

KHOKELO SAFARIS

General Terms & Conditions Khokelo Safaris January 2021

Jan ter Gouwweg 85, 1412 DB Naarden, www.khokelosafaris.com

KvK: 73304190

Article 1 - Definitions

Organizer: Khokelo Safaris: the trader who composes and / or offers the Trip.

Traveler: any person who wishes to enter into an Agreement with Khokelo Safaris and any person who is entitled to travel under the Agreement.

Principal Booker: the person who - also on behalf of or for the benefit of another - enters into the Agreement.

Travel service: passenger transport, accommodation or another tourist service insofar as these services fall within the definition of Dutch Law Article 7: 500 sub a BW.

Travel Service Provider: the service provider that performs a part of the Trip, such as auxiliary persons (accommodation providers / carriers / car rental companies / external guides / local contacts, etc.) of Khokelo Safaris.

Agreement: the Agreement including these Terms & Conditions whereby Khokelo Safaris and the Traveler commit themselves to one another.

Written: in writing or electronically, including by e-mail.

Conditions: these general terms & conditions.

Trip: a Package trip within the meaning of the Dutch law or a single Travel Service.

Working days: Monday to Friday, with the exception of public holidays recognized in the Netherlands, within working hours (09:00 - 17:00 Dutch time).

Article 2 - Applicability of conditions

2.1 Travel

These Conditions apply to all trips offered by Khokelo Safaris or agreed with Khokelo Safaris and any additional services, and form an integral part thereof.

2.2 Linked travel arrangements

These Conditions also apply to Travel Services that are part of a linked travel arrangement. The Travel Services that have not been agreed with Khokelo Safaris are subject to the conditions of the supplier of that Travel Service.

2.3 Travel services

These terms and conditions also apply to Travel Services that are self-contained and do not constitute a package or linked travel arrangement. Title 7a of Book 7 of the Dutch Civil Code, which contains rules on package travel contracts and linked travel arrangements, does not apply in these services. These Travel Services are not protected by the insolvency of Khokelo Safaris.

2.4 Deviating and additional conditions

Deviating and additional conditions must be agreed upon in writing. Deviating provisions in the individual Agreement take precedence over these Terms.

Article 3 - Conclusion of the Agreement

3.1 Offer contents

The Trip offered includes the services and facilities expressly described in the offers and publications of Khokelo Safaris. The content of the offer is determined solely on the basis of the information provided by Khokelo Safaris. Information in publications from Travel Service Providers is not part of the offer. The stated travel time is indicated in whole days, with the day of arrival and departure being counted as whole days (so that the number of nights is always one less than the number of days). The offer is subject to availability of accommodations.

3.2 Free offer

All quotations and offers by Khokelo Safaris are without obligation and
a. until it is accepted by the Traveler, can be revoked by Khokelo Safaris without prior notice,

b. after acceptance by traveler, can be revoked by Khokelo Safaris in all cases until 5 p.m. on the next Business Day without giving reasons. This also applies if the Traveler has received an automatic confirmation of receipt of the booking.

3.3 Conclusion of the Agreement

The Agreement is concluded through the acceptance by the Traveler of the offer of Khokelo Safaris by completing and sending a booking form.

3.4 Obvious errors

Apparent errors and mistakes in the offer do not bind Khokelo Safaris. This concerns the offer of a price, the content of the service offered or other information which, in view of all circumstances, the Traveler should not reasonably assume that Khokelo Safaris intended to state. If there is reason to doubt the correctness of the price or information, the Traveler must inquire.

3.5 Special requirements

If the Traveler informs Khokelo Safaris about a "requirement" at the time of entering into the Agreement due to compelling interests, it will be considered a suspensive condition for the conclusion of the Agreement. Khokelo Safaris will let Traveler know within a reasonable period whether the "requirement" can be met. In any case, a period of 7 working days is considered reasonable. If Khokelo Safaris rejects the requirement, no Agreement will be concluded. If additional costs or additional conditions are attached to the requirements, Khokelo Safaris will draw up a new offer.

3.6 Confirmation of receipt of the booking

Khokelo Safaris will confirm receipt of the booking form to the Traveler no later than the next working day.

3.7 Confirmation of the booking

Each booking is custom-made, especially with regard to reserving the necessary campsites for the implementation of the Trip. When Khokelo Safaris has actually been able to place the booking, the Traveler will receive a confirmation of the Agreement with the invoice; if Khokelo Safaris has not been able to place the booking, the Agreement will be dissolved, whereby both parties are not entitled to reimbursement of costs.

3.8 Revocation by the Traveler

After receipt of the booking form, work will start to realize the booking. The Traveler has no right of withdrawal and cannot make changes or cancel free of charge.

3.9 Principal Booker

The Traveler who enters into an Agreement on behalf of or for the benefit of one or more other Travelers must be at least 18 years of age.

3.10 Booking for other Travelers & communication

The Principal Booker is jointly and severally liable for all obligations ensuing therefrom. The other Travelers are each responsible for their own part. The confirmation, the invoice, the travel documents and all other communications are only sent to the Principal Booker. The Principal Booker is obliged - with the consent of that person - to indicate relevant personal circumstances of those other Travelers that may affect the performance of the Agreement when registering. The Principal Booker is obliged to provide the other Travelers with these Conditions and relevant communication.

Article 4 - Information by Khokelo Safaris

4.1 Program

Day programs and distances are a general indication, which can change depending on, among other things, the actual accommodations booked for the Trip. The language of the route descriptions is in Dutch or English.

4.2 Fare

a. The published fare on the website Khokelo Safaris.com is an indication based on 2 or 4 adults traveling in high season, unless otherwise mentioned. The fare in the Agreement at the time of booking applies. Prices stated are per person

based on a minimum of two people who book simultaneously and where two people share a room, car and campsite, unless explicitly stated otherwise.

b. The fare is limited to the services and facilities mentioned in particular in the Agreement. The return trip is never included; you travel to / from your destination on your own expense.

c. The offered fare includes all known unavoidable additional costs, unless the costs cannot be included in the fare, are not yet known, must be settled on the spot or the costs are charged per group (such as the last-minute allowance). In that case, these costs or the nature of the costs are clearly stated in the offer.

d. If the fare is date-dependent, the date of the first day of the Trip is decisive.

4.3 Guarantee fund

Khokelo Safaris is a member of the Dutch foundation Garantie-fonds voor Gespecialiseerde Touroperators - GGTO. This guarantees that the already paid part of your travel sum will be reimbursed if Khokelo Safaris is in financial incapacity. A fixed amount per booking will be charged for this guarantee.

4.4 Information by Khokelo Safaris after booking

Once Khokelo Safaris has actually been able to place the booking, Khokelo Safaris will provide the Traveler with the Agreement, including the accepted special wishes of the Traveler and information tailored to the Dutch nationality about the required travel documents (passports, visas, etc.) and any health formalities, and the other legally required information.

4.5 Information by Khokelo Safaris for the Travel

The Traveler will receive extensive information about the booked Trip in good time before the start of the Trip and at the latest when providing the travel documents.

4.6 Travel documents and tickets

The Traveler is responsible for a valid travel document, visa, proof of vaccinations, etc. Obtaining tickets for bus, train, ferry, plane, etc. are the responsibility of the Traveler.

If the Traveler cannot or does not make the Trip entirely due to the lack of the required travel documents or tickets, the resulting costs will be entirely at the expense of the Traveler.

4.7 Travel documents

Each trip includes one tour pack per group. This usually includes an overview of the accommodations booked, English or Dutch directions and / or route maps, general information on how to reach your travel destination, and Dutch or English information and tips for your trip. Sometimes part of the tour pack is waiting for you in the first accommodation.

The travel documents will be sent to the Principal Booker in a timely manner and no later than 14 days before the arrival date, unless the invoice has not yet been paid in full. If the Traveler has not received travel documents 10 days before the arrival date, Traveler must inform Khokelo Safaris without any delay.

4.8 Travel and cancellation insurance

Khokelo Safaris requires travel insurance with worldwide coverage for all travelers, which entitles them to minimum personal assistance in the event of accidents, illness and calamities. We do not check that such travel insurance is in place, it is in the Traveler's interest to be able to call on the professional support of an emergency center if necessary. We strongly recommend a cancellation insurance with the option "compound trip"; If you decide not to take out cancellation insurance, you choose to bear the financial risk of any cancellation yourself.

Article 5 - Information by the Traveler

5.1 Relevant information from the Traveler

When entering into the Agreement, the Principal Booker provides all information relevant to the Trip about himself and the other Travelers registered by him or her.

5.2 Health of the Traveler

By entering into the Agreement, the Principal Booker declares that he considers himself and the other Travelers registered by him physically and mentally healthy and able to complete the trip successfully.

Article 6 - Payment

6.1 Payment method

Payments must be made to our bank account in euros by bank transfer.

6.2 Down payment

After the Agreement has been concluded, 20% of the fare with a minimum of € 200 per Traveler, plus the guarantee fund contribution where applicable, must be paid within 10 days.

6.3 Remaining payment

The remainder of the fare must be paid no later than 6 weeks before the start date of the Trip. If the Agreement is concluded within 6 weeks before the start date of the Trip, the full fare must be paid immediately and in any case before the start of the Trip.

6.4 Default and interest

If the Traveler does not pay within the period mentioned above or stated on the invoice, the Traveler will be in default without any further notice of default being required and the statutory interest will then be due on the outstanding amount.

6.5 Collection costs

The Traveler is obliged to pay the extrajudicial collection costs if the Traveler is uselessly advised to pay within a period of fourteen days, starting the day after the reminder has been received, stating the consequences of the non-payment, including the exact collection costs that will be advanced. The extrajudicial collection costs amount to 15% of the claim up to € 2500, 10% of the subsequent € 2500, 5% of the subsequent € 5000 and 1% of the excess, with a minimum of € 40.

6.6 Further consequences of non-payment

If the Traveler is in default, Khokelo Safaris can suspend the sending of the travel documents without further notice until full payment has been received. If payment is not forthcoming after a reminder or if payment is not made before the start of the trip, Khokelo Safaris has the right to cancel the Agreement and charge the cancellation costs due to the Traveler. The provisions of this paragraph are without prejudice to other rights of Khokelo Safaris.

Article 7 - Subrogation

7.1 Conditions and notification

A Traveler can transfer the Trip to another person who meets all the conditions attached to the Trip. The Principal Booker requests Khokelo Safaris to substitute the person no later than 15 days before the start of the Trip, at least with due observance of a reasonable period within which the necessary actions can be taken. Transfer is only possible insofar as the conditions of the relevant Travel Service Provider allow this.

7.2 Joint and severally liability and additional costs

The Traveler and the person who the Trip is transferred to are jointly and severally liable for the payment of the amount still owed and for any additional compensation, change costs, surcharges and other costs arising from the substitution, including change costs.

Article 8 - Changes by the Traveler

8.1 Change

The Principal Booker may request Khokelo Safaris in Writing to amend the Agreement. Khokelo Safaris is not obliged to do this. Khokelo Safaris will inform the Traveler of the new fare.

If the Traveler agrees to the costs of the change, the new fare and change costs are due. If the new fare is lower than the original fare, the difference will be deducted from the change costs due. The change costs are € 75 per person per change.

8.2 Adjustment of arrival date or number of travelers

A request to change the arrival date does not constitute a change, but a cancellation. Reducing the number of Travelers is not a change, but a partial cancellation. Article 9 paragraph 3 [cancellation fees] is applicable in this case.

Article 9 - Cancellation by the Traveler

9.1 Cancellation Policy

The cancellation policy takes effect on the day we receive your booking.

9.2 Cancellation

The Traveler can terminate the Agreement at any time before the start of the Trip. Cancellation must be made in writing. The date on which the Written cancellation is received by Khokelo Safaris counts as the moment of cancellation. If received after 5 p.m. or outside Business Days, the next Business Day will be regarded as the date of receipt.

9.3 Cancellation fees

If an Agreement is canceled by the Traveler, the Traveler owes the following amounts:

- a. up to the 56th day before the day of arrival: 20% with a minimum of € 200 per person;
- b. from the 56th day to the 28th day before the day of arrival: 50% of the fare;
- c. from the 28th day to the 15th day before the day of arrival: 75% of the fare;
- d. from the 15th day before the day of arrival 100% of the fare;
- e. From the day of arrival: 100% of the fare. The day of arrival is the first day of the booked holiday and is stated as such on the booking form and / or the invoice / Agreement. Booking costs, change costs, last-minute surcharge, tickets and / or airport taxis are always charged in full and fall outside the aforementioned cancellation percentages.

Note: For cancellation of campsites, car rental and accommodations that are booked as part of the customized Trip by the travel organizer, different cancellation conditions may apply. The cancellation conditions of the (local) partner, hotel, lodge or booking agency apply here.

9.4 Multiple travelers

The cancellation of an Agreement by one or a few travelers who have booked together counts as cancellation of all Agreements, so that the amounts in previous members must be paid by all travelers. If the remaining travelers so wish, the Agreement will remain valid provided they pay the full fare under the Agreement.

9.5 Covid-19 (Corona)

Covid-19 and its presence in the country of arrival is considered to be a known fact and as such no longer a reason to cancel without paying cancellation fees. All countries in which Khokelo Safaris offers trips, have Covid-19 outbreaks and it is the responsibility of the Traveler to decide if it wishes to travel to this country. Orange or red travel advices given by the Dutch government due to Covid-19 is no longer reason to cancel without owing the cancellation fee as stipulated in article 9.3, unless this is specifically otherwise mentioned in the travel proposal.

Article 10 - Change by Khokelo Safaris

10.1 Changes

Khokelo Safaris reserves the right to adjust the prices of the tours offered up to 20 days prior to commencement of the trip due to changes in transportation costs including fuel costs, fees payable or applicable exchange rates. Furthermore, there is always the possibility that the travel routes have to be changed or that other changes take place during the year

which may result in the planned travel program not being able to be carried out. Local circumstances and the adventurous nature of the trips may result in minor or major adjustments to be made to the travel program and / or itinerary before or during the trip. Khokelo Safaris does everything in his power to limit any adverse consequences for the traveler and to look for alternatives that keep the nature of the original program as intact as possible. In case of changes prior to departure, the traveler will be informed immediately, with reasons. In addition, the traveler is deemed in all cases to also be aware of the local circumstances in general. In principle, changes have no consequences for the fare, apart from changes to the fare in connection with transport costs. The traveler can reject changes on essential points in the travel Agreement. If the change concerns one or more non-essential points, the traveler can only reject the change if the change is to the disadvantage of more than minor significance. In the event of a rejection, the travel organizer can terminate the Agreement with the traveler, whereby the cancellation conditions apply.

10.2 Major changes

If necessary, Khokelo Safaris can drastically change the main features of the Agreement before the start of the Trip. In that case, the Traveler can accept the change or terminate the Agreement without payment of cancellation costs.

10.3 Time limit

In the event of major changes, Khokelo Safaris will set a reasonable period for the Traveler within which the Traveler must have notified Khokelo Safaris in Writing whether he will terminate the Agreement. If the Agreement is not terminated within the set term, the change will be deemed accepted and the right to terminate will lapse.

10.4 Price reduction

If the change results in a decrease in the quality or costs of the Trip, the Traveler is entitled to an appropriate price reduction.

10.5 Notice

In the event of major changes, Khokelo Safaris will immediately notify the Traveler of:

- the changes,
- the reasonable period within which the Traveler must notify Khokelo Safaris In Writing of his decision whether the Traveler terminates the Agreement,
- the consequence that if the Traveler does not answer in time, the change will be deemed accepted and the right to terminate will lapse.

10.6 Refund of paid fare

If the Traveler terminates the Agreement on the basis of this article, the fare already paid will be refunded to the Traveler immediately and at the latest within 14 days.

10.7 Damages in case of rejection of the change

If the Trip is terminated and the cause of the change must be attributed to Khokelo Safaris, Khokelo Safaris offers the Traveler appropriate compensation. If the Trip is terminated and the cause of the change must be attributed to the Traveler, the resulting damage will be borne by the Traveler. If the Trip is terminated and the cause of the change cannot be attributed to either the Traveler or Khokelo Safaris, the parties each bear their own damage.

Article 11 Car rental

11.1 Car rental self drive safaris

The Organizer is an intermediary for car rental only and the car rental contract is signed on the spot between the rental company and the tenant (traveler). The conditions of the car rental company apply, of which the traveler is deemed to be aware. The conditions of the car rental company may deviate from the general conditions of the travel organization. For certain types of cars, a minimum driver's age of 25 or 30 years applies, which varies per rental company. It is always possible that a replacement car will be delivered equivalent to the reserved car. It is also important to know that with self-drive

safaris there is an increased risk of delay, loss of or accidents with the travel vehicle (rental car). The conditions in Africa are not the same as in the Europe and the US) and breakdown on the road or damage from use and wear cannot be foreseen prior to the start of the car rental. When totalling the rental car completely at your own fault or unilateral accident, the traveler must take into account that the deductible, if any, is fully for the account of the traveler (tenant). The costs of a replacement car and consequences for the upcoming camping booking are in that case for the account of the traveler. The rental company will in all cases solve problems with the rental car asap. This by means of repair or a replacement car. With a self-drive safari, the traveler consciously chooses a trip with a higher risk and an increased chance of delays and / or unexpected costs during the trip.

Article 12 - Cancellation by Khokelo Safaris

12.1 Cancellation

Khokelo Safaris can terminate the Agreement before the start of the trip and repay the Traveler all amounts paid for the Trip without owing compensation in the event of force majeure, which means unavoidable and extraordinary circumstances.

12.2 Refund of paid fare

In the above cases, Khokelo Safaris will refund any amounts already received immediately and at the latest within 14 days. Costs incurred by the Traveler for services that fall outside the Agreement such as visas, insurance, (flight) tickets, etc. are not reimbursed.

12.3 Termination through the actions of the Traveler

If the cause of the cancellation can be attributed to the Traveler, the resulting damage will be borne by the Traveler.

Article 13 - Responsibility

13.1 Good execution of the Trip

Khokelo Safaris is responsible for the performance of the Travel Services covered by the Agreement, regardless of whether these Travel Services are performed by Khokelo Safaris itself or by any other Travel Service Provider.

13.2 Responsibility of the Traveler

Route descriptions and / or route maps are only a guideline. They were correct at the time of making, but the local situation may change. The Traveler must therefore always check the current status of roads and routes on site. It is up to the Traveler to make the correct estimate, in accordance with the weather, weather forecast, the terrain, and the condition of himself and the fellow travelers.

13.3 Changes in itinerary and travel times

Khokelo Safaris will inform the Traveler of changes to the email address or mobile phone number known to Khokelo Safaris.

Article 14 - Compliance & non-conformity (shortcoming)

14.1 Compliance

Khokelo Safaris must execute the Agreement in accordance with the expectations that the Traveler could reasonably have on the basis of the publications, the Agreement and the circumstances at the travel destinations.

14.2 Traveler's obligation to complain

The Traveler will immediately notify the Travel Service Provider, local partner and Khokelo Safaris in accordance with Article 18 [complaints] of a shortcoming that the Traveler has discovered during the performance of a Travel Service included in the Agreement.

14.3 Solution by Khokelo Safaris

Khokelo Safaris ensures that the reported shortcoming is remedied. The shortcoming does not need to be remedied if this is impossible or involves disproportionately high costs taking into account the extent of the shortcoming and the value of the relevant Travel Service.

14.4 Solution by the Traveler

If the shortcoming is not remedied within a reasonable period set by the Traveler, the Traveler has the option of remedying the shortcoming himself and requesting reimbursement of the expenses.

14.6 Termination by the Traveler in the event of significant consequences

If the shortcoming has significant consequences for the execution of the Trip and Khokelo Safaris has not remedied it within a reasonable period set by the Traveler, the Traveler can terminate the Agreement without payment of cancellation costs.

14.7 Price reduction and compensation

In the event of termination on the basis of the previous paragraph [termination of significant consequences], the Traveler is entitled to an appropriate price reduction and appropriate compensation.

14.8 Conditions price reduction

If the Traveler is entitled to an appropriate price reduction, this only applies to the period in which the shortcoming existed. Under no circumstances is the Traveler entitled to a price reduction insofar as the shortcoming is attributable to the Traveler.

Article 15 - Help and assistance

15.1 Compulsory assistance

Khokelo Safaris will provide assistance to the Traveler without delay to the extent that it can be reasonably required if the Traveler is in difficulty, in particular by providing information and finding alternative travel arrangements. The Traveler will make use of his travel insurance for professional assistance in the event of an accident, serious illness or death.

15.2 Costs

Khokelo Safaris will charge a reasonable fee for the help and assistance if the difficulties have arisen due to intent or negligence on the part of the Traveler.

Article 16 - Attribution, force majeure & exclusions

16.1 Attribution & force majeure

Under no circumstances is the Traveler entitled to compensation for damage incurred by the Traveler as a result of a shortcoming, insofar as this shortcoming is due to:

- a. the Traveler;
- b. third parties who are not directly involved in the execution of the Agreement and the shortcoming could not be foreseen or prevented;
- c. unavoidable and extraordinary circumstances.

16.2 Liability exclusion

- a. Traveler understands that he or she is in an environment where wild animals roam freely. Any damage to material or travelers caused by animals walking around is therefore expressly excluded.
- b. Khokelo Safaris is not liable for the condition of roads, trails and markings.
- c. The Traveler travels at his own risk and always decides whether a road or path is sufficiently safe or whether an alternative must be sought, also in combination with the weather forecast.
- d. Khokelo Safaris is not liable for things that cannot reasonably be attributed to her.

e. Any liability of Khokelo Safaris for damage is limited to three times the fare, unless the damage results from the death or personal injury of the Traveler or the damage was caused by intentional or negligent acts of Khokelo Safaris.

16.3 Liability exclusion under treaty or EU regulation

If Khokelo Safaris can be held liable for any damage, including damage resulting from the death or personal injury of the Traveler, this liability will in any case be limited or excluded to the limits permitted by the applicable international treaties and / or EU Regulations that relate to individual Travel Services.

16.4 Insured damage

Khokelo Safaris is not liable for damage to the Traveler that is covered by insurance policies, such as car, health, travel or cancellation insurance, as well as facts for which these policies usually provide cover.

16.5 Limitation period

Any claim by the Traveler to compensation for damage will expire two years after the Trip has taken place or if the Trip did not take place two years after the planned date of commencement.

16.6 No accumulation of fees

If, for the same event, compensation or damages are due under international treaties or EU regulations, this compensation will not accumulate with the compensation or price reduction under this Agreement. The compensation will be deducted from any compensation or price reduction payable by Khokelo Safaris under this Agreement. For the above, it does not matter whether the compensation under international treaties or EU regulations is owed by Khokelo Safaris or a Travel Service Provider engaged by it.

Article 17 - Obligations of the Traveler

17.1 Behavior and following directions

The Traveler must behave as a reasonably acting Traveler and is obliged to follow all instructions to favor the proper execution of the Travel of Khokelo Safaris and the Travel Service Providers.

17.2 Consequences of non-compliance

In the event of non-compliance with directions or in the event that a Traveler causes a nuisance, Khokelo Safaris or the Travel Service Provider has the right to partially or completely deny the Traveler further participation in the Travel or Travel Service. In such a case, the Traveler is not entitled to a refund of funds. Any further costs incurred as a result are for the account and risk of the Traveler.

17.4 Traveler's liability

The Traveler is liable for damage caused by his behavior, failure to comply with the obligations in this article or damage that must otherwise be attributed to him. The Traveler indemnifies Khokelo Safaris against claims by Travel Service Providers or third parties involved in the Trip for damage caused by, or to be attributed to, the Traveler.

Article 18 - Complaints

18.1 Information

Khokelo Safaris will provide the contact details of Khokelo Safaris and, where applicable, its local partner before the start of the Trip.

18.2 Reporting on site

If the Traveler believes that there is a shortcoming in the performance of the Agreement, the Traveler must immediately report this on site so that a solution can be sought. For this, the Traveler must report the shortcoming - in this order - to the relevant service provider, the local partner, or to Khokelo Safaris.

If the shortcoming is not remedied by the service provider or the local partner and affects the quality of the trip, it must be reported to Khokelo Safaris without delay. If the Traveler has

not complied with the notification obligation and the service provider, local partner or Khokelo Safaris has not been given the opportunity to remedy the shortcoming, his possible right to compensation can be limited or excluded.

18.3 Report an unresolved complaint after returning

If a complaint that, according to the Traveler, is not or not satisfactorily resolved or compensated during the Trip, it must be submitted to Khokelo Safaris in writing and with reasons, no later than two months after the end date of the Trip. Khokelo Safaris is obliged to respond with motivation within two weeks of receipt of the complaint. If a complaint requires a longer processing time, a confirmation of receipt is sent with an indication when a substantive response is given.

18.4 Consequences of not or not timely reporting of the complaint

Failure to complain or to complain on time in accordance with Article 18.2 [report on site], may affect the amount of any compensation, unless the interests of Khokelo Safaris are not harmed by the failure to complain in time. Complaints that have not been received in time will not be processed, unless this is not reasonable in the circumstances of the case.

Article 19 - Other provisions

19.1 Third Party Rights

Subordinates, auxiliary persons and other third parties involved in the execution of the Agreement can invoke against the Traveler the provisions of the Agreement and these Conditions (including the exclusions of liability).

19.2 Replacement provisions

If mandatory law prevents the validity of a provision in these Conditions or if a provision is destroyed, that provision will be deemed to have been converted into a valid provision that is as close as possible to the original intention in terms of content and scope.

19.3 Governing Law

The offer, the Agreement and the implementation of the Agreement are exclusively governed by Dutch law, unless this is contrary to mandatory law.

19.4 Competent judge

The Dutch court has exclusive jurisdiction, unless this is contrary to mandatory law.

You can also find these General Terms and Conditions online: www.khokelosafaris.com.