

I. DEFINITIONS

“Natural Selection Safaris” shall mean each Natural Selection Safaris (Pty) Limited incorporated in South Africa, Botswana and Namibia.

“the Company” shall mean and include Natural Selection Safaris and all of the companies connected with it in a network of direct and indirect shareholdings (whether holding, subsidiary, associated or affiliated), and all of the companies (including, without limitation, organisations, trusts, associations and entities that are directly or indirectly owned, managed and/or controlled by companies or persons in the abovementioned network) directors, members, trustees, employees, agents, contractors and representatives of the companies, organisations, trusts, associations and entities that form part of the said network; it being further recorded that the terms and conditions that express any benefit for, or confer rights or protections in favour of Natural Selection Safaris, constitute irrevocable stipulations for the benefit of all of the companies, organisations, trusts, associations, entities and persons in the network, and such benefits, rights and protections may be adopted and enforced by any one or more of such companies, organisations, trusts, associations, entities and persons, at any time, and in any jurisdiction in the world; and

“Wildlife Areas” shall mean and include all wildlife and other wilderness areas, reserves and marine protected areas in Botswana, Namibia, South Africa, Angola and any other country in which the Company carries out operations or does business, as well as all property and facilities owned, leased, managed, controlled or traversed by the Company, and further includes areas owned or controlled by persons who provide facilities or services to or on behalf of the Company, or to guests and clients of the Company; and

“Activity/ies” shall mean and include all activities (guided and unguided) provided for or arranged by the Company (with Natural Selection product or with independent third-party supplier product), specifically including but not limited to all activities related (whether directly or indirectly) to game or nature drives, swimming, snorkelling, quad biking, canoeing, mokoro excursions, boating and/or kayaking, fishing, sandboarding, fishing, use of hides, walking, caving, cycling, horse-riding, sleepouts and cultural activities as well as all travelling (whether by vehicle, balloon, helicopter or aircraft) to or from or within the Wildlife Areas.

2. BOOKINGS

2.1 BOOKING CONFIRMATIONS

- Provisional bookings can be held for a two-week period and will be released if not confirmed, subject to the following exceptions:
 - In high and peak seasons plus Easter and Christmas/New Year, provisional bookings made within 90 days of date of travel can be held for a one-week period and will be released if not confirmed.
 - In green and shoulder seasons, provisional bookings made for travel more than a year in advance can be held for a three-week period and will be released if not confirmed.
- If a confirmed booking is received for space held provisionally, you will be notified and would need to confirm or release your booking within 72 hours. Please note our penalty clause for confirmed bookings which cancel.
- A 20% deposit plus the full Community, Conservation and Reserve Fee, where applicable, is required to confirm a provisional booking.
- For confirmed bookings, the balance of payment is required 60 days prior to travel.
- If booking confirmation takes place within the 60-day period, the full amount is payable on confirmation of booking.
- Booking cancellations are subject to our cancellation policy below.
- No booking will be cancelled or amended unless notified in writing.

Please Note: Payments must be made free of bank charges. Bank charges are for the account of the payer. Payment must be made in the currency invoiced.

2.2 BOOKING CANCELLATION POLICY

The following cancellation policy applies to bookings for Natural Selection camps and services:

- The Community, Conservation and Reserve Fee is forfeited; and
- 20% cancellation fee (deposit forfeit) from confirmation to 59 days prior to travel; or
- 50% cancellation fee if cancelled 58 – 30 days prior to travel; or
- 100% cancellation fee if cancelled 29 days or less prior to travel or any no-shows.

For Group Bookings (10 or more guests): should the numbers in a group decrease after the booking has been confirmed, cancellation fees will be levied on the number of released beds.

2.3 ORIGINATING AGENT

Natural Selection invests in international marketing activities. It is expected that agents will supply details of their originating agents. Natural Selection reserves the right to reduce the agent commission by 5% (percentage points) if the originating agent is not supplied. Please provide this information at the time of making the booking.

2.4 THIRD PARTY SERVICES

The booked itinerary may include non-Natural Selection product and services. Rates sheets published by Natural Selection are for properties and services where we act in the capacity of principal. For booking convenience we have added several products and services purchased from third-party suppliers who are independent contractors and where Natural Selection acts in the capacity of agent. These third-party suppliers are clearly indicated as such on our rate sheets. Natural Selection is not liable for, inter alia, any loss, damage, injury, illness (including but not limited to contracting any communicable disease), death, disability, loss of support, additional costs, delay, or irregularity that may be occasioned by any error or default, act or omission whether wilful or negligent of any third-party supplier. Any applicable indemnity requirements and/or terms and conditions of third-party products and services are available on request.

2.5 INSURANCE

It is a condition of booking that the guests accept sole responsibility to ensure that they carry the correct fully comprehensive travel and medical insurance to cover themselves, as well as any dependents/ travelling companions. This insurance should include cover in respect of, but not limited to, the following eventualities: delay, cancellation or curtailment of the safari, emergency evacuation expenses, medical expenses, personal injury, illness (including but not limited to any communicable disease), loss of support, death and disability, hometown repatriation costs, consequential loss, damage/theft/loss of personal baggage, money, and belongings. Guests will be charged directly by the relevant service providers for any emergency services they may require and may find themselves in a position unable to access such services should they not be carrying the relevant insurance cover.

2.6 RATES INCREASE AND OTHER PAYMENTS

Natural Selection's rates are subject to change due to increases in supplier costs, currency fluctuations and/or Government levies or taxes. The current rates are available on our website.

Natural Selection Conservation Trust is an independent organisation fully committed to making a positive impact on wildlife conservation and to the lives of local people in wildlife areas of Africa. A 1,5% conservation contribution, which is included in our published rates, is collected by Natural Selection on behalf of the Trust. The conservation contribution is itemised on invoices and accrues to the Trust on receipt of payment. In cases where bookings are subject to a refund, the refund will be made after deducting the 1,5% conservation contribution made. Should any guest be unwilling to make this conservation contribution they can request a credit in writing at the time of making the booking. A Community, Conservation and Reserve Fee is charged on a per person per night basis (unless stated otherwise) on confirmation of booking. It is non-commissionable and is applicable to all guests, including children 6 years and older and private pilots/guides staying at any Natural Selection property. Where a booking is cancelled for any reason the Community, Conservation and Reserve Fee is forfeited.

3. INDEMNITY, WAIVER AND DISCLAIMER

The Company's camps are largely unfenced and are built to allow guests to enjoy the natural environment and are situated in Wildlife Areas. This presents real dangers and risks to guests of suffering bodily injury, illness and even death or damage to property arising from amongst other things travelling in an open vehicle, the presence of wild, unpredictable and dangerous animals, insects, fish and reptiles. Accordingly, entering a Wildlife Area and undertaking and/or participating in any Activity offered in these areas is done so entirely at the guests' own risk. The Company shall not be liable to the guest or any of their dependents, spouse, life partner, children, travel agent, tour operator, tour organiser or intermediary that organised or was involved in arranging the travel activities for any claim of whatever nature or cause in connection with the provision of the services (whether in contract or delict) and whether for damages for personal injury, illness (including but not limited to any communicable disease), harm, death or disability, loss of support, damages, and loss of property however arising, including acts of negligence. Each guest will be required to sign a camp Indemnity, Waiver and Disclaimer form. Guests arriving at camp, will receive a safety briefing and are required to acknowledge such safety briefing when signing the Indemnity, Waiver and Disclaimer form.

4. LIMITATION OF LIABILITY

- 4.1 Subject to 4.2 and to the fullest extent permitted by law, the Company shall not be liable for any loss or damage, whether by contract, negligence or otherwise, where the loss or damage is an indirect result of any breach of a legal duty owed to you by us. To the fullest extent allowed by law, if any of the limitations or exclusions of our liability in these terms and conditions are held by any competent court, arbitrator or authority to be invalid or unenforceable, in no event will our total cumulative liability to you exceed the amounts paid by you to us in respect of the booking from which the cause of action of your particular applicable claim arose, or the amount stated in the indemnity of the camp at which the cause of action arose, whichever is the lesser.
- 4.2 We have the right to suspend or cancel our obligations, in whole or in part, if we are delayed or prevented from carrying on our business or any of our obligations under these terms and conditions arising out of circumstances beyond our reasonable control, including causes such as fire, floods, acts of God, pandemics or epidemics, acts and regulations of any governmental or supranational authority, war, riots, strikes, lock-outs and industrial disputes.

5. PHOTOGRAPHY DURING TRAVEL

The Company reserves the right to take photographs and videos of guests during their time at our camps and/or whilst on Activities and to reuse such material for promotional and other purposes. The camp management must be notified at the time of signing the Indemnity, Waiver and Disclaimer form should the guest not wish their images to be published. The Company cannot be held responsible should other guests take photographs or videos and post them on social media or any other platform.

6. PRIVACY POLICY

The Company has a strong commitment to respecting the privacy of personal information provided to it. The Company will explicitly ask when it requires information that personally identifies you. The Company's Privacy Policy sets out the basis on which any personal information that it collects from you will be used, stored and processed. The latest version of the Privacy Policy is available on our website, which can be accessed at the following address: <https://naturalselection.travel/privacy-policy/>, and should be read together with these terms and conditions.

7. DISPUTE RESOLUTION

- 7.1 Subject to clause 7.2, in the event of a dispute between the parties arising from these terms and conditions, including (without limitation) any dispute in respect of booking confirmations and such other similar commercial affairs, such dispute will be dealt with in accordance with the laws of the country in which the Company which confirms the booking is registered and only the courts of such country shall have jurisdiction over such dispute.
- 7.2 In the event of an occurrence resulting in any claim for loss or damage which the guest or any other person may incur or suffer (directly or indirectly) resulting from, arising out of, or relating to an Activity in a particular country, such dispute will be dealt with in accordance with the laws of that country and only the courts of such country shall have jurisdiction over such dispute.

8. OTHER

- 8.1 The Company has the right to amend, revise or update its terms and conditions from time to time. The latest version is available on our website, which can be accessed at the following address: <https://naturalselection.travel/booking-terms-conditions/>.
- 8.2 The Company reserves the right to substitute one property or service with another property or service in circumstances where the property or service cannot be adequately provided due to circumstances beyond our control. Where substitution applies, we will attempt to substitute the property or service with a similar product or services. Where this is not possible, a partial refund will be made, or any additional rate change will be levied where applicable.
- 8.3 The various clauses set out in these standard terms and conditions operate separately to one another. If any court or any other relevant authority decides that any of these paragraphs (or part therein) are unlawful or unenforceable, the remaining clauses (and parts therein) will remain in full force and effect.
- 8.4 The Company cannot be held responsible for any costs incurred due to factors beyond our control. These include (but are not limited to): force majeure, war, threat of war, riots, civil disturbances, terrorist activity, criminal activity, industrial disputes, natural and nuclear disasters, fire, epidemics/pandemics, health risks, and changes due to rescheduling or cancellation of flights by an airline or alteration of the airline or aircraft type; closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, and any other similar event.
- 8.5 The Company will not be held liable for any consequential loss or damages, whatsoever, whether direct or indirect.
- 8.6 All Activities are shared activities with other guests. No Activities are guaranteed. All Activities are weather permitting.
- 8.7 Guests must raise matters of concern arising during their stay at any camp directly with the relevant Camp Manager. The Company cannot remedy retroactively and will not entertain the matter should it not have been raised during the stay.
- 8.8 These terms and conditions contain certain clauses which (i) may limit the risk or liability of the Company or a third party; (ii) may create a risk or liability for you; and/or (iii) may serve as an acknowledgement by you of a fact.
- 8.9 If there is any provision in these terms and conditions that you do not understand, it is your responsibility to ask us to explain it to you before you accept the terms and conditions or continue using our online services.
- 8.10 Nothing in these terms and conditions are intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or us in terms of applicable consumer protection legislation in force from time to time.