GONDWANA GROUP

TERMS AND CONDITIONS[1]

[1] These Terms and Conditions govern all products and services provided by entities forming part of the Gondwana Group, including Gondwana Collection Accommodation, Namibia2Go, and Gondwana Travel Centre.

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1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In these Terms and Conditions, unless the context indicates otherwise:

1.1.1. **"Accommodation"** means lodging and related services provided at any Gondwana Collection property.

1.1.2. **"Annexure" or "Schedule"** means a business-unit-specific set of terms attached to and forming part of these Terms.

1.1.3. **"Booking"** means a reservation for any product or service provided or arranged by a Gondwana Group entity and confirmed in writing.

1.1.4. **"Booking Confirmation"** means written confirmation issued by Gondwana or its authorised agent.

1.1.5. **"Client"** means any person or entity making a Booking and all persons included therein.

1.1.6. **"Force Majeure Event"** means any event or circumstance beyond the reasonable control of Gondwana or a relevant Supplier, whether foreseeable or not, which prevents, delays, or materially interferes with the performance of any obligation under these Terms.

1.1.7. **"Guest"** means any person accommodated under an Accommodation Booking.

1.1.8. **"Gondwana" or "Gondwana Group"** means the relevant Gondwana Group entity providing or arranging the product or service.

1.1.9. **"Gondwana Travel Centre"** or **"we"** means Gondwana Travel Centre, a business unit of the Gondwana Group, acting as tour operator and/or booking agent.

1.1.10. **"Namibia2Go"** means Namibia2Go, a division of Gondwana Collection Namibia (Pty) Ltd.

1.1.11. **"Product-/Service-Specific Terms"** means the terms applicable to a particular product or service as set out in an Annexure.

1.1.12. **"Rack Rate Sheet"** means the published rate sheet applicable at the time of Booking.

1.1.13. **“Supplier”** means any third-party providing accommodation, transport, vehicle rental, flights, activities, or other services, including Gondwana Group entities where applicable.

1.1.14. **“Travel Centre”** means Gondwana Travel Centre, acting as tour operator and/or booking intermediary.

1.1.15. **“Travel Services”** means all services arranged or facilitated by Gondwana Travel Centre.

1.2. Interpretation

1.2.1. Clause headings are inserted for convenience only and shall not affect the interpretation of these Terms and Conditions.

1.2.2. Words importing the singular shall include the plural and vice versa, and words importing any gender shall include the other genders.

1.2.3. References to a “person” include a natural person, partnership, trust, company, close corporation, or any other juristic entity, and vice versa where the context permits.

1.2.4. References to any statute, regulation, or law shall include any amendment, re-enactment, or substitution thereof in force from time to time.

1.2.5. References to clauses, paragraphs, or schedules are references to clauses, paragraphs, or annexures of these Terms and Conditions, unless expressly stated otherwise.

1.2.6. The use of the word “including” or “include” shall not be construed as limiting and shall mean “including without limitation”.

1.2.7. Any obligation on a party not to do something shall be construed to include an obligation not to permit or allow that thing to be done.

1.2.8. Where any time period is specified, such period shall be calculated by excluding the first day and including the last day, unless the last day falls on a public holiday, in which case it shall be extended to the next business day.

1.2.9. These Terms and Conditions, together with any applicable Annexures or Product-/Service-Specific Terms, constitute a single, integrated contractual framework, and shall be interpreted accordingly.

1.2.10. In the event of any ambiguity or inconsistency, these Terms and Conditions shall be interpreted in a manner that best gives effect to their commercial purpose and the allocation of risk contemplated herein, subject always to the hierarchy of terms set out elsewhere in this Agreement.

2. APPLICATION AND STRUCTURE OF TERMS

2.1. These Gondwana Group Terms and Conditions ("Group Terms") apply to all bookings, reservations, and contractual arrangements entered into with, by, or through any entity forming part of the Gondwana Group, whether such bookings are made directly by a Client, through agents, tour operators, online platforms, or other intermediaries.

2.2. These Group Terms constitute the foundational contractual framework governing all Gondwana products and services and must be read together with the Product- or Service-Specific Terms and Conditions applicable to the particular product or service booked, as set out in the relevant Annexure.

2.3. The applicable Annexure forms an integral and inseparable part of the contract concluded with the Client and shall be deemed to be incorporated into the Group Terms for purposes of that Booking.

2.4. No Product- or Service-Specific Terms shall apply unless they are expressly referenced or incorporated into the Booking Confirmation or are otherwise applicable by operation of these Group Terms.

2.5. The Client acknowledges that different Gondwana business units operate distinct products with different risk profiles, operational requirements, and legal considerations, and that the separation of Group Terms and Annexures is intended to reflect such distinctions.

2.6. Product- or Service-Specific Terms apply exclusively to the particular product or service to which they relate and shall not, by implication or inference, apply to any other Gondwana product or service.

2.7. No term, condition, limitation of liability, indemnity, waiver, or obligation contained in any Product- or Service-Specific Terms shall be construed as extending to another product or service unless expressly stated in writing.

2.8. For the avoidance of doubt and without limitation:

2.8.1. the Namibia2Go vehicle rental terms and conditions do not apply to Gondwana Collection accommodation or tour operator services; and

2.8.2. Gondwana Collection accommodation terms and conditions do not apply to vehicle rental or tour operator services, unless expressly incorporated.

2.9. The Client expressly waives any right to assert that terms applicable to one Gondwana product or service should apply mutatis mutandis to another product or service.

2.10. Where any product or service is provided, in whole or in part, by a third-party Supplier, the terms and conditions of such Supplier shall be incorporated by reference into the Booking and shall apply to the relevant product or service.

2.11. The Client acknowledges that Supplier terms may impose additional obligations, limitations, exclusions, or cancellation conditions, and agrees to be bound thereby.

2.12. Gondwana shall not be liable for any inconsistency between Supplier terms and these Group Terms or any Annexure, except to the extent required by law.

2.13. In the event of any inconsistency, conflict, or ambiguity between contractual documents, the following hierarchy shall apply, in descending order of precedence:

2.13.1. mandatory terms and conditions imposed by a Supplier in respect of the specific product or service provided by that Supplier;

2.13.2. the applicable Product- or Service-Specific Terms and Conditions set out in the relevant Annexure;

2.13.3. these Gondwana Group Terms and Conditions.

2.14. The hierarchy set out above shall apply only to the extent of the inconsistency and shall not invalidate or render inapplicable any other provisions not affected by such inconsistency.

2.15. No interpretation shall be adopted which results in the duplication of obligations, the unintended extension of liability, or the circumvention of the risk allocation contemplated by these Group Terms and Annexures.

3. FORMATION OF CONTRACT

3.1. No binding contract shall arise between the Client and Gondwana unless and until all of the following have occurred:

3.1.1. the relevant Booking has been accepted by Gondwana; and

3.1.2. a written Booking Confirmation has been issued by Gondwana or its authorised agent.

3.2. The issuance of a Booking Confirmation constitutes final acceptance by Gondwana of the Booking, subject always to these Group Terms and any applicable Product- or Service-Specific Terms.

3.3. Gondwana reserves the right, in its sole discretion and without incurring liability, to decline, withdraw, or amend any Booking request prior to the issuance of a Booking Confirmation.

3.4. All quotations, estimates, itineraries, price indications, and provisional reservations are non-binding, indicative only, and subject to:

3.4.1. availability at the time of confirmation;

3.4.2. applicable Supplier confirmation;

3.4.3. correction of bona fide errors; and

3.4.4. acceptance of these Terms.

3.5. The placement of a provisional reservation or “option” does not reserve availability unless expressly stated in writing and shall lapse automatically if not confirmed within the time stipulated by Gondwana or the relevant Supplier.

3.6. Gondwana shall not be liable for any loss, cost, or damage arising from reliance on a quotation, provisional reservation, or availability indication that has not been confirmed in writing.

3.7. The person making the Booking warrants and represents that they have full legal capacity and authority to bind:

3.7.1. all Clients, Guests, or travellers included in the Booking; and

3.7.2. any legal entity, group, organisation, or principal on whose behalf the Booking is made.

3.8. Where a Booking is made by an agent, tour operator, employer, group organiser, or any third party, such person or entity warrants that it acts with the full knowledge and consent of the affected Clients or Guests and accepts responsibility for compliance with these Terms.

3.9. The person making the Booking further warrants that all Clients and/or Guests:

3.9.1. have been informed of these Gondwana Group Terms and Conditions;

3.9.2. have been informed of, and agree to be bound by, the applicable Product-/Service-Specific Terms and any Supplier terms; and

3.9.3. accept the allocation of risk, limitations of liability, cancellation policies, and payment obligations contained herein.

3.10. The acceptance of these Terms by the person making the Booking shall be deemed acceptance by all Clients and/or Guests included in the Booking, whether or not such persons have personally reviewed the Terms.

3.11. Gondwana shall be entitled to rely on the authority and warranties provided by the person making the Booking without further enquiry and shall not be obliged to verify such authority or obtain separate confirmations from individual Clients or Guests.

3.12. The person making the Booking indemnifies Gondwana against any loss, claim, or liability arising from any lack of authority, misrepresentation, or failure to obtain proper consent from Clients or Guests.

3.13. No representation, statement, warranty, undertaking, promise, or communication made by Gondwana or any of its directors, employees, agents, or contractors prior to the issuance of a Booking Confirmation shall be binding unless expressly recorded in the Booking Confirmation or incorporated by reference therein.

3.14. The Client acknowledges and agrees that:

3.14.1. no reliance has been placed on any quotation, estimate, itinerary, marketing material, website content, brochure, or verbal representation not expressly incorporated into the Booking Confirmation; and

3.14.2. any decision to proceed with a Booking has been made solely on the basis of the Booking Confirmation and these Terms.

3.15. No variation, amendment, or waiver of these Terms shall be effective unless reduced to writing and expressly confirmed by Gondwana.

3.16. This clause shall apply notwithstanding any alleged pre-contractual misrepresentation, mistake, or misunderstanding, to the fullest extent permitted by law.

4. PAYMENTS AND PRICING

4.1. All prices quoted by Gondwana are based on the pricing structure applicable to the relevant product or service at the time of quotation and are subject to confirmation in the Booking Confirmation.

4.2. Prices may be based on published rack rates, contracted rates, or Supplier-provided rates, as applicable, and shall be subject to availability at the time of confirmation.

4.3. Unless expressly stated otherwise in writing, prices include value-added tax (VAT) but exclude any additional levies, taxes, surcharges, bank charges, or Supplier-imposed fees.

4.4. Gondwana reserves the right to correct any bona fide clerical, computational, or pricing error at any time prior to the issuance of a Booking Confirmation and, where reasonably necessary, thereafter.

4.5. Deposits, balance payment dates, and payment schedules are governed by the applicable Product- or Service-Specific Terms set out in the relevant Annexure and/or as reflected in the Booking Confirmation.

4.6. Deposits are generally non-refundable, unless expressly stated otherwise in writing.

4.7. Payment obligations apply irrespective of whether the Client has received all travel documentation, vouchers, or final itineraries at the time payment becomes due.

4.8. Gondwana may, at its discretion, require accelerated payment where required by a Supplier or where operational circumstances reasonably necessitate such payment.

4.9. Accepted payment methods may include credit card payments, electronic funds transfers (EFT), bank deposits, or other methods approved by Gondwana from time to time.

4.10. The Client bears all bank charges, card fees, international transfer costs, and exchange-related charges.

4.11. Gondwana shall not be responsible for delays in payment caused by banking processes or third-party payment platforms.

4.12. Gondwana's trading currency is the Namibian Dollar (NAD), unless expressly stated otherwise.

4.13. Where payments are made in foreign currency or via international transfers, the Client bears the risk of exchange rate fluctuations.

4.14. Any shortfall arising from exchange rate movements, bank charges, or Supplier price adjustments must be settled immediately upon request and, in any event, prior to commencement of the relevant product or service.

4.15. Failure to make any payment on or before the due date constitutes a material breach of contract.

4.16. In the event of non-payment or partial payment, Gondwana shall be entitled, without prejudice to any other rights, to:

4.16.1. cancel the Booking;
4.16.2. release reserved services or inventory;
4.16.3. apply the applicable cancellation charges; and/or
4.16.4. recover any losses incurred as a result of such non-payment.

4.17. Cancellation under this clause shall be deemed a cancellation by the Client for purposes of the applicable cancellation policy.

4.18. The Client shall not be entitled to withhold, defer, or set off any payment due to Gondwana for any reason whatsoever, including any alleged dispute, counterclaim, or dissatisfaction with the product or service.

5. CANCELLATIONS AND AMENDMENTS

5.1. All requests for cancellation, amendment, substitution, or curtailment of any Booking must be submitted in writing to Gondwana by the Client or an authorised representative.

5.2. A cancellation or amendment shall be effective only upon written acknowledgement of receipt by Gondwana and shall not be deemed effective upon transmission by the Client.

5.3. The date on which Gondwana acknowledges receipt of a cancellation or amendment request shall determine the applicable cancellation or amendment fee.

5.4. Requests communicated verbally, telephonically, via social media platforms, or by any means not capable of reliable record-keeping shall not constitute valid notice.

5.5. Cancellation fees, amendment fees, and any applicable forfeiture of deposits shall be governed by:

5.5.1. the relevant Product- or Service-Specific Terms set out in the applicable Annexure; and/or

5.5.2. the terms and conditions imposed by the relevant Supplier.

5.6. Cancellation fees are calculated as a percentage of the total quoted or confirmed value of the affected Booking, unless expressly stated otherwise.

5.7. Amendments to dates, itineraries, accommodation, vehicle class, passenger details, or services may be treated as cancellations of the original Booking and re-bookings of the amended services, and cancellation fees may apply accordingly.

5.8. The Client expressly acknowledges that certain Suppliers impose cancellation, amendment, or deposit requirements that are more stringent than those applied by Gondwana.

5.9. Where a Supplier levies higher cancellation or amendment fees, or requires a higher non-refundable deposit, such Supplier charges shall apply notwithstanding any lower fees reflected in the applicable Annexure.

5.10. The Client remains fully liable for all Supplier-imposed cancellation or amendment fees, and Gondwana shall be entitled to recover such amounts from the Client.

5.11. Gondwana shall not be liable for any loss arising from the application of Supplier cancellation policies, provided that such policies were applicable to the Booking.

5.12. Where a Booking involves multiple Clients, Guests, or services, the cancellation of part of a Booking may attract cancellation charges calculated on the cancelled portion and, where applicable, on the remaining portion affected by such cancellation.

5.13. Failure by a Client or Guest to arrive, check in, collect a vehicle, or utilise a booked service without prior written cancellation shall constitute a no-show and shall attract the maximum applicable cancellation charge.

5.14. No refunds shall be payable for unused services, early departures, or voluntary curtailment once travel or service delivery has commenced.

5.15. Cancellation or amendment requests arising from force majeure events shall be dealt with in accordance with the applicable Annexure, Supplier terms, and any mandatory legal requirements.

5.16. Gondwana makes no warranty that Supplier cancellation fees will be waived in force majeure circumstances and shall not be liable where Suppliers refuse to waive such fees.

6. ROLE OF SUPPLIERS AND LIMITATION OF RESPONSIBILITY

6.1. Certain products or services offered or arranged by Gondwana are provided, in whole or in part, by third-party suppliers, including but not limited to accommodation providers, vehicle rental companies, airlines, activity operators, transport providers, and service contractors ("Suppliers").

6.2. The identity of the relevant Supplier(s) shall be disclosed to the Client in the Booking Confirmation, itinerary, information pack, or other booking documentation, where applicable.

6.3. Each Supplier provides its services subject to its own terms and conditions, operational rules, safety standards, and cancellation policies, which are incorporated by reference into the Booking.

6.4. Unless expressly stated otherwise in writing, Gondwana acts solely as an intermediary, booking agent, or tour operator, facilitating arrangements between the Client and the relevant Supplier(s).

6.5. Where Gondwana acts as an intermediary, the contract for the supply of the relevant product or service is concluded directly between the Client and the Supplier, and not with Gondwana.

6.6. Gondwana does not warrant, guarantee, or assume responsibility for the performance, quality, safety, or suitability of any Supplier-provided product or service.

6.7. Nothing in these Terms shall be construed as creating a partnership, joint venture, agency (other than as expressly stated), or employment relationship between Gondwana and any Supplier.

6.8. To the maximum extent permitted by law, Gondwana shall not be liable for any loss, damage, delay, injury, death, expense, or inconvenience suffered by the Client or any Guest arising from or in connection with:

6.8.1. the acts or omissions of any Supplier;
6.8.2. the failure of a Supplier to provide a service as booked;
6.8.3. changes, cancellations, overbookings, or operational decisions made by a Supplier; or
6.8.4. the insolvency, financial failure, or cessation of operations of a Supplier.

6.9. Gondwana shall not be liable for any representation, warranty, or promise made by a Supplier that is not expressly adopted or confirmed in writing by Gondwana.

6.10. Any claims relating to Supplier-provided services must be pursued directly against the relevant Supplier, subject to the Supplier's applicable terms and conditions.

6.11. Gondwana reserves the right, acting reasonably, to substitute a Supplier or amend arrangements where reasonably necessary due to availability, operational constraints, safety considerations, or circumstances beyond Gondwana's control.

6.12. Such substitution shall not give rise to any right of cancellation or refund, provided the substituted service is reasonably comparable in standard and nature, taking into account operational realities.

6.13. Nothing in this clause shall exclude or limit Gondwana's liability to the extent that such exclusion or limitation is prohibited by applicable law.

6.14. Where Gondwana is required by law to accept responsibility for any aspect of a Supplier-provided service, such responsibility shall be limited to the minimum extent required by law.

6.15. The Client acknowledges that the use of third-party Suppliers is inherent in the tourism and travel industry and accepts that Gondwana cannot control or supervise all aspects of Supplier performance.

6.16. The Client agrees that the allocation of responsibility reflected in this clause forms a material part of the contractual risk allocation agreed between the parties.

7. HEALTH, SAFETY, AND ASSUMPTION OF RISK

7.1. The Client and any Guest acknowledge that many Gondwana products and services operate in remote, rural, or wilderness environments, including national parks, conservation areas, deserts, coastal regions, and other areas with limited infrastructure and access to emergency services.

7.2. Such environments and activities inherently involve risks, including but not limited to:

7.2.1. encounters with wildlife;
7.2.2. uneven terrain, extreme weather conditions, and environmental hazards;
7.2.3. limited or delayed access to medical facilities, evacuation services, or
7.2.4. emergency response;
7.2.5. risks associated with travel on gravel roads, remote tracks, and
7.2.6. undeveloped areas;
7.2.7. risks associated with adventure, outdoor, or nature-based activities.

7.3. These risks may exist notwithstanding the exercise of reasonable care, skill, and diligence by Gondwana and its Suppliers.

7.4. By making a Booking, the Client acknowledges and accepts, on behalf of themselves and all Guests, the inherent risks associated with the relevant product or service.

7.5. The Client confirms that all Guests:

7.5.1. are in a physical and medical condition suitable for participation in the booked activities;

7.5.2. have been advised to seek appropriate medical advice where necessary; and

7.5.3. accept personal responsibility for their conduct, decisions, and actions.

7.6. The Client and Guests agree to comply strictly with all safety instructions, guidelines, rules, and directions issued by Gondwana, its staff, guides, or Suppliers.

7.7. Failure to comply with safety instructions may result in:

7.7.1. exclusion from an activity or service;

7.7.2. termination of participation; and

7.7.3. forfeiture of any fees paid, without refund.

7.8. To the maximum extent permitted by law, Gondwana shall not be liable, and the Client hereby indemnifies and holds Gondwana harmless, from and against any and all loss, damage, injury, illness, death, cost, claim, or expense of whatsoever nature, whether direct or indirect, arising from or in connection with the inherent risks associated with wilderness travel, outdoor activities, or remote environments.

7.9. This limitation applies irrespective of whether such loss or injury arises before, during, or after the provision of the relevant product or service.

7.10. Nothing in this clause shall exclude or limit Gondwana's liability for loss or injury caused by its gross negligence or wilful misconduct, or to the extent that such exclusion or limitation is prohibited by applicable law.

7.11. Where activities or services are provided by third-party Suppliers, such activities are undertaken at the Client's and Guest's own risk and subject to the Supplier's safety standards and operational controls.

7.12. Gondwana does not supervise or control all aspects of third-party activities and shall not be liable for the safety practices or omissions of such Suppliers, except where required by law.

7.13. Clients are strongly advised to obtain comprehensive travel insurance covering medical treatment, emergency evacuation, personal accident, and liability risks associated with wilderness and adventure travel.

8. INSURANCE

8.1. Clients are strongly advised to obtain comprehensive travel insurance prior to the commencement of any travel or service booked through Gondwana.

8.2. Such insurance should, at a minimum, provide cover for:

8.2.1. cancellation, curtailment, and no-show risks;
8.2.2. medical treatment, hospitalisation, and emergency evacuation (including air evacuation from remote locations);
8.2.3. personal accident, injury, or death;
8.2.4. personal liability;
8.2.5. loss, theft, or damage to personal belongings; and
8.2.6. any risks associated with wilderness, adventure, or remote-area travel.

8.3. The Client acknowledges that the nature of certain Gondwana products and services may expose Clients and Guests to risks not ordinarily encountered in urban or developed environments, and that insurance is a critical component of personal risk management.

8.4. Gondwana does not provide personal travel insurance, medical insurance, or personal accident cover to Clients or Guests, unless expressly stated in writing in the applicable Product- or Service-Specific Terms or Booking Confirmation.

8.5. Any insurance maintained by Gondwana relates solely to its own operational risks and does not extend to cover Clients or Guests.

8.6. Gondwana does not act as an insurer, insurance broker, or insurance intermediary and makes no representation or warranty regarding the adequacy or suitability of any insurance obtained by the Client.

8.7. Failure by the Client or any Guest to obtain appropriate insurance shall be at their own risk.

8.8. To the maximum extent permitted by law, Gondwana shall not be liable, and the Client hereby indemnifies and holds Gondwana harmless, from and against any loss, cost, damage, claim, or expense of whatsoever nature which could reasonably

have been covered by appropriate travel insurance, whether such insurance was obtained or not.

9. LIMITATION OF LIABILITY

9.1. To the maximum extent permitted by applicable law, Gondwana shall not be liable, and the Client hereby indemnifies and holds Gondwana harmless, from and against any indirect, consequential, incidental, special, or economic loss or damage, including but not limited to:

9.1.1. loss of profits, revenue, or anticipated savings;

9.1.2. loss of enjoyment, loss of opportunity, or loss of goodwill;

9.1.3. loss arising from delay, cancellation, or interruption of travel or services;

9.1.4. loss resulting from missed connections, itinerary changes, or Supplier substitutions.

9.2. This exclusion shall apply regardless of whether such loss arises in contract, delict (tort), statute, or otherwise, and irrespective of whether Gondwana was advised of the possibility of such loss.

9.3. Where Gondwana is found to be legally liable for any loss, damage, injury, or claim arising from or in connection with a Booking, such liability shall, to the maximum extent permitted by law, be limited in aggregate to the amount actually paid by the Client to Gondwana for the specific product or service giving rise to the claim.

9.4. Where a Booking comprises multiple products or services, Gondwana's liability shall be limited to the portion of the amount paid that is attributable to the affected product or service only.

9.5. Gondwana shall not be liable for any amount paid by the Client directly to a Supplier or for any losses arising from such payments.

9.6. Gondwana shall not be liable for any claim unless such claim arises directly from the performance or non-performance of the relevant product or service and is brought within a reasonable time after the event giving rise to the claim.

9.7. Gondwana shall not be liable for any loss arising from causes beyond its reasonable control, including force majeure events, Supplier failures, or Client conduct.

9.8. Nothing in these Terms shall be construed as excluding or limiting Gondwana's liability:

9.8.1. for gross negligence or wilful misconduct; or

9.8.2. to the extent that such exclusion or limitation is prohibited by applicable law.

9.9. Where applicable law requires Gondwana to accept liability notwithstanding these Terms, such liability shall be limited to the minimum extent required by law.

9.10. The Client acknowledges that the limitations and exclusions set out in this clause reflect a fair and reasonable allocation of risk between the parties, having regard to the nature of the products and services offered, the price paid, and the availability of insurance.

10. DATA PROTECTION AND INFORMATION SHARING

10.1. Gondwana collects and processes personal information of Clients and Guests for legitimate business purposes, including but not limited to:

10.1.1. booking administration and confirmation;

10.1.2. coordination with Suppliers for the provision of accommodation, transport, vehicle rental, flights, activities, and related services;

10.1.3. compliance with applicable legal, regulatory, immigration, tax, and statutory obligations;

10.1.4. customer support, service delivery, and operational communications; and

10.1.5. risk management, security, and fraud prevention.

10.2. Personal information processed may include, where necessary, names, contact details, identification or passport information, travel details, payment-related information, and special requirements disclosed by the Client.

10.3. Personal information is processed on one or more lawful bases, including:

10.3.1. performance of a contract or steps taken at the request of the Client prior to entering into a contract;

10.3.2. compliance with legal obligations;

10.3.3. Gondwana's legitimate business interests; and

10.3.4. the Client's consent, where required.

10.4. Gondwana undertakes to process personal information in a lawful, fair, and transparent manner and to take reasonable technical and organisational measures to safeguard such information against unauthorised access, loss, or misuse.

10.5. Gondwana may share Client and Guest personal information with Suppliers strictly to the extent necessary to perform the Booking and deliver the relevant product or service.

10.6. Such Suppliers may include accommodation providers, vehicle rental companies, airlines, activity operators, transport providers, insurance or emergency service providers, and regulatory authorities where required.

10.7. Where personal information is transferred to a Supplier or third party outside Namibia, Gondwana shall take reasonable steps to ensure that such transfer is subject to appropriate safeguards consistent with applicable data-protection standards.

10.8. Gondwana's detailed position on the collection, use, protection, retention, and storage of personal information is set out in its Privacy Policy, accessible at: https://gondwana-collection.com/wp-content/uploads/2020/03/Gondwana-Collection-Namibia-GDPR.pdf

10.9. The Privacy Policy forms an integral part of these Terms and Conditions and must be read together with this clause.

10.10. By making a Booking, the Client:

10.10.1. acknowledges having read and understood Gondwana's Privacy Policy;

10.10.2. consents, on their own behalf and on behalf of all Guests included in the Booking, to the processing of personal information as described in these Terms and the Privacy Policy; and

10.10.3. warrants that they have obtained the necessary consent from all Guests for such processing and information sharing.

10.11. The Client acknowledges that failure to provide required personal information may prevent Gondwana or its Suppliers from performing the Booking.

10.12. Clients and Guests may, subject to applicable law, request access to, correction of, or deletion of their personal information, or object to certain processing activities.

10.13. Requests relating to personal information should be made in accordance with the procedures set out in Gondwana's Privacy Policy.

11. FORCE MAJEURE

11.1. Force Majeure Events include, without limitation:

11.1.1. acts of God, natural disasters, floods, droughts, fires, earthquakes, or extreme weather conditions;

11.1.2. pandemics, epidemics, public health emergencies, or governmental health advisories;

11.1.3. war, terrorism, civil unrest, riots, strikes, labour disputes, or political instability;

11.1.4. governmental acts, laws, regulations, border closures, travel restrictions, or denial of permits

11.1.5. failure or interruption of utilities, transport networks, communications, or fuel supplies;

11.1.6. closure of national parks, conservation areas, airspace, or critical infrastructure; and

11.1.7. any act or omission of a Supplier arising from a Force Majeure Event.

11.2. Gondwana shall not be liable for any failure, delay, or partial performance resulting from a Force Majeure Event.

11.3. Obligations affected by a Force Majeure Event shall be suspended for the duration of the event, to the extent reasonably necessary.

11.4. The occurrence of a Force Majeure Event shall not entitle the Client to claim damages, compensation, or consequential loss from Gondwana.

11.5. In the event of a Force Majeure Event, Gondwana may, acting reasonably and in good faith:

11.5.1. amend itineraries, dates, routes, accommodation, or services;

11.5.2. substitute Suppliers or services with reasonably comparable alternatives; or

11.5.3. cancel the affected Booking, in whole or in part.

11.6. Where cancellation becomes necessary due to a Force Majeure Event, refunds (if any) shall be subject to:

11.6.1. amounts actually recovered from Suppliers;

11.6.2. applicable Product- or Service-Specific Terms; and

11.6.3. any non-recoverable costs already incurred.

11.7. The Client acknowledges that Force Majeure Events are inherent risks in travel and tourism and may result in changes or cancellations beyond Gondwana's control.

11.8. The Client agrees to cooperate with Gondwana in good faith in relation to alternative arrangements or rescheduling where reasonably possible.

11.9. Nothing in this clause shall exclude or limit any right or remedy available to the Client under applicable mandatory law.

12. GOVERNING LAW AND JURISDICTION

12.1. These Terms and Conditions, together with any applicable Annexures, Product- or Service-Specific Terms, Booking Confirmations, and any disputes or claims arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of the Republic of Namibia.

12.2. The application of any conflict-of-laws rules that would result in the application of the laws of another jurisdiction is expressly excluded.

12.3. Subject to clause 12.4, the courts of the Republic of Namibia shall have exclusive jurisdiction to adjudicate any dispute, claim, or matter arising from or relating to these Terms, any Booking, or any product or service provided by Gondwana.

12.4. Gondwana shall, at its election, be entitled to institute proceedings:

12.4.1. in the Magistrates' Court having jurisdiction, notwithstanding that the amount in dispute may exceed the monetary jurisdiction of such court; or

12.4.2. in any division of the High Court of Namibia having jurisdiction.

12.5. The Client irrevocably submits to the jurisdiction of such courts and waives any objection based on forum non conveniens or similar grounds.

12.6. The Client chooses as their *domicilium citandi et executandi* the address provided in the Booking or Rental Agreement, or such other address as the Client may notify Gondwana of in writing.

12.7. Gondwana may serve any legal process, notice, or document at such address.

13. GENERAL

13.1. These Terms and Conditions, together with the applicable Annexures, Product-/Service-Specific Terms, Booking Confirmation, and any documents expressly incorporated by reference, constitute the entire agreement between the Client and Gondwana in respect of the subject matter hereof.

13.2. No prior negotiations, correspondence, representations, warranties, undertakings, or agreements of any nature whatsoever, whether written or oral, shall have any force or effect unless expressly incorporated into these Terms or the Booking Confirmation.

13.3. Gondwana reserves the right to amend, vary, update, or replace these Terms and Conditions from time to time.

13.4. Any such amendment shall take effect from the date of publication or communication, unless stated otherwise.

13.5. The version of the Terms and Conditions applicable to a Booking shall be the version in force at the time the Booking Confirmation is issued.

13.6. No amendment or variation shall apply retrospectively to a confirmed Booking unless required by law or expressly agreed in writing.

13.7. Any failure or delay by Gondwana to enforce any right or provision under these Terms shall not constitute a waiver of such right or provision.

13.8. No waiver shall be effective unless reduced to writing and signed by an authorised representative of Gondwana.

13.9. A waiver granted in respect of a specific instance shall not constitute a waiver in respect of any subsequent instance.

13.10. If any provision of these Terms is held to be invalid, unlawful, or unenforceable by a court or competent authority, such provision shall be severed from the remainder of the Terms.

13.11. The remaining provisions shall continue in full force and effect and shall be interpreted so as to give effect, as far as possible, to the original commercial intent of the parties.

13.12. The Client shall not cede, assign, delegate, or transfer any of its rights or obligations under these Terms without the prior written consent of Gondwana.

13.13. Gondwana shall be entitled to cede, assign, or transfer its rights and obligations under these Terms to any entity within the Gondwana Group or to any successor in business without prior notice to the Client.

13.14. In the event that Gondwana institutes legal proceedings to enforce any right arising from these Terms, Gondwana shall be entitled to recover all legal costs incurred on an attorney-and-own-client scale, including collection commission and tracing costs, to the extent permitted by law.

13.15. Nothing in these Terms shall be construed as creating a partnership, joint venture, agency (other than as expressly stated), or employment relationship between the Client and Gondwana.

13.16. Any provisions which by their nature are intended to survive termination or completion of a Booking, including but not limited to clauses relating to limitation of liability, indemnities, governing law, jurisdiction, and data protection, shall survive such termination or completion.

ANNEXURE A

GONDWANA COLLECTION: ACCOMMODATION TERMS AND CONDITIONS

(*This Annexure forms part of and must be read together with the Gondwana Group Terms and Conditions. In the event of any conflict, the hierarchy set out in the Group Terms shall apply*)

A1. APPLICATION AND INCORPORATION

1.1. These Accommodation Terms and Conditions apply exclusively to accommodation and related hospitality services provided at Gondwana Collection properties.

1.2. This Annexure supplements the Gondwana Group Terms and Conditions and addresses accommodation-specific matters only.

1.3. Any capitalised term not defined in this Annexure shall bear the meaning ascribed to it in the Gondwana Group Terms and Conditions.

A2. BOOKINGS AND GUEST INFORMATION

1.4. The Guest or booking party shall provide complete and accurate information at the time of booking, including:

1.4.1. full names of all Guests;
1.4.2. contact details;
1.4.3. dates of stay and estimated arrival time;
1.4.4. any special requests, dietary requirements, or medical considerations.

1.5. Gondwana is entitled to rely on all information provided and shall not be liable for any consequences arising from incorrect, incomplete, or misleading information.

1.6. Gondwana reserves the right to refuse check-in, cancel a booking, or amend accommodation arrangements where material misrepresentation or omission is discovered.

A3. RATES, INCLUSIONS, AND EXCLUSIONS

1.7. Accommodation rates are charged in accordance with the applicable Rack Rate Sheet, contracted rates, or rates confirmed in the Booking Confirmation.

1.8. Unless expressly stated otherwise, accommodation rates exclude:

1.8.1. beverages and minibar items;
1.8.2. activities and excursions;
1.8.3. transfers and transport;
1.8.4. tourism levies, park fees, or statutory charges;

1.8.5. laundry services; and

1.8.6. personal expenses.

1.9. Gondwana reserves the right to correct any bona fide clerical, computational, pricing, or administrative error prior to the issuance of a Booking Confirmation.

1.10. Where such an error is discovered after a Booking Confirmation has been issued but prior to check-in, Gondwana shall promptly notify the Client, who shall be entitled either to accept the corrected rate or to cancel the Booking without penalty, where required by law.

A4. PAYMENTS AND PRE-AUTHORISATIONS

1.11. Deposits, prepayments, and balance payments shall be made strictly in accordance with the Booking Confirmation.

1.12. Proof of payment must be provided prior to arrival and may be required at check-in.

1.13. Gondwana reserves the right to:

1.13.1. refuse check-in where payment has not been received in full; and

1.13.2. pre-authorise credit cards for incidental charges, damages, or additional services.

A5. CHECK-IN, CHECK-OUT, AND OCCUPANCY

1.14. Check-in and check-out times are as stipulated for each Gondwana Collection property.

1.15. Early check-in and late check-out are subject to availability and may attract additional charges.

1.16. Maximum occupancy limits are strictly enforced in accordance with safety, insurance, and regulatory requirements.

1.17. Gondwana reserves the right to deny access, relocate, or require Guests to vacate accommodation where occupancy limits are exceeded.

A6. CANCELLATIONS, AMENDMENTS, AND NO-SHOWS

1.18. All accommodation cancellations or amendments must be made in writing and are effective only upon written acknowledgement by Gondwana.

1.19. Cancellation charges are governed by:

1.19.1. the applicable Rack Rate Sheet;
1.19.2. the Booking Confirmation; or
1.19.3. any group or trade agreement, where applicable.

1.20. Cancellation charges are calculated on the total accommodation value for the affected stay.

1.21. Failure to arrive by the agreed arrival time without prior written notice constitutes a no-show and will attract the full applicable cancellation charge.

1.22. Gondwana reserves the right to release accommodation following a no-show.

A7. CHILDREN POLICY

1.23. Children are accommodated strictly in accordance with the policy applicable to the specific Gondwana Collection property.

1.24. Certain properties may:

1.24.1. restrict children to designated family units;
1.24.2. impose minimum age requirements; or
1.24.3. restrict access to certain facilities or activities.

1.25. Unless expressly stated otherwise, no child discounts apply and standard rates shall be charged.

1.26. Parents and guardians accept full responsibility for the supervision, safety, and conduct of children at all times.

A8. GUEST CONDUCT AND HOUSE RULES

1.27. Guests shall comply with all house rules, safety guidelines, conservation policies, and staff instructions applicable to the property.

1.28. Gondwana reserves the right to refuse accommodation, terminate a stay, or require a Guest to vacate the property where conduct is:

1.28.1. unlawful;
1.28.2. disruptive or offensive;
1.28.3. unsafe; or
1.28.4. detrimental to property, staff, wildlife, or other Guests.

1.29. No refund shall be payable in such circumstances.

A9. HEALTH, SAFETY, AND WILDERNESS ENVIRONMENT

1.30. Guests acknowledge that Gondwana Collection properties are frequently located in remote or wilderness environments.

1.31. Such environments involve inherent risks, including wildlife encounters, environmental hazards, and limited access to emergency medical services.

1.32. Guests accept these risks and agree to follow all safety instructions and conservation protocols.

A10. THIRD-PARTY ACTIVITIES AND SERVICES

1.33. Certain activities, excursions, or services may be operated by third-party providers.

1.34. Gondwana acts solely as an intermediary in respect of such services and is not liable for the acts or omissions of third-party providers.

1.35. Participation in third-party activities is at the Guest's own risk and subject to the provider's terms and conditions.

A11. LOSS, DAMAGE, AND VALUABLES

1.36. Guests are responsible for safeguarding their personal belongings and valuables.

1.37. To the maximum extent permitted by applicable law, Gondwana shall not be liable, and the Guest and/or Client hereby indemnifies and holds Gondwana harmless, from and against any loss, theft, damage, claim, or expense arising from or in connection with the loss of or damage to personal property, unless such loss or damage is caused by Gondwana's proven gross negligence.

1.38. Guests remain liable for any damage caused to accommodation, furnishings, equipment, or property through negligence or misconduct.

A12. VEHICLES AND PARKING

1.39. Parking facilities, where provided, are used at the Guest's own risk.

1.40. Gondwana shall not be liable for loss of or damage to vehicles or their contents unless caused by gross negligence.

A13. INSURANCE

1.41. Guests are strongly advised to obtain comprehensive travel insurance covering medical expenses, evacuation, cancellation, and personal belongings.

1.42. Gondwana does not provide personal travel insurance unless expressly stated in writing.

A14. FORCE MAJEURE

1.43. Gondwana shall not be liable for failure to perform accommodation services due to force majeure events as defined in the Gondwana Group Terms.

1.44. In such circumstances, Gondwana may amend or cancel bookings subject to applicable cancellation and refund provisions.

A15. DATA PROTECTION

1.45. Personal information is processed in accordance with Gondwana's Privacy Policy and the Group Terms.

1.46. By making a booking, the Guest consents to such processing.

ANNEXURE B

NAMIBIA2GO: STANDARD TERMS AND CONDITIONS OF VEHICLE RENTAL

(This Annexure forms part of and must be read together with the Gondwana Group Terms and Conditions. Capitalised terms not defined herein have the meaning given in the Group Terms)

B1. APPLICATION AND INCORPORATION

1.1. These Terms apply exclusively to the rental of motor vehicles by Namibia2Go, whether booked directly, through agents, tour operators, or trade partners.

1.2. This Annexure supplements the Gondwana Group Terms and regulates vehicle-specific rights, obligations, and risks.

1.3. In the event of any conflict, the hierarchy of terms set out in the Gondwana Group Terms shall apply.

B2. RENTAL CONTRACT AND ACCEPTANCE

1.4. A binding rental contract comes into existence once:

1.4.1. Namibia2Go issues a Rental Agreement; and

1.4.2. the Renter takes possession of the Vehicle.

1.5. Quotations, provisional bookings, or availability indications do not constitute a binding agreement.

1.6. The person signing the Rental Agreement warrants that they have authority to bind all Renters, Drivers, and Additional Drivers listed.

B3. DELIVERY AND CONDITION OF THE VEHICLE

1.7. The Vehicle is deemed delivered when the Renter takes possession of the keys.

1.8. The Vehicle shall be deemed to be in good order, roadworthy, and free from damage unless otherwise recorded in writing on the Vehicle Condition Report at the time of delivery.

1.9. Any damage not recorded at delivery shall be deemed to have occurred during the Rental Period and shall be for the Renter's account.

B4. USE OF THE VEHICLE

1.10. The Vehicle may only be used during the agreed Rental Period or any authorised extension.

1.11. Only the Driver and Additional Driver recorded on the Rental Agreement, each of whom must hold a valid driving licence as defined herein, may drive the Vehicle.

1.12. For purposes of this Agreement, a valid driving licence shall mean a licence that:

1.12.1. is current and not expired, suspended, or endorsed in a manner prohibiting the holder from driving;

1.12.2. is in the English language;

1.12.3. contains a clear photograph and signature of the holder;

1.12.4. corresponds exactly with the name reflected in the driver's passport or national identification document; and

1.12.5. in the case of a foreign licence not issued in English or not meeting the above criteria, is accompanied by a valid International Driving Permit (IDP) presented together with the original licence.

1.13. The Vehicle shall not be used or driven in any manner that constitutes a breach of any applicable law, regulation, road ordinance, or any provision of this Agreement. Driving is permitted strictly on marked, recognised, and public roads only.

1.14. The Vehicle may not be used:

1.14.1. before sunrise or after sunset on gravel roads or outside town limits;
1.14.2. for hire, reward, racing, testing, or motor sport;
1.14.3. for guided tours unless legally authorised and approved in writing;
1.14.4. to tow any vehicle, trailer, or caravan unless authorised in writing;
1.14.5. outside Namibia without prior written cross-border authority;
1.14.6. in areas of civil unrest or political disturbance;
1.14.7. in any negligent, reckless, or unlawful manner.

1.15. Without derogating from any statutory road ordinance speed limits, which shall at all times take precedence, the following general maximum speed guidelines shall apply, and any breach thereof shall constitute a material breach of this Agreement:

1.15.1. 60 km/h within city limits and urban areas;
1.15.2. 80 km/h on gravel roads;
1.15.3. 120 km/h on tarred or paved highways;

1.16. within National Parks, strictly in accordance with posted road signage and park regulations.

1.17. Negligent driving includes, without limitation:

1.17.1. speeding;
1.17.2. harsh braking, acceleration, or cornering;
1.17.3. driving under the influence of alcohol or drugs;
1.17.4. night driving on gravel roads or outside town limits;
1.17.5. driving through water exceeding 25cm, whether flowing or stagnant.
1.17.6. Driving in low range (4L) for prolonged periods of time at speeds above 30km/h.
1.17.7. Driving in 4WD (4L or 4H) on tarred or paved roads.
1.17.8. driving on unmarked roads / off-road activities without an approved guide.

1.18. The Renter remains fully responsible for the Vehicle, keys, tyres, tools, accessories, and all equipment supplied with the Vehicle at all times during the Rental Period.

1.19. The Renter must ensure that the correct fuel type, as specified for the Vehicle, is used at all times. Any damage resulting from the use of incorrect fuel shall be for the Renter's sole account.

B5. RENTER AND DRIVER OBLIGATIONS

1.20. The Vehicle may not be driven by any person under the age of 23 or by any person who has held a valid driver's licence for less than one year.

1.21. The Renter warrants that:

1.21.1. no Driver will operate the Vehicle under the influence of alcohol or drugs;
1.21.2. all Drivers hold valid licences appropriate to the Vehicle;
1.21.3. all traffic and road laws will be complied with;
1.21.4. all information provided to Namibia2Go is true and correct.

1.22. The Renter remains fully liable under the Rental Agreement irrespective of whether the Renter was personally driving the Vehicle.

B6. RENTAL CHARGES, DEPOSITS, AND PAYMENTS

1.23. Rental rates and charges are as reflected in the Rental Agreement.

1.24. The Renter authorises Namibia2Go to debit any outstanding rental amounts, damages, fines, or charges arising from the rental.

1.25. Early return of the Vehicle does not entitle the Renter to any refund.

B7. ADDITIONAL CHARGES

1.26. Additional charges may include, without limitation:

1.26.1. fuel refilling costs;

1.26.2. valet cleaning fees (where excessive dirt, odours, residue, or contamination is present);

1.26.3. accident administration fees;

1.26.4. towing, recovery, and storage costs;

1.26.5. water, underbody, or suspension damage.

1.26.6. Insurance excess fee if negligent driving can be proved.

B8. RETURN OF THE VEHICLE

1.27. The Vehicle must be returned on the agreed date, time, and location.

1.28. The Vehicle must be returned with a full fuel tank ("full-to-full").

1.29. Risk remains with the Renter until the return of the Vehicle is recorded by Namibia2Go.

1.30. Failure to return the Vehicle constitutes unlawful possession and may result in recovery action and criminal reporting.

B9. CANCELLATION OF RENTAL

1.31. Cancellations must be submitted in writing prior to vehicle collection.

1.32. The following cancellation fees apply:

Days	Amounts
more than 30 days	full refund
14–30 days	15% of rental value
7–13 days	25% of rental value
less than 7 days / no-show	50% of rental value

B10. INSURANCE, LIABILITY AND EXCLUSIONS

1.33. Subject to compliance with all provisions of this Agreement, the Vehicle is covered by standard motor vehicle insurance.

1.34. Notwithstanding such insurance, the Renter shall be liable for payment of the applicable insurance excess in the amount of N$ 55,000.00 (Fifty-Five Thousand Namibian Dollars) in the event of any loss or damage to the Vehicle where the

Lessor is able to demonstrate, on a balance of probabilities, that such loss or damage arose as a result of:

1.34.1. negligent, reckless, or unlawful conduct by the Renter or authorised Driver;
1.34.2. breach of any provision of this Agreement;
1.34.3. driving in contravention of the permitted use provisions contained herein; or
1.34.4. operation of the Vehicle by an unauthorised or unlicensed driver.

1.35. For avoidance of doubt, conduct constituting “negligence” shall include, but not be limited to, the negligent driving examples set out in Clause B4 above.

1.36. The insurance cover does not extend to, and the Renter shall remain fully liable for, the following:

1.36.1. loss, theft, or damage to vehicle keys (including replacement of keys, reprogramming, towing, locksmith services, and associated transport costs);

1.36.2. loss, theft, or damage to any equipment, tools, accessories, recovery gear, camping equipment, or any additional items supplied with the Vehicle;

1.36.3. damage resulting from the use of incorrect fuel;

1.36.4. damage arising from water submersion or water ingress exceeding the permitted depth stated in this Agreement;

1.36.5. tyre damage not arising from ordinary wear and tear.

1.37. In the event of loss or damage to keys or equipment, the Renter shall be liable for the full replacement cost, including procurement, programming, transport, labour, and any associated administrative costs.

1.38. The Renter acknowledges that loss of keys may immobilise the Vehicle and may result in recovery, towing, and operational disruption costs, all of which shall be recoverable from the Renter.

1.39. Nothing in this clause shall limit the Lessor's right to recover damages exceeding the stated excess where the Renter's conduct constitutes gross negligence, wilful misconduct, or fraud.

B11. INCIDENTS, ACCIDENTS, AND THEFT

1.40. In the event of an incident, accident, theft, or loss, the Renter must:

1.40.1. notify Namibia2Go immediately by telephone;
1.40.2. report the incident to the police within 24 hours;
1.40.3. obtain a police report / road accident form and case number;
1.40.4. not admit liability;
1.40.5. take reasonable steps to safeguard the Vehicle.

1.41. The Renter shall cooperate fully with Namibia2Go and its insurers.

B12. INDEMNITY

1.42. The Renter indemnifies Namibia2Go against all loss, damage, claims, penalties, fines, and liabilities arising from the rental, except where caused by Namibia2Go's gross negligence.

B13. TRACKING, DATA, AND RECOVERY

1.43. Vehicles are fitted with tracking devices monitoring speed and driving behaviour.

1.44. Namibia2Go may use such data for enforcement, recovery, insurance claims, or legal proceedings.

1.45. The Renter consents to the use of personal data for vehicle tracing and recovery.

B.14. CLAIMS AND REFUNDS

1.46. Any claim for reimbursement, including but not limited to the replacement of a tyre or repair of a puncture, shall be subject to strict compliance with this clause.

1.47. The Renter shall only be eligible for reimbursement where:

1.47.1. the expense was reasonably and necessarily incurred;
1.47.2. the Renter first notified the Lessor where reasonably possible; and
1.47.3. the Renter provides a valid original Tax Invoice issued in the name of Gondwana Collection Namibia reflecting the correct entity details and VAT particulars.

1.48. No reimbursement shall be considered without submission of a valid Tax Invoice in the name of Gondwana Collection Namibia. Invoices issued in the name of the Renter or any third party shall not qualify for reimbursement.

1.49. All approved refunds shall be processed exclusively via Electronic Funds Transfer (EFT) or SWIFT transfer. No cash refunds shall be made, and, in the absence of a fuel or security deposit system, no credit card reversals shall be processed.

1.50. In order to comply with Namibian banking regulations, anti-fraud protocols, and internal financial control policies, the following documentation shall be required before any SWIFT or international refund is processed**:**

1.51. An official bank letter confirming:

1.51.1. the name of the account holder;
1.51.2. the IBAN or bank account number; and
1.51.3. the physical address of the bank;

OR

1.51.4. A copy of a bank statement clearly reflecting:

1.51.4.1. the account holder's name;

1.51.4.2. the IBAN or bank account number; and

1.51.4.3. the physical address of the bank (provided that account balances may be redacted).

1.51.5. A clear copy of the passport of the beneficiary or authorised signatory;

1.51.6. The full residential address of the beneficiary or account holder.

1.52. Refunds shall only be made into a bank account bearing the same name as the booking reference or, in the case of a corporate booking, into the bank account of that company.

1.53. If the refund is to be made into an account bearing a different name, an original signed letter of instruction shall be required, signed by both parties and/or the authorised signatory of the relevant account, expressly authorising the payment.

1.54. The Lessor shall not accept banking details dictated via email correspondence. All required documentation must be submitted in formal written format and in accordance with internal compliance procedures.

1.55. The Lessor reserves the right to withhold any refund where the documentation submitted is incomplete, inconsistent, suspicious, or does not comply with Namibian banking regulations.

1.56. Processing times for approved refunds shall be subject to banking clearance periods and international SWIFT processing timelines, for which the Lessor shall not be liable.

ANNEXURE C

GONDWANA TRAVEL CENTRE

PRODUCT- AND SERVICE-SPECIFIC TERMS AND CONDITIONS

(This Annexure forms part of and must be read together with the Gondwana Group Terms and Conditions. Capitalised terms not defined herein bear the meanings assigned in the Group Terms)

C1. APPLICATION AND INCORPORATION

1.1. These Terms apply exclusively to travel planning, tour operating, and booking services rendered by Gondwana Travel Centre.

1.2. This Annexure supplements the Gondwana Group Terms and governs tour-operator-specific commercial, operational, and liability matters.

1.3. In the event of any conflict, the hierarchy of terms set out in the Gondwana Group Terms shall apply.

C2. ROLE AND CAPACITY OF GONDWANA TRAVEL CENTRE

1.4. Gondwana Travel Centre acts as a tour operator and booking intermediary, arranging travel services supplied by third-party Suppliers.

1.5. Unless expressly stated otherwise in writing, Gondwana Travel Centre does not itself provide:

1.5.1. accommodation;

1.5.2. transport services;

1.5.3. vehicle rental;

1.5.4. flights; or

1.5.5. activities or excursions.

1.6. Each Supplier provides its services subject to its own terms and conditions, which are incorporated by reference into the Client's Booking.

1.7. Gondwana Travel Centre does not warrant the performance, solvency, or conduct of any Supplier.

C3. BOOKING CONFIRMATION AND CONTRACT FORMATION

1.8. A Booking is confirmed only once:

1.8.1. the required deposit has been received in cleared funds; and

1.8.2. written confirmation has been issued by Gondwana Travel Centre.

1.9. Quotations, itineraries, or provisional reservations do not constitute confirmed bookings and are subject to availability at the time of confirmation.

1.10. The Client warrants that they have full authority to bind all persons included in the Booking.

C4. PAYMENTS AND PRICING

1.11. A non-refundable deposit of 25% of the quoted price is required to confirm a Booking, unless otherwise stated in writing.

1.12. All quoted prices are inclusive of VAT unless expressly stated otherwise.

1.13. The balance of payment is due 60 days prior to the commencement of travel, unless otherwise agreed in writing.

1.14. Failure to make payment timeously entitles Gondwana Travel Centre to cancel the Booking and apply cancellation charges.

C5. PAYMENT METHODS

1.15. Accepted payment methods include:

1.15.1. secure online credit card payment via invoice link;

1.15.2. bank deposit or EFT to the designated Gondwana bank account.

1.16. The Client acknowledges that international transfers may:

1.16.1. incur delays;

1.16.2. attract bank charges; and

1.16.3. be subject to exchange rate fluctuations.

1.17. Any shortfall resulting from exchange rate movements or bank charges remains the Client's responsibility and must be settled prior to travel.

C6. CANCELLATIONS AND AMENDMENTS

1.18. Cancellations or amendments are effective only upon written acknowledgement by Gondwana Travel Centre.

1.19. The following cancellation fees apply (calculated on the full quoted price):

Notice Period	Cancellation Fee
More than 45 days	25%
30 – 44 days	50%
14 – 29 days	75%
Less than 14 days	100%
No-show	100%

1.20. Certain Suppliers may impose more stringent deposit or cancellation terms.

1.21. The Client remains fully liable for any higher cancellation fees imposed by a Supplier, notwithstanding the above scale.

C7. FLIGHTS (REGIONAL AND DOMESTIC ONLY)

1.22. Gondwana Travel Centre may arrange regional and domestic flights only, unless otherwise expressly agreed.

1.23. Airfares and airport taxes are subject to change without notice.

1.24. Fares are based on the lowest available class at the time of quotation and subject to availability at booking.

1.25. Gondwana Travel Centre is not liable for:

1.25.1. airline schedule changes;

1.25.2. route discontinuations;

1.25.3. missed connections.

1.26. Passenger names must correspond exactly with passport details.

1.27. Late check-in may result in forfeiture of tickets.

1.28. Airline cancellations, no-shows, and amendments are governed by:

1.28.1. airline rules; and

1.28.2. the cancellation policy in clause C6 above.

C8. VEHICLE RENTAL (INCLUDING NAMIBIA2GO)

1.29. Where vehicle rental is included, Gondwana Travel Centre acts solely as booking agent.

1.30. The rental contract is concluded directly between the Client and the vehicle rental Supplier.

1.31. The Supplier's rental terms (including Namibia2Go Terms) apply in full and are incorporated by reference.

1.32. Additional charges may be payable directly to the Supplier, including:

1.32.1. excess or deductible authorisations;

1.32.2. cross-border fees;

1.32.3. additional driver fees.

1.33. Single-vehicle accidents may be deemed negligent, rendering the renter fully liable notwithstanding any excess or waiver.

C9. ACCOMMODATION AND ACTIVITIES

1.34. Accommodation and activities are provided by Suppliers subject to their own terms and conditions.

1.35. Where Gondwana Collection accommodation is booked, Annexure A applies in full.

1.36. Gondwana Travel Centre does not guarantee the performance of Suppliers and is not liable for their acts or omissions.

C10. TRAVEL INSURANCE

1.37. Clients are strongly advised to obtain comprehensive travel insurance covering:

1.37.1. cancellation and curtailment;

1.37.2. medical expenses and evacuation;

1.37.3. personal liability;

1.37.4. loss or theft of belongings.

1.38. Gondwana Travel Centre does not provide travel insurance unless expressly stated in writing.

C11. PASSPORTS, VISAS, AND CROSS-BORDER REQUIREMENTS

1.39. The Client is solely responsible for compliance with all passport, visa, immigration, health, and customs requirements.

1.40. Any guidance provided by Gondwana Travel Centre is general in nature and not guaranteed to be current or complete.

1.41. Certain neighbouring countries require payment of road taxes or insurance in USD, which remains the Client's responsibility.

C12. HEALTH, SAFETY, AND SPECIAL REQUIREMENTS

1.42. Dietary, medical, or special requirements must be disclosed at the time of booking.

1.43. Due to the remote nature of many destinations, special requirements cannot always be guaranteed.

1.44. Clients acknowledge the inherent risks associated with travel in remote and wilderness environments.

C13. EXCHANGE RATE FLUCTUATIONS

1.45. Gondwana's trading currency is the Namibian Dollar (NAD).

1.46. The Client bears all exchange rate risks.

1.47. Any shortfall must be settled prior to travel.

C14. REFUNDS

1.48. Refunds are processed in NAD.

1.49. Refunds involving third-party Suppliers may take up to five business days to process.

1.50. Bank charges and exchange rate differences are for the Client's account.

1.51. Foreign refunds are subject to Bank of Namibia requirements.

C15. LIMITATION OF LIABILITY

1.52. Gondwana Travel Centre shall not be liable for:

1.52.1. indirect or consequential loss;

1.52.2. acts or omissions of Suppliers;

1.52.3. changes caused by force majeure.

1.53. Liability, where applicable, is limited to the amount actually paid to Gondwana Travel Centre for its own services.

C16. DATA PROTECTION AND INFORMATION SHARING

1.54. Personal information is processed for booking administration, supplier coordination, statutory compliance, and service delivery.

1.55. Client data may be shared with relevant Suppliers strictly to the extent necessary to perform the Booking.

1.56. Gondwana's Privacy Policy is available in accordance with Clause 10.8 of the Group Terms and Conditions.

1.57. In making a Booking, the Client expressly consents to such processing and information sharing.