

KHOKELO SAFARIS

General Terms & Conditions Khokelo Safaris January 2022

Jan ter Gouwweg 85, 1412 DB Naarden, The Netherlands. <https://www.khokelosafaris.com>

Chamber of Commerce: 73304190

Article 1 - Definitions

Organiser: Khokelo Safaris registered under Chamber of Commerce number 73304190

Traveler: any person who wishes to conclude an agreement with the Organizer with regard to a Trip and any person who has the right to travel on the basis of the agreement;

Travel service: the services that are part of the trip, such as passenger transport, car rental, accommodation and excursions.

Travel service provider: the service provider that performs part of the Trip, such as accommodation providers, carriers, external guides, etc..

Agreement: the agreement relating to the booked Trip, including these Terms and Conditions.

In writing: in writing or by electronic means, including by e-mail.

Conditions: these general conditions.

Package holiday: a package holiday within the meaning of the law.

Travel: a Package Travel or, if the Conditions have been declared applicable to it, a single Travel Service.

Working days: Monday to Friday, with the exception of public holidays recognized in the Netherlands, within working hours (9am-5pm Dutch time).

Article 2 - Applicability of conditions

2.1 Package holidays

These Terms and Conditions apply to all Package Holidays offered by the Organizer or agreed with the Organiser.

2.2 Travel services

These terms and conditions may also be declared applicable to Travel Services that do not constitute a package holiday. Title 7a of Book 7 of the Dutch Civil Code, which contains rules about package travel agreements, does not apply in that case. No insolvency protection of the Organizer applies to these Travel Services, unless it is expressly stated in the offer which party provides cover and this follows from the warranty or insurance conditions.

2.3 Deviating and additional conditions

Deviating and additional conditions must be agreed in Writing and take precedence over these Conditions.

Article 3 - Conclusion of Agreement

3.1 Content offer

The Trip offered only includes the services and facilities that are expressly described in the offer and publications of the Organiser. Information in publications of Travel Service Providers is not part of the offer, regardless of whether a link to it is included in the offer of the Organiser. The stated travel time is stated in whole days, whereby the day of departure and arrival are counted as whole days.

3.2 Non-binding offer

The Organizer's offer is without obligation and can be revoked by the Organizer after acceptance until 5:00 pm on the next Business Day.

3.3 The booking

The Agreement is concluded as soon as the Traveler accepts the offer of the Organizer and subject to the availability of the Trip.

3.4 Obvious errors

For obvious errors in the offer the Organizer cannot be held accountable. If there is reason for doubt, the Traveler should make inquiries.

3.5 Preferences

No rights can be derived from preferences communicated by the Traveler, unless the Organizer has confirmed in Writing that it complies with the preference. The mere mention as a

preference on travel documents and the booking confirmation is insufficient for this.

3.6 Special requirements

If the Traveler makes medical requirements or other compelling interests known to the Organizer as a 'requirement' when booking, the Organizer will assess whether it can meet this. If the Organizer is unable or unwilling to meet the requirements, the Agreement will not be concluded. The Promoter may make a price change in connection with the stated requirements.

3.7 Confirmation of the booking

The Organizer will send a booking confirmation after booking the trip and checking availability.

3.8 Withdrawal by traveler

A booking of the Trip is final. The Traveler has no right to revoke the Agreement.

3.9 Minors

The Traveler who books the trip must be of legal age.

3.10 Bookings for other Travelers & communication

The Traveler who books for other Travelers is jointly and severally liable for all obligations arising therefrom. The other Travelers are each liable for their own part. The confirmation, invoice, travel documents and all other communication are only sent to the Traveler who makes the booking. The Traveler who books the Trip for others is obliged to provide relevant personal circumstances of those other Travelers when booking. The Traveler who books the Trip for others is obliged to provide those other Travelers with these Conditions and other relevant communication. The Traveler who books the trip indemnifies the Organizer against damage as a result of non-compliance with the above obligations.

Article 4 - Information by the Organizer

4.1 Travel sum

Prices stated are per person, unless expressly stated otherwise.

4.2 Information by the Organizer when booking

When booking or immediately afterwards, the Organizer provides the Agreement to the Traveler, including the Traveler's accepted preferences and information tailored to the Dutch nationality about the necessary travel documents (passports, visas, etc.) and any health formalities.

4.3 Travel documents

During the Trip, the Traveler must have the necessary travel documents, such as a passport, visa, vaccination certificates, etc. In view of the great importance of this, the Traveler must check with the official authorities whether the information is complete and up to date. The Traveler must check before booking the Trip whether there is sufficient time to obtain the necessary travel documents. If the Traveler is unable or not entirely able to make the Trip due to the lack of the correct travel documents, the costs will be borne by the Traveler.

4.4 Travel documents

The travel documents (transport tickets, vouchers, etc.) will be sent to the Traveler no later than 7 days before departure, unless the invoice has not yet been paid in full. If the Traveler has not received the travel documents 5 days before departure, he must immediately inform the Organizer.

4.5 Insurance

The organizer renders it obligatory for all travelers to have travel insurance with worldwide coverage that entitles them to a minimum of assistance in the event of accidents, illness and calamities. We do not check whether 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; If you decide not to take out cancellation insurance, you choose to bear the financial risk of any cancellation yourself.

4.6 Guarantee Fund

Organizer is affiliated with the Guarantee Fund for Specialized Tour Operators – “Stichting GGTO”. This guarantees that you will be refunded for the already paid part of your travel sum if Khokelo Safaris becomes financially insolvent. A fixed amount per booking will be charged for this guarantee.

Article 5 - Information by the Traveler

5.1 Relevant information from the Traveler(s)

Before booking the trip, the booking Traveler provides all relevant information about the registered Travelers. In particular, information that may affect the health or safety of the Traveler or others. If the information provided is incorrect or incomplete, the Traveler may be excluded from participation. The Traveler then owes the cancellation costs in accordance with Article 9 paragraph 2 [cancellation costs]. Other costs will also be borne by the Traveler.

5.2 Reduced mobility, pregnant women and illness

Travelers with reduced mobility and their companions, pregnant women and Travelers with an illness that may have an effect on the Trip must report this to the Organizer when entering into the Agreement or in any case as soon as possible after the Traveler is aware of this in connection with with possible consequences for the Trip and in particular air transport. These Travelers must verify with the carrier whether a medical statement is required to be allowed to travel.

Article 6 – Payment

6.1 Down payment

After the Agreement has been concluded, 20% of the travel sum must be paid within 10 days, with a minimum of € 200 per Traveler, plus a contribution to the guarantee fund and, if applicable, insurance policies taken out through the Organizer.

6.2 Remaining payment

The remainder of the travel sum must be paid no later than 6 weeks before the start of the Trip. When booking within 6 weeks before the start of the Trip, the full travel sum must be paid immediately after the booking. In any case, the entire payment must be received before the start of the Trip.

6.3 Default and interest

If the Traveler does not pay within the agreed term, the Traveler is in default without further notice of default being required and the statutory interest is owed on the outstanding amount.

6.4 Collection costs

The Traveler must pay extrajudicial collection costs if he has not paid within the final payment term set by means of a Written reminder. The extrajudicial collection costs amount to: 15% of the amount claimed up to €2,500, 10% on the subsequent €2,500, 5% on the subsequent €5,000 and 1% on the excess.

6.5 Further consequences of non-payment

As long as the Traveler has not paid, the Organizer can keep the travel documents. If payment is not made even after a reminder or if payment has not been made before the start of the trip, the Organizer can exclude the Traveler from participation. The obligation to pay remains. Instead of excluding the Traveler from participation, the Organizer can cancel the Agreement and charge the Traveler for the cancellation costs owed for this as determined in [article 9 paragraph 2].

Article 7 – Substitution

7.1 Conditions and notice

A Traveler may transfer the Trip to another person. The other person must comply with all conditions attached to the Trip. Transfer is only possible insofar as the conditions of the relevant Travel Service Provider allow this. If airline tickets are part of the Trip, transfer of the airline tickets is often not possible. Transfer of the Trip is then possible if - at the expense of the Traveler - new airline tickets are booked. The Traveler requests the Organizer to replace the person at the latest 7 days before the Trip.

7.2 Joint and several liability and additional costs

The Traveler and the person who takes over the Trip are jointly and severally liable for the payment of the travel sum and additional costs arising from the substitution, including amendment costs.

Article 8 - Change at the request of the Traveler

8.1 Change

The Traveler who has booked the Trip can request the Organizer to change the Agreement. The Organizer is not obliged to do so. The Organizer will inform the Traveler of the new travel sum. If the Traveler agrees to the costs of the change, the new travel sum and change costs are due. If the new travel sum is lower than the original travel sum, the difference will be settled with the change costs owed.

8.2 Change of departure date

Unless the Organizer indicates that there has been a rebooking, the change of the departure date constitutes the cancellation of the existing agreement and the formation of a new agreement. The cancellation policy of article 9 [cancellation costs] applies to the canceled agreement.

Article 9 - Cancellation by the Traveler

9.1 Cancellation

The Traveler can cancel the booking before the start of the Trip. Cancellation must be made in Writing. The date on which the cancellation is received by the Organizer is considered the time of cancellation. In the event of receipt after 5:00 pm or outside Business Days, the next Business Day is regarded as the date of receipt.

9.2 Cancellation fees

If a flight is included in the Trip, the Traveler owes the following amounts in the event of cancellation:

- up to and including 56 days before the day of departure: the cancellation costs of the flight + 20% of the remaining part of the travel sum;
- from 55 days up to and including 31 days before the day of departure: the cancellation costs of the flight + 50% of the remaining part of the travel sum;
- from 30 days up to the day of departure: the cancellation costs of the flight + 100% of the travel sum;

If no flight is included, the Traveler owes the following amounts:

- up to and including 56 days before the day of departure: 20% of the travel sum;
- from 55 days up to and including 31 days before the day of departure: 50% of the travel sum;
- from 30 days up to the day of departure: 100% of the travel sum;

Booking costs, amendment costs, last-minute surcharge, tickets and/or airport taxis are always charged in full and are not included in the cancellation percentages mentioned. Note: Different cancellation conditions may also apply to cancellations of campsites, car hire and accommodations that have been booked as part of the customized Trip by the tour operator. The cancellation conditions of the (local) partner, hotel, lodge or booking office apply here.

9.3 Reduction in number of travelers

If the number of Travelers is reduced within one booking, the Organizer can charge the following as cancellation costs at its discretion:

the standard cancellation costs referred to in paragraph 2 of this article, or;
the entire travel sum of the canceled person minus the cost savings as a result of the cancellation.

9.4 Cancellation costs in case of cancellation after a rebooked trip

It is possible that the Traveler and Organizer rebook the trip to a later moment. If the Traveler cancels the rebooked trip, the cancellation costs will be at least the amount that would have been due if the cancellation had been made on the date of rebooking.

(example: 14 days before the start of the original trip, the trip will be rebooked to 1 year later. 6 months before the start of the rebooked trip, the traveler cancels because he no longer wishes to travel. The cancellation costs would be 20% of the travel sum according to Article 9.2. The cancellation costs would amount to 100% of the travel sum if it had been canceled on the date of rebooking. In this case 100% of the travel sum applies as cancellation costs.)

9.5 Covid-19 (Corona)

Covid-19 and its presence in the country of destination is now a known fact and as such is no reason to cancel free of charge. All countries included in our offer have Covid-19 infections and it is up to the traveler to consider whether he wishes to travel to this country when booking. Also an Orange or Red travel advice issued by the Dutch Government due to Covid-19 (Corona) is no reason to cancel free of charge and the conditions as stated in this article 9 apply, unless stated otherwise in the travel proposal.

9.6 Travel credits issued as a courtesy

If a Trip is canceled by the Traveler and a travel credit is granted out of leniency, the following applies (unless other conditions are communicated by the Organizer):

- the travel credit must be spent within one year after the travel credit has been allocated.
- the new journey must have commenced within two years after the travel credit has been allocated.
- the travel credit is linked to the Traveler and is not transferable.
- the travel credit can only be used for the same Trip at a later time.
- if the trip is more expensive at a later time, the price difference will be charged on to the Traveler.
- if the Traveler cancels the Trip that has been booked with a travel credit granted as a courtesy, the travel credit will expire.

Article 10 - Price change

10.1 Price change

The Organizer can increase the travel sum up to 20 days before the start of the Trip as a result of price changes in:
- costs of fuel or other energy sources, or;
- taxes or fees of third parties not directly involved in the execution of the Trip. The Organizer can include in the Agreement that he can increase the travel sum up to 20 days before the start of the Trip on the basis of changes in exchange rates. The Agreement must include the method of price recalculation based on the exchange rate.

10.2 Termination by Traveler

If the price increase amounts to more than 8% of the travel sum, the Traveler can terminate the Agreement and the Traveler will receive a refund of the travel sum paid.

Article 11 - Change by the Organizer

11.1 Changes

The Organizer can unilaterally make minor changes to the Trip before the start of the Trip. The Traveler will be informed of this.

11.2 Major changes

If necessary, the Organizer can substantially change the main features before the start of the Trip. This also includes offering an alternative Trip. The Traveler can accept the change or terminate the Agreement without paying cancellation costs. Upon termination, the travel sum paid by the Traveler will be refunded. The Organizer can set the Traveler a reasonable term within which the Traveler must make his choice clear. If the Agreement is not terminated within the set term, the amendment will be deemed accepted and the right to termination will lapse.

Article 12 - Cancellation by the Organizer

12.1 Cancellation due to minimum numbers

The Organizer may cancel the Agreement before the start of the Trip if the number of registrations is less than the minimum number stated in the Agreement and the Traveler is notified no later than:

- 20 days before the start of the Trip for a Trip of 6 days or more.
- 7 days before the start of the Trip for a Trip of 2 to 6 days.
- 48 hours before the start of the Trip for a Trip of less than 2 days.

12.2 Cancellation due to force majeure

The Organizer may cancel the Agreement before the start of the Trip if the Organizer is unable to perform the agreement due to unavoidable and extraordinary circumstances.

12.3 Reimbursement paid travel sum – no compensation

In the above cases, the Organizer will refund amounts already received within 14 days and no compensation is due. Costs incurred by the Traveler for services that fall outside the Agreement, such as vaccinations, visas, purchase material, insurance and, if not included in the Trip, the flight, tickets, accommodation, etc. are not reimbursed.

12.4 Cancellation at the fault of the Traveler

If the Traveler does not meet predefined participation requirements or if incorrect or incomplete information about the Traveler is provided, the Organizer may cancel the Agreement. The Traveler will then owe cancellation costs as determined in [article 9 paragraph 2].

Article 13 – Responsibility & Shortcomings

13.1 Proper execution of the Travel

The Organizer is responsible for the performance of the agreed Travel Services, regardless of whether they are performed by the Organizer itself or by another Travel Service Provider. The Organizer must perform the Agreement in accordance with the expectations that the Traveler may reasonably have on the basis of the publications, the Agreement and the circumstances at the travel destinations.

13.2 Changes in itinerary and travel times

The Organizer will inform the Traveler about changes in the itinerary. If the Organizer is not aware of the place of stay, the Traveler will only be informed at the email address or mobile phone number known to the Organizer.

13.3 Complaint obligation traveler

The Traveler will inform the Travel Service Provider and the Organizer, in line with article 17 [complaints], immediately of any defects or problems in the performance of the Travel Services.

13.4 Solution by the Organizer

The Organizer ensures that shortcomings are rectified. A shortcoming does not need to be remedied if this is impossible or involves disproportionately high costs.

13.5 Compensation

If the shortcoming cannot be resolved, the Organizer (or Travel Service Provider) will consult with the Traveler and arrange compensation or alternative where appropriate. The Traveler is not entitled to compensation or alternative if the shortcoming is attributable to the Traveler.

Article 14 - Help and assistance

14.1 Mandatory assistance

The Organizer provides assistance and assistance to the Traveler if the Traveler is in difficulty, in particular by providing good information about medical services, local authorities and consular assistance and by helping the Traveler to use long-distance communication and to find alternative travel arrangements.

14.2 Costs

The Organizer will charge a reasonable fee for the help and assistance if the difficulties have arisen through intent or negligence on the part of the Traveler.

Article 15 - Attribution, force majeure and exclusions of liability

15.1 Attribution & force majeure

The Traveler is not entitled to compensation for damage that the Traveler incurs as a result of a shortcoming attributable 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, or;
- c. unavoidable and extraordinary circumstances.

15.2 Liability exclusion

Any liability of the Organizer for damage is limited to three times the travel sum, unless the damage results from the death or personal injury of the Traveler or the damage is caused by intentional or negligent act of the Organizer.

15.3 Liability exclusion under treaty or EU regulation

If the Organizer is liable for any damage, including damage resulting from the death or personal injury of the Traveler, this liability will be limited or excluded to the limits allowed under the relevant international treaties and/or EU regulations, relating to the individual Travel Services.

15.4 Insured damage

The Organizer is not liable for damage covered by insurance, such as health, travel, event or cancellation insurance.

15.5 Limitation

Any claim by the Traveler for compensation for damage and other claims by the traveler lapses two years after the Trip has taken place. If the Trip did not take place, the statute of limitations will be two years after the planned date of commencement.

15.6 Expiration of rights

Without prejudice to the limitation period and the obligation to make a timely complaint, any claim by the Traveler for compensation for damage lapses three years after the start date of the Trip.

15.7 No Double Compensation

The Traveler is not entitled to double compensation. If the Traveler is entitled to compensation under international treaties or EU regulations, the Traveler will not receive additional compensation under this Agreement.

Article 16 - Obligations Traveler

16.1 Conduct and follow-up of directions

The Traveler must behave as a reasonably acting Traveler and is obliged to follow all instructions from the Organizer and the Travel Service Providers.

16.2 Consequences of non-compliance - exclusion from participation

In the event of non-compliance with instructions or in the event that a Traveler causes nuisance, the Organizer/Travel Service Provider may partially or completely deny the Traveler further participation in the Trip. The Traveler is then not entitled to a refund of monies. Further costs incurred as a result will be borne by the Traveler.

16.3 Warning

Before the Traveler is excluded from participation, the Traveler will first receive a verbal or written warning. A warning is not required if it is not appropriate given the circumstances.

16.4 Traveller's liability and indemnification

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

16.5 Checking the time of the return journey

The Traveler must verify the exact time of departure no later than 24 hours before the scheduled start of the return journey.

16.6 Formal health requirements

The Traveler must meet all health requirements applicable at the destination (and transit countries). Governments may change these requirements without notice. The consequences of these changes are within the risk sphere of the Traveler.

16.7 Measures by Travel Service Providers

Travel service providers can take all reasonable measures and require the cooperation of Travelers, including to prevent and combat calamities, to limit health risks, to prevent damage or to comply with government regulations. In the event of non-compliance with the measures or instructions, the Traveler may be denied the Travel Service and access.

16.8 Material use

The Traveler must handle the materials provided properly. Upon receipt, the Traveler must check these items and report defects immediately. The Traveler is liable for damage, loss or theft of the material made available.

Article 17 - Complaints

17.1 Information

The Organizer will provide emergency contact details before the start of the Trip.

17.2 Reporting on site

If the Traveler believes that the Trip is not being carried out properly, he must immediately report the problem or defect to the relevant Travel Service Provider so that it can offer a solution. If the tour guide of the Organizer is on site, the complaint must also be reported immediately to the tour guide. If there is no tour guide on site, the complaint must also be reported to the Organizer. This notification can be made by Whatsapp, SMS text message, by telephone or on working days during Dutch office hours (9am-5pm), also by email.

17.3 Communication costs

The Traveler must limit any communication costs, for example by making use of telephone calls via the internet, WhatsApp and e-mail.

17.4 Report unresolved complaint after return

All complaints that, in the opinion of the Traveler, have not been fully resolved or compensated during the Trip, must be submitted to the Organizer in Writing, stating reasons, within two months after the Trip.

17.5 Consequences of not reporting the shortcoming or complaint or not reporting it in time

Not complaining or not complaining in time in accordance with the second paragraph [Reporting on site] of this article may affect the amount of any compensation, unless the interests of the Organizer are not harmed by the late complaint. Complaints that are not received in time after return will not be processed, unless this is not reasonable in the circumstances of the case.

19.4 Competent court

The court within whose area of work the Organizer is located has exclusive jurisdiction to hear disputes regarding the Agreement and anything related thereto, unless this is contrary to mandatory law.

Article 18 - Car rental

18.1 Car rental self drive safaris

The Organizer is only an intermediary for car rental and the car rental contract is signed on site between the lessor and the renter (traveler). The conditions of the car rental company apply here, of which the traveler is expected to be aware. The conditions of the car rental company may differ from the general conditions of the travel organization. For certain types of cars, a minimum driver age of 25 or 30 years applies, this differs 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, failure of or accidents with the travel vehicle (rental car). The conditions in Africa are not the same as in the Netherlands (or Europe) and breakdown or damage due to use and wear cannot be foreseen prior to the start of the car rental. If the rental car is completely lost due to its own fault or unilateral accident, the traveler must take into account that the deductible, if any, is fully borne by the traveler (lessee). In that case, the costs of a replacement car and consequences for the upcoming camping bookings are also for the account of the traveler. In all cases, the lessor will solve problems with the rental car as soon as possible. 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 19 - Other provisions

19.1 Third party rights

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

19.2 Replacement provisions

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

19.3 Applicable law

The offer, the Agreement and the execution of the Agreement are exclusively governed by Dutch law, unless this is in conflict with mandatory law.

If the consumer lives outside the Netherlands at the time of booking, the following applies: Despite the choice of law, the consumer is entitled to the protection provided by the mandatory law of the country of his place of residence offers him if (cumulative):

- the Organizer focused the commercial activities for the agreed Trip on the country where the consumer is domiciled, and;
- the agreed travel services are partially or wholly provided in that country.