

RITTER SAFARI ADVENTURES

TRAVEL AGREEMENT

TERMS AND CONDITIONS

Entered into by and between:

Ritter Safari Adventures CC
249 Noord Street, Omaruru, Namibia
P.O.Box: 376, Omaruru, Namibia
email: info@rittersafaris.com

(herein after referred to as “the Agent”)

And

Name: _____

Address: _____

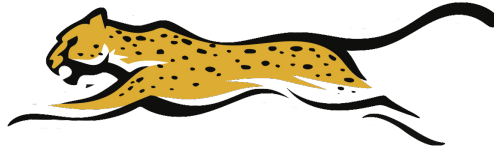
Country: _____

Email: _____

Cell: _____

(herein after referred to as “the Client”)

We look forward to the opportunity to act as your booking agent for your travel and accommodation needs. These terms and conditions describe what you are entitled to expect from us when you purchase travel related services through us, in addition to your obligations as a customer.



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1. THE AGREEMENT

1.1 By booking the client's travel and/or accommodation ("travel services") with us or via our website, the client is agreeing to be bound by the terms of this Agreement.

1.2 Ritter Safari Adventures CC is acting as intermediary or a "Booking Agent / Tour facilitator" for products and services that are not directly supplied by us (e.g., ground transportation, accommodations, meals, tours, cruises, scenic flights, shuttle flights, etc.). We are not a co-vendor of such products and services.

1.3 The agent's role as an intermediary, in relation to the client's travel services, is limited to facilitating the client's booking(s) and arranging payments and refunds as applicable.

2. BOOKING

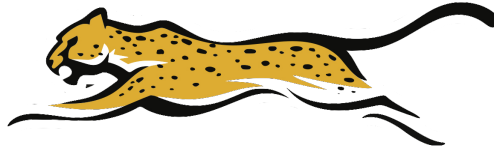
2.1 Booking(s) means a reservation which is done by the Client or the Client's travel agency which make the necessary arrangements for or on behalf of Clients with the agent.

2.2 Acknowledgement of the client's booking request will be sent via e-mail within 2 (two) business days of the client's request being received.

2.3 Price quotes for bookings quotes will be done in Namibia (N\$). The price quoted will be payable in N\$ dollars.

2.4 Bookings will be confirmed with suppliers only after signature of this Agreement and payment of the required deposit.

2.5 Booking confirmations, itinerary, schedules and/or other documents will be provided to the client only after full and final payment has been received .



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3. DEPOSITS AND PAYMENTS

3.1 Subject to paragraph 5 below, a deposit of 25% on the total amount payable, of which 15% is non-refundable is required for purposes of reserving or securing the client's booking(s).

3.2 The remaining balance shall subsequently be payable within 60 days prior to date of arrival.

3.3 Interest shall be charged on any late payment and/or the balance due at the rate of 20% per annum from date of payment due until date of final payment.

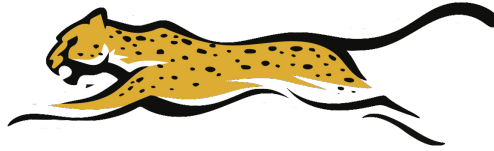
3.4 All payments shall be payable in Namibian Dollars NAD free of any bank charges into the following bank account of Ritter Safari Adventures CC:

Namibian Account

First National Bank

Account Details will be provided at a later stage.

3.5 ALL costs incurred for any payments made to Ritter Safari Adventures CC and their Bank accounts are to be carried solely by the client. The Agent will not be held liable for any costs, bank fees, forex fees, etc. The Agent will also not be held liable for any lost payments. It is the clients responsibility to ensure he/ she is paying to the correct bank accounts and notifies the Agent immediately after making the payment. The Agent reserves the right to cancel the services booked on behalf of the client at any point should the client fail to adhere to these terms.



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4. CANCELLATION CHARGES

4.1 Cancellation must be made in writing. Upon receipt of the written notification, the agent will confirm receipt thereof in which such date will subsequently determine the cancellation fees and the costs expressed as a percentage of the full costs as follows:

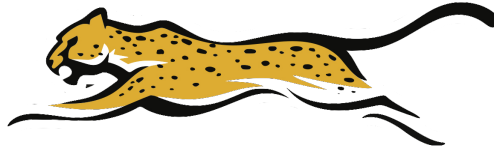
- a) More than 60 days' notice: Cancellation Fees as charged by suppliers plus 15% non-refundable deposit;
- b) Less than 14-days' notice: 100% of total amount paid;
- c) Cancellation due to late payment: cancellation fees as charged by suppliers and deposit forfeited.

5. CORONA POLICY ON INTERNATIONAL TRAVELS

5.1 In the event that a client is unable to travel due to travel bans or quarantine regulations as a result of COVID – 19, documentary proof must be provided.

5.2 Only after such proof as mentioned in paragraph 5.1 above has been provided and considered, such client shall subsequently be refunded according to the following scale:

TIME PERIOD	TOTAL AMOUNT REPAYABLE
1. Upon payment of deposit	10% of total amount
2. Between 60 days and 30 days prior to arrival	80% of total amount paid
3. After 30 days prior to arrival	10% of total amount paid



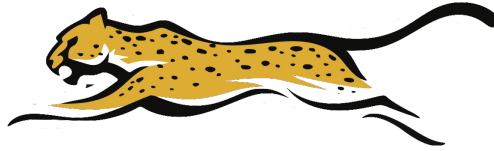
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6. FEES

6.1 The client herewith acknowledge that the agent will raise fees for the administration and facilitation of the client's booking(s) and travel services through the agent and for the services rendered by the agent to the client, which will be part of the total costs of booking(s).

6.2 The agent may also receive commission, consideration fees, charges or brokerages from suppliers or other third parties in respect of the intermediary services rendered from transactions entered into with such the supplier or third party.

6.3 The client will carry any and all bank, forex, payment, credit card fees for any and all payments made to the Agent. The Agent will not be held liable for any banking fees incurred and reserves the right to cancel the services booked on behalf of the client at any point should the client fail to adhere to these terms.



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7. AMENDMENT AND CANCELLATION BY THE AGENT

7.1 The agent reserves its right to make 'minor' changes (e.g. places of accommodation, route changes) to the booking(s) itinerary and will notify to the Client, as long as changes offered are of equal or similar standard/value. All booking(s) and accommodation offered is subject to availability unless otherwise stated.

7.2 The agent reserves the right to change any booking(s) itinerary due to unforeseen circumstances (e.g. airlines not running on schedule, road conditions, weather, mechanical breakdown, accidents and political instability) beyond its control .

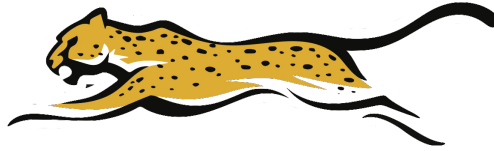
7.3 All quotes are based on information provided by suppliers and calculated at the present known exchange rate and fuel prices. Should the rate and/or price increase more than 3%, the agent reserves the sole right to make any necessary adjustments to the costs.

7.4 The agent may cancel this Agreement due to late payment and should the agent have to cancel for some reason other than failure to pay on the Client's part, the agent will offer the Client a choice of other booking(s) (subject to the difference being paid by the Client should the prices be more expensive or receiving a refund if it is cheaper) or receiving a full refund of monies paid to us.

8. FORCE MAJEURE

8.1 Very rarely, the agent may be forced to stop or shorten the Client's travel arrangements after departure where a 'force majeure' arises. In this situation, the agent is not liable to make any refunds, pay any compensation or be responsible for any costs or expenses incurred by the Client.

8.2 The agent cannot accept liability or pay any compensation where the performance or prompt performance of its contractual obligations is prevented or affected by reasons or circumstances amounting to 'force majeure'. This includes any event which, even with all due care, are not foreseen or could be avoided such as, for example, war or threat of war, civil strife, natural or nuclear disaster, industrial dispute, terrorist activity, adverse weather conditions, fire and all similar events .



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9. STANDARDS OF EXPECTATIONS

Standards in certain overseas countries, restaurants, bars and accommodation on tour are often quite different to those in third world countries. The client should expect the relative 'norm' found in the client's country of destination, often best explained in the many good travel guides at bookshops. There can be no monetary compensation in the case of such scenarios or disappointments.

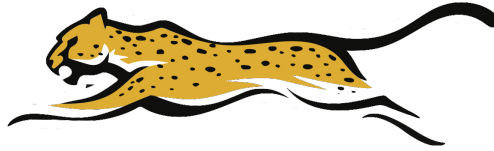
10. CHARTER FLIGHTS

10.1 Includes:

Aircraft Hire & Fuel, Pilot Fees, Landing Fees, Cross -Border Charges, (applicable to all quoted outside Namibia), per person Passenger Taxes, Pilot Accommodation and Meals where indicated.

10.2 Excludes:

Any costs, which may occur as a result of having to divert to an alternate airfield, due to adverse weather, or for reasons that may affect the safety of the aircraft and its occupants or costs incurred by route extensions done by clients or their agents during the course of travel. The extended flight will be payable in full before, or on the last day that they are accompanied by the agent. If routes are reduced during the course of travel, the price remains as per the original booking(s).



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10.3 General Conditions:

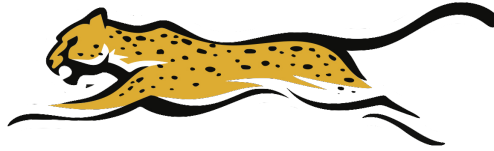
- a) Quotes are applicable to the flight(s) requested and is subject to aircraft availability as well as unforeseen increases in the cost of fuel and landing fees. We reserve the right to adjust our quotation immediately should the present government levies or fuel prices increase.
- b) The aircraft and aircrew are scheduled to remain with the group as requested. If, however, we need to conduct additional flights during this period, clients will be dropped off and collected as arranged.
- c) In the event that a crew member is unable to avail him/herself of overnight accommodation for any reason whatsoever, the agent will not be liable for the payment of any refund on said accommodation.
- d) The agent reserves the right to utilise any aircraft for the flight quoted and to combine any preceding or subsequent flight with the flight so quoted, utilising the same or any combination of aircraft.

10.4 Weight and Luggage Restrictions:

- a) The standard allowable average is 10 - 20 kg luggage per person. Please note that this allowance may vary and be amended in accordance with a passenger's actual weight. Clients will be asked to provide their body weight and that of their luggage.
- b) No single item of luggage may exceed the following measurements: Length: 62cm (24 inches); Width: 25cm (10 inches); Height: 30cm (12inches). This includes hand-luggage and camera equipment.

10.5. Only Soft Bags Are Permitted:

No rigid structures, including but not limited to, frames, tools, wheels etc. are allowed.



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11. COMPLAINTS

11.1 Should it come about that the client encounters concerns during his/her journey, the client must immediately discuss such concerns with the relevant supplier.

11.2 The agent shall only be permitted to intervene and investigate into such matters where the supplier is unable to satisfy the client's immediate concerns.

11.3 However, the agent must be notified in a timely manner in order to attend to the matter as soon as possible (The client must bear in mind that, should any concerns arise during his/her journey, his/her rights in terms of this agreement may be affected).

11.4 Should any problem remain unresolved during the client's journey, the client is obligated to provide the agent with a detailed letter of complaint within 10 days of the completion of the client's journey. No complaint will be entertained thereafter.

12. SPECIAL REQUEST

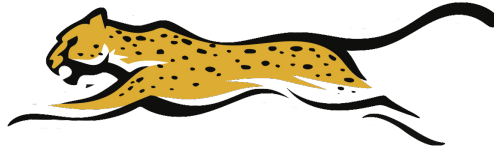
If the client has any special requests (such as dietary requirements) these must be noted with the client's booking(s). We shall do our best to meet the client's requirements, but we cannot guarantee that they will be provided.

13. PASSPORTS AND VISAS

Client and travel agents must ensure that passports and visas are valid for the countries visited. The agent shall not be held liable or responsible should a Client be refused entry into any country for any reason.

14. AUTHORITIES

Client must at all time strictly comply with the laws, customs and foreign exchange regulations of all countries visited.



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15. ACCIDENTS

While every precaution is taken to ensure the safety of all persons, the Client his/hers, heirs, dependants, agents, executors or their assignees, hereby irrevocably waive any rights they may have to claim, any form of compensation for any damages which the Client may suffer due to injury or death whilst on, or at any time after the journey, from the agent, save where such damages was caused by the gross negligence of the agent, its employees or authorised representatives. the agent shall not be responsible for the death or injury or loss, which might occur to such Client sustained from negligence of a supplier or third party.

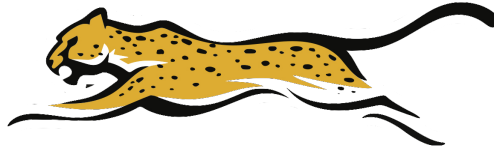
14. HEALTH

It is the client's obligation to ensure that he/she is medically fit and able to embark on the journey. The agent recommends that the client consult with his/her personal physician prior to traveling.

15. INSURANCE

15.1 We strongly recommend that the Client takes out adequate travel insurance for the duration of the Client's journey.

15.2 Ritter Safari Adventures CC has third-party legal liability insurance only in respect of the air transport service it provides, which is subject to the Carriage by Air 17 of 1946 ("the Act") and "Warsaw Convention".



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16. LIABILITY

16.1 The agent shall not be liable for direct, indirect, consequential or incidental damages including but not limited to lost profits or savings or damages in respect of dissatisfaction with the goods and/or services provided by suppliers or third parties, save where such damages were caused by the gross negligence of the agent, its employees or authorised representatives.

16.2 The agent shall not be held liable for any inconvenience caused or any expense, loss or damage incurred as a result of any unsuitability of booking(s)/services, save where such expense, loss or damage was caused by the gross negligence of the agent, its employees or authorised representatives.

16.3 The agent shall not be held liable where any failure in the booking(s)/services is due to circumstances beyond its control and in no way attributable to the gross negligence of the the agent, its employees or authorised representatives.

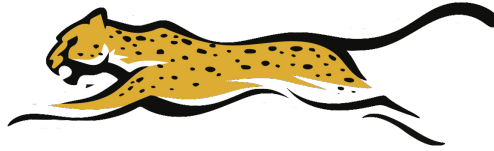
17. MEDIATION AND ARBITRATION

17.1 Should any dispute arise between the parties in connection with the interpretation or application of the provisions of this Agreement or its breach or termination of the validity of any documents furnished by the parties pursuant to the provisions of this Agreement, that dispute will, unless resolved amongst the parties, be referred to and be determined by mediation and/or arbitration in terms of this Clause.

17.2 The parties will select a mediation/arbitration company in Windhoek, Namibia to solve the matter when the time and need arises.

17.3 The decision of the arbitrator will be final and binding on the parties to the dispute and may be made an order of any court to whose jurisdiction the parties are subject at the instance of any of the parties to the dispute.

17.4 The parties are jointly and severally liable for the costs of mediation/arbitration, subject to the arbitrator's final award in favour of the successful party.



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18. DOMICILIUM AND NOTICES

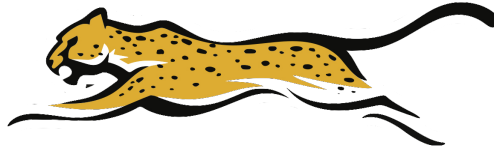
18.1 The Parties choose their domicilium citandi et executandi ("domicilium") for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from the Agreement (collectively "Notice") the addresses and contact details set out in the first page hereof.

18.2 A notice actually received by a party shall be regarded as adequate notice to it, notwithstanding that it was not sent to or delivered at its domicilium.

19. GOVERNING LAW AND JURISDICTION

19.1 This Agreement, its validity, construction and performance, and all rights, powers, authorities, obligations and liabilities of the Parties in terms of this Agreement, shall be construed in accordance with, and be governed in all respects by, the laws of Namibia.

19.2 The Parties submit to the jurisdiction of the High Court of Namibia in respect of any action or proceedings which may arise from this Agreement or its termination; provided that the agent shall be entitled in its sole discretion to bring proceedings in any other competent court having jurisdiction.



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20. GENERAL

20.1 This document constitutes the sole record of the Agreement between the Parties.

20.2 No Party shall be bound by any express or implied term, representation, warranty, undertaking or the like, not recorded in this Agreement.

20.3 No addition to, variation or consent to cancellation of this Agreement and no extension of time, waiver or realisation or suspension of any provisions or terms of this Agreement, shall be of any force or effect unless in writing and signed by or on behalf of all the Parties.

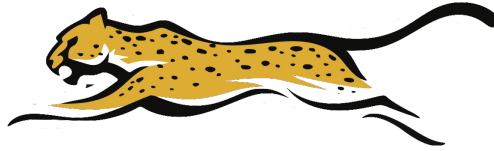
20.4 The rule of construction that, in the event of ambiguity, the Agreement shall be interpreted against the Party responsible for the drafting thereof, shall not apply in the interpretation of this Agreement.

20.5 Save as is specifically provided for in this Agreement, no Party shall be entitled to cede or delegate any of its rights or obligations under this Agreement without the prior written consent of the other Party effected by such transfer of rights or obligations, which consent may not unreasonably be withheld or delayed.

20.6 Each provision in this Agreement is severable from all others, notwithstanding the manner in which they may be linked together or grouped grammatically, and if in terms of any judgment or order, any provision, phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, the remaining provisions, phrases, sentences, paragraphs and clauses shall nevertheless continue to be of full force.

21. NON-VARIATION TO AGREEMENT AND/OR BOOKING(S)

21.1 This agreement comprises the complete agreement between the parties and no amendment, variation, alteration or addition to this agreement OR the booking(s), including this provision, shall be valid and binding unless reduced to writing and accepted by all parties at least 30 days prior to arrival date.



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22. COUNTERPARTS AND SIGNATURE

22.1 This Agreement may be executed in a number of counterparts including by acknowledging through a 'tick' on a form that the persons have read and accepted this Document and its terms and by paying for the services or products provided by the Agent and by different Parties hereto in separate counterparts each of which so executed shall be deemed an original and all of which then taken together shall constitute one and the same agreement.

22.2 The Parties record that it is not required for this Agreement to be valid and enforceable that a Party shall initial each pages of this Agreement and/or sign this Agreement or have its signature of this Agreement verified by a witness. By accepting the services and products delivered by the Agent and by paying for them either by deposit or by the full amount the client automatically accepts this Document and its validity.

22.3 The persons accepting this Agreement in a representative capacity warrant their authority to do so.

22.4 This Agreement is immediately validated by all parties the instance the client 'ticks' 'I have read and accepted Ritter Safari Adventures CC Travel Terms and Conditions' or for German clients 'Hier ankreuzen zur Bestätigung das Sie unsere **Vertragsbedingungen** gelesen und akzeptiert haben' on the welcoming letter issued to the person(s) booking a service offered by the Agent upon confirmation of the booking of such services.