



Terms & Conditions for Tracks Adventure Safaris and Lodge (Pty) Ltd

1. Definitions

In this document, the following terms shall have the meanings set out below:

- "We," "Us," or "Our" refers to Tracks Adventure Safaris and Lodge (Pty) Ltd, including any agents, guides, or subcontractors we appoint.
- "You" or "Your" refers to the client booking our services and, where applicable, every individual within a booked group.
- "Safari" refers to any tour, safari, accommodation, conference, or related service we advertise or operate.
- "Group" refers to two or more persons booked together for a safari.

2. Your Responsibilities & Conduct

You agree to:

- Protect the environment by not littering, picking flora, using prohibited soaps or insecticides in rivers, or smoking where prohibited.
- Act quietly and respectfully towards other clients and wildlife.
- Follow all instructions from our staff and guides, including staying seated in moving vehicles, not leaving designated safe areas, and adhering to all safety protocols regarding fire, sun, and wildlife.
- Ensure your baggage does not contain flammable, hazardous, or dangerous items. We reserve the right to refuse to transport any baggage at our discretion. For fly-in safaris, baggage is limited to one soft bag (including camera bags) not exceeding 20kg. Additional space may be available with 14 days' advance notice and payment.

3. Health, Documentation & Risks

You warrant that you are in good health and fit to undertake the safari. You are solely responsible for obtaining all required travel documents, visas, vaccinations, and complying with all health regulations.

You fully acknowledge that our safaris involve inherent risks and dangers, including but not limited to:

- Encounters with dangerous wildlife (e.g., lions, elephants, hippos, snakes).
- Exposure to diseases like malaria and bilharzia.
- Risks of sunburn, heat exhaustion, and physical injury.
- Potential vehicle breakdowns or extreme conditions requiring passenger assistance.

By booking, you voluntarily assume all these inherent risks.

4. Limitation of Liability

To the fullest extent permitted by law:

- We shall not be liable for any injury, loss, damage, delay, or expense incurred during the safari, whether caused by our negligence, omissions, or any other reason.
- All baggage and personal items are carried at your own risk.
- While we strive to provide services as planned, we are not liable for refunds or damages if any transport, accommodation, or other facility becomes unavailable.
- These liability limitations also protect our employees, agents, and representatives.

5. Insurance

Travel insurance is mandatory for all clients. It is your responsibility to secure comprehensive insurance covering cancellation, medical emergencies, personal injury, and loss of belongings. We are not liable for any disputes you may have with your insurer.

6. Your Indemnity

You agree to indemnify and hold us harmless against any claims made against us by your dependents or group members, and for any loss we suffer due to your actions or omissions. You also agree to sign any additional indemnities required by parks, museums, or border authorities.

7. Use of Images

We reserve the right to use any photographs or film taken during the safari for publicity and promotional purposes, without payment or further permission.

8. Bookings & Payment

- A 25% deposit is required within 14 days of booking confirmation to secure your reservation.
- A binding contract is formed only when we issue a confirmation invoice.
- All payments must be made in full, without deduction, in acceptable currencies. Late payments will incur interest at 2% per month.
- We accept bank transfers (EFT/SWIFT), Visa, and Mastercard. Credit card payments incur a 3.5% service fee.
- Making a payment constitutes acceptance of these Terms and Conditions.

9. Changes, Delays & Early Termination

- If you choose to leave the safari early for any reason, you are responsible for all subsequent travel costs.
- Itineraries are subject to change due to factors beyond our control (e.g., weather, road conditions, mechanical issues). We will not provide refunds for missed activities, though we will make reasonable efforts to provide alternatives.
- In case of significant delays, we will provide the vehicle and crew services, but all other costs (meals, alternative accommodation, flights) are your responsibility.

10. Cancellation & Refunds

Cancellations must be submitted in writing and are effective upon our receipt. Refunds will be issued as follows:

- More than 60 days before departure: Deposit is forfeited; any additional monies paid are refunded.
- 31-60 days before departure: 50% of the full safari fee is refunded.
- 15-30 days before departure: 25% of the full safari fee is refunded.
- Within 14 days of departure: No refund will be provided.

Your mandatory travel insurance is intended to cover cancellation costs for valid medical or emergency reasons.

11. Breach of Contract

If you breach these terms or become a nuisance, we may terminate your safari. In this event, you must make your own travel arrangements from the point of termination, and no refund will be given.

12. General Provisions

- These terms constitute the entire agreement between us.
- No amendment is valid unless in writing and signed by us.
- Our failure to enforce a right does not waive our right to do so later.
- Any disputes shall be governed by the laws of the Republic of Botswana.

13. Single Travellers

To accommodate solo travellers, we waive the single supplement fee for the first three single clients who book a safari. Subsequent single bookings will incur a supplement. We may require two individuals of the same sex to share accommodation, waiving the supplement. A 25% single supplement will apply if a later-booking client insists on private accommodation.