



## BREATHTAKING NAMIBIA

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A PHOTOGRAPHY JOURNEY WITH  
TANJA KOLIBIUS



## OUR PHOTOGRAPHY GROUP



**Tanja Kolibius**  
*Photographer*

+39 333 798 9831

✉ [tanja@tanjakolibius.com](mailto:tanja@tanjakolibius.com)

✉ [www.tanjakolibius.com](http://www.tanjakolibius.com)

Dear photography enthusiasts,

I am pleased that we have organized this photo trip to Namibia due to your great interest. Namibia is a paradise for beginners as well as for ambitious photographers with its fantastic landscapes and the wonderful colors of the changing light conditions!

While we travel through the country with the most spectacular photo motives of the world, I can offer you an individual photo support due to the limited number of participants of max. 8 people. You will also receive tips and tricks in image editing with the programs Lightroom / Photoshop for even better pictures.

You will find all details about the itinerary and our activities in the offer on the following pages. If you have any questions, please feel free to contact me or Patrick Sinclair, who developed this trip in consultation with me. I am looking forward to our Africa experience.

Warm Regards,  
Tanja Kolibius

### ***Register now!***

*To book your place on our adventure journey just send us an e-mail with your full name, postal address, mobile number, date of birth or fill out the form. You will then receive a booking confirmation and the invoice. We will inform you immediately after reaching the minimum number of participants.*

**Your  
Tour Operator**



**Sinclair's Africa**  
a brand of KM individual GmbH

**Dr. Patrick Sinclair Merten**

✉ [patrick@sinclairsafrica.de](mailto:patrick@sinclairsafrica.de)

☎ +49 (0)176 32140996





## PHOTOGRAPHER TANJA KOLIBIUS

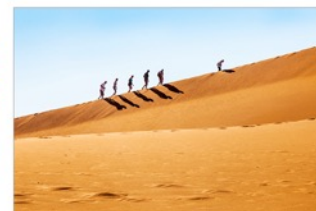
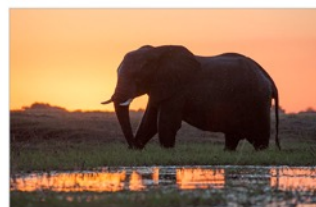
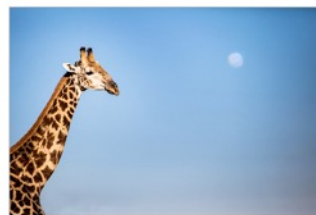


**Tanja Kolibius**  
*Photographer*

### Tanja Kolibius

Tanja (born in Germany, living in Florence) fell in love with Africa many years ago. At the age of 22, she was exploring the country, its people and surroundings from Cape Town. Her love for Africa is like a gene in her family that is inherited from one generation to the next.

Tanja has already travelled through South Africa, Botswana, Kenya and Namibia, capturing beautiful and unique moments! From portrait, landscape to animal photography, her results are enchanting! She is now ready to share her knowledge and at the same time bring Africa's unspoiled beauty closer to others. Tanja is our ambassador for photography journeys through Africa!

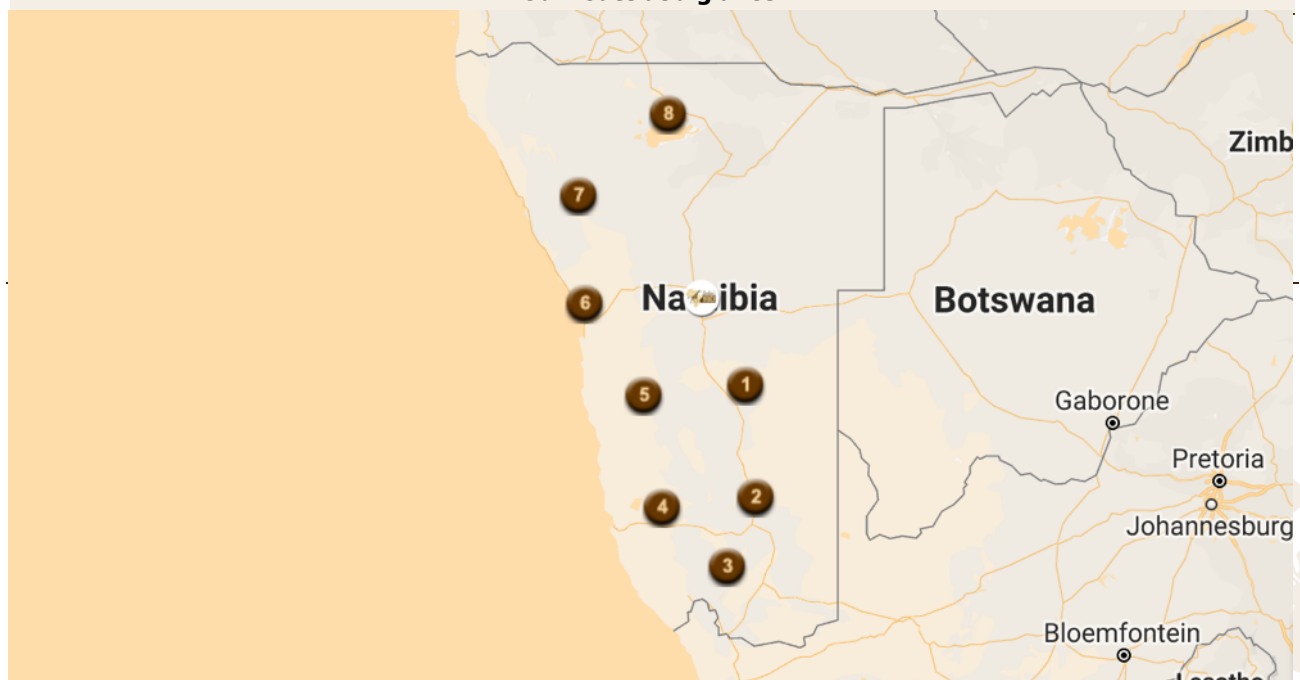




## OUR PHOTOGRAPHY GROUP JOURNEY

<b>Route</b>	<p><b>Our Route</b></p> <p>The ultimate Africa photo trip takes you to one of the most beautiful countries in Southern Africa.</p> <p>On November 27, 2019 you will start: from Windhoek to the Kalahari, to the Quiver Tree Forest, Fish River Canyon, Namib Desert up to the Damaraland with crowning finale in Etosha National Park on safari.</p>
<b>Participants</b>	<p><b>Our exclusive small group</b></p> <p>On this 2-week journey you will be part of an exclusive small group of max. 8 photography enthusiasts. We travel Africa in a Landcruiser and are accompanied by a qualified driver guide.</p>
<b>Accommodation</b>	<p><b>Accommodation and Meals</b></p> <p>You will stay in the listed accommodations, surrounded by breathtaking nature. Breakfast, lunch and dinner are included in the program.</p>

### Our route at a glance





## LEG 1 | CULTURE & CANYON

### Arrival

On request, we happily assist you in booking the flights for your trip. If you book these independently, please note that you will arrive by 9 a.m. on the morning of the 27. November at the latest (otherwise please contact us before booking your flight). The return flight may take place at the earliest on the evening of 10 December from 18 o'clock. As soon as we have the flight data of all travelers, we will suggest suitable meeting points for the group and give all necessary details for the journey to the group. This also includes luggage information and much more.

### Details

At Windhoek Airport you and our exclusive small group will be welcomed by our team. In addition to our driver guide, you will also get to know our Landcruiser, with which we embark on our upcoming round trip. Before we go to our first accommodation, we have a Windhoek City Tour. And the journey starts towards the direction of the Kalahari. During this leg a Bushman Walk and a Cheetah feeding as well as a day in the dunes await you. The journey continues to Keetmanshoop in the famous quiver tree forest, a perfect photo scenery. The end of the leg is the Fish River Canyon further south in Namibia, where you can experiment with photography in perfect light conditions.

### Day 1 | 27.11.

#### **Arrival in Windhoek, Namibia at latest 9 o'clock**

Meet & Greet with the Team at the airport & Windhoek City Tour, inclusive lunch

#### **Driving into the Kalahari**

Start of the round trip with a 3h drive south into the foothills of the Kalahari.

### Accommodation

#### **Bagatelle Kalahari Game Ranch**

2 Nights, Farmhouse Standard Room, Half board

<http://www.bagatelle-kalahari-gameranch.com>

### Day 2 | 28.11.

#### **Bushman Walk**

After breakfast a Bushman Walk to the aborigines of the Kalahari follows. The guided tour is a simulated scenario to protect the privacy of the Bushmen.

#### **Cheetah Feeding & Sundowner Drive**

In the afternoon you will see cheetahs, followed by a game drive into the sunset through the Kalahari Desert before returning to the Game Ranch for dinner.







## LEG 1 | CULTURE & CANYON

### Day 3 | 29.11.

#### Driving to Keetmanskoop

Lunch stop along the way

#### Quivertree Forest & Giants Playground

Exploration of the quiver tree forest and the playground of the giants. Look forward to a breathtaking photo backdrop in the afternoon and at sunset.

#### Accommodation

#### Quiver Inn Guesthouse

1 Night, Standard Room, Half board

<http://www.quiverinnquesthouse.com>

### Day 4 | 30.11.

#### Driving to the Fish River Canyon

Driving further south to the Fish River Canyon

#### Sundowner Drive at the Fish River Canyons

Approx. 3-hour sunset tour along the Fish River Canyon

#### Accommodation

#### Canyon Village

1 Night, Standard Room, Full board

<https://store.gondwana-collection.com/accommodation/canyon-village>

### Day 5 | 01.12.

#### Visit of the Fish River Canyons

Morning sunrise tour

#### Driving to Aus

Lunch stop along the way

#### Accommodation

#### Namtib Desert Lodge

1 Night, Standard Room, Half board

<https://www.namtib.net>



## LEG 2 | COASTAL DESERT

### Details

In your second stage you will travel to the **Namib Desert** and the coast of Namibia. You will see infinitely high sand dunes and dry riverbeds. You can also search for the small inhabitants of the Namib Desert. The Sossusvlei and Dead Vlei, two dried out clay hollows, are among Namibia's most famous photographic backdrops.

In the second part of the stage you will travel to **Swakopmund** where you will spend a night directly at the sea. In the last part of this stage you continue north into a picturesque, rugged stone desert - known as **Damaraland**.

### Day 6 | 02.12.

#### Driving to Sesriem

To the national park of the Namib Desert, including lunch along the way

#### Walking to the Elim Düne & to the Sesriem Canyon

in the Namib Desert with a Tour Guide

### Accommodation

#### Sossus Dune Lodge

2 Nights, Dune Chalet, Half board

<https://www.nwr.com.na/resorts/sossus-dune-lodge>

### Day 7 | 03.06.

#### Sossusvlei & Dead Vlei Tour

in the Namib Desert with a Tour Guide





## LEG 2 | COASTAL DESERT

### Day 8 | 04.12.

#### Driving to Swakopmund

Driving to the coast with a lunch stop along the way

#### Accommodation

#### Hotel Pension a la Mer

1 Night, Luxury Room, including breakfast

<http://pension-a-la-mer.com>

### Day 9 | 05.12.

#### Driving to Khorixas & Twyfelfontein

Driving into the Damaraland with a lunch stop along the way

#### Accommodation

#### Twyfelfontein Country Lodge

2 Nights, Standard Room, Half board

<http://www.twyfelfonteinlodge.com>

### Day 10 | 06.12.

#### Safari | Looking for the Desert Elephants

with trained Ranger (no guarantee on animal sightings!) and lunch along the way

#### Visiting the Twyfelfontein UNESCO World Heritage Site

including entrance fee to the stone paintings of Twyfelfontein







## LEG 3 | SAFARI

### Details

Welcome to your last leg of your photo journey through Namibia. This section of the trip will be the most animalistic and a real photo highlight. You will go on safari in Namibia's most famous national park, the Etosha National Park in northern Namibia.

After you have visited the organ pipes and the petrified forest on the way from Damaraland, your journey leads you to the southern entrance of the Etosha National Park. You will stay in your first safari accommodation in the National Park and spend a total of 3 nights at Etosha.

On one day you go on a full day safari in an open 4x4 safari jeep for perfect photography opportunities. On the following day you will drive with our Landcruiser through the national park to the eastern entrance, where your second safari accommodation awaits you.

### Day 11 | 07.12.

**Visiting the Organ Pipes and the Petrified Forest, Damaraland**  
a unique photo scenery

#### **Driving to the Etosha National Park**

to the south entrance with a lunch stop along the way

### Accommodation

#### **Okaukejo Camp in the Etosha National Park**

2 Nights, Deluxe Room, Full board

<https://www.nwr.com.na/resorts/okaukejo-resort>

### Day 12 | 08.12.

**Full day Safari in the Etosha National Park**  
with trained ranger in an open 4x4 Safari Jeep

### Day 13 | 09.12.

**Driving through the Etosha National Park**  
to your accommodation at the east entrance of the national park

### Accommodation

#### **Onguma Bush Camp at the east entrance**

1 Night, Deluxe Room, Half board

<https://www.onguma.com/de/onguma-bush-camp-ger/>





## LED 4 | DEPARTURE

### Details

Today your Namibia photo trip ends. After your safari adventure we head back to Windhoek. Along the way you will stop in Okahandja at a local market for lunch. In the evening you will finally take a flight from Windhoek to your home country. In your luggage you have many beautiful memories and hopefully great photos. We would be happy to welcome you on this adventure.

### Day 14 | 10.12.

#### **Driving to Windhoek Airport**

with lunch stop at the Okahandja Wood Market

#### **Departure to Europa**

Today your journey ends with the transfer to the airport and the return flight to Europe

### Day 15 | 11.12.

#### **Arrival in Europa**







## OVERVIEW OF OUR SERVICES

### Services included

- ^ Your photographer Tanja Kolibius
- ^ Personal English & German speaking Driver Guide
- ^ Landcruiser incl. fuel and insurance
- ^ Meals according to itinerary
- ^ Overnight stays in listed hotels and safari lodges according to itinerary
- ^ Safari game drives in safari jeeps with trained ranger
- ^ Activities, excursions, entrance fees and transfers according to itinerary
- ^ National park admissions for all included activities
- ^ Tips for all activities (except Driver Guide and Photographer)

### Price per person

**€ 4.449, -** in a double room

*Minimum number of participants: 8*

*Registration deadline: 01. September 2019*



**Dr. Patrick Sinclair Merten**

+49 (0)176 32140996

✉ [patrick@sinclairsafrica.de](mailto:patrick@sinclairsafrica.de)

### REGISTER NOW

To register for the trip, please complete the registration form in the offer and send it to us via email or WhatsApp.

*You will then receive a booking confirmation and the invoice. We will inform you immediately after reaching the minimum number of participants.*

### Our Commitment Thanks to Your Booking

For every trip booked through Sinclair's Africa, we donate € 10,- to the Ubuntu e.V. for projects promoting children's education in Southern Africa.

### Excluded

- ^ International flights
- ^ Drinks and meals not mentioned in the itinerary
- ^ Optional activities
- ^ All items of a personal nature
- ^ Visa fees and personal travel insurance
- ^ Tipps for guide and photographer





## BOOKING & CUSTOMER INFORMATION

*I hereby bindingly book the above offered Photography Trip through Namibia*

### **Name of all participants**

*According to passport – for flight tickets include date of birth*

### **Passport Information**

*Issued in, Date and Validity*

### **Mailing Address**

*For the travel documents*

### **Mobile Number**

*For communication during the trip  
e.g. via WhatsApp*

### **E-Mail-Address**

*For more information*

### **Emergency Contact**

*At home*

### **Special Requests**

- ☐ I want to extend my trip before or after the journey, please contact me.  
☐ Other (Optional Activities, Allergies etc.):

- ☐ *I accept the terms and conditions of the KM individual GmbH (15.03.2016), the executive tour operator of Sinclair's Africa*
- ☐ *I have read and agree to the exclusive group conditions that apply to this trip (see page 13).*
- ☐ *I agree that my data may only be stored and processed by the tour operator for the purpose of booking and carrying out the trip, as well as being communicated to the participating service providers.*

*Place, date:*

*Client's signature*





## FLIGHT, HOTEL, TRAVELLING IN A GROUP

### Flight Information

#### Individual Flight Bookings

Flight are not automatically included in our offers. We are happy to assist you in booking your flight. If you prefer to book them independently, please make sure that you arrive well in time before we depart on our journey. For your return flight please ensure, that you do not depart before our last activity. Please contact us before you book the flight to get more details on the exact departure times of our trip.

Please also note that the journey is only confirmed upon reaching the minimum number of participants - we therefore advise you to book the flights only afterwards to avoid cancellation costs.

### Accommodation

#### Hotel Selection and Room Blocking

In the hotels listed, room contingents were blocked for the group at special rates. Double rooms are provided for the group and single rooms are available for a surcharge.

### Itinerary when travelling in a group

#### Flexible Program Design on Site

The daily program was planned in detail and will of course be carried out accordingly during the trip by our tour leader and tour guide. At the same time, our customer satisfaction is our top priority, which is why we keep the program as flexible as possible on site in order to respond to customer requests as well as weather conditions and other uncertainties. Therefore, in favor of the group, short-term program changes can occur on site.

Should a specific service no longer be possible in individual cases, we will offer an equal or higher quality alternative. Of course, we will inform you about any changes and price adjustments in advance.

You will be responsible for arriving on time to the activities mentioned in the itinerary. It goes without saying, that for scheduled activities and transfers, our driver, guide and the group can't wait for you.

### Participants

#### Registration Deadline and Minimum Number of Participants

The minimum number of participants listed in the offer is 14 travelers. If the number of registrations has not been reached by the registration deadline, based on the final number of participants, an attempt will be made to realize the trip as identical as possible for a smaller group. We will inform you about any changes in the services or price. The binding nature of the travel registration and the travel conditions remain unaffected.



## GROUP CONDITIONS & INSURANCE

### Payment and Cancellation Policy for Groups

#### Group Conditions

Sinclair's Africa is a brand of the tour operator KM individual GmbH. The general terms and conditions of KM individual GmbH apply. The following additional conditions apply in addition to our group travel:

##### **Terms of Payment**

25% deposit | 10 days after the announcement of participants  
75% final payment | 60 days before departure

##### **Cancellation Policy**

25 % from 1<sup>st</sup> week after the registration deadline  
50 % from 2 months before departure  
90 % from 40 days before departure  
100 % from 14 days before departure

### Travel Insurance



#### Travel Safely

We strongly recommend you, to get a travel insurance.

Please check in advance, which insurance you may already have elsewhere, for example some credit cards already include such insurances.

In addition to travel cancellation insurance (cancellation, rebooking and cancellation), travel insurance also includes baggage and foreign health and accident insurance incl. return transport.

### Your journey is secured



#### Travel Conditions and Payment Terms

Sinclair's Africa is a brand of the tour operator KM individual GmbH. The general terms and conditions of KM individual GmbH apply. As of March 15, 2016.

After booking the trip, you will receive from us a booking confirmation and invoice including a travel price insurance. Only then is a deposit of 25% due. The balance has to be paid 60 days before departure.

In case of a necessary cancellation the cancellation conditions according to the above-mentioned terms and conditions apply.

Your journey's price is fully covered by us as a registered tour operator. For this you will receive our travel price insurance certificate of R + V insurance.





## TRAVEL TIPS

### Information about the Destination

#### Tour Manual & Guidebook

During your journey, there will be a Driver Guide informing you about the countries people, culture and history. If you still wish to purchase a guidebook, please see below:

<https://sinclairsafrica.de/reisetipps/>

The guides listed contain many interesting information about the countries and its people, culture and history. In addition, you will find many information suitable for your journey. Most travel guides also provide detailed tips on money and foreign exchange, tips, languages, post and communication, theft, and local embassies.

### Visa Conditions & Requirements

#### Visa and Passport

You need a valid passport on your journey. Your passport has to be valid for six months upon entry. Please inform yourself before departure about any necessary entry regulations and visa requirements.

### Medical Note

#### Vaccinations

As we are not entitled to advise you or give you recommendations with regards to vaccinations, we can only provide you with the following general information. We strongly recommend that every traveler additionally consults his GP and / or a tropical institute. Please note that some countries require vaccinations to obtain an entry permit.

At the latest three months before departure you should check the efficacy of the standard vaccinations that are valid with us, as often necessary refreshments are relatively large distances to travel vaccinations must be adhered to. This can significantly influence the "vaccination plan".

Important: The vaccination regulations can change at short notice! You should inform yourself about infection and vaccination in advance.



## UBUNTU – OUR COMMITMENT THROUGH YOUR BOOKING



### Ihr Afrika Experte

Dr. Patrick Sinclair Merten  
Gründer & Geschäftsführer

+49 (0)176 32140996

✉ [patrick@sinclairsafrica.de](mailto:patrick@sinclairsafrica.de)

🌐 [www.sinclairsafrica.de/ubuntu/](http://www.sinclairsafrica.de/ubuntu/)



Overather Str. 8  
51429 Bergisch Gladbach

+49 64 000 54-1

✉ [mail@ubuntu-afrika.de](mailto:mail@ubuntu-afrika.de)

🌐 [www.ubuntu-afrika.de](http://www.ubuntu-afrika.de)

Eingetragen im Vereinsregister  
Registergericht: Amtsgericht Köln  
Registernummer: VR19314

*For me, there is one thing that makes Southern and Eastern Africa so special - the kindness and happiness of the people. Sometimes, on my travels, my optimism and enthusiasm seem overwhelming, and my zest for life has been forever infected. The joy of life despite sometimes absolutely adverse circumstances - from which we as Europeans can learn so much. That is why it is very important to me to support the wonderful people of the African continent.*

*Since the founding of Sinclair's Africa, we have been supporting a local social project with every travel booking. Meanwhile, I am happy to be the founder and chairman of Ubuntu e.V., a non-profit organization promoting children in Africa.*

*For every trip booked through Sinclair's Africa, we are donating € 10 to the Ubuntu e.V. for projects promoting children's education in Southern Africa.*

*With warm thanks,*

Patrick Sinclair

### About Ubuntu e.V.

Ubuntu e. V. is a non-profit organization dedicated to promote the development of children on the African continent. But not from above, but with you in common.

### Ubuntu – Philosophy

Ubuntu describes an African philosophy of life that describes sharing and living together in a community.

The word Ubuntu itself comes from the Bantu languages of the Zulu and Xhosa and means roughly "humanity", "charity" and "sense of community". It is about the experience and the awareness of being part of a whole.

Therefore, translated directly from the Xhosa, it also means:

**„I am because we are.“**

This attitude is based on mutual respect and recognition, respect for human dignity and the quest for a harmonious and peaceful society, but also on the belief in a "universal bond of sharing that unites everything human."

### Our Projects

We too want to be part of the whole with you. In terms of the importance of Ubuntu as an African philosophy, it is particularly important to us to select and support projects that make a real difference and are of great necessity. That's why we always work with local organizations and people to implement it. Find out more about our current projects at [www.ubuntu-afrika.de](http://www.ubuntu-afrika.de)





*Sinclair's Africa is a trademark KM individual GmbH (tour operator)*

**General Travel Conditions of KM individual GmbH**  
**Status 01.06.2013**

**Travel conditions**

Dear Client,

The travel conditions of KM individual GmbH (hereinafter: KM individual) supplement and complete paragraphs §§ 651 a et seq. BGB and regulate the legal relationships between you and KM individual. Deviations in the respective tour planner take priority.

**1. Procurement of third party services**

If KM individual arranges programmes of explicitly on behalf of other operators or individual services, e.g. flights, hotel rooms, car hire, etc., KM individual is only liable for acting properly as an agent, not for the service itself. The conclusion of the agreement and its contents are based on the relevant statutory terms and the terms of the respective contractual party if need be. KM individual is not liable for impairments of performance, which you have had arranged at the destination by travel guides, agencies, hotels, etc.

**2. Data protection / responsible air carrier**

- a) The personal data, which KM individual obtains from you, is electronically processed and used, as long as it is required to fulfil the agreement. KM individual may inform you of current offers beyond that, as long as KM individual is unaware that you do not wish to receive them. If you do not agree to have information sent to you, KM individual requests your advice accordingly.
- b) EU Regulation No. 2111 of 14.12.05 obliges tour operators, travel agencies and contract of transport agents to inform passengers before their flights of the identity of each airline carrier, as soon as it is determined. If this is not the case at the time of booking, initially the likely airline carrier must be identified. If the airline carrier changes after the booking, KM individual will notify you accordingly.

**3. Travel booking / conclusion of agreement**

- a) With your travel reservation you propose to conclude a binding travel agreement with KM individual based on these terms of business. The travel agreement only comes into effect when KM individual sends you an appropriate travel confirmation/invoice. You are bound to your travel reservation until it is accepted by KM individual, but no later than 14 days from receipt of the reservation.
  - b) In the case of a reservation for several passengers you are liable as well as these passengers for their contractual obligations as long as you have accepted this obligation via an explicit and separate statement.
- If the contents of the travel confirmation/invoice deviate from the contents of the reservation, this then becomes a new quote, to which KM individual is committed for 10 days. The agreement comes into effect based on this new quote if you declare your acceptance to KM individual within this period, which may also occur by paying a deposit or the full cost of travel. If no declaration of acceptance or unconditional payment is made, a travel agreement does not come into effect between you and KM individual.

**4. Change in service**

Changes and deviations in individual travel services from what is settled in the travel agreement, which become necessary after the agreement is concluded and which are brought about by KM individual in good faith are permitted as long as the change or deviation is not significant and does not impair the overall character of the booked tour. This applies especially to changes in hotels and restaurants, which are described in the travel programme. As the quality of these service providers is constantly monitored, changes at short notice are possible.

With concerts, operatic, theatrical and musical events or similar the programme and redeployments (particularly different conductors or soloists) are subject to change and do not justify any claim for return or exchange of admission tickets. Admission tickets for concerts, operatic, theatrical and musical events or similar must be paid in full, if KM individual cannot otherwise sell them.

KM individual is allowed to make reasonable, minor changes to the type of transport, airlines, flight routes and flight times. KM individual is obliged to inform you of significant changes in services without delay on being notified of them. KM individual will offer to rebook or cancel free of charge.

Any arrangements to change or add to these services and travel conditions require an agreement in writing with KM individual.

**5. Prices subject to change**

- a) KM individual is entitled to increase the travel price, if after concluding the agreement the price components specified below are increased or newly originate based on circumstances that KM individual could not predict and for which KM individual is not responsible:  
Foreign exchange for booked travel; transportation costs (in particular in the event of an oil price increase); port or airport fees; security charges in connection with transportation; VAT increase; immigration, tourist and government entry fees. However, the price increase is only permitted if more than four months lie between the conclusion of the agreement and commencement of travel.
- b) The travel price may only be increased by the amount that equals the sum of all the increases of price components for the travel booked given in section 5.a incurred after conclusion of the agreement. As far as relevant cost increases apply to a travel group in its entirety, they are divided up initially among individual passengers. Depending on which is more favourable to you, the originally quoted average number of passengers or the actual number of passengers expected is used as the calculation basis.
- c) KM individual must notify you of any price increase without delay, no later than 22 days before commencement of travel.
- d) If the travel cost increases by more than 5%, you are entitled to cancel without paying compensation. You may instead demand another travel arrangement of at least equal value from KM individual's programme, if KM individual can provide it without additional charge. You should assert your rights vis-à-vis KM individual

as soon as any price increase or change in travel provided is announced.

**6. Payment of travel / deposit**

- a) In accordance with § 651 k para. 3 BGB you are only obliged to pay on delivery of the chattel paper. You will receive this no later than when the initial deposit is paid.
- b) When the agreement is concluded please pay the deposit stated for the respective tour, which is 20% of the travel price. KM individual must receive the balance 40 days before travel commences. If the agreement is concluded after the 40<sup>th</sup> day before travel commences, the entire travel price is due immediately on receipt of the chattel paper.
- c) If the travel price has not been paid in full by 21 working days before travel commences, KM individual is entitled to specify a grace period with a threat to deny service, cancel the contract and demand compensation, if payment is not made within the specified term. The compensation claim amount is based on the flat-rate compensation sums under figure 8.
- d) Travel documents are generally delivered only after the travel price is paid in full.
- e) Cancellation compensation, processing, rebooking and withdrawal fees plus insurance premiums are immediately due respectively. KM individual recommends taking out travel cancellation insurance.

**7. Cancellation by KM individual**

KM individual may cancel the travel agreement in the following cases before travel commences or give notice to cancel it after travel commences:

- a) If a minimum number of passengers is specified in the travel contract, KM individual may withdraw from the contract up to 29 days before travel commences, if the minimum number is not achieved. You will be notified immediately of the reason for cancelling the tour and will receive a refund of any deposit paid.
- b) KM individual may withdraw from the travel agreement, if having exhausted all its options up to 29 days before travel commences, it is unreasonable for KM individual to conduct the tour because if it goes ahead, the costs related to the tour will exceed the acceptable financial limit. However, KM individual only has the right to cancel, if KM individual is not responsible for the circumstances that led to it, evidence exists for the circumstances that led to the withdrawal and a comparable substitute offer is made to you. If the tour is cancelled for such a reason, your deposit will be refunded.
- c) KM individual may cancel without giving notice, if you act contrary to contract to such a degree that the immediate annulment of the agreement is justified. Should KM individual cancel, KM individual still retains the right to the travel price. However, KM individual must allow for the value of the expenses saved and the benefits that KM individual obtains from otherwise using the services that were not drawn on, including the sums credited by its service providers.

**8. Cancellation by the client before commencement of travel**

Before travel commences you may withdraw from the travel agreement with notice in writing to KM individual. The significant factor in calculating all the terms is the date on which KM individual receives the notice in each case. In the event of your withdrawal from the travel agreement before commencing travel (cancellation) KM individual may as it chooses claim a fixed amount of cancellation compensation calculated in accordance with § 651 i para. 2 BGB or the following flat-rate compensation:

- Up to 31<sup>st</sup> day before travel commences 15%
- Then up to 23<sup>rd</sup> day before travel commences 35%
- Then up to 15<sup>th</sup> day before travel commences 45%
- Then up to 8<sup>th</sup> day before travel commences 50%
- Then up to 4<sup>th</sup> day before travel commences 65%
- Then up to the day before travel commences 80%
- On the day travel commences and no show 95%.

If the travel is significantly impeded, jeopardised or impaired as a result of unforeseeable force majeure when the agreement is concluded, both KM individual as well as you may cancel the agreement without notice. If the agreement is cancelled, KM individual may demand reasonable compensation for any travel services already or yet to be provided. KM individual is obliged to take the necessary steps to transport you home. The extra costs of repatriation incurred are to be shared equally by you and KM individual. Otherwise, the extra costs are the passenger's responsibility. If you break off a tour after travel commences for reasons that are wholly up to you, compensation is 100% of the travel price.

**9. Changing the actual passenger**

Up to seven days before travel commences you may ask that a nominated third party be included in the rights and obligations arising from the travel agreement. KM individual may oppose this inclusion if the third party fails to meet particular travel requirements or if his or her involvement is contrary to legal provisions or official ordinances. If duly included, you and the new passenger are jointly and severally liable for the travel price and extra costs incurred by including them.

**10. Insurance**

- a) *Insolvency insurance:*  
KM individual may only demand a deposit or full payment of the travel price if it is assured that if travel services are not provided due to the bankruptcy or insolvency of KM individual the travel price paid and costs required for the return trip will be refunded to you. KM individual has insured against this risk. You will receive the chattel paper, which certifies your direct claim against the insurer R+V Allgemeine Versicherung AG in the event of bankruptcy or insolvency, no later than when the initial deposit for the travel price is made.
- b) *Travel insurance:*  
In the event of your cancelling you may incur unexpectedly high costs in individual cases. KM individual therefore recommends you take out travel cancellation, travel accident, overseas health and baggage insurance especially.



#### 11. Tour operator's liability

KM individual is liable as a prudent business for conscientious travel preparations, careful selection and monitoring of service providers and proper provision of contractually agreed travel services. However, KM individual is not liable for information in local, hotel or other brochures not published by KM individual, which have been provided by you or KM individual. KM individual is not liable for changes to flight schedules, delays or cancellations by carriers.

#### 12. KM individual's limits of liability as a tour operator

##### a) Contractual liability:

The contractual liability for damages to you, which does not constitute physical injury, is limited to three times the travel price, as long as I. Damage has not been caused by you with gross negligence or with intent or II. KM individual is responsible for damage incurred by you alone where a service provider is at fault.

##### b) Tortious limit of liability:

For all compensation claims against KM individual arising from illicit action, which are not based on intent or gross negligence, KM individual's liability in property damage is a maximum of €4,100. If this sum is exceeded by triple the travel price, the liability for property damage is limited to triple the travel price. This maximum liability applies for each client and tour.

##### c) Statutory limits of liability:

A compensation claim against KM individual is limited or excluded if due to international treaties or statutory provisions based thereon, which are to be applied to services supplied by a travel provider, a compensation claim against the provider can only be asserted under certain terms or limitations or is excluded under certain terms.

If KM individual constitutes a contractually responsible shipping company in the case of cruises, liability is also regulated according to the terms of the commercial code (HGB) and inland waterways legislation.

If KM individual constitutes a contractually responsible airfreight forwarder, liability is regulated according to the terms of aviation law in conjunction with the international conventions of Warsaw, The Hague, Guadalajara and the Montreal Agreement. These treaties normally restrict the airfreight forwarder's liability to death or physical injury and to luggage losses or damages. If KM individual is the service provider in other cases, it is liable based on the terms that apply to them.

#### 13. Remedy, mitigation, cancellation, compensation

a) If travel is not provided in compliance with the agreement, you may demand redress from KM individual. Irrespective of KM individual's duty to perform, your cooperation is required. You are obliged to do everything reasonably expected to help eliminate the interference and keep damages that may occur as limited as possible. You are particularly obliged to notify your tour manager of your complaint without delay. If KM individual fails to provide the offered remedy within a reasonable term stipulated by you, you may find your own remedy and demand compensation for the necessary expenses. KM individual can refuse to provide a remedy, if it requires unreasonable effort. The remedy consists of eliminating the travel defect and providing an equivalent replacement.

b) For the period of a travel service that does not comply with the contract, the passenger may claim a lowering (reduction) of the travel price. This claim does not apply if the passenger culpably fails to report the fault.

c) If a tour is significantly impaired as the result of a defect and if KM individual fails to provide a remedy within a reasonable period stipulated by you, you may cancel. The same applies if the tour cannot be conducted for an important reason recognised by KM individual as the result of a defect. The only time a term for providing a remedy is not required is if a remedy is not feasible or is denied by KM individual or if immediate cancellation of the agreement is justified due to a special interest on your part. You owe KM individual the part of the travel price incurred for the services used, insofar as this service was not entirely of no value to you. In your interest KM individual recommends giving notice in writing.

d) If a defect exists, irrespective of the reduction or cancellation, you can demand compensation due to non-fulfilment, unless the travel defect is based on a circumstance for which KM individual is not responsible.

#### 14. Passport, visa and health requirements

When booking, KM individual provides information about passport, visa and health requirements for EU citizens without considering personal circumstances. For citizens of other states the consulate responsible provides the relevant information. It should be specifically noted that these terms may change subsequently at any time. You are also advised to follow the news media in order to comply with any changes in good time.

KM individual is not liable for the prompt issue and delivery of visas required by the respective diplomatic representative, even if you have authorised KM individual to obtain them, unless KM individual is responsible for the delay.

You should obtain information about infection and vaccination protection as well as other preventative measures in good time; please obtain medical advice on thrombosis and other health risks as required. General information is available from health authorities, doctors and information services with experience of travel-related medicine or the federal centre for health education.

You yourself are responsible for complying with all the important provisions in relation to conducting the tour. Any disadvantages that accrue from not complying with these provisions are at your expense, except if they are caused by erroneous or false information culpably provided by KM individual.

#### 15. Claims, exclusion period, statute of limitation

a) You must assert any contractual claims due to non-provision or defective provision of travel services against KM individual in writing at the postal address given below within one month of the contractually foreseeable end of the tour. Claims may only be asserted after this deadline if it is missed at no fault.

b) Your stipulated claims lapse in one year, as long as they do not involve claims for physical injury or claims based on gross negligence. For all other contractual claims the statutory limitation period of two years applies. The statute of limitation begins on the day on which the tour was contractually supposed to end.

#### 16. Validity of information in the travel planner

All details and information in KM individual travel planners concerning services, programmes, dates, flight departure times, prices and travel terms and conditions correspond to the inquiries obtained prior to publication. KM individual may make changes to the service and prices compared with details in the travel planners at any time before issuing a travel confirmation.

#### 17. Court of jurisdiction

German law applies to the contractual relationship between the parties. The place of fulfilment and court of jurisdiction is Cologne (Germany). For lawsuits by KM individual the passenger's residence is the deciding factor, unless the parties to the travel agreement are businesspeople, judicial entities subject to public law. If the lawsuit is directed at individuals after concluding the agreement who have moved their place of residence or general venue for service abroad and/or their whereabouts is unknown at the date the lawsuit is filed, the court of jurisdiction is Cologne (Germany).

#### 18. Invalidation of individual terms

The invalidity of individual terms arising from this agreement does not affect the validity of the remaining contractual terms, irrespective of whether the term is invalid when the agreement is concluded or becomes so subsequently. In place of the invalid terms a statutorily allowed term applies as agreed from the date of invalidity onwards namely the statutorily allowed term, which comes closest to the meaning and intended purpose of the invalid term.

#### Tour Operator:

Sinclair's Africa, a trademark of

KM individual GmbH

Hueltzstr. 9

50933 Cologne

Germany

Phone: +49 221 6400054-1

Mobile: +49 176 32140996

mail: [mail@km-individual.de](mailto:mail@km-individual.de) | [travel@sinclairsafrica.de](mailto:travel@sinclairsafrica.de)

web: [www.sinclairsafrica.de](http://www.sinclairsafrica.de)

**Only the German original and not the English translation is legally authoritative in all cases.**