

# Article 1 – Definitions

**Organizer:** Soul Kitchen Safari B.V., registered with the Dutch Chamber of Commerce under number 67905463 (trade name: Botswana Specialist).

**Traveler:** any person who wishes to enter into an agreement with the Organizer regarding a Trip, and any person entitled to travel under such an agreement.

**Travel Service:** services included in the Trip, such as transport, car rental, accommodation, and excursions.

**Service Provider:** any provider carrying out a component of the Trip, such as accommodation providers, transport companies, or external guides.

**Agreement:** the agreement concerning the booked Trip, including these Terms and Conditions.

**Written:** in writing or via electronic means, including email.

**Terms:** these general terms and conditions.

**Package Trip:** a package trip as defined by law.

**Trip:** a Package Trip, or if these Terms are declared applicable, a single Travel Service.

## Article 2 – Applicability

### 2.1 Package Trips

These Terms apply to all Package Trips offered or agreed upon by the Organizer.

### 2.2 Travel Services

These Terms may also apply to Travel Services that do not constitute a package trip. In such cases, Title 7a of Book 7 of the Dutch Civil Code (regarding package travel agreements) does not apply. These services are not protected against insolvency of the Organizer, unless explicitly stated in the offer which party provides coverage according to the applicable guarantee or insurance conditions.

### 2.3 Deviating or Additional Conditions

Any deviations or additional conditions must be agreed upon in writing and take precedence over these Terms.

## Article 3 – Formation of the Agreement

### 3.1 Offer Contents

The offered Trip includes only the services explicitly described in the Organizer's offer and publications. Information in Service Providers' publications is not part of the offer, even if linked in the Organizer's materials. Travel duration is indicated in full days, with departure and arrival days counted as full days.

### 3.2 Non-binding Offer

The Organizer's offer is non-binding and may be withdrawn by 17:00 on the next business day after acceptance.

### 3.3 Booking

The Agreement is formed once the Traveler accepts the Organizer's offer, subject to availability. If a Trip is booked within 14 days of departure, it is not a non-binding request but a confirmed booking that cannot be canceled free of charge. In this case, the Traveler owes the full Trip price (see Article 9.2 on cancellation fees).

### 3.4 Obvious Errors

Obvious errors in the offer are not binding on the Organizer. Travelers should verify if in doubt.

### **3.5 Preferences**

No rights can be derived from Traveler preferences unless confirmed in writing by the Organizer. Simply mentioning a preference on travel documents or a booking confirmation is insufficient.

### **3.6 Special Requirements**

If the Traveler provides medical or other critical requirements at booking, the Organizer will assess if they can be accommodated. If not, the Agreement will not be formed. Price adjustments may apply.

### **3.7 Booking Confirmation**

The Organizer sends a confirmation after verifying availability.

### **3.8 Cancellation by Traveler**

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

### **3.9 Minors**

Travelers must be of legal age.

### **3.10 Booking for Others & Communication**

Travelers booking for others are jointly and severally liable for obligations arising from the booking. Only the booking Traveler receives confirmations, invoices, and documents. The booking Traveler must inform the other Travelers of these Terms and any relevant information and indemnify the Organizer for any damages arising from failure to do so.

## **Article 4 – Information Provided by Organizer**

### **4.1 Trip Price**

Prices are per person unless otherwise stated.

### **4.2 Booking Information**

At booking or shortly thereafter, the Organizer provides the Agreement, accepted preferences, and information tailored to Dutch travelers regarding necessary travel documents (passport, visas) and health requirements.

### **4.3 Travel Documents**

Travelers must possess all required documents (passport, visas, vaccination certificates, etc.) during the Trip. Travelers are responsible for checking official sources to ensure documents are complete and current. Costs arising from missing documents are the Traveler's responsibility.

### **4.4 Travel Documents Delivery**

Travel documents (tickets, vouchers, etc.) are sent no later than 7 days before departure, unless the invoice has not been fully paid. If documents are not received 5 days before departure, the Traveler must notify the Organizer immediately.

### **4.5 Insurance Information**

The Organizer advises Travelers to obtain cancellation and travel insurance and may require it if notified before booking.

### **4.6 Transport Conditions**

Airline bookings are subject to the airline's terms and conditions.

Car, camper, or motorhome rentals are subject to the rental company's terms and conditions.

# Article 5 – Information Provided by Traveler

## 5.1 Relevant Information

Travelers must provide all relevant information, particularly relating to health or safety. Incorrect or incomplete information may result in exclusion from participation, with cancellation fees as per Article 9.2.

## 5.2 Reduced Mobility, Pregnancy, Illness

Travelers with reduced mobility, pregnant women, or those with medical conditions affecting travel must inform the Organizer at booking or as soon as possible. Verification with transport providers may be required.

# Article 6 – Payment

## 6.1 Deposit

The deposit must be paid immediately upon receiving the invoice. Exceptions apply for certain lodges (see original percentages). After payment, the booking is final.

## 6.2 Remaining Balance

The balance is due 60 days before departure. For bookings within 60 days, full payment is required immediately.

## 6.3 Default and Interest

Late payment incurs statutory interest without further notice.

## 6.4 Collection Costs

The Traveler pays extrajudicial collection costs, calculated as: 15% up to €2,500, 10% for the next €2,500, 5% for the next €5,000, and 1% thereafter.

## 6.5 Further Consequences

Unpaid Travelers may have travel documents withheld or be excluded from participation. Payment obligations remain.

# Article 7 – Assignment to Another Traveler

## 7.1 Conditions

Trips can be transferred to another person if allowed by service providers. Airline tickets may require new tickets at Traveler's cost. Requests must be submitted at least 7 days before departure.

## 7.2 Liability and Costs

Both the original Traveler and the replacement are jointly liable for payments and additional costs, including modification fees.

# Article 8 – Changes at Traveler's Request

## 8.1 Modifications

The Organizer may approve changes but is not obliged. Additional costs or refunds are applied accordingly.

## 8.2 Departure Date Changes

Changing the departure date generally constitutes cancellation and a new booking, with Article 9 cancellation fees applying.

# Article 9 – Cancellation by Traveler

## 9.1 Notice

Cancellations must be in writing; the received date determines timing.

## 9.2 Cancellation Fees

Fees are applied per person:

20% immediately after confirmation

50% if canceled 46–65 days prior

100% if canceled 45 days or less prior

Exceptions apply for certain lodges and subcontractors.

## 9.3 Reduction in Travelers

Cancellation fees apply as standard or proportional to saved costs.

## 9.4 Post-Rescheduling Cancellations

Fees are based on the date of the original booking as if cancellation occurred then.

## 9.5 Courtesy Travel Credits

Travel credits must be used within 1 year; new trips must start within 2 years. Credits are non-transferable and tied to the original Traveler.

# Article 10 – Price Changes

## 10.1 Increase

The Organizer may increase the price up to 20 days before departure due to fuel, taxes, or currency fluctuations.

## 10.2 Traveler Termination

If the increase exceeds 8%, the Traveler may terminate and receive a refund.

## 10.3 Decrease

Price decreases are partially offset by €30 administrative fees.

# Article 11 – Changes by Organizer

## 11.1 Minor Changes

The Organizer may make minor adjustments before departure.

## 11.2 Significant Changes

Major changes, including alternative Trips, allow the Traveler to accept or terminate without cancellation fees. Payment is refunded if terminated.

# Article 12 – Cancellation by Organizer

## 12.1 Minimum Numbers

Trips may be canceled if minimum participant numbers are not met, with notification depending on Trip length (20 days, 7 days, or 48 hours).

## 12.2 Force Majeure

The Organizer may cancel due to unavoidable extraordinary circumstances.

## 12.3 Refunds Only

Received payments are refunded; no compensation for additional costs incurred by Traveler.

#### **12.4 Cancellation by Traveler's Fault**

Incorrect or incomplete information may result in cancellation with applicable fees.

## **Article 13 – Responsibility & Deficiencies**

#### **13.1 Proper Execution**

The Organizer is responsible for agreed services, even if provided by subcontractors.

#### **13.2 Changes in Itinerary or Times**

Travelers will be informed of changes via the contact info provided.

#### **13.3–13.5 Complaints and Compensation**

Travelers must notify issues immediately; the Organizer will attempt to remedy them or offer appropriate alternatives. No compensation if deficiency is caused by the Traveler.

## **Article 14 – Assistance**

#### **14.1 Mandatory Assistance**

Organizer provides help in emergencies, including medical and consular guidance.

#### **14.2 Costs**

Charges may apply if issues are caused by Traveler's negligence.

## **Article 15 – Liability & Force Majeure**

#### **15.1 Attribution & Force Majeure**

No compensation for deficiencies caused by the Traveler, unrelated third parties, or unavoidable extraordinary circumstances.

#### **15.2 Liability Limitation**

Liability is limited to three times the Trip price unless due to death, personal injury, or intentional/neglectful actions.

#### **15.3 International/EU Conventions**

Liability is subject to applicable international treaties or EU regulations.

#### **15.4 Insured Damage**

Organizer is not liable for insured damages.

#### **15.5–15.7 Limitation Periods**

Claims expire two years after the Trip, with rights lapsing three years after Trip start. No double compensation.

## **Article 16 – Traveler Obligations**

#### **16.1 Behavior and Instructions**

Travelers must act reasonably and follow instructions.

#### **16.2–16.4 Consequences and Liability**

Noncompliance may lead to exclusion without refund; Travelers indemnify the Organizer.

#### **16.5 Return Travel Verification**

Confirm return time 24 hours before departure.

#### **16.6 Health Requirements**

Travelers must comply with health regulations in destination and transit countries.

### **16.7 Provider Measures**

Travelers must cooperate with safety measures.

### **16.8 Use of Materials**

Travelers are responsible for any damage, loss, or theft of provided materials.

## **Article 17 – Complaints**

### **17.1–17.5 Reporting**

Travelers must report issues immediately. Complaints not resolved during the Trip must be submitted within two months in writing. Late or non-reporting may affect compensation.

## **Article 18 – Other Provisions**

### **18.1 Third-party Rights**

Subcontractors and helpers may invoke these Terms against the Traveler.

### **18.2 Replacement Provisions**

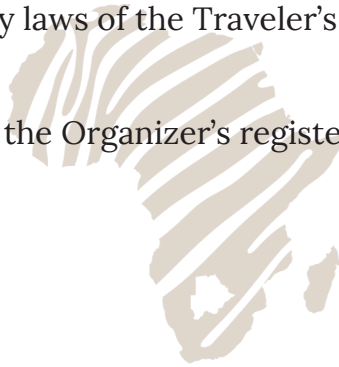
Invalid clauses are replaced by valid ones reflecting the original intent.

### **18.3 Governing Law**

Dutch law applies, unless mandatory laws of the Traveler's country provide additional protection.

### **18.4 Competent Court**

Disputes are subject to the court of the Organizer's registered office unless mandatory law provides otherwise.



**BOTSWANA**  
SPECIALIST