODUCTS, SERVICES AND AGENT'S ROLE**

- 4.1 The Agent provides services in the form of access to and use of the Facility and acts as an intermediary for bookings with the Suppliers whose products and/or services are made available through the Facility. The Agent, as an intermediary for the Suppliers or third parties are therefore obliged to make certain disclosures to the Suppliers and or third parties.
- 4.2 The Agent's role as an intermediary, in relation to the Traveller's travel arrangements, is limited to facilitating the Traveller's booking and arranging travel documentation, payments and refunds as applicable.
- 4.3 The Agent is not the Supplier of the products and/or services marketed and/or made available through the Facility and the Traveller acknowledges that a separate legal relationship exists between the Traveller and the relevant Supplier whose products and/or services the Traveller purchases through the Facility or whose products and/or services are marketed to the Traveller through the Facility.
- 4.4 In the unlikely event that the client has a complaint against the Agent, the Agent must be informed immediately and be afforded an opportunity to investigate the situation and provide redress. Complaints that are handed in after tour-end will not be taken into consideration.

## **5. SUPPLIER TERMS AND PRICING**

- 5.1 Airlines and the Suppliers impose different terms and conditions on the sale of their specific travel products or services featured on this website on the Facility. It is the sole and exclusive responsibility of the Traveller to ascertain all the terms and conditions specific to the products or services that the Traveller is booking before finalising the Traveller's transaction.
- 5.2 The products and services which are made available on the Facility are sold subject to the Supplier's specific terms and conditions. The Traveller acknowledges by the Traveller's continued use of the Facility that the Traveller will be bound by the terms and conditions in respect of the specific products and services the Traveller chooses to contract for. Supplier's terms and conditions may refer to the following:

- Airfares and prices displayed on the website may not include taxes or airport charges and are subject to availability of the product or service.
- Airline/hotel/car availability, fare conditions and class of travel can change at any time.
- Routing restrictions and other special conditions may apply. - Taxes, airport charges and any additional costs will be advised to the Traveller when the Traveller's booking is confirmed.
- Suppliers may change their prices without notice which will affect the fees and tariffs provided to the Traveller.
- Specific luggage/baggage restrictions may apply and must be adhered to. These restrictions may be essential to the nature of the product or service that the Traveller books.
- No refunds/credits for "no shows" or unused services.
- In the event of there being an unscheduled extension (including a curtailment or cancellation to the products or services) caused by Force Majeure event, including but not limited to acts of God, explosion, flood, fire, war or threat of war, sabotage, civil disturbance, quarantine, government intervention, volcanic ash, weather conditions, terrorism, strike, COVID-19 or any other unexpected occurrence or cause that is beyond the control of the Agent and/or the Supplier/s and/or third parties, any expenses relating to these unscheduled extensions (hotel accommodation, etc.), will be for the Traveller's sole and exclusive account and there shall be no right to any refund in respect of the curtailed portion of the travel arrangements.

- 5.3 Prices indicated, do not include any items or services not specified in the product or service description provided to the Traveller. The Traveller is specifically warned to pay attention to items such as airport taxes, surcharges, transfers, telephone calls, laundry, meals and beverages, etc. which may be excluded from prices indicated.
- 5.4 It is the responsibility of the Traveller to take note of changing and applicable foreign exchange rates.
- 5.5 Moreover, bookings specifically exclude peripheral requirements, e.g. the cost of obtaining visas/passports.

## **6. ONLINE AND OFFLINE BOOKINGS**

- 6.1 In making a travel reservation through the Facility, it is the Traveller's sole and exclusive responsibility to:
- read the terms and conditions;
  - carefully verify all the details of the Traveller's reservation and any confirmation thereof received via the Agent;
  - convey all information as set out in the terms and conditions to any other parties covered by any booking the Traveller makes.
- 6.2 The Agent accepts no responsibility or liability for the Traveller's misunderstanding or error whatsoever in this process.
- 6.3 Certain bookings will be processed and confirmed immediately on payment via the payment system ("Robotic Bookings").
- 6.4 In all other instances, the website booking ("Offline Booking") constitutes a request only. The Agent does not guarantee the booking request or the fare quoted until the Offline Booking is confirmed by the Supplier in question. The Agent will then confirm the Traveller's Offline Booking to the Traveller by email or telephone call ("the Booking Confirmation"). The Facility will advise the Traveller whether the Traveller's transaction is a Robotic Booking or an Offline Booking.

## **7. FEES AND TARIFFS**

- 7.1 The Traveller acknowledges that the Agent:
- is entitled to charge fees for the administration and facilitation of the Traveller's travel arrangements through the Facility and for the services rendered by the Agent to the Traveller in this regard ("the Agent's administration fees") from the Traveller for using the Facility and for the Agent's services; and
  - may also receive commission, consideration fees, charges or brokerages from the Supplier or other third parties in respect of the intermediary services rendered by it from transactions entered into using the Facility from the Suppliers or other third parties.
- 7.2 Where the booking is a Robotic Booking, the Agent's administration fees will be included in the costs provided for the travel products and services prior to the Traveller proceeding to payment through the payment system.

- 7.3 Where the booking is an Offline Booking, the Agent's administration fees will be included in the quotation provided for the travel products and services prior to the Traveller proceeding to make payment.
- 7.4 The Traveller acknowledges that the Traveller will pay the Agent's administration fees. The Traveller acknowledges that the Agent's administration fees relate only to the Traveller's use of the Facility and the services rendered by the Agent to the Traveller in this regard and the payment of the Agent's administration fees does not constitute payment for any part of the travel products and/or services the Traveller purchases.

## **8. PAYMENT BY CREDIT CARD**

- 8.1 Only those credit cards which are indicated as accepted on the Facility as part of the Robotic Booking process may be used to effect payment for Robotic Bookings.
- 8.2 Only those credit cards and other forms of payment (EFT, cash, etc.) which are indicated as accepted on the quote/Booking Confirmation may be used to effect payment for Offline Bookings.
- 8.3 It is the Traveller's obligation to ensure that the Traveller's credit card is valid and that the Traveller has sufficient credit on the Traveller's credit card account, to meet all charges for all the products and services the Traveller books through the Facility and for the Agent's administration fees.
- 8.4 Credit card payment transactions for Offline Bookings will only be processed on receipt of a faxed or scanned and emailed authorization form and a copy of the cardholder's identification, accompanied by a copy of both sides of the credit card. If the cardholder is not one of the passengers who will be travelling, the Agent requires the cardholder to physically present the credit card and his/her identification to the Agent in the Agent's office. Once the Traveller have faxed or emailed the Traveller's credit card authorization, it is the Traveller's responsibility to advise the Agent that the said fax or email has been sent in order for the Agent to check that the Agent is indeed in receipt thereof.

## **9. BOOKING CONFIRMATION & PAYMENT**

- 9.1 Robotic Bookings will be confirmed immediately by email to the Traveller's email address once the transaction of the Traveller's credit card payment has been processed successfully through the payment system.
- 9.2 For Offline Bookings:
- Acknowledgement of the Traveller's booking request will be sent via e-mail or by telephone call within 2 (two) business days of the Traveller's request being received. It is the responsibility of the Traveller to check the Traveller's e-mails regularly; and
  - Payment must be received within 24 (twenty four) hours of the Booking Confirmation unless otherwise specified by the Agent in writing. Failure to pay for tickets within this time results in automatic cancellation of the booking without further notice to the Traveller.
  - The Agent accepts no responsibility for loss incurred due to automatic cancellation or failure of e-mail delivery, save where such loss is caused by the gross negligence of the Agent, its employees or authorised representatives.
- 9.3 A Offline Booking will only be confirmed on receipt of a 20% non refundable deposit (unless otherwise agreed by the parties in writing). Once a booking is confirmed, all terms and conditions apply and the cancellation policies will be in immediate effect.
- 9.4 The full amount of the tour is payable not less than 60 days prior to the date when the tour/activity commences.
- 9.5 The payment account details will be provided upon confirmation of a booking.

## **10. BOOKING CANCELLATION AND AMENDMENT CHARGES**

- 10.1 Certain fees may be payable in respect of the cancellation or amendment of transactions entered into using the Facility, as notified at the time of the relevant transaction.
- 10.2 In the event of cancellation or amendment of a reservation or booking the Agent is entitled to charge a cancellation fee and/or amendment fee and/or administration fee in respect of administering the cancellation or amendment to the reservation or booking. The Traveller will also be responsible for any cancellation and/or amendment fees charged by the Suppliers and/ or third parties in respect of services rendered.

Any cancellation of a confirmed booking by the Traveller, must be made in writing and shall only be effective upon its written acknowledgement by the Agent. The date on which the Agent receives the correspondence from the Traveller 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

00% of the total contract price will be retained if a cancellation is made 30 days or less prior to arrival

## **11. TRAVEL DOCUMENTATION**

- 11.1 Passport and Visa requirements are the sole and exclusive responsibility of the Traveller. The onus is on the Traveller to ensure passports and visas are valid for the duration of the travels.
- 11.2 Passports are required for all travellers departing from/to Namibia, Botswana, Zimbabwe Zambia or any other travel destination sold by the Agent.
- 11.3 All necessary visas and/or other travel documents must be arranged by the Traveller.
- 11.4 Many countries require that foreign nationals entering hold a passport with at least 6 (six) months validity from the date of departure of the country visited.
- 11.5 The Agent may, at its sole discretion, assist the Traveller offline in providing information in respect of the requisite travel documentation based on the information supplied by the Traveller in the booking engine.
- 11.6 This information as well as other related information and/or assistance supplied by the Agent and any links within the site are supplied in good faith and should be treated as a guideline only. The final responsibility for ensuring documentation and/or information is correct, is that of the Traveller.
- 11.7 The posting/couriering of travel documentation is at the Traveller's sole risk.
- 11.8 The Agent will not be responsible for tickets and/or documentation lost by a third party. Any charges associated with reissue and resending of tickets and/or documentation will be at the cost of the Traveller.

## **12. HEALTH AND SAFETY**

- 12.1 Health requirements are the responsibility of the Traveller.
- 12.2 The Traveller shall acknowledge an awareness of the travel products and services and shall confirm that the Traveller is medically fit, in good physical and mental health and is able to participate in relation to the products and services that the Traveller books. Any traveller with a pre-existing medical condition or illness must declare the true nature of such condition to the Agent and the Supplier before the commencement of the tour. Any failure to declare may result in the cancellation of the Traveller's booking.
- 12.3 If a malaria area is visited during the tour, anti-malaria precautions must be commenced with prior to tour departure. Travellers must consult their medical doctors for advise.
- 12.4 The Traveller understands and specifically agrees that due to the ongoing disruptions related to the Covid-19 pandemic, travel products and services may be subject to change that are out of the control of the Agent and any expenses relating to these changes will be for the Traveller's sole account and there shall be no right to any refund in respect of the curtailed portion of the travel arrangements.
- 12.5 The Traveller hereby acknowledges, confirms and records that the Traveller understands the risk inherent in adventure travel in and to African destinations and associated activities. The Traveller is accepted onto the tour and undertakes to do the tour, travel or activity at the Traveller's own risk. The traveller agrees and concedes that the Agent, its representatives and employees shall not be responsible for loss or damage to possessions, or injury or illness to the Traveller or loss of life or consequential damages which might occur from any cause whatsoever, unless directly caused by the Agent's negligence.
- 12.6 The Traveller hereby acknowledges, confirms and records that the Traveller understands the risk inherent to wild animals. It is the responsibility of the Traveller to follow all local or park regulations and heed to instructions provided by guides.
- 12.7 Travel and cancellation insurance is mandatory for every Traveller and is the sole and exclusive responsibility of the Traveller. Before a Traveller commences a Tour / Activity, 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 Traveller falls ill, all hospital expenses, medical expenses, doctor's fees and repatriation costs are the Traveller's responsibility and the Agent shall not be liable for any refund of the tour rate or any other amount whatsoever.
- 12.8 The carriage and storage of all baggage and personal effects are at all times the Traveller's own risk and the Agent will not accept any liability for any loss or damage of baggage or personal effects.

**13. USER PASSWORD/IDENTIFICATION**

- 13.1 The Traveller must keep secure any means of identification that the Agent provides to the Traveller in order to access the Facility.
- 13.2 The Traveller must not permit any other person, other than adult members of the Traveller's household or others with the Traveller's express permission and under the Traveller's personal supervision, to use the Traveller's user identification to access the Facility.
- 13.3 The Traveller is solely responsible for all use of the Facility, and all transactions entered into by means of the Facility, using the Traveller's user identification.
- 13.4 The Traveller indemnifies the Agent from and against all loss, damage, actions, claims, suits, demands, liabilities, costs or expenses arising out of or in any way connected to the use of the Traveller's user identification or password, save where the such loss, damage, actions, claims, suits, demands, liabilities, costs or expenses are due to the gross negligence of the Agent, its employees or its authorised representatives.

**14. PRIVACY POLICY, USE OF PERSONAL INFORMATION AND COOKIES**

- 14.1 In order to facilitate the Traveller's use of the Facility, the Agent may collect and process the Traveller's personal information (i.e. full name, passport number, date of birth, nationality, passport issue and expiry date, e-mail, physical address, postal address and/or other contact details and/or any other personal identifier). The Agent confirms that it is committed to the protection of the Traveller's personal information and that it has reasonable safeguards in place to protect the Traveller's personal information.
- 14.2 As a user of the Facility including the use of the booking engine, the Traveller agrees and consents thereto that the Agent may process the Traveller's personal information and share such information with the Suppliers, their representatives or any other third party for the purposes of making the Facility available to the Traveller in accordance with applicable laws.
- 14.3 The Traveller consents to the Agent sharing the Traveller's personal information which may be subject to further processing by Suppliers, other agents or subcontractors performing services in relation to the Facility, including the cross-border transfer of the Traveller's personal information to third parties outside of Namibia.
- 14.4 This website may utilise "Cookies", web beacons and other technologies for data analysis and potential personalisation of the website and facilities offered so that the Agent can better serve the Traveller with more customised information when the Traveller returns to the Agent's website. These technologies may vary, but in many cases may involve a small file stored locally on the device used to access the website, and may be used to store and collect information relating to the Traveller's use of the website.
- 14.5 "Cookies" are used to enhance the Traveller's interactive experience and generally improve the Facility to the Traveller. The Traveller can set the Traveller's browser to notify the Traveller when the Traveller is sent a "Cookie", giving the Traveller the chance to decide whether or not to accept it. If the Traveller does accept a "Cookie", the Traveller thereby consents to the Agent's use of any personal information collected by the Agent using that "Cookie".
- 14.6 The Traveller's email address will also be added to the Agent's travel newsletter database for purposes of sending the Traveller regular newsletters and specials on offer. The Traveller may, free of charge, unsubscribe from receiving such newsletter and specials on offer by following the procedure set out in the newsletter.
- 14.7 The Agent will use reasonable efforts to keep accurate records of the personal information provided by the Traveller. The Agent will provide the Traveller with information in regard to the personal information which the Agent hold about the Traveller and will also allow the Traveller access to the Traveller's personal information in certain circumstances. Upon request, the Agent may correct the Traveller's personal information that the Traveller states is incorrect or remove the Traveller's personal information from the Agent's records, after the Traveller has verified the Traveller's identity to the Agent. In order to request access to or for an amendment or cancellation of information, the Traveller must send an e-mail to the Agent's Public Officer.

**15. DISCLAIMER AND LIMITATION OF LIABILITY**

- 15.1 The use of this Facility is entirely at the Traveller's own risk and the Traveller assumes full responsibility for any loss or damage resulting from use of this website or reliance on any information on this website, save where such loss or damage was caused by the gross negligence of the Agent, its employees or its authorised representatives.
- 15.2 All travel information, listings and pricing on the Facility, are subject to amendment at any time without notice. The Agent publishes such information in good faith. The Traveller acknowledges and accepts that the Agent, as an intermediary, does not verify the accuracy of information provided by Suppliers. Suppliers are however requested and encouraged by the Agent to correct and update their information regularly and as needed but is not the responsibility of the Agent.

- 15.3 The Agent will not be responsible for errors, omissions or misleading information in any travel information and listings. The Traveller should make the Traveller's own evaluation of the accuracy, correctness and/or completeness of any information, opinion, advice or other content available through the Facility.
- 15.4 The Traveller is solely responsible for the suitability of any travel services which the Traveller purchases by means of the Facility.
- 15.5 The Agent is not liable for any inconvenience caused or any expense, loss or damage incurred as a result of any unsuitability of travel services for use in association with other travel services, save where such expense, loss or damage was caused by the gross negligence of the Agent, its employees or authorised representatives.
- 15.6 The Agent disclaims all liability where any failure in the services is due to circumstances beyond the control of the Agent and in no way attributable to the gross negligence of the Agent, its employees or authorised representatives.
- 15.7 The Agent accepts no responsibility or liability for any failure or delay on the part of any Supplier or third party in providing services to the Traveller where the Traveller's booking has been properly processed; nor is the Agent responsible for any acts or omissions of Suppliers or other third parties in the course of delivery of travel products and services.
- 15.8 Under no circumstances will the Agent be liable for direct, indirect, consequential or incidental damages including but not limited to lost profits or savings or damages in respect of dissatisfaction with the goods and/or services provided by Suppliers or third parties, save where such damages was caused by the gross negligence of the Agent, its employees or authorised representatives.
- 15.9 The Traveller acknowledges and accepts that, due to the nature of the services and the Facility, the Facility may not meet the Traveller's subjective requirements or be entirely uninterrupted, complete, timely, secure or error free.
- 15.10 To the maximum extent permitted by applicable law, the Agent grants no warranties, express or implied, regarding the website and any service or facilities provided including the booking engines and payment systems.
- 15.11 Where the Agent is liable to the Traveller, for a breach of warranty, under these terms and conditions, its liability will be limited to providing the relevant booking services again or to refunding money paid in relation to services not provided because of the Agent's default.
- 15.12 The Agent may at any time the Agent deems fit, amend or modify all or any part of these terms and conditions with notice to the users of such amendment.

## **16. INDEMNITY**

As a condition of the Traveller's use of the Facility, the Traveller indemnifies the Agent from and against any liability, damage or loss that the Agent incurs or suffers as a result of any action, inaction or omission on the Traveller's part.

## **17. INTELLECTUAL PROPERTY**

- 17.1 The content of the Facility including the website and booking engine, are the property of the Agent who is the licensor and/or provider of this site. Unauthorised use is strictly prohibited. All title, ownership rights and intellectual property rights, including copyright, rest with the Agent.
- 17.2 The Traveller may not modify, copy, transmit, display, perform, publish, license or create derivative works from any information or software accessed by means of the Facility. Where copying or transmission is expressly permitted, the Traveller may not change or delete any author attribution or copyright notice.

## **18. GENERAL PROVISIONS**

- 18.1 These terms and conditions are governed by the laws in force in the Republic of Namibia.
- 18.2 In the event of any dispute arising between the Traveller and the Agent, the Traveller consents to the non-exclusive jurisdiction of the High Court of Namibia at Windhoek, notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court. Nothing in these terms and conditions should be understood to prevent the Traveller or the Agent from taking any dispute to any court, tribunal, commission, ombudsman or other body of competent jurisdiction.
- 18.3 The Agent may legally assign any of its rights and obligations under this agreement at any time by giving the Traveller notice.
- 18.4 The Agent may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of this Facility or any of its contents or the Traveller's right to use this Facility or any of its contents.

- 18.5 The Traveller may not resell any products or services accessed by means of the Facility.
- 18.6 The Traveller agrees that the Traveller shall only use this Facility for lawful purposes and shall not modify, distribute or exploit the contents of this website without the Agent's prior written consent. The Traveller also agrees that the Traveller shall not abuse or misuse this website or its contents in any manner whatsoever.

**19. INDUSTRY ASSOCIATION DETAILS**

- 19.1 The Agent is a member of: Namibia Tourism Board, registration number TSO01252
- 19.2 The Agent is Monkey Trails Safaris CC, Registration No. CC/2008/01908.
- 19.3 The Agent's details are as follows:  
 Tel: +264 (0)81-1477798  
 Email: [info@monkeytrails.net](mailto:info@monkeytrails.net)  
 Website: [www.monkeytrails.net](http://www.monkeytrails.net)  
 Physical Business Address:  
 Postal Address: P.O. Box 565 Ngweze, Katima Mulilo, Namibia
- 19.4 The Agent's public officer is Simone Micheletti, contacted details as in 19.3.
- 19.5 The Agent discloses that it has never been placed under liquidation, judicial management or business rescue.
- 19.6 The Agent will keep the prescribed records of all transactions, in respect of intermediary services rendered by it, for a period of three years.

WITH MY SIGNATURE HERETO I ACCEPT THE TERMS AND CONDITIONS AS SET OUT ABOVE.

SIGNED AT: ..... DATE: .....

FULL NAMES: ..... SIGNATURE: .....