

BOTSWANA SPECIALIST – TERMS & CONDITIONS

Article 1 – Definitions

Organiser: Soul kitchen Safari B.V. registered under Chamber of Commerce number 67905463 (trade name Botswana Specialist)

Traveller: every person who wants to conclude an agreement with the Organiser concerning a Travel Agreement and any person who is entitled 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 a part of the trip, such as accommodation providers, carriers, transport companies, etc. accommodation providers, transporters, external guides, etc.

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

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

Conditions: these general conditions.

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

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

Article 2 - Applicability of the conditions

2.1 Package holidays

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

2.2 Travel Services

These conditions may also be declared applicable to Travel Services which 2.2 Travel services that do not form part of a package holiday. Title 7a of Book 7 of the Dutch Civil Code, which contains rules about Travel Agreements will not apply in this case. These Travel Services are not subject to protection in the event of the Organizer's insolvency, unless it is expressly stated in the offer which party provides cover and this follows from the party providing cover and this follows from the guarantee or insurance conditions.

2.3 Deviating and additional conditions

Deviating and additional conditions must be agreed upon in writing and will take precedence over these Conditions.

Article 3 - Formation of an Agreement

3.1 Content of offer

The Trip offered includes only those services and facilities explicitly described in the Organiser's offer and publications. Information in publications by Travel Service Providers are not part of the offer, regardless of whether a link to them is included in the Organiser's offer. The specified duration of the trip is stated in whole days, with the day of departure and arrival counting as whole days.

3.2 Non-binding offer

The Organiser's offer is without obligation and can be withdrawn after acceptance until 5 p.m. of the next Working Day.

3.3 The booking

The Agreement is concluded as soon as the Traveller accepts the Organiser's offer and subject to the availability of the Trip. If the Traveller books a trip that starts within 14 days, this will not be regarded as application without obligation, but as a booking that cannot be cancelled free of charge. The aforementioned suspensive condition applies in full. In this case, the Passenger shall owe the full travel sum. See also the cancellation conditions in article 9.2.

3.4 Obvious errors

Obvious errors in the offer are not binding on the Organiser. If there is reason to doubt, the Traveller should make enquiries.

3.5 Preferences

No rights may be derived from preferences indicated by the Traveller, unless the Organiser has confirmed in writing to the Traveller that the preferences have been met. The mere mention of a preference on travel documents and the booking confirmation is insufficient for this purpose.

3.6 Special requirements

If the Traveller has indicated medical requirements or other important interests as a 'requirement' to the Organiser at the time of booking, the Organiser shall be entitled to cancel the booking. If the Organiser cannot or will not comply with the requirements, the Agreement will not be concluded. The Organiser may change the price in connection with the specified requirements.

3.7 Confirmation of the booking

After booking the trip and checking availability, the Organiser will send a booking confirmation.

3.8 Revocation by traveller

A booking of the Trip is final. The Traveller has no right to withdraw from the Agreement.

3.9 Minors

The Traveller booking the trip must be of age.

3.10 Booking for other Travellers & communication

A Passenger who books for other Passengers is jointly and severally liable for all obligations arising therefrom. The other Travellers are each liable for their own part. The confirmation, the invoice, the travel documents and all other communication will only be sent to the Passenger who made the booking. Traveller who books the trip for others is obliged to provide relevant personal details of other Travellers when booking. The Traveller who books the trip for other travellers is obliged to provide these Conditions and other relevant and other relevant communications. The Traveller who books the trip shall indemnify the Organiser for damages resulting from failure to comply with the above obligations.

Article 4 - Information by the Organiser

4.1 Travel sum

Prices stated are per person, unless explicitly stated otherwise.

4.2 Information by the Organiser upon booking

At the time of booking or immediately afterwards, the Organiser will provide the Traveller with the Agreement including the accepted preferences of the Traveller and information on the Dutch nationality information about the necessary travel documents (passports, visas, etc.) and any health-related formalities.

4.3 Travel documents

During the Trip, the Traveller must have the necessary travel documents, such as Passports, visas, vaccination certificates, etc. In view of the great importance of these documents, the Traveller should the official bodies to check that the information is complete and up to date. The Traveller must check the following prior to booking the trip, the Traveller must check whether there is enough time to obtain the required travel documents. If the Traveller cannot make the trip or cannot make it in full due to the absence of the correct travel documents travel documents, the costs will be borne by the Traveller.

4.4 Travel documents

The travel documents (tickets, vouchers, etc.) will be sent to the Traveller no later than 7 days before departure, unless the invoice has not yet been paid in full. If the Traveller does not send the travel documents 5 days prior to departure, he must notify the Organiser immediately.

4.5 Information on insurance

The Organiser will inform the Traveller of the possibility of taking out cancellation insurance and travel insurance. The Organiser may require such insurance if the Traveller was informed of this prior to booking.

Article 5 - Information by the Traveller

5.1 Relevant information from the Traveller(s)

Prior to booking, the booking Traveller shall provide all relevant information about the registered Travellers. In particular, information that may affect the health or safety of the

Traveller or others. If the information provided is incorrect or incomplete, the Traveller may be excluded from participation.

The Traveller shall then be liable for the cancellation costs in accordance with article 9, paragraph 2 [cancellation costs]. Other costs shall also be borne by the Traveller.

5.2 Reduced mobility, pregnant women and illness

Passengers with reduced mobility and those accompanying them, pregnant women and Passengers with an illness that may affect the Trip must state this at the time of concluding the Agreement or in any event as soon as possible after the Passenger becomes aware of it. In connection with any consequences for the Trip and in particular the air transport. These Travellers must themselves verify with the carrier whether a medical certificate is required in order to travel.

Article 6 - Payment

6.1 Down payment

After receiving the invoice, this amount must be paid immediately. After receipt of the deposit, the booking is final.

Exceptions are: 25%: Great Plains, Wilderness Safaris, Pangolin, Chilo, Singita (50% during high season) & 30%: & Beyond Lodges, Xigera, Camp Mana, Victoria Falls River Lodge.)

6.2 Remaining payment

The balance of the holiday price must be paid no later than 60 days before the start of the holiday. If the booking is made within 60 days of the start of the holiday, the full amount must be paid immediately after booking.

6.3 Default and interest

If the Traveller fails to pay within the agreed period, the Passenger shall be in default and shall owe the statutory interest on the outstanding amount.

6.4 Collection costs

The Passenger must pay extrajudicial collection costs if the Passenger has not paid within the ultimate payment deadline imposed in a written demand. The extrajudicial collection costs shall amount to: 15% of the amount claimed up to €2500, 10% on the next € 2500, 5% on the next € 5000 and 1% on the excess.

6.5 Further consequences of non-payment

As long as the Traveller has not paid, the Organiser may retain the travel documents. If payment is not made even after a reminder or if payment is not made before the start of the trip, the Organiser may exclude the Traveller from participation. The obligation to pay remains unaffected. Instead of excluding the Traveller from participation, the Organiser may cancel the Agreement and charge the traveller the related cancellation fees as specified in Article 9.2.

Article 7 – Cancellation

7.1 Conditions and notification

A Traveller may transfer the Trip to another person. The other person must meet all the conditions attached to the Trip. Transfer is only possible within the limits of the conditions of the Travel Service Provider concerned. If flight tickets are part of the Trip, transfer of the flight tickets is often not possible. Transfer of the trip is then possible if new flight tickets are booked at the expense of the Traveller. The Traveller request the Organiser to substitute the person in question at least 7 days before the Trip.

7.2 Joint and several liability and additional costs

The Traveller and the person who takes over the Trip are jointly and severally liable for payment of the of the travel price and additional costs arising from the substitution, including change-of-address amendment costs.

Article 8 - Changes at the request of the Traveller

8.1 Amendment

The Traveller who has booked the Journey may request the Organiser to amend the Agreement. The Organiser is not obliged to do so. The Organiser will inform the Traveller of the new travel price. If the Traveller agrees with the costs of the change, the new fare and change costs are payable. If the new fare is lower than the original fare, the difference the original travel sum, the difference will be settled with the payable amendment costs.

8.2 Change of departure date

Unless the Organiser indicates that it is a re-booking, the change of departure date constitutes the cancellation of the existing agreement and the creation of a new agreement. The cancellation arrangement of Article 9 [cancellation costs] shall apply to the cancelled agreement.

Article 9 - Cancellation by the Traveller

9.1 Cancellation

The Traveller may cancel the booking before the commencement of the Trip. Cancellation must be made in writing. The date on which the cancellation is received by the Organiser shall be deemed to be the date of cancellation. If received after 17.00h or outside Business Days, the next Business Working Day will be considered the date of receipt.

9.2 Costs of cancellation

When cancelling by the traveller, the traveller owes Soul the following amounts per person Kitchen Safari B.V.

- Cancellation costs of 20% of the total booking cost are owed to the Organiser in case a booking is cancelled immediately after confirmation.
 - *Exceptions are; 25%: Great Plains, Wilderness Safaris, Pangolin, Chilo, Singita (50% during high season) 30%: & Beyond Lodges, Xigera, Camp Mana*
- Cancellation fee of 50% of the total booking price is payable to the Organiser in the event that a booking is cancelled 46 - 65 days prior to the commencement of the tour.

- A cancellation fee of 100% of the total booking cost is payable to the Organiser in the event that a booking is cancelled 45 days or less prior to the commencement of the tour.
 - *Exceptions are; 60 days or less prior: 100%, Wilderness Safaris & 89 days or less earlier: 100%, Matetsi Victoria Falls (during high season)*
 - It should be noted that some subcontractors may have different cancellation fees may have different cancellation charges applicable to their services - however, the client must confirm that they are aware of these.
 - Standard cancellation charges apply in cases of delayed departure dates.
 - Date changes are dealt with on an individual basis and incur an administration fee and in some cases a cancellation fee, depending on the penalties applied by the subcontractor. Rates may be increased due to annual and seasonal differences
 - Cancellations due to force majeure (in some cases) incur an administrative fee. There are suppliers who do not waive penalties even if customers are unable to travel due to force majeure. Please contact your advisor for more information about your booking.
- In case of air transport: cancellation policies of the relevant airline
 - For car hire: the cancellation policy of the relevant car hire company
 - For motor homes: the cancellation policies of the relevant rental company

9.3 Reduction of number of Travellers

If the number of Travellers within one booking is reduced, the Organiser may, at its own discretion charge a cancellation fee:

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

9.4 Cancellation costs after rebooking a trip

It may happen that the Traveller and Organiser rebook the trip for a later date. If the traveller cancels the rebooked trip, the cancellation costs will be at least the amount that that would have been due if the rebooking had been cancelled on the date of rebooking.

(Example: 14 days before the start of the original journey, the journey is rebooked to 1 year later. 6 months before the start of the rebooked trip, the traveller cancels because he no longer wishes to travel. The cancellation fee would be 20% of the travel price according to article 9.2. The cancellation costs would be 75% of the fare if cancellation had taken place on the date of rebooking. In this case, 75% of the fare is considered a cancellation fee).

9.5 Travel credits issued out of goodwill

If a Journey has been cancelled by the Traveller and a travel credit is issued as a gesture of goodwill, the following applies (unless other conditions are communicated by the Organiser):

- the travel credit must be spent within one year after the travel credit was granted.
- the new journey must have started within two years after the grant of the travel credit.
- the travel credit is linked to the Passenger and is not transferable.

- the travel credit can only be used for the same journey at a later date.
- If the journey is more expensive at a later date, the price difference will be charged to the Passenger.
- If the Passenger cancels the Trip that was booked with a travel credit granted as a gesture of goodwill, the travel credit will expire.

Article 10 - Price change

10.1 Price change

The Organiser may increase the price of the trip 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 implementation of the Trip.

The Organiser may include in the Agreement that it can increase the fare due to changes in exchange rates up to 20 days before the start of the Trip. The Agreement must specify the method of calculating the price on the basis of the exchange rate must be included in the Agreement.

10.2 Termination by Traveller

If the price increase amounts to more than 8% of the travel sum, the Passenger may terminate the Agreement and the Traveller shall receive a refund of the travel sum paid.

10.3 Price reduction

If the right to a price increase has been agreed, the Passenger shall have a corresponding right to a price to a price reduction. The amount to which the Traveller is entitled shall be subject to a handling charge of EUR 30. deducted from the amount to which the Traveller is entitled.

Article 11 - Changes by the Organiser

11.1 Changes

The Organiser may unilaterally make minor changes to the Trip prior to the start of the Trip. The Traveller will be informed of this.

11.2 Major changes

If necessary, the Organiser may make significant changes to the main features of the substantial changes prior to the start of the Trip. This includes offering an alternative Journey. The Traveller may accept the change or terminate the Agreement without payment of cancellation costs. In the event of termination, the travel sum paid by the Traveller will be refunded. The Organiser may set the Traveller a reasonable period within which the Traveller must make his choice clear. If the Agreement is not terminated within the period set, the change shall be deemed to have been accepted and the right to termination lapses.

Article 12 - Cancellation by the Organiser

12.1 Cancellation due to minimum numbers

The Organiser may cancel the Agreement prior to the start of the Trip if the number of registrations is less than the minimum number specified in the Agreement. The traveller must be informed of this 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 Organiser may cancel the Agreement prior to the commencement of the Trip if the Organiser is in agreement due to unavoidable and extraordinary circumstances.

12.3 Reimbursement of travel sum paid - no compensation

In the above cases, the Organiser will refund within 14 days any sums already received and no compensation will be payable. No reimbursement will be made for costs incurred by the Traveller for services outside the scope of the Agreement, such as vaccinations, visas, equipment, insurance and, if applicable, compensation for damages will not be reimbursed, purchase of materials, insurance and, if not included in the Trip, the flight, tickets, accommodation, etc.

12.4 Cancellation by the Traveller

If the Traveller does not meet predetermined participation requirements or if incorrect or incomplete information about the Traveller, the Organiser may cancel the Agreement. The Traveller shall owe the cancellation fees as specified in [article 9 paragraph 2].

Article 13 - Responsibility & shortcomings

13.1 Proper execution of the Journey

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

13.2 Changes to travel schedule and travel times

The Organiser will inform the Traveller of changes to the travel schedule. If the Organiser is not aware of the location of the accommodation, the Traveller will only be informed via the e-mail address or mobile phone number known to the Organiser.

13.3 Traveller's duty to complain

The Traveller must immediately inform the Supplier and the Organiser, in accordance with article 17 [complaints], of any defects or problems in the performance of the Travel Services.

13.4 Solution by the Organiser

The Organiser will ensure that shortcomings are remedied. A fault does not have to be

13.5 Compensation

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

Article 14 - Help and assistance

14.1 Mandatory assistance

The Organiser will provide help and assistance to the Traveller if the Traveller is in difficulty, in particular by providing adequate information about medical services, local authorities and consular authorities and consular assistance, and by helping the Traveller to use remote communications and find alternative and in finding alternative travel arrangements.

14.2 Costs

The Organiser will charge a reasonable fee for the help and assistance if the difficulties were caused by intent or negligence on the part of the Traveller.

Article 15 - Attribution, force majeure and liability exclusions

15.1 Attribution & force majeure

The Traveller is not entitled to compensation for damages suffered by the Traveller as a result of a

- a. the Traveller;
- b. third parties who are not directly involved in the implementation of the Agreement and the failure could not have been foreseen or prevented, or;
- c. unavoidable and extraordinary circumstances.

15.2 Exclusion of liability

Any liability of the Organiser for damages is limited to three times the travel sum, unless the damage results from the death or personal injury of the Passenger or the damage is caused by intentional or negligent acts by the Organiser.

15.3 Liability exclusion by treaty or EU regulation

If the Organiser is liable for any damages, including damages resulting from the death or death or personal injury of the Traveller, such liability will be limited or excluded to the limits permitted under relevant international conventions and/or EU Regulations applicable to the individual Travel Services.

15.4 Insured damages

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

15.5 Limitation period

All claims by the Traveller for compensation for damages and other claims by the traveller shall lapse two years after the Trip took place.

15.6 Extinction of right

Without prejudice to the limitation period and the duty to complain in good time, every Claims for damages made by the Traveller shall lapse three years after the commencement date of the Trip.

15.7 No double compensation

The Passenger is not entitled to double compensation. If the Passenger is entitled to compensation pursuant to international treaties or EU regulations, the Passenger shall not also receive compensation under this compensation pursuant to this Agreement.

Article 16 - Traveller's obligations

16.1 Behaviour and compliance with instructions

The Traveller must behave like a reasonable traveller and is obliged to follow all instructions of the Organiser and the Travel Service Providers.

16.2 Consequences of non-compliance - exclusion from participation

In the event of non-compliance with instructions or if a Traveller causes inconvenience, the Organiser/Travel Service Provider may deny the Traveller further participation in the Trip, in part or in full. Traveller shall then have no right to a refund of any monies paid. Further costs incurred as a result will be borne by the Traveller.

16.3 Warning

Before the Traveller is excluded from participation, he shall first receive a verbal or written warning. A warning is not required if this is inappropriate circumstances this is not appropriate.

16.4 Liability of the Traveller and indemnification

The Traveller is liable for damage caused by his behaviour, failure to comply with the obligations in this article or damage which is otherwise attributable to him. The Traveller indemnifies the Organiser against claims by Travel Service Providers involved in the Trip ,other Travellers or third parties for damages caused by the Traveller or which are attributable to him.

16.5 Checking the time of return

The Traveller must check the exact time of departure at least 24 hours before the scheduled departure of the return journey.

16.6 Formal health requirements

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

16.7 Measures by Travel Service Providers

Travel service providers may take all reasonable measures and require the cooperation of the Travellers, including to prevent and combat cooperation from Travellers, including to

prevent and combat disasters, 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 Passenger may be denied access to the Travel Service and access to it.

16.8 Use of materials

The Traveller must treat the materials provided with care. Upon receipt, the Traveller must check these items and report any defects immediately. The Traveller is liable for damage, loss or theft of the materials provided.

Article 17 – Complaints

17.1 Information

The Organiser will provide contact details for emergencies prior to the start of the Journey.

17.2 Reporting on site

If the Traveller believes that the trip is not being properly carried out, he must immediately report the problem or defect to the relevant Travel Service Provider immediately so that the latter can offer a solution. If the Organiser's tour guide is on site, the complaint must also be reported to the tour guide immediately. If there is no tour guide at the location, the complaint must also be reported to the Organiser. This report can be made by WhatsApp, SMS text message, telephone or on working days during office hours (9-17h) also by e-mail.

17.3 Communication costs

The Passenger must limit any communication costs by, among other things, making use of telephone calls via the Internet, WhatsApp and e-mail.

17.4 Reporting unresolved complaints after return

All complaints which, according to the Traveller, have not been fully rectified or compensated during the Trip, must be submitted in writing to the Organiser within two months of the Trip, giving reasons.

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

Not reporting or not reporting in time, in accordance with the second paragraph [Reporting at the location] of this Article, may have an impact on the amount of the payment. It may affect the amount of any possible compensation, unless the interests of the Organiser are affected by the late complaint. Complaints that are not received in time after return will not be considered, unless this is unreasonable in the circumstances of the case.

Article 18 - Other provisions

18.1 Rights of third parties

Subordinates, auxiliary persons and other third parties involved in the implementation of the Agreement may invoke the provisions of the Agreement and these Conditions (including the liability exclusions).

18.2 Replacement provisions

If mandatory law prevents the validity of a provision in these Conditions, or If a provision is annulled, that provision which approaches the original intention as closely as possible in terms of content and scope.

18.3 Applicable law

The offer, the Agreement and the performance of the Agreement shall be governed exclusively by Dutch law, unless this is in conflict with mandatory law. If the consumer resides outside the Netherlands at the time of the booking, the following applies:

Despite the choice of law, the consumer is entitled to the protection of the Dutch law.

Notwithstanding the choice of law, the following applies

- the Organiser directed the commercial activities for the agreed trip to the country where the consumer is domiciled, and
- the agreed Travel Services are partly or entirely provided in that country.

18.4 Competent court

The court within whose jurisdiction the registered office of the Organiser is situated is exclusively competent to take cognisance of disputes concerning the Agreement and anything related to it, unless this is contrary to mandatory law. In addition, the Organiser is permitted to to summon the Traveller to appear in court at his/her place of residence.