



[Terms & Conditions](#)

## TERMS AND CONDITIONS

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### 1 Interpretation

- 1.1. In this document the following terms shall have the meanings assigned to them hereunder and cognate expressions shall bear corresponding meanings, namely:
  - 1.1.1. **"African Secrets"** – means African Secrets (Pty) Limited, a limited liability company incorporated in accordance with the laws of the Republic of Botswana under registration number CO. 98/603, which operates as an inbound operator and bookings agent for Island Group;
  - 1.1.2. **"Customer"**- means either (i) tour operator, who contracts with African Secrets, or (ii) a travel agent, who contracts with African Secrets on behalf of third party travellers (the clients of such travel agent or tour operator), or (iii) a traveller/s, who contracts in his/or her personal capacity with African Secrets;
  - 1.1.3. **"Island Group"** – means Island Safaris (Pty) Limited t/a Island Group of Companies, a limited liability company incorporated in accordance with the laws of the Republic of Botswana under registration number CO. 1312, which operates Island Mobile Safaris, Island Safari Lodge and Several Safaris Botswana;
  - 1.1.4. **"Subcontractor"** – means any person, company, natural or juristic person contracted by African Secrets for any accommodation, activities or associated activities forming part of the proposed, or amended itinerary.
- 1.2. Unless the context otherwise requires:
  - 1.2.1. words in the singular include the plural and those in the plural include the singular; and
  - 1.2.2. a reference to one gender includes a reference to the other gender.
  - 1.2.3. Where the words "include(s)", "including" or "in particular" are used in this document, they are deemed to have the words "without limitation" following them.
  - 1.2.4. When any number of days is prescribed in this document, they shall be reckoned exclusively of the first and inclusively of the last day.

### 2 Introduction

- 2.1. African Secrets is an inbound operator and bookings agent, who carry out bookings in respect of products offered by Island Group and other Subcontractors to suit the Customers specific needs.
- 2.2. All bookings for services offered by Island Group are to be made through African Secrets.

### 3 Reservations

- 3.1. Bookings may be made with African Secrets by email, fax or on the African Secrets website [www.africansecrets.net](http://www.africansecrets.net).
- 3.2. Upon receipt of a booking enquiry, African Secrets will send a confirmatory email acknowledging receipt of the enquiry and advising on availability based on the booking request received, this booking is considered as provisional.
- 3.3. Costs quoted are subject to change at any time due to inter alia excessive fluctuations, fuel costs, taxes, levies, governmental regulations, exchange rates and other factors that may be imposed on African Secrets or its Subcontractors by government or our suppliers or for any other reason that is beyond their control.
- 3.4. The Customer is required to advise at the time of making a booking, the ages of all children (under the age of 18 and as at the time of travel) that will be participating in the tour, together with their date of birth, as there may be restrictions or conditions applicable for children. Certain lodges may require children under the age of 18 to share with an adult.
- 3.5. **Note on Physical Ability:** Many of the Safaris and Activities we book generally require a certain level of fitness and capacity and many are focussed on wilderness experiences, so travellers need to be aware of the level of ability required for selected safaris and/or activities.

### 4 Payment and cancellations

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- 4.1. A 50% Deposit required to confirm a Booking otherwise bookings are deemed as provisional and can be released without notice to make way for a confirmed booking.
- 4.2. Once a booking is confirmed in writing by the Customer, all terms and conditions contained herein shall apply with immediate effect.
- 4.3. Full Payment is necessary a month before the Travel date
- 4.4. All rates quoted are subject to a Botswana Pula base rate. Any prices offered in any other currency of the Customers choice shall be calculated from the Botswana Pula base rate.
- 4.5. The Customer shall be liable to effect payment to the African Secrets for any shortfall resulting from exchange rate fluctuations.
- 4.6. African Secrets reserve the right to refuse accommodation and/ or activities to any traveller should payment not have been received from the Customer.
- 4.7. Cancellation is dependent on the policies set by the different Subcontractors used by African Secrets. The specific policies regarding cancellation will be communicated to the customer at booking confirmation. All cancellations must be made in writing and will only be deemed effective upon acknowledgement of receipt by African Secrets.
- 4.8. Date changes will be treated on an individual basis and will attract an administration fee and in some instances cancellation fees depending on the Subcontractors' terms and conditions.
- 4.9. African Secrets reserve the right to cancel tours without compensation, in the event that any person engaged in the tour behaves in a manner so as to endanger the life of any other person on the tour.

### 5 Refunds

- 5.1. The Customer may be refunded should a trip be cancelled by the tour operator under valid and extenuating circumstances i.e. in respect of road accidents where the trip is no longer able to take place.
- 5.2. No refunds will be made for no-shows, or any unused services irrespective of whether they form part of the basic inclusive tour price or whether they are in respect of pre-booked or optional arrangements.
- 5.3. Any refunds will incur handling fees and consideration of cancellation policies

### 6 Insurance

- 6.1. All travellers are advised to and are solely responsible to take out comprehensive travel insurance and to familiarise themselves with any exceptions and conditions as may be imposed by the insurance company or underwriters issuing the policy or insurance which they select.
- 6.2. Travellers are to ensure that their travel insurance is valid for the country of travel.
- 6.3. African Secrets shall not be responsible or held liable:
  - 6.3.1. for personal insurance, cancellation insurance, items of a personal nature;
  - 6.3.2. any information which it or its representatives / Subcontractors furnish in relation to travel insurance,
  - 6.3.3. for filing or prosecuting a claim on the traveller's behalf against any insurer or underwriting who has issued a policy to the traveller, or
  - 6.3.4. for any claim disputed or rejected by the insurers.
- 6.4. All travellers are requested to consult a Doctor or competent medical physician before travelling to ensure that they are fit enough to travel.
- 6.5. All travellers must confirm that they are medically fit to undertake the tour.
- 6.6. Should a traveller have a pre-existing medical condition or illness, they must disclose the true nature of the condition(s) before commencement of the tour.

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- 6.7. The Customer must ensure that all travellers are informed that certain areas included in the tour are malaria-infested (or any other specific illnesses) and that necessary precaution must be taken.
- 6.8. It is the responsibility of each traveller to ensure that any necessary vaccination requirements for the countries they are visiting are complied with and have been obtained. Vaccination certificates must be carried by the traveller confirming that the vaccinations were administered.

### 7 Passport and Visas

- 7.1. All travellers will be personally responsible for ensuring that they are in possession of and have complied with:
  - 7.1.1. the correct travel documentation, including passports valid for a period of 6 months beyond the travellers intended departure date, containing at least 2 blank pages, or as required by law in each country the traveller will visit;
  - 7.1.2. the correct visas/ re-entry permits, valid for the countries visited – the visa costs incurred are for the travellers own account; and
  - 7.1.3. health, foreign exchange and other legal requirements.
- 7.2. African Secrets shall not be held responsible for any consequences whatsoever should the traveller fail to ensure that he/ or she has complied with the necessary health, passport, visa, re-entry permits, or other legal requirements. Due to the constantly changing requirements of each country, African Secrets shall not take responsibility nor be held liable for any information, which it or its representative may furnish to the traveller in relation to the above. The onus shall remain on the passenger at all times to ensure that he/or she has complied with such requirements.
- 7.3. If a traveller intends to drive a rental car, he/or she should obtain an international driving permit from his/ or her local transport authority. The traveller must also be in possession of his/or her local driving license and produce same at the car rental check-in counter.

### 8 Exclusion of liability, Suppliers Terms and Risk

- 8.1. While African Secrets makes every effort to:
  - 8.1.1. engage quality Subcontractors among the airlines, hotels, tour operators and other service providers to constitute the itinerary of the tour; and
  - 8.1.2. ensure that the various services that constitutes the tour package will be carried out efficiently and as advertised,

It does not have direct control over the provision of services by Subcontractors and shall not be liable for inter alia any loss, damage, injury, additional costs, delay or irregularity that may be occasioned by an error or default, act or omission of any Subcontractor in carrying out logistics of the tour package, or associated activities.

- 8.2. African Secrets shall not accept liability for:
  - 8.2.1. Any changes, omissions or delays before, or during the course of the tour occasioned by technical difficulties, weather conditions, communication breakdown or events beyond the control of African Secrets.
  - 8.2.2. Any cancellation or curtailment of the tour as a result of the Customer's personal circumstances e.g. illness or death.
  - 8.2.3. Changed circumstances and/or event expenses, these include but are not limited to unscheduled extensions or curtailment of accommodation, changes to scheduled flights, additional airfares, telephone and meal costs, etc. which will be for the Customer's own account.
  - 8.2.4. If in the opinion of African Secrets the fulfilment of the tour is considered impossible, illegal or inadvisable due to weather conditions, unrest, strikes, war and/or any other adverse factor beyond African Secrets control, African Secrets may at any time cancel the tour or what remains of it or make alterations to the route, accommodation, price and/or any other aspect thereof as it deems fit, and any losses and/or expenses resulting from such cancellation or alteration shall be for the account of the Customer.

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- 8.2.5. All bookings are subject to the terms and conditions specified by the Subcontractor providing the services which makes up the tour. African Secrets will provide on request, the identity of the Subcontractor and such Subcontractor's terms and conditions.
- 8.2.6. African Secrets will not be held liable or responsible for any damages of whatsoever nature, (including but not limited to personal injury, death and/or damages to property) that the Customer may sustain arising from any cause whatsoever, including negligence.
- 8.2.7. African Secrets will not be responsible for any charges that appear on a Customer's credit card not levied/or effected directly by the company (e.g. credit card charges by a hotel) and will not accept responsibility for having any of these charges reversed or corrected upon the Customer's return to his/or her country of departure/or final destination.
- 8.2.8. The Customer binds his/or her dependents, heirs, executors, administrators, trustees, third parties and/ or assigns to the terms and conditions of this document and undertakes to indemnify, hold harmless and expressly exempt the company from any and all liabilities and/or claims (specifically including but not limited to claims arising from personal injuries, death, loss of support, delay, inconvenience, theft, accident, loss, consequential loss, damage to property, medical expenses, funeral and related expenses) arising from any cause whatsoever by virtue of the Customer's participation in the tour and/or occupation of any accommodation.
- 8.2.9. The Customer waives any and all liabilities and/or claims of whatsoever nature or cause, howsoever arising, which he/or she or his/or her dependants, heirs, trustees, administrators, executors, third parties and/or assigns might have against African Secrets and releases African Secrets against any liability and/or claims that may arise or accrue to the Customer, his/or her dependants, heirs, trustees, executors, administrators, third parties and/or assigns.
- 8.2.10. Should African Secrets for any reason whatsoever, not be found to be protected by the contents of this document (in whole or in part) and found to be liable to the Customer or any of his heirs, dependants, trustees, executors, administrators, third parties and/or assigns for any loss or damages allegedly suffered, then and in that event the company's liability in respect thereof shall be limited to the actual proven and direct loss only, however, such liability shall not exceed P50,000.00 (Fifty Thousand Pula)
- 8.2.11. African Secrets reserves the right to use any photographs taken by them on any tour or in any accommodations or sent to them, without the permission from the persons appearing in the photographs, provided that the photographs do not depict any Customer's in a disadvantageous light.
- 8.2.12. All Customers, their agents and crew members must sign indemnity forms upon confirming a booking. Guardians and parents must sign indemnity forms on behalf of minors and/or dependants.
- 8.2.13. The Customer must inform their agents, crew, dependants and minors against any potential dangers or hazards.
- 8.2.14. African Secrets reserves its right of admission.
- 8.2.15. The Customer confirms that with confirmation of the booking, he/she or his or her clients or agents have read, understood and accepted the terms and conditions of African Secrets and their Subcontractors.

## 9 Luggage

- 9.1. Luggage allowance:
- 9.1.1. Luggage is restricted to 15 to 20 kilograms per person for water based and land-based activities.
- 9.1.2. Luggage is restricted to 12 kilograms per person, should the tour involve the use of a light aircraft.



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- 9.1.3. Any luggage in excess of the prescribed restriction shall result in additional costs for transportation and/or storage and must be arranged in advance. Failure to do so may result in luggage being left behind.
- 9.1.4. No refunds will be provided in respect of costs incurred by Customers for scheduled charters that were missed due to incorrect luggage and any other further costs that may be incurred as a consequence of the missed scheduled charters, including but not limited to accommodation, transfers, meals and any additional arrangements as may be required.
- 9.1.5. All Customers are required to use soft bags as hard suit cases with wheels will not fit into the aircraft pod.

### 10 General Terms

- 10.1. African Secrets shall not be bound by any representation, warranty, promise or the like not recorded in this document or agreed to in writing. No representation, term, warranty or condition express or implied shall be considered to be or have been made or agreed or implied by reference to any other writing, advertisement or conversation.
- 10.2. Each term or condition contained in this document are separate and severable from the other terms and conditions herein and shall in no way be limited or restricted by reference to inference from any other terms or conditions. If any term or condition contained herein, is found to be invalid, unlawful and/or unenforceable, such provisions will be severable from the remaining provisions, and the remaining provisions shall continue to be valid, in full force and effect.
- 10.3. No indulgence, which African Secrets may grant to any party, shall constitute a waiver of any rights of African Secrets, and African Secrets shall not hereby be precluded from exercising any rights against the Customer which may have arisen in the past or which may arise in the future.
- 10.4. All Customers undertake to obey all instructions given by African Secrets and its Subcontractors and to comply with the general codes of conduct as may be issued by Subcontractors from time to time, throughout the duration of the tour.
- 10.5. Neither party shall be liable for any breach of this document or other failure performance arising solely as a result of an event of force majeure which means any event outside the control of the party relying upon it as reason for failing to perform any obligation under this document, including (without limitation) any act, order or requirement of government (national or local), war or threat of war, terrorist activity or the threat of the same, adverse weather conditions such as to create serious risk of death or serious injury or otherwise make performance of the contract dangerous to any person, and any form of industrial action.
- 10.6. Neither party may transfer or assign its respective rights and obligations under this document without the other Party's written consent.
- 10.7. This document, together with all annexures, addendums and/or itineraries attached hereto, constitutes the whole agreement between the Customer and African Secrets and no variation, cancellation, novation or deletion of any provision of this document shall be binding unless reduced to writing and signed by the Customer and an authorised representative of African Secrets.
- 10.8. This document shall be governed by and construed in accordance with the laws of the Republic of Botswana and any dispute between the parties shall be determined as provided for hereunder.
- 10.9. All matters arising from or in connection with these terms and conditions and any contract concluded by the Customer and African Secrets, its validity, existence and termination shall be determined in accordance with the laws of the Republic of Botswana.
- 10.10. Should any dispute of any nature whatsoever arise from or in connection with these terms and conditions and any contract concluded by the Customer with African Secrets, then at the election of any party, such dispute shall be finally resolved in accordance with the Rules for the Conduct of Arbitrations published by the Botswana Institute of Arbitrators ("BIARB") from time to time, by an arbitrator or arbitrators appointed by BIARB. The Customer by his/her/its signature hereto expressly consents to an arbitration in terms of the aforesaid rules being conducted as a matter of urgency and irrevocably authorizes African Secrets to apply, on behalf of all parties to such

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dispute, in writing, to the secretariat of BIARB for any such arbitration to be conducted on an urgent basis.

- 10.11. The Parties agree that the decision of the Arbitration will be final and binding.
- 10.12. Nothing herein contained shall be deemed to prevent or prohibit either party from applying to the appropriate court for urgent relief or for judgment in relation to a liquidation claim.
- 10.13. Any arbitration in terms of this paragraph shall be conducted in camera and the parties shall treat as confidential and not disclose to any third-party details of the dispute submitted to arbitration, the conduct of the arbitration proceedings or the outcome of the arbitration, without the written consent of the other party. The provisions of this subparagraph will continue to be binding on the parties notwithstanding any termination or cancellation of any contract concluded by the Customer with African Secrets.

The terms and conditions contained herein are effective immediately upon confirmation of a booking and shall continue to be in full force and effect unless varied in writing between the Customer and African Secrets and/or termination is confirmed by African Secrets.

**CUSTOMER INFORMATION: (Travel Agent/ Tour Operator)**

Travel Agent/ Tour Operator Company Name: \_\_\_\_\_

Travel Agent/ Tour Operator Representative: \_\_\_\_\_

Position: \_\_\_\_\_

Contact email: \_\_\_\_\_

Emergency contact number: \_\_\_\_\_

Travel Agent / Tour Operator Accounts: \_\_\_\_\_

Contact email: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

The agent having read and fully understood the terms and conditions as set out in this document, confirms that no representations of any form induced him/her to agree to these terms and conditions and that he/she acknowledges that this document is legal and binding without reserve.

\_\_\_\_\_

**Signature of the Travel Agent/ Tour Operator**

Full Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER INFORMATION: (Individual)**

Full Name and Surname: \_\_\_\_\_

Contact email: \_\_\_\_\_

Emergency contact number and person: \_\_\_\_\_

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Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Passport Number: \_\_\_\_\_

Nationality: \_\_\_\_\_

I Mr/Miss/Mrs \_\_\_\_\_ confirm that I have read and fully understood the terms and conditions as set out in this document and confirm that no representations of any form induced me to agree to these terms and conditions and that I acknowledge that this document is legal and binding without reserve.

\_\_\_\_\_

Signature

Date: \_\_\_\_\_