



KlipCo Tours & Safaris

Harley-Davidson Offroad Motorcycles Adventures

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Terms & Conditions

1. Conclusion of Travel Agreement,

By booking a tour the client offers and binds himself to enter into a Travel Agreement with the Tour Operator. The booking may be done verbally or via the telephone but must be confirmed in writing. The Agreement shall take effect upon acceptance (confirmation) by Klipco Tours and Safaris- Namibia. In the event of the tour confirmation containing any conditions deviating from the booking to such an extent as may not be reasonably acceptable to the Client, he shall be entitled within 10 days to expressly state his non-acceptance thereof and such non-acceptance failing, the tour confirmation shall become binding. The Tour Operator undertakes to specifically draw the Client's attention to such consequence when confirming the booking. The tour confirmation shall be applicable to all persons on whose behalf the Client has made reservations. The client shall be responsible for all persons so booked by him complying with all terms and conditions stipulated in the agreement.

2. Deposit and Payment:

Upon receipt of the tour confirmation a deposit of 50% of the total tour charges shall become payable, the balance being due and payable by not later than 1 months prior to departure date. Unless otherwise arranged and agreed upon in writing by both parties. Banking details will be forwarded after final acceptance of itinerary and quotation.

3. Tour Charges:

Klipco Tours and Safaris- Namibia undertakes to expressly confirm these for each and every tour upon a relevant booking being received. The prices quoted shall, however, be subject at any given time to change in tariffs and/or exchange rate fluctuations. The rates charged are further subject to General Sales Tax regulations and also fuel prices, which might be contributing factors for increases from time to time.

4. Services:

The travel services offered shall be in accordance with those contained in the description of Services made available by Klipco Tours and Safaris- Namibia, read with the details reflected in the tour confirmation. Any additional arrangement exceeding the services agreed upon are subject to specific confirmation on the part of Klipco Tours and Safaris- Namibia.

5. Changes to and Re-Routing of Trips:

Klipco Tours and Safaris- Namibia, reserves the right to make any changes in travel arrangements and/or to re-route any of the tours as circumstances might require, or to make available equivalent alternative services. Klipco Tours and Safaris- Namibia further reserves the right of turning down and/or accepting any prospective clients without having to give any reasons, therefore. The company runs 8-Harley-Davidson Pan American Offroad Motorcycles and 3-5-seater 4x4 vehicles and reserves the right to make use of whatever vehicles it may consider appropriate to the number of passengers in any given tour group. All vehicles are fully air-conditioned.

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6. Tour Cancellation by Client:

The Client shall have the right at any time prior to departure date to withdraw from the Agreement provided his cancellation in writing reaches Klipco Tours and Safaris- Namibia. In the event of the client so withdrawing from the Travel Agreement, or his failing to embark on the trip without having cancelled same, then Klipco Tours and Safaris- Namibia shall be entitled to claim adequate compensation, taking into account any credits which may come about in respect of services not taken up, and/or earnings which may be derived from alternative use of such services.

In this regard, the following rates expressed, as percentage shall apply: Up to 60 days prior to arrival: 30% of total tour price will be forfeited, 59 to 30 days prior to arrival: 50% of total tour price will be forfeited, 29 to zero days: 100% of total tour price will be forfeited. In case of death, 70% of total amount paid will be refunded on presentation of a death certificate. Refunds will be done from 3 months after the of date of any cancellation.

The final claim for compensation in each individual case shall be determined by the amount of expenses which may have been saved, and/or the amount of earnings which may have been derived through alternative use of the services in question. Such claims will, however, under no circumstances be in excess of the respective percentages quoted above.

Up to the time of departure, any one of the visitors booked on a tour may apply to be substituted by another person, provided Klipco Tours and Safaris- Namibia gets notified thereof in good time. The Tour Operator shall in any event be entitled to object to such substitute client if the latter fails to meet the requirements necessary for the trip concerned, or that he does not comply with prevailing laws and/or official regulations.

7. Services not taken up:

In the event of the Client not making use of any one or more of the services paid for dues to premature departure or for any other valid reason, the Tour Operator shall endeavor to obtain a refund of costs from the respective establishments. Such undertaking shall not have to be implemented where services of a minor nature are concerned, or if such refund would be contrary to legal requirements of official regulations of any kind.

8. Responsibility:

Klipco Tours and Safaris- Namibia enjoys comprehensive insurance cover by way of comprehensive and third-party insurance policies under which passengers are covered as well. Klipco Tours and Safaris- Namibia as well as any travel agencies doing business with the said Company merely act as agents for passengers at all times, and thus cannot be held liable for any delays, losses or damages incurred for any reason whatsoever. All tours booked and undertaken are subject to the terms and conditions imposed by airlines, hotels, restaurants, and any other establishments, companies, or individuals.

All agreements entered into shall be subject to the express condition that neither Klipco Tours and Safaris- Namibia nor any of its employees or agents will be held liable for any loss, damages, injuries, delay, or any other inconvenience a Clients may experience to either his person or his belongings and whether caused through negligence on the Company's part or that of its employees and/or its agents or any other person(s) acting on its behalf, or through any other circumstances whatsoever.

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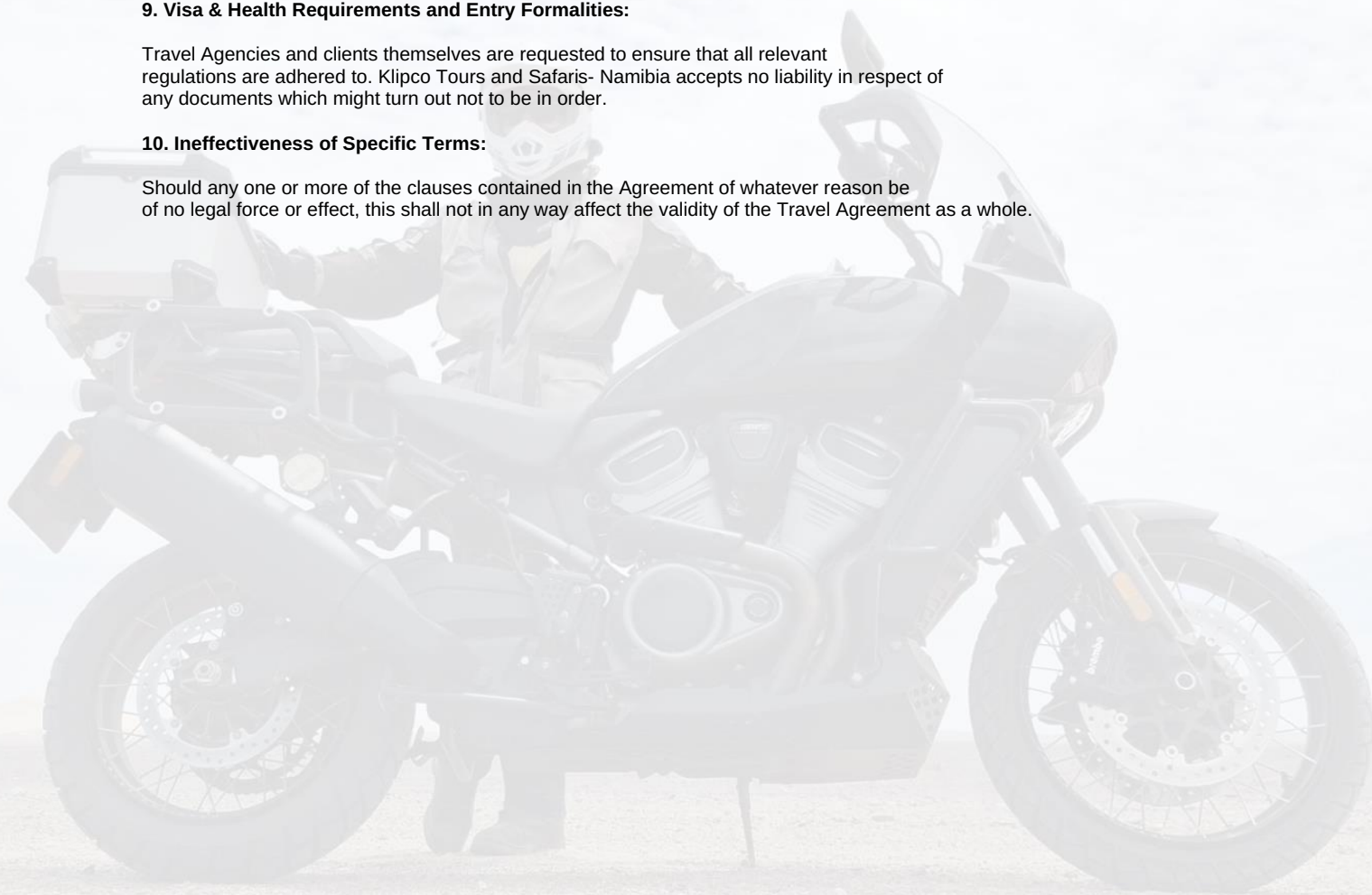
Any of the tours whether scheduled or unscheduled, as also any rental arrangements, travel routes, travel arrangements, hotel accommodation, etc., shall be subject to change or cancellation without notice, if and when the Company of whatever reason and in its entire discretion should deem this appropriate, advisable or necessary, more particularly also in regard to the services and/or circumstances or any of the business partners of Klipco Tours and Safaris- Namibia, such as hotels, restaurants, transport companies and the like.

9. Visa & Health Requirements and Entry Formalities:

Travel Agencies and clients themselves are requested to ensure that all relevant regulations are adhered to. Klipco Tours and Safaris- Namibia accepts no liability in respect of any documents which might turn out not to be in order.

10. Ineffectiveness of Specific Terms:

Should any one or more of the clauses contained in the Agreement of whatever reason be of no legal force or effect, this shall not in any way affect the validity of the Travel Agreement as a whole.



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