



LEGAL NOTICE

1. General disclaimer

Users using the www.wildtracks-zambia.com website receive no warranties and The Wildtracks Company Limited (“Wildtracks”) makes no representations regarding any aspect of the site including but not limited to the operation of the site, the content of the site, the accuracy of information on the site or the goods and services advertised or referred to on the site. This to the extent permitted by law neither Wildtracks nor any of its associates shall be liable for any damage, loss or liability of whatever nature arising from the use or inability to use the site or the services or content provided from and through this site.

The user’s usage of the Wildtracks website constitutes their acceptance of this general disclaimer and the terms, conditions and policies described below. Wildtracks reserve the right to at any time amend its terms, conditions and policies. These amendments will have immediate effect once posted on the website. The last amendment to the terms, conditions and policies was 28 February 2011 and we advise that users’ on a regular basis, review the terms, conditions and policies for amendments and updates.

The terms, conditions and policies pertaining to any services appearing on these pages or sites shall be governed and interpreted in accordance with the laws of Zambia and application for any of the services offered on these pages or sites will constitute the users consent and submission to the jurisdiction of the Zambian courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of the terms and conditions pertaining to such services.

The information, opinions and the like expressed on this site are not professional advice and does not necessarily represent the official opinion of Wildtracks or any of its associates.

2. Website use

2.1. Introduction

Wildtracks offers this website and the information contained therein to its stakeholders ranging from suppliers, guests and staff. All materials on this site constitute and offer information and insight into Wildtracks and does not constitute an invitation to transact business unless clearly stated as such. Commercial use of this site is strictly prohibited unless you obtain prior written consent from Wildtracks. Limitation of Legacies liability is key and while we want the users’ use of the website to be a positive experience, it must be stressed that this use has to be within the following boundaries:

- The user may only use this site to make legitimate reservations or purchases.
- The user is responsible for maintaining the secrecy of their passwords, login and account information.
- Wildtracks may, at any time and without advance notice or liability, terminate or restrict a users access to all or any component of the site.
- The user may not use the site to: make any false, fraudulent or speculative reservation or any reservation in anticipation of demand; post or transmit any unlawful, threatening, libellous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.
- The user may not use information from this site in any type of bulk communications, including but not limited to, spam, junk mail, or chain letters, or for any other purpose that is unlawful.

2.2. Trademarks, Copyright, Licenses and Intellectual property

This website is solely for personal and non-commercial use. Trademarks, copyright, licenses and intellectual property made available on this website are owned by Wildtracks. Accordingly content including but not limited to, graphics, databases, hyperlinks, private information, designs and agreements and any such similar or related materials are thus the property of Wildtracks and such are protected from infringement by Zambian and international intellectual property laws.

If you wish to use content as limited by the previous paragraph, please contact Wildtracks by email: info@wildtracks-zambia.com, by telephone on +26097 734 9418 or by mail to PO Box 3407, Ndola, Zambia to obtain written consent to copy, distribute, reproduce, publish or transmit or use the information in any other form.

2.3. Online queries

The use of the website for online queries and transactions are done in accordance with the applicable online reservations and cancellation policies





2.4. Linking

2.4.1. Hyperlinks to Wildtracks

No person, company or website may link to the Wildtracks website without written consent. Such permission can be obtained by email: info@wildtracks-zambia.com, by telephone on +26097 734 9418 or by mail to PO Box 3407, Ndola, Zambia. Permission may be withheld or granted subject to such conditions Wildtracks may specify from time to time.

2.4.2. Framing, in-line links, crawlers or metatags

No person, company or website may frame, in-line links, crawler or metatag the Wildtracks website without written consent. Such permission can be obtained by email: info@wildtracks-zambia.com, by telephone on +26097 734 9418 or by mail to PO Box 3407, Ndola, Zambia. Permission may be withheld or granted subject to such conditions Wildtracks may specify from time to time.

2.4.3. Links provided to third-parties

Wildtracks site may from time to time provide links to third party sites or resources. As Wildtracks has no control over such sites and resources, the user acknowledges and agrees that Wildtracks is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. The user further acknowledges and agrees that Wildtracks shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such site or resource.

2.5. Children

Persons under the age of 18 or who have not been legally emancipated may use this website if the intent is to view and gather information. If the intent is to transact, communicate, link or use information contained in the website then supervision of a parent or guardian is required. If the user represents that they are of a sufficient legal age or status when using this website they will be legally bound by any legal obligations and liabilities that may arise out of the use of the website or its services being offered.

2.6. Warranties and limitation of liability

Wildtracks has made every effort to ensure information presented in the website is true and accurate. It is however accepted that Wildtracks will not be liable for any damages, losses or injury caused by, including but not limited to, any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus or line failure. It is also recorded that any information detailed on the website is not deemed as professional advice or instruction.

The user of the website also warrants to Wildtracks that every instruction and all information given shall be accurate, true and correct.

2.7. Submissions

As a company Wildtracks appreciates input and suggestions into ways to improve or alter operational and or business processes to improve products and services to patrons of its properties. Wildtracks have ongoing projects and development teams looking at various ideas which could be similar to submitted suggestions. To eliminate any possible misunderstanding it is company policy not to accept unsolicited ideas, concepts, notes, drawings, suggestions or any information that may attach ownership debates. If the user feels strongly about a specific submission they must be aware that once the submission is made it becomes the exclusive ownership of Wildtracks. This ownership attracts unrestricted use for whatsoever purpose commercial or otherwise, without compensation to the provider.

2.8. Digital signature provisions

The user represents and warrants that they have the legal right, power and authority to agree to these terms and conditions on their behalf and the member, buyer, supplier or other entity on whose behalf they maybe acting while participating in the site. The user also warrants that their use of the website is completely valid, has legal effect, is enforceable, and is binding on, and non-refutable by the user and the member, buyer, supplier or other entity on whose behalf the user is acting.





2.9. Security

While reasonable measures are taken to ensure the security and integrity of information submitted to the Wildtracks site, this web site cannot under any circumstances be held liable for any loss or other damage sustained by a user or users as a result of the intentional or accidental access by a third party.

2.10. Availability

Wildtracks will make its best efforts to ensure the availability of the system. It however does not guarantee availability and it will from time to time schedule routine maintenance that will impact on availability.

3. Privacy and protection of personal information policy

Wildtracks is aware of the need and legalities of Internet privacy and intends treating it in accordance with the following policy.

Wildtracks will take every precaution to protect users' information. When a user submits personal and private information to Wildtracks via the website, the information is protected both online and off-line.

Wildtracks confirms that it does use collection agents known as "Cookies" which enable servers to identify repeat users, monitor usage trends and to facilitate the ongoing use of any online services. This tool ensures the user a more dynamic interaction with the Wildtracks website but is optional and maybe switched off by denying cookies in the users' website settings.

Wildtracks will not sell, share, or rent this information to others in ways different from that which is disclosed in the Website or in other forms of communication. Wildtracks will however disclose information in order to comply with applicable law, legal notices served on it, or in defending its rights or property.

4. Reservations and cancellation policies

4.1. Reservations

- 4.1.1. All rates quoted are on a unit (tent or chalet) per night basis unless otherwise indicated.
- 4.1.2. All rates are for accommodation only unless otherwise specified.
- 4.1.3. All bookings are subject to availability.
- 4.1.4. Rooms will be kept until 18:00 on day of arrival unless otherwise assured or guaranteed.
- 4.1.5. Written communication via email between you and Wildtracks management is required to confirm a booking.
- 4.1.6. Check-in is after 14:00 and checkout is before 10:00.
- 4.1.7. Rates are non-commissionable.
- 4.1.8. Rates are subject to availability and fluctuations and we reserve the right to change rates at our sole discretion without prior warning or notification.

4.2. Cancellations

- 4.2.1. Cancellations - for two or fewer units - within 48 hours prior to arrival will be subject to a full cancellation fee of the value of the accommodation booked.
- 4.2.2. Cancellations - for three or more units - within seven days prior to arrival will be subject to a full cancellation fee of the value of the accommodation booked.
- 4.2.3. Guaranteed reservations will be held for first night only, after which the accommodation will be released.
- 4.2.4. Rates may be subject to change.
- 4.2.5 Further terms and conditions may apply.

4.4. General reservations, cancellation terms and conditions

- 4.4.1. All reservation queries can be directed to Wildtracks on by telephone on +26097 734 9418 or email: info@wildtracks-zambia.com
- 4.4.2. All reservations are subject to existing terms and conditions prevailing at the time.
- 4.4.3. Wildtracks take great care in ensuring that, but cannot be held responsible for, correspondence that is lost or is received late.
- 4.4.4. Wildtracks is not liable for any omission, acts or defaults made by any partner or agent.



4.4.5. All rates quoted are in Zambian Kwacha (ZMK) or United States Dollars (USD) and are indicated accordingly

4.5. Conditions of Residence

4.5.1. For the purpose of the conditions of residence the Wildtracks will mean Wildtracks Lodge and Campsite.

4.5.2. The guest by signing the registration card, warrants that he is duly authorized to sign and bind his principal and each member of his accompanying party to these conditions of residence and failing such authority, agrees to be personally liable for all amounts arising from the residence of himself and his accompanying party as set out on the front hereof at Wildtracks.

4.5.3. The guest and his principal agree to pay not later than the time of departure the room rate as determined by Wildtracks for the period of residence together with any other charges incurred during the period of residence, plus Value Added Tax, incurred by the guest and accompanying party during his/her stay in Wildtracks. Periodic payments must be made if the account exceeds the credit limit designated by Wildtracks, and bills are payable on presentation.

4.5.4. A certificate from Wildtracks management shall constitute proof of indebtedness of the guest or his principal or his accompanying party and of the particulars therein for all purposes including any action instituted by Wildtracks against the guest or his principal.

4.5.5. The guest agrees that after his departure, Wildtracks, may possess goods left behind and authorizes Wildtracks, after giving one month's notice to the address registered by the guest, of its intention to do so to sell same, privately or publicly, at Wildtracks's discretion, at such price as Wildtracks may determine and offset proceeds of such sale against possible indebtedness or to hold such proceeds for a period of three years pending any claims by the guest for these proceeds failing which they shall be deemed as having been donated to Wildtracks.

4.5.6. The guest hereby agrees, on behalf of himself or of the members of his accompanying party, that it is a condition of his/their occupation of Wildtracks that, Wildtracks's Proprietor and Management shall not be responsible for loss or damage to any property brought by the guest and his accompanying party upon the premises, whether arising from fire, theft or any cause and by whomsoever caused, or arising from the negligence (gross or otherwise) or wrongful use of any person in the employ of Wildtracks, or for any damages sustained by reason of any injury caused by negligence or wrongful act by the Proprietor or by any employee of Wildtracks. The guest and his accompanying party may hand to Wildtracks for safekeeping money and/or valuables when a special receipt will be issued accordingly.

4.5.7. Guests using their own boats or vehicles for activities at Wildtracks do so entirely at their own risk and are wholly responsible for obtaining any applicable licences and registrations from the appropriate authorities.

4.5.8. Where appropriate, the masculine gender shall include the feminine gender and vice versa, and single shall include plural.

4.5.9. The guest keeps indemnified and holds Wildtracks or its duly appointed agent, harmless against all loss, damage or claim of whatsoever nature or from cause howsoever arising while resident at Wildtracks.

4.5.10. The guest hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction over the guest in respect of any proceedings in connection with the stay of the guest and his accompanying party to Wildtracks. Notwithstanding the foregoing, Wildtracks shall have the right of instituting all or any proceeding connected with such stay in Wildtracks in any division of the Supreme Court having jurisdiction.

