

PHOTOMASHATU

TERMS & CONDITIONS

1. The client who signifies his acceptance of a booking does so on behalf of himself and persons under his authority, which means that all are bound by the terms and conditions ('these terms') of PhotoMashatu CC ('PhotoMashatu') as if they had made the application themselves.

2. All estimates or quotations provided by, or bookings made with PhotoMashatu are subject to these terms.

3. Should the client amend his booking at any stage, either in the form of a date change, itinerary amendment or any other change whatsoever, PhotoMashatu reserves the right to charge an amendment fee per booking. Booking changes may be made only up to 8 weeks in advance of the booked tour/workshop.

4. By PhotoMashatu, who reserves the right to and shall be entitled to cancel any tour or product sold prior to departure, PhotoMashatu shall be obligated to refund all amounts received by it and the client, who shall have no further claim of any nature whatsoever against PhotoMashatu arising out of such cancellations.

5. Should a client fail to use the services booked by PhotoMashatu on their behalf, for any reason whatsoever, no refund or liability will be accepted by PhotoMashatu/Mashatu.

6. If you sustain an injury or become ill using the PhotoMashatu services, the guide, and photographer has the right to continue the photo safari for the benefit of other participants. PhotoMashatu will make every effort to assist you while at the same time trying to minimize interruption to the rest of the clients.

PhotoMashatu reserve the absolute discretion, in the event of behaviour detrimental to other persons, to decline any person's participation at any time and cancel that person's participation, in which case any refund will be on a recoverable cost basis only.

To the fullest extent permitted by law, PhotoMashatu and/or its agents, disclaim liability for injury, damage, loss, or delay which may be occasioned by reason of a defect in any vehicle or for any other reason whatsoever, or through the acts or default of any company or person engaged in conveying the participant or in carrying out the arrangements. PhotoMashatu and/or its agents accepts no responsibility for losses or additional expenses due to delay or other changes in air or other services, sickness, weather, strike, war, quarantine or other causes. All such losses or expenses are borne by the participant.

The right is reserved by PhotoMashatu to (i) cancel the bookings prior to departure, in which case a refund of all payments received for the land package will be given.

In the event that, at the sole discretion of PhotoMashatu, it is necessary or advisable for the bookings to be cancelled due to such events as outbreak of conflict, government intervention, or withdrawal of access/traffic rights, the refund of all monies paid, pro rata if applicable after commencement, shall constitute a full and final settlement by PhotoMashatu and their agents of any obligations to participants. The operation of the bookings is at the sole discretion of PhotoMashatu, having in mind the welfare of all participants and the safe and prudent operation of the itinerary and program.

7. The client agrees that he/she will at all times comply with PhotoMashatu/Mashatu or in regard to his/her conduct.

8. When the client is travelling with persons under his/her authority, he/she warrants that he/she is authorized to bind every member to the terms of the contract.

9. PhotoMashatu has its own guide/resident photographer leading the sessions; even with other tour leaders, all authority for leading the sessions will be held by the PhotoMashatu' guide/resident photographer. The PhotoMashatu guide/ resident photographer will always collaborate with the other tour leaders, but authority on the running of the sessions/bookings, the behaviour of the other tour leaders and the management of the clients during transfers, hide sessions as well as game drives remains with the PhotoMashatu' guide/resident photographer.

10. These terms constitute the entire terms of the relationship between parties. There exists no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever regulating the relationship, and the client acknowledges that he/she has not relied on any matter or thing stated on behalf of PhotoMashatu or otherwise that is not included herein.

11. Clients, who have special requests, must specify such requests to PhotoMashatu/Mashatu reservationist when making the booking. Whist PhotoMashatu will always endeavor to accommodate such requests; it does not guarantee that it will always be possible.

12. No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the client and a duly authorized representative of PhotoMashatu.

13. No refunds will be considered in any circumstances whatsoever, although PhotoMashatu/Mashatu may, in its sole discretion, consider a refund in the event of death or serious illness of the client.

14. PhotoMashatu will under no circumstance be liable for any claim whatsoever, unless such claim is due to the

gross negligence of PhotoMashatu/ Mashatu and such claim is lodged in writing with PhotoMashatu within 30 (Thirty) days after the end of your booking. Such Liability will be subject to a limitation of R10 000,00 per client and under no circumstances will PhotoMashatu be liable for any indirect or consequential loss or damage.

15. Any payments due by the client will incur interest from the due date at a rate of 2% (two per centum) above the prime rate charged by PhotoMashatu' bank.

16. Botswana and South African laws and the jurisdiction of Botswana and South African courts will govern the relationship between the client and PhotoMashatu.

17. The client will be liable for all legal fees on an attorney and own client scale in the event that PhotoMashatu has to engage a lawyer to enforce any of its rights or otherwise.

18. PhotoMashatu is a registered Closed corporation. Under South African Law, we are obliged to charge 14% VAT for all services provided.

19. Payment received from clients in the form of a deposit and/or full payment for a service forms a binding agreement between the client and PhotoMashatu for the agreed services and is bound by PhotoMashatu' terms and conditions.

20. All image and intellectual rights of PhotoMashatu employees and subcontractors are the property of those individuals. These rights will remain with the individual till perpetuity and cannot be impinged on. Sub-contractors working for PhotoMashatu have the right to take photographs while working. PhotoMashatu will not enter into discussion regarding image rights. Clients will not have the right to impinge on PhotoMashatu employees from taking photograph.

CANCELLATION TERMS

The client who signifies his acceptance of a booking at the PhotoMashatu Hides and/or Photo Vehicle and/or Lens rental does so on behalf of himself and persons under his authority, which means that all are bound by the terms and conditions of PhotoMashatu/Mashatu as if they had made the application themselves.

CANCELLATION

PhotoMashatu/Mashatu reserves the right to charge the following cancellation fees should a confirmed reservation be cancelled within the following period:

1. More than 60 days prior to the booked date(s), a cancellation fee will be payable equal to 5% of the PhotoMashatu Hide/Lens Rental/Vehicle booking.
2. Less than 60 days prior to the booked date(s), a cancellation fee will be payable equal to 25% of the PhotoMashatu Hide/Lens Rental/Vehicle booking.
3. Less than 30 days prior to the booked date(s), a cancellation fee will be payable equal to 50% of the PhotoMashatu Hide/Lens Rental/Vehicle booking.
4. Less than 14 days prior to the booked date(s), a cancellation fee will be payable equal to 100% of the PhotoMashatu Hide/Lens Rental/Vehicle booking.

PhotoMashatu/Mashatu reserves the right to and is entitled to cancel any product sold prior to departure. PhotoMashatu/Mashatu shall be obligated to refund all amounts received by it and the client, who shall have no further claim of any nature whatsoever against PhotoMashatu/Mashatu arising out of such cancellations.

Should a client fail to use the services booked by PhotoMashatu/Mashatu on their behalf, for any reason whatsoever, PhotoMashatu/Mashatu will accept no refund or liability.