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PO BOX 1185, MAUN, BOTSWANA | CALL/WHATSAPP: +26776511085 | +26773287633  
| [reservations@deltaseaadventures.com](mailto:reservations@deltaseaadventures.com) | [www.deltaseaadventures.com](http://www.deltaseaadventures.com)

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## TERMS AND CONDITIONS

Your booking with **Delta Sea Adventures** is made subject to the conditions and information detailed below. In these conditions Delta Sea Adventures shall mean Delta Sea Films PTY (LTD) trading as Delta Sea Adventures and “you” shall mean any person or body corporate that makes a reservation on any form of travel, service or accommodation and who by so doing confirms that they have read, understood and agree to be bound by these conditions.

### 1. Quotation and prices

All prices quoted to you by Delta Sea Adventures or its agent are based on accommodation during the trip or tour, activities included in the day-by-day itinerary and the rates of exchange prevailing at the time of quotation. Delta Sea Adventures expressly reserves the right to adjust its prices in accordance with accommodation and other increases in the tariffs and/or variations in currency fluctuations, which occur subsequent to your being given a quotation by Delta Sea Adventures or its agent.

### 2. Airport and Port Taxes

All quotations exclude airport and port taxes and levies if not specifically included.

### 3. Reservations

On making a reservation made less than 6 weeks prior to departure, you must pay the total amount of your reservation to Delta Sea Adventures before the reservation will be processed. When making a reservation more than 6 weeks prior to departure you must pay a non-refundable, non-transferable 45% of the total price and failure to do so will nullify this quotation. The full balance must be paid not later than 6 weeks prior to departure. In all cases Delta Sea Adventures reserves the right to cancel any reservation if the total price has not been paid to Delta Sea Adventures 6 weeks prior to departure, in which event all amounts paid by you to Delta Sea Adventures shall be forfeited and may be retained by Delta Sea Adventures as liquidated damages.

### 4. Amendments

Due to extra costs involved Delta Sea Adventures shall, in all cases, levy a \$15 amendment fee for each occasion that you wish to amend a confirmed quotation or reservation. The amendment shall always be requested on a subject of availability basis.

### 5. Delays and /or Cancellations

Delta Sea Adventures shall not be responsible for any delays and/or cancellations either prior to arrival, or during the course of any travel undertaken, whether caused by technical difficulties, strikes, weather or any other circumstance whatsoever, foreseen or unforeseen. You will be



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responsible for all expenses incurred relating to any unscheduled extensions e.g. (hotels, meals, flights, telephone calls, clothing, toiletries, etc.)

#### **6. Unused Service**

No refund will be considered for any unused services irrespective of whether they form part of the basic inclusive price, or whether they are in respect of pre-booked optional and /or additional arrangements.

#### **7. Hotels, Apartments, Lodges, Chalets, Permanent tents and Campsites**

Delta Sea Adventures reserves the right to change hotels, apartments, lodges, chalets, permanent tents and campsites to that of a similar grade, or better, even after departure or on arrival.

#### **8. Itinerary Variation**

While every effort is made to keep to published or quoted itineraries, Delta Sea Adventures reserves the right to make changes, if at its discretion, it considers it in your best interest that it do so or if unforeseen circumstances result in this becoming necessary. Any variation or change to any itinerary does not constitute grounds for you to claim a refund.

#### **9. Passports, Visas, Documentation**

You should have and obtain at your expense a valid passport, visa, re-entry permit, health documents, inoculations, and all requisite and correct documentation before arrival. Delta Sea Adventures shall not be responsible for any consequences whatsoever arising from your failure to comply with above requirements.

#### **10. Passport Numbers**

As exchange control requires that DELTA SEA ADVENTURES must advise the name and passport Number of all persons from whom it is making and receiving payments, you agree to provide Delta Sea Adventures with this information.

#### **11. Liabilities**

Delta Sea Adventures makes every effort to ensure that all arrangements and services connected with its travel programs will be carried out as specified in the most efficient and effective way possible. However as it does not have direct control over services provided by its suppliers, for whom it is acting in the capacity as agents, Delta Sea Adventures shall not be liable for changes, omissions or delays, before or during the course of any of the holidays, whether occasioned by technical difficulties, strikes, communication breakdowns, damage to personal belongings, discomfort or any other cause whatsoever. The indemnity document (which is copied below) and separately signed by the client forms part of the terms and conditions.



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“In my personal capacity and in my capacity as legal guardian of the following children, namely

Do hereby

1. warrant that I/we are fully aware of, understand and accept all the risks inherent in and associated with my/our proposed tour. I confirm that I am aware of the absence of protective fencing around camp sites and the fact that whilst the tour operator will exercise all reasonable safety precautions, the areas to be visited are the homes of Africa’s wild and dangerous animals.

2. Acknowledge that I/we are fully aware of the diseases and sicknesses existing in the areas to be traversed in my/our proposed tour and confirm that all necessary precautions have been taken to prevent and/or avoid infestation.

**AND FURTHERMORE**

In my above mentioned capacity/ies I hereby indemnify and hold harmless (Delta Sea Films Pty Ltd) trading as Delta Sea Adventures (which shall include all directors, members, employees, agents and representatives) (the tour operator) in respect of all and any claims of whatsoever nature, including but not limited to any claims for consequential damages, arising out of or as a consequence of my/our participation in the tour or any related activities, including but not limited to vehicle, boat and mokoro and canoe trips, regardless of whether such claims arise from the negligence of the tour operator or as a consequence of any risks, hazards and/or dangers encountered on such tour, and/or for the loss of or damage to any property, arising from any cause of whatsoever nature”

**12. Cancellations**

If for whatever reason you cancel a reservation you must do so in writing and you shall be liable to Delta Sea Adventures for cancellation charges, levied and payable as below:

Period of cancellation: Amount forfeited:

8 weeks or more prior to departure 40% of total price

7 weeks prior to departure 50% of total price

6 weeks prior to departure 60% of total price

5 weeks prior to departure 70% of total price

less than 4 weeks prior to departure 100% of total price

If you miss any departures or fail to leave when scheduled, no portion of the price is refundable.

**13. Prices not include**



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Prices do not include any items not specified as being inclusive. Transfers between airports, hotels as well as entertainment, sports, meals and beverages are not included, unless specified as inclusive. Telephone calls and all other items of personal nature are excluded.

#### **14. Special Requests**

Please specify any special requests you may have when you make your booking. Delta Sea Adventures will make every effort to comply with special requests but shall not be liable if special requests are not met.

#### **15. Responsibility Clause**

Delta Sea Adventures shall not be responsible for any loss, damage, injury, accident, medical expenses, illness, death, delay or any other irregularity that may be occasioned by any defect in any vehicle, or other form of conveyance, or other form of equipment, or by error or default of any body corporate or ground operator or person engaged in conveying you and in carrying out travel arrangements for you, or otherwise in connection therewith, or from whatsoever cause. You also agree that Delta Sea Adventures shall in addition not be liable to you for consequential or damages you may suffer.

#### **16. Information on Hotels, Apartments, Lodges, Chalets, Resorts and Campsite facilities and equipment**

Delta Sea Adventures seeks written information from all hotels, apartments, chalets, resorts and camping sites that all of the information, facilities and the grading it provides are accurately and truthfully represented in Delta Sea Adventures brochures, on websites and/or advertising. As a result, if you make a claim of poor standards of service, non-availability of services and/or misrepresentation, you agree that your claim shall be made to the abovementioned and not against Delta Sea Adventures. All information Delta Sea Adventures might have given you is accurately compiled and re-confirmed before arrival. It is however possible that by the time you read the information provided by Delta Sea Adventures that the information, rates and offers contained in it may have varied or no longer is applicable.

#### **17. Accommodation facilities**

Except where it is stipulated to the contrary, you will be accommodated in standard facilities and rooms as confirmed in the itinerary. If you would like to be accommodated in any other type of facility or room (if available at that time) an additional charge shall apply.

#### **18. Itinerary Cancellations**



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Delta Sea Adventures reserves the right to cancel any reservation prior to arrival, in which event you will be refunded the entire amount paid by you without prejudice and without any further obligation or any further liability to you by Delta Sea Adventures.

**19. Legal Costs**

In the event of DELTA SEA ADVENTURES institutes legal proceedings against you resulting from non-payment of an amount due to Delta Sea Adventures by you, you consent to the jurisdiction of the local Magistrates Court and to pay all legal costs, on an attorney and client scale.

**20. Service Providers Special Conditions**

If special terms and conditions regarding deposits, payments and cancellation fees are imposed by any of Delta Sea Adventures' service providers, Delta Sea Adventures shall be entitled, but not be obliged, to impose these terms and conditions upon you. If imposed, these conditions shall supersede any conflicting conditions contained herein.

**23. Variation of Conditions**

No variation of these conditions shall be valid unless reduced to writing and confirmed by the signatures of the Manager and Director of Delta Sea Adventures.

SIGNED BY..... (FULL NAMES)

ON THIS.....DAY OF.....(MONTH)..... (YEAR)

AT..... (TOWN AND COUNTRY)

SIGNATURE.....



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SIGNED BY GCR T/A DELTA SEA ADVENTURES

ON THIS.....DAY OF.....(MONTH).....(YEAR)

AT.....(TOWN AND COUNTRY)

SIGNATURE.....