

DEFENDER EXPERIENCE

Self Drive Adventure Tours (Pty) Ltd.

Self Drive Adventure Tours (Pty) Ltd., hereinafter referred to as "**DEFENDER EXPERIENCE Namibia**", accepts bookings under the terms and conditions outlined below.

"GENERAL TERMS AND CONDITIONS"

Please read these terms and conditions carefully. By submitting a booking via email, completing a direct booking in our offices, or making an online booking, you agree to the conditions listed below. These may be changed at the sole discretion of management. The terms applicable at the time of booking will apply.

Self Drive Adventure Tours (Pty) Ltd. is not obligated to inform individuals or companies about any changes or adjustments to the terms.

BOOKING PROCESS

- Check all booking details in the received booking confirmation.
- Notify Self Drive Adventure Tours (Pty) Ltd. immediately about any incorrect booking details or desired changes. It is the customer's responsibility to review the final booking summary.
- Payments must be made within 24 hours (1 day) after receiving the booking confirmation. Otherwise, the booking will be automatically canceled without prior notice.
- The status of the booking confirmation is **provisional** and will only be converted to **confirmed** once full payment has been received into our bank account.
- Bookings are subject to availability at the time of reservation.
- **Online bookings** are binding and subject to the same payment and cancellation terms as other booking methods.
- Bookings made directly upon arrival must be paid in full on-site.
Bookings and the resulting contracts are considered concluded in Windhoek, Namibia, and will be interpreted according to the laws of the Republic of Namibia.
- The jurisdiction is Windhoek, Namibia.
- DEFENDER EXPERIENCE Namibia reserves the right to decline bookings without providing any reason.

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DEPOSIT & PAYMENT

- A deposit of 20% of the total price is required to secure a booking. This deposit is part of the total payment and will be deducted from the total amount.
- If the full amount is not paid at least 65 days prior to arrival, DEFENDER EXPERIENCE Namibia reserves the right to consider the booking canceled and retain the deposit.
- Customers who book less than 3 weeks before departure must pay the full amount immediately to secure the reservation.
- All bank fees are the responsibility of the customer. This also includes transaction fees charged by our bank.

The invoice amount must be received in full into our account. If the bank deducts fees, we will recalculate the amount and reissue the invoice.

CHANGES TO BOOKING

- For changes to existing bookings (e.g., departure date, flight tickets, accommodation, number of participants, etc.) made by the customer, an administration fee will be charged. This fee is in addition to any service provider charges.

CANCELLATIONS

- Cancellations must be sent in writing to the office that confirmed the booking. The cancellation is only effective upon receipt of the written notice.
- In the event of a cancellation, DEFENDER EXPERIENCE Namibia will retain the full deposit.
- Additionally, the following cancellation fees apply per booking:
 - **Up to 91 days** before departure: **20%** cancellation fee
 - **90 – 65 days** before departure: **50%** cancellation fee
 - **64 – 21 days** before departure: **75%** cancellation fee
 - **Less than 20 days** before departure: **100%** cancellation fee
- DEFENDER EXPERIENCE Namibia reserves the right to cancel a tour at its discretion and without prior notice if it is unavoidable. In this case, DEFENDER EXPERIENCE Namibia is committed to refunding all amounts already paid. This represents the company's only obligation, and no claims for damages can be made.

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PASSPORTS, VISAS, AND TRAVEL DOCUMENTS

- It is the sole responsibility of the customer to ensure that passports, visas, health certificates, vaccinations, and all other required documents for the countries visited are in order.
- DEFENDER EXPERIENCE Namibia is not liable for any consequences, damages, or claims arising from the customer failing to properly prepare their travel documents.

LUGGAGE

- The customer is responsible for their luggage and personal belongings at all times. DEFENDER EXPERIENCE Namibia assumes no liability for loss or damage to personal belongings, regardless of the cause.
- DEFENDER EXPERIENCE Namibia reserves the right to refuse excessive luggage.

RISK

- The customer accepts that all tours are of an adventurous nature and involve certain personal risks. Neither DEFENDER EXPERIENCE Namibia nor its representatives can be held liable for injuries, loss of life, or property damage, regardless of the cause.
- The customer hereby indemnifies DEFENDER EXPERIENCE Namibia and agrees to hold DEFENDER EXPERIENCE Namibia, its representatives, agents, and employees harmless from such claims.
- The customer assumes full responsibility for all associated risks.

AUTHORITY ON TOUR

- The decisions made by the company's guide/instructor during the tour are final and binding at all times.
- The customer must adhere to the laws, customs, and currency regulations of all countries visited at all times.

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MARKETING

- DEFENDER EXPERIENCE Namibia reserves the right to use **photos and videos taken during the tour for marketing or promotional materials.**
The customer agrees and grants the company unrestricted rights to use these images.
- If this is not desired, please notify in writing before the trip at expeditions@landrover-experience.de.

FORCE MAJEURE

- Unforeseen circumstances, including but not limited to **war, mechanical defects, weather, unrest, and other events beyond the company's control**, may cause delays or changes to the tour.
- DEFENDER EXPERIENCE Namibia assumes **no liability** for such occurrences or their consequences.

VEHICLES

DEFENDER EXPERIENCE Namibia rents a vehicle to the renter, who agrees to the conditions outlined here. The renter is bound by these terms and conditions, regardless of whether they drive the vehicle or not. The vehicle is considered to be in good condition and free from damage, including to paint, upholstery, and accessories, unless such damage is documented in writing and recorded by both parties in the "Vehicle Condition Report" within the app. Damages not recorded in this manner are the responsibility of the renter. The vehicle has a deductible of €5000.

PRICE CHANGES

All prices are based on current fees and taxes for national parks. If authorities **increase fees or taxes**, even if not currently planned, DEFENDER EXPERIENCE Namibia will have to pass these increases on to the customer.

Self Drive Adventure Tours (Pty) Ltd.
Windhoek, 01.01.2025