

LIVE THE — JOURNEY

TERMS AND CONDITIONS

PLEASE NOTE THAT A REFERENCE TO LIVE THE JOURNEY IN THIS DOCUMENT IS TO BE UNDERSTOOD AS A REFERENCE TO LIVE THE JOURNEY HOLDINGS (PTY) LTD (REGISTRATION 2019/271061/07) (South Africa) AND LTJ TOURS (PTY) LTD (REGISTRATION 2013/0924) (Namibia) AND VERONA INVESTMENTS TWO CC (REGISTRATION CC/2001/084) (Namibia) AND ANY OF THEIR DIRECTORS, SHAREHOLDERS, SUBSIDIARIES, EMPLOYEES, OFFICERS, REPRESENTATIVES, SUPPLIERS, GUIDES, SERVANTS AND SUBCONTRACTORS.

1. LEGAL ASPECTS

- 1.1. Live the Journey shall not be liable for any loss, damage or expense of any nature whatsoever suffered by the traveller arising from:
 - The loss of or any damage to any property.
 - The cancellation or curtailment of any tour.
 - Sickness, quarantine, weather conditions, war, strikes, riots and/or any other cause of any nature whatsoever, howsoever caused and whether as a result of negligence or otherwise.
- 1.2. Live the Journey accepts no liability for the death of, injury to, loss and/or damage to, any person and/or property arising out of any act or omission of Live the Journey whether as a result of negligence or otherwise. The traveller shall be deemed to have waived, renounced and abandoned any and all rights and entitlements to which he or she may be entitled under the provisions of the law of the Republic of South Africa for any loss or damage to person and/or property.
- 1.3. Travellers shall be solely responsible for complying with the formalities required by police, customs, immigration, health and all other authorities at the point of entry or arrival, departure and whilst in transit, in each and every country visited. Whilst Live the Journey will endeavour to provide the traveller, prior to departure, with the latest information concerning such regulations and restrictions, it shall not be responsible and does not accept any liability whatsoever for any inaccuracies or omissions in this regard.
- 1.4. All travel arrangements, such as flight bookings, hotel and accommodation reservations, motor transport bookings and the like made by Live the Journey on behalf of the traveller are subject to the booking conditions and cancellation provisions of the relevant supplier thereof. The traveller is therefore also subject to these booking conditions.
- 1.5. Live the Journey reserves the right, in its sole discretion, to alter or substitute routes, refreshments, meals, accommodation, itineraries, tours, services, vehicles and/or arrangements should conditions necessitate this. In such instances, substitutes of equal value will be offered wherever possible.
- 1.6. If, in the opinion of Live the Journey, the fulfilment of any tour is considered impossible, illegal or if, in its opinion, inadvisable due to force majeure, adverse weather conditions, avalanches, strikes, war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks, government interference and/or any other cause, it may at any time cancel such tour or what remains of it or make alterations to the route, accommodation, date, price and/or any other aspect thereof, as reasonably deemed appropriate in its sole discretion, and any losses and expenses resulting from such cancellation or alteration shall be borne by the traveller.

Live the Journey reserves the right to cancel advertised tours due to insufficient group numbers. In the event of a tour being cancelled by Live the Journey for this reason, a full refund on money already paid to Live the Journey by tour members, for the specific tour being cancelled, will be made to the traveller.

2. PAYMENT TERMS

Kindly note that to enable us to let you Live the Journey and make it an unforgettable experience we have to make numerous upfront arrangements and incur costs at our risk to make it possible. To reduce our risk as well as the risk of the tour taking place and subject to paragraph 1 above the following payment terms apply:

- 2.1 No reservation is secure without payment of the required deposit.
- 2.2 Reservations made 4 calendar months and longer prior to departure requires a 30% deposit of the total value of the booking, to be supplemented to 50% of the total value of the booking at a date 4 calendar months prior to departure;
- 2.3 Reservations made between 46 calendar days and 4 calendar months prior to departure require a 50% deposit of the total value of the booking;
- 2.4 All reservations must be fully paid (100%) by the latest 46 calendar days prior to departure;
- 2.5 The above provisions exclude air travel which requires 100% payment upon booking.
- 2.6 Deposits and payments are not transferable.
- 2.7 For tours that include services of suppliers with more stringent policies, different payment terms may apply. In such case, your consultant will advise the balance payment terms at the time of booking.
- 2.8 All prices are quoted nett of any financial transaction charges.
- 2.9 Bank charges are the sole responsibility of the traveller.
- 2.10 In all instances, payment shall be made in the currency in which the invoice is made out.
- 2.11 Failure to comply with these terms will result in an automatic cancellation of your booking.

3. BANKING DETAILS

Account name	Live the Journey Holdings Pty Ltd
Bank	Nedbank
Branch	Tygerberg Winelands, 198765
Account number	120 791 1461
SWIFT Code	NEDSZAJJ

4. CANCELLATION POLICY

- 4.1. Any cancellation of a confirmed booking must be received in writing.
- 4.2. In the event of cancellation, the charge will be determined as at the date on which the cancellation is received.
- 4.3. The following are our standard cancellation charges notwithstanding any payments that have been made:
 - 120 calendar days to 62 calendar days prior to departure: 30% of total tour value
 - 61 calendar days to 45 calendar days prior to departure: 50% of total tour value

- less than 45 calendar days prior to departure: 100% of total tour value
- 4.4. All airfare reservations are arranged subject to the conditions imposed by the respective airline. The traveller is therefore subject to the conditions imposed by the airline with regard to any changes to the original booking, regardless of the reason.
- 4.5. Should the traveller for any reason fail to take up his/her booking or to undertake a tour, join it after departure or leave prior to its completion, no refund will be made and no credit will be granted.
- 4.6. Adjusted quotation prices as contemplated in 7.5 below shall not under any circumstances serve as a ground for cancellation of a tour.
- 4.7. Should a cancellation occur based upon a Covid- or other virus or pandemic related reason in respect of tours presented by Live the Journey (excluding tour packages booked through a third party) the following rules will apply:
 - 4.7.1. If the publication in any country of new legislation or any measure having the force of law makes the trip impossible or is likely, in the sole discretion of Live the Journey, to have a seriously negative impact upon the trip's viability or executability, Live the Journey shall immediately communicate with the traveller and give him/her the opportunity to move the trip to a newly arranged date. If accepted by the traveller all payments received will be transferred to the credit of the newly arranged trip. In the event of an increase in price beyond Live the Journey's control between the two trips the difference will be for the client's account.
 - 4.7.2. In the event of another newly arranged trip on another date not being available or acceptable to the traveller the traveller will have the opportunity to exchange the payments received for a voucher that will be valid as a payment towards another trip for 12 months in the destination country in which the original trip was booked. Any increase in costs will be for the traveller's account.
 - 4.7.3. Should a traveller unilaterally decide to cancel the tour and prefer not to follow any of the previous options the standard terms and conditions set out in the cancellation policy above will apply.
 - 4.7.4. Should a traveller cancel a trip prior to commencement as a result of Covid- or other virus or pandemic related reason (proof of this will be required) the traveller together with all payments already made in respect of the tour will be moved to another date.
 - 4.7.5. Regardless of the nature of the test for a Covid- or other virus or pandemic required by the applicable authority of any country, should a traveller test positive before a tour and as a result cancel his/her booking or a 100% cancellation fee will be applicable. Travellers are advised to make sure such cancellation is therefore covered by the medical insurance contemplated in paragraph 7 below.

5. DATE CHANGES TO BOOKINGS

- 5.1. Any request by a guest to amend or change a booking to a new date once it has been confirmed by a deposit may be accommodated subject to availability. If Live the Journey is able to assist, and depending on the nature and extent of the change, an administrative fee of 10% of the tour price may be charged by Live the Journey. Any such administrative fees shall be invoiced to the guest and must be settled as per the standard terms applicable to the booking. If the invoice is not paid within such time, Live the Journey may construe such non-payment as an act of cancellation on the part of the guest and the provisions of clause 4 shall apply.
- 5.2. Changes to booking dates will only be permitted up to 90 calendar days for individual guests, and 120 calendar days for groups (6 or more guests, travelling in the same party) prior to tour date, and subject to clause 5.1.
- 5.3. Only one date change is permitted.
- 5.4. Date changes are only permitted on the following tours:
 - 5.4.1. Faces of the Namib
 - 5.4.2. Lüderitz to Walvis Bay

- 5.4.3. Faces of the Skeleton Coast
- 5.4.4. Seven Rivers of Northern Namibia
- 5.4.5. Namib100 Hike
- 5.4.6. Namaqua Flower Hike
- 5.4.7. Wupperthal Cederberg Hike

6. GENERAL

- 6.1. Rates for children are available on request.
- 6.2. Children 12 years and older are considered adults and required to pay the applicable tariff, unless specifically otherwise arranged with Live the Journey.

7. HOW TO BOOK

- 7.1. Contact the office of Live the Journey by e-mail, fax or phone.
- 7.2. Any Notice of Booking or its confirmation, amendment or cancellation must be received in writing.
- 7.3. All reservations are subject to Live the Journey's terms and conditions, including its cancellation policy.
- 7.4. Quotations are valid only for the dates and/or periods specified and are subject to adjustment if the services quoted for are not available at the time of actual booking. Any changes to the quotation requested by the traveller and which may lead to additional costs will be charged accordingly.
- 7.5. Quoted prices are subject to adjustment in the event of fluctuating costs that may change and that relate to, but are not limited to government-imposed taxes, fuel prices, air fares, accommodation tariffs, tourism levies, concession fees, permits and/or the introduction of national, regional or local taxes or levies of whatever nature.

8. INSURANCE

- 8.1. It is a condition of booking that all travellers, including any accompanying dependents or companions, are covered by fully comprehensive travel and medical insurance for the duration of their trip.
- 8.2. Travellers are required to ensure that the travel and medical insurance contemplated in this paragraph read together with the introductory paragraph above is in place. This is the sole obligation and responsibility of the traveller and not of Live the Journey.
- 8.3. This insurance should include cover in respect of, but not necessarily limited to, the following eventualities:
 - Loss or wasted costs resulting from cancellation and/or curtailment of a tour for any reason
 - Emergency evacuation expenses
 - Medical expenses
 - Repatriation expenses and
 - Damage suffered as a result of theft, loss of personal baggage, money and goods.
- 8.4. It is the responsibility of all travellers to purchase such travel insurance within 24 hours from making any payment towards a trip.
- 8.5. Live the Journey will accept no responsibility whatsoever for any costs or losses incurred or suffered by the traveller, traveller's dependents or travelling companions, with regards to, but not limited to, any of the above-mentioned eventualities. Travellers not covered by adequate insurance may be charged directly by individual service providers for any emergency services required or may find themselves in a position unable to access such services.

9. NEWSLETTER

We will send you our newsletter from time to time. If you don't want to receive this, you are welcome to unsubscribe.

10. CONSENT

The payment of a deposit or any other payment in respect of a reservation with Live the Journey constitutes consent by all travellers covered by that payment to all the terms, conditions and provisions stipulated by Live the Journey.