



TERMS AND CONDITIONS

COMPANY INFORMATION:

Legal Entity name:	Tot Wa Tours and Transfers cc
Business Registration No:	CC/2020/07004
NTB Registration No:	TSO 01268
Country of Domicile:	Namibia
Physical Address:	14 Lenie Street, Ludwigsdorf, Windhoek, Namibia, 10005
Postal Address:	P.O. Box 9332, Eros, Windhoek, Namibia, 10005
E-mail:	info@tot-wa.com
Contact:	+264 81 600 8766
Website:	www.tot-wa.com

*For the avoidance of doubt, these terms and conditions are applicable to all requests, quotations, offers, instructions, orders, order confirmations, agreements and other legal acts.

DEFINITIONS:

TOT WA provides the following services, please refer to definitions below for detail:

- Windhoek Airport transfers
- Outbound Airport transfers
- Private transfers
- Private transfers supplement
- Day tours
- Tours and Safaris

Windhoek Airport transfers: transfer of passengers and their standard luggage from either Hosea Kutako International Airport, or Eros Airport, to any location in Windhoek suburbs and vice versa.

Outbound Airport transfers: transfer of passengers and their standard luggage from either Hosea Kutako International Airport or Eros Airport to any location outside Windhoek suburbs and vice versa.

Windhoek suburbs: are defined as the following areas , Academia, Auas View, Auasblick, Avis, Cimbebasia, Dorado Park, Eros, Eros Park, Goreangab, Hakahana, Hochland Park, Hochland Rand, Katutura, Khomasdal, Klein Windhoek, Kleine Kuppe, Lafrenz, Ludwigsdorf, Luxury Hill, Northern Industrial, Okuryangava, Okuyarangava, Olympia, Ongos, Otjomuise, Pioneers Park, Prosperita, Rhino



Park, Rocky Crest, Southern Industrial, Southern Industrial Area, Suiderhof, Tauben Glen, Wanaheda, Windhoek Central, Windhoek Country Club, Windhoek East, Windhoek North, Windhoek South, Windhoek West.

Outbound location: any location outside Windhoek suburbs

Standard luggage: 1 x 7 kg carry-on luggage, and 1 x 23 kg checked-in luggage, and 1 x 1kg small bag per passenger.

Excess Luggage: exceeds the standard luggage.

Oversized luggage: Luggage not defined above eg. Sporting equipment, musical instruments etc.

Windhoek City transfer: transfer of passengers and their standard luggage from a location in Windhoek suburbs to another location in Windhoek suburbs.

Private transfer: transfer of passengers and their standard luggage from any location to any other location, subject to driver returning to Windhoek the same day.

Private transfer supplement: transfer of passengers and their standard luggage from any location to any other location, where driver is required to overnight before or after the transfer.

Tours and Safaris: the provision of transfers to various locations, accommodation, meals, activities and experiences.

Day tour: transfer of passengers and their luggage from one location to another location and includes at least one activity, subject to driver returning to Windhoek the same day.

Activity: an item that a person or group of passengers do. These may include but are not limited to, city tours, game drives, cultural visits, national park visits.

Accommodation: the provision of a place to stay such as Hotels, lodges, Guest house, resort, Apartment, backpackers, camp site

DBB: Dinner, Bed (Accommodation) and Breakfast.

Last-minute bookings: a booking request made 24 hours or less from the pick-up time.

Last-minute amendments to a booking request made 24 hours or less from the pick-up time.

Agent: Clients that have account payment terms which include but not limited to, small businesses, corporates, travel agents, tour operators, lodges and accommodation establishments and airlines.



POLICIES, TERMS & CONDITIONS:

1. Contract & Delivery policy

- i. The contract will become effective as from the date the deposit is received by Tot Wa Tours and Transfers CC (hereinafter known as Tot Wa).
- ii. The contract is subject to the Namibian Law.
- iii. Any person making a reservation accepts the terms and conditions of this agreement set out hereunder.
- iv. All services are subject to availability and receipt of final booking confirmation by way of email notification.

2. Customer Privacy policy

Tot Wa shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: <http://www.lawsofsouthafrica.up.ac.za/index.php/current-legislation>.

3. Payment options accepted

The following payment options are available:

- i. Bank wire / Electronic Fund Transfer (EFT)
- ii. Online card payment via DPO PayGate
- iii. On arrival cash payment - only available for Windhoek Airport transfers and Windhoek City transfers
- iv. On arrival card payment using FNB Pocket point of sale device - only available for Windhoek Airport transfers and Windhoek City transfers
- v. 30-day accounts available to agents and regular clients

4. Card acquiring and security

Card transactions will be acquired for Tot Wa via DPO Pay who are the approved payment gateway for Namibian Acquiring Banks. DPO uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website.

5. Customer details separate from card details

Customer details will be stored by Tot Wa separately from card details which are entered by the client on DPO's secure site.



6. Merchant Outlet country and transaction currency

The merchant outlet country at the time of presenting payment options to the cardholder is Namibia.
Transaction currency is Namibian Dollar (NAD).

7. Payment terms for Windhoek Airport transfers and Windhoek City transfers

- i. Payment is due prior to service delivery or on arrival. Pay-later bookings are payable on arrival in cash or by card.
- ii. EFT payments shall be made two business days before service delivery.

8. Payment terms for Private Transfers, Day trips, Tours & Safaris

- i. 50% Deposit required to confirm booking.
- ii. Full Payment is due 45 days prior to service delivery.
- iii. Bookings made within a 45-day period require full payment to confirm the booking.
- iv. Bank wire payments shall be made five business days prior to the 45-day period.

9. Cancellation Policy

The following cancellation fees shall be applied:

- i. 60+ days prior to trip commencement date - 0% of total booking amount
- ii. 30-60 days prior to trip commencement date - 25% of total booking amount
- iii. 15-29 days prior to trip commencement date - 50% of total booking amount
- iv. 7-14 days prior to trip commencement date - 75% of total booking amount
- v. Less than 7 days prior to trip commencement date - 100% of total booking amount
- vi. No Shows - 100% of total booking amount

No refund will be made by the Company if, for any reason, inclusions or parts of the tour cannot be carried out / or utilized. These would include all facets such as meals, game drives, accommodation etc. This would also apply to any client who has booked a tour but fails to undertake the tour for any reason.

10. Booking Amendment Policy

If you wish to make any changes to or cancel your safari after your booking has been confirmed, we will require such requests in writing from the person making the booking. If you wish to change any details of the land content of your safari (e.g. change departure dates, accommodation types or any parts of the itinerary), we will do our best to assist, however there will be an Amendment fee levied



of 5% of tour price per person. If you wish to cancel your holiday the cancellation policy above will be applied from the date of receipt of a written cancellation request.

11. Price Changes and updates to Rates

- i. Tot Wa reserves the right to increase the price of any tour prior to departure due to factors beyond the control of Tot Wa, such as, without being limited to, an increase in fuel prices, new Government legislation, accommodation price increases, fluctuations in exchange rates, etc.
- ii. If Tot Wa announces an increase in the tour price in terms of this Clause, such an additional amount must be paid to Tot Wa before the departure of such tour.

12. Responsibility and Liability

- i. Tot Wa takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.
- ii. Neither Tot Wa, nor any person acting for through and on behalf of the Company shall be liable for any loss or damage whatsoever arising from any cause whatsoever and without restricting the generality of the foregoing shall particularly not be responsible for the loss or damage arising from any errors or omissions contained in its brochure or other literature, late or non-confirmation or acceptance or bookings, loss or damage caused by delays, sickness, injury or death, whether occasioned by negligence or not.
- iii. Tours offered by the Company cover a wide spectrum of the African wilds and neither the Company, its employees or agents can be held responsible for any injury or other related incidents whilst on the tour / safari.
- iv. The Company shall have the right at any time at its sole discretion to cancel or the remainder thereof or to make an alteration to the route, accommodation price or other details. This would include any event of any tour being rendered impossible, illegal or inadvisable by weather, avalanches, strikes, war, government or other interference or due to any other cause whatsoever. The extra expenses incurred as a result thereof shall be the responsibility of the client.
- v. The Company may at its discretion and without liability or cost to itself at any time cancel, or terminate, a client's booking and in particular, without limiting the generality of the foregoing, it shall be entitled to do so in the event of illness or the illegal or incompatible



behaviour of any client undertaking the tour, who shall in such circumstances not be entitled to any refund.

- vi. Any person making a reservation with the Company warrants that he or she has the necessary authority to enter into this contract on behalf of the person or persons included in such a booking. The person making the reservation shall be liable for the total amount due to the Company.

9. Client's Obligations

- i. It is the onus and responsibility of the client to obtain the necessary comprehensive insurance before departure for any possible cancellations, medical expenses, protection or personal property and money.
- ii. The onus is upon the client to ensure that passports and visas are valid for the duration of the safari. The Company cannot be held liable for any necessary visas or other travel documents not held by clients. In the event of a client not having the necessary documentation to enter any area or country the Company shall reserve the right to leave the client at the point of entry of such an area or country. In such an event, the Company will not be held responsible to the client for further travel arrangements.
- iii. The client shall be reasonably fit to undertake the tour.
- iv. Anti-malaria precautions should commence prior to tour departure. A medical doctor should be consulted for advice.

10. Baggage

- i. Clients are limited to 1 X set standard luggage (as per definitions) per passenger.
- ii. Tot Wa reserves the right to charge additional fees for excess and oversized luggage.

11. Country of domicile

This website is governed by the laws of Namibia. Tot Wa chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature:

Physical Address: 14 Lenie Street, Ludwigsdorf, Windhoek, Namibia, 10005

Postal Address: P.O. Box 9332, Eros, Windhoek, Namibia, 10005

12. Variation



TOT WA
TOURS & TRANSFERS

☎ : +264 81 600 8766

✉ : info@tot-wa.com

📮 : P.O. Box 9332, Eros
Windhoek

Tot Wa may, in its sole discretion, change this agreement or any part thereof at any time without notice.

13. Force majeure

We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by reasons or circumstances amounting to 'force majeure'. This includes any event which we the supplier of the service(s) in question could not, even with all due care, foresee or avoid such as, for example, war or threat of war, civil strife, natural or nuclear disaster, industrial dispute, terrorist activity, adverse weather conditions, fire and all similar events.