

Conditions:

Terms and Conditions.

Although exclusive-travels is not ANVR connected, we do use Terms based on the ANVR Terms of Travel Agents.

Terms Exclusive-Travels Further on referenced as XT

ARTICLE 1 INTRODUCTORY PROVISION.

Article 1, paragraph 1

In these Conditions shall apply:

- a. Travel Organizer: XT hoeffblad 35, 1273AB Huizen, registered at the Chamber of Commerce under number 32.14.11.63
- b. Travel Contract means the agreement in which a tour operator agrees with the other party commits to providing it offered a pre-arranged trip one night or a period of more than 24 hours and includes at least two of the following services:
 1. transportation;
 2. accomodation;
 3. A other, not to transport or accommodation-related tourist service forming a significant part of the tour;
- c. Solo:
 - A. the other party of the tour operator, or
 - B. the person for whom the trip was arranged and who has accepted that arrangement, or
 - C. person who, pursuant to Article 8 hereof, the legal relationship with the tour operator has been transferred.
- d. Working days Monday to Sunday.
- e. Hours, 24 hours a day.

Article 1, paragraph 2

These booking conditions are applicable to all travel arrangements and agreements relating to self-transport and shuttle bus. The tour operator may stipulate that these travel also apply to agreements on other trips, where this publication is acknowledged.

Article 1, paragraph 3

In these conditions the amounts indicated, shall apply as appropriate, including VAT.

ARTICLE 2 ESTABLISHMENT AND CONTENT AGREEMENT.

Article 2, paragraph 1

The agreement is accepted by the passenger of the offer of the tour. The acceptance may either directly or through the intermediary of a booking office.

After completion of the agreement, the traveler receives a written or electronic confirmation, possibly in the form of an invoice.

Article 2, paragraph 2

The offer of the tour is optional and may be revoked if necessary by this. Withdrawal must as soon as possible and within five working days of receiving the payment be made within reason. Withdrawal in order to correct errors in the fare calculation is permitted withdrawal because of the fare increase must meet the requirements of Article 4.

Article 2, paragraph 3

The tour operator has the right to contract with immediate effect, to say, if the number of applications is less than the required minimum number stated in the publication. The withdrawal must be completed within the period mentioned in the publication and writing. Articles 10 and 12 do not apply.

Article 2, paragraph 4

- a. The traveler will provide the booking office or travel agency before or at the latest upon conclusion of the Agreement, all information concerning themselves and the passengers had been notified that may be relevant for the conclusion or execution of the agreement. Also indicate details of the nature or composition of his notified group travelers who may be important for the proper performance of the tour by the tour operator.
- b. If he has this information falls short, this means that the traveler (s) by the tour operator (other) part of the journey in accordance with Article 15 paragraph 2 is (are) excluded be mentioned in that article charges charged to him.

Article 2, paragraph 5

- a. Any person acting on behalf or for another one enters into an agreement (the notifier) is severally liable for all obligations arising from the agreement.
- b. All traffic (including payments) between the traveler (s) and the travel and / or other booking goes only through the notifier.
- c. The (other) passenger (s) is (are) for his (their) own part responsible.

Article 2, paragraph 6

- a. If the agreed travel is included in a publication of the travel organizer, the details contained therein part of the agreement.
- b. If the tour operator general reserve in the general part of the program and has included them in conflict with the conditions of travel, subject to the provisions most favorable to the traveler.
- c. Obvious errors or obvious mistakes bind the tour organizer. Such errors and mistakes are mistakes and errors - from the perspective of the average traveler - at first recognized as such or should be.

Article 2, paragraph 7

Medical reasons may include differences or additions to the tour offered by the tour operator may be required (medical essences). The tour operator will make a genuine effort to do so in order to give, unless not reasonably be demanded of him.

Essential medical needs the express written consent of the tour.

The tour operator in that case have the right to charge the following costs:

- a. to the alternative or additional organization costs amounting to € 23, - per booking (for self-transport, € 11, -) per booking if shorter than 5 days or stay in the Netherlands);
- b. communication;
- c. possible, by the implementation of the travel service providers involved in extra costs charged.

Essentially a request other than medical grounds (other scents), take the tour only in treatment, as this is a reasonable chance of success. In that case he is entitled to the following costs to be charged:

- a. the applicant organization costs of € 27, - per booking (for self-transport, € 14, -) per booking if shorter than 5 days or stay in the Netherlands);
- b. communication;
- c. possible, by the implementation of the travel service providers involved in extra costs charged.

These applications require the express written consent of the tour.

Article 2, paragraph 8

If the travel package includes transport, travel and stay in the publication is in days, the days of departure and arrival, regardless of the departure and arrival time, count as full days. This may in some cases lead to the actual residence at the destination in fewer days than the publication.

Article 2, paragraph 9

To transport parts of the tour departure and arrival times will be listed in the travel documents. These times are definite. The travel organizer may only within reasonable limits and enforce these times only if he cannot reasonably be expected to differ. In this case, Articles 11 and 12 do not apply.

Article 2, paragraph 10

The travel organizer is not responsible for the general information in photographs, brochures, advertisements, websites and other media, provided under the responsibility of third parties made or issued.

ARTICLE 3 PAYMENT.

Article 3, paragraph 1

- a. At the conclusion of the agreement, a deposit of 20% of the total agreed amount is to be met.
- b. In case of self-transport packages, the deposit is 20% of the holiday.
- c. If there www.Luckysafaris.nl by an intercontinental flight to be booked. Should the full amount of the intercontinental flight by 1 week after conclusion of the contract are met.

Article 3, paragraph 2

The remaining amount must be paid six weeks before the day of departure (for self-transport for the arrival of the first booked accommodation) in possession of the travel agency.

In case of late payment, the traveler is in default. He is there by or on behalf of the tour and pointed writing has still the possibility of the outstanding amount within 7 working days. If no payment is received the contract deemed to be canceled on the day of default. The tour operator is entitled to the corresponding cancellation charge. In such case the provisions of Article 9 shall apply and the funds already paid to the cancellation are settled.

Article 3, paragraph 3

If the contract within 6 weeks before the day of departure exists, once all agreed fare are met.

ARTICLE 4 fare.

Article 4, paragraph 1

The published fare is per person unless otherwise indicated. This includes the services and facilities in the publication.

Article 4, paragraph 2

The published fare is based on prices, exchange rates, duties and taxes, as the travel agency were known at the time of printing all of the publication.

Article 4, paragraph 3

Until the full amount is not met, the travel agency the right to 20 days before the day of departure (for self-transport for the arrival of the first booked accommodation) the fare increase in response to changes in transportation (including fuel costs), taxes, fees and applicable exchange rates. The tour operator will indicate how the increase is calculated. Such changes will also lead to reduction of the rent unless, given the associated costs, the travel agency not reasonably be demanded.

Article 4, paragraph 4

a. Charter Flights Europe

After the completion of the travel contract, the travel agency in derogation of the provisions of paragraph 3 of the holiday charter flights by Dutch airline companies to European destinations and the Mediterranean countries do not change.

b. Other travel

Upon timely payment of the full amount is the travel agency in derogation of the provisions of paragraph 3 during the period starting six weeks before the day of departure (for self-transport for the arrival of the first booked accommodation), the fare is not changing.

c. Notwithstanding the provisions in a. and b. and exclusively in case of unforeseeable

A. increases in taxes or charges;

or

B. extreme increase in transport

the tour to 20 days before the day of departure the fare increase.

Article 4, paragraph 5

- a. The traveler has the right to increase the fare under the two previous members to reject. He must - on pain of forfeiture - of this right within three business days after receipt of the notice of the increase.
- b. If the passenger fare increase rejects, the travel agency the right to terminate the contract. He must - subject to forfeiture - within 7 days of receipt of the notice by the traveler on the increase of this right. Then the passenger is entitled to immediate cancellation or refund of sums already paid. Articles 10, 11 and 12 do not apply.

ARTICLE 5 INFORMATION.

Article 5, paragraph 1

Later than the conclusion of the agreement will be supplied to the travel agency general information on passports, visas and any health formalities are provided to the traveler. The traveler will own the relevant authorities necessary to gather further evidence and also verify the departure time for previously acquired information has not changed.

Article 5, paragraph 2

If the traveler is not (entirely) can make in the absence of any (valid) document, this and all the associated consequences on his behalf, unless the tour operator has promised that document will ensure the absence of which he may be allocated or the tour operator has failed in the previous paragraph above provision.

Article 5, paragraph 3

The traveler is required upon departure and during the trip in the possession of the necessary documents, including a valid passport or, where permitted, an identity card and any necessary visas, proof of vaccinations, license and green card.

Article 5, paragraph 4

Due to the traveler or the traveler will provide information about the opportunity to take out a cancellation insurance and travel insurance.

ARTICLE 6 TRAVEL DOCUMENTS.

Article 6, paragraph 1

The tour operator shall provide the necessary travel documents no later than 10 days before the day of departure (for self-transport for the arrival of the first booked accommodation) in the possession of the traveler, unless not reasonably by the tour operator may be required.

Article 6, paragraph 2

If the traveler later than five working days before departure, travel documents are not received, he or she shall promptly inform the tour operator or agency.

Article 6, paragraph 3

- a. If a trip is booked within 10 days before the day of departure (for self-transport: the arrival of the first booked accommodation), travel agency or booking agent to when and how the required travel documents in the possession of the passenger asked.
- b. If the passenger has not received accordingly, he or she shall promptly inform the tour operator or agency.

Article 7 CHANGES BY THE TRAVELLER.

Article 7, paragraph 1

After the conclusion of the agreement a. the traveler may request changes. Until 28 days before departure (for self-transport to the arrival date of the first booked accommodation), these changes wherever possible be made and in this case written by the tour organizer confirmed. Therefore on condition that the passenger changed fare under deduction of the payments already made.

- b. Moreover, he kept the change costs of € 27, - per booking (for self-transport, € 14, - if less than 5 days or stay in the Netherlands) and any communication costs.
- c. Postponement of the departure date or reduce the number of paying passengers is considered a (partial) cancellation which Article 9 applies. In this case, no change or communication due.

Article 7, paragraph 2

- a. The application will be decided as soon as possible. Rejection will be substantiated and the passenger immediately be notified. The passenger the original agreement to maintain or cancel. In the latter case, Article 9 applies.
- b. In the absence of a response from the passenger on the rejection of his request, the original agreement executed.

ARTICLE 8 IN-THE-PLACE SETTING.

Article 8, paragraph 1

Time for the start of the journey the traveler may be replaced by another. There for the following conditions apply:

- a. meet all the other related to the contract terms, and
- b. the request is later than 7 days before departure, or sufficient time to allow the necessary actions and formalities can be performed, and
- c. the conditions of the service providers involved in the execution did not oppose such a substitution.

Article 8, paragraph 2

The applicant, the traveler and the substitute are severally liable to the travel agency to pay the outstanding portion of the rent in Article 7, paragraph 1, change and communication and any additional costs resulting from the replacement .

Article 9 CANCELLATION BY THE TRAVELLER.

Article 9, paragraph 1

Travel, for which a limited coverage of the Emergency Travel Fund shall, as from 30 days before departure charge canceled.

Article 9, paragraph 2

If a contract is canceled, the passenger next to any reservation costs the following cancellation charges:

- a. cancellation from the time of booking to departure or later. In case of an intercontinental flight booked by www.luckysafaris.nl. The cancellation of all relevant airline (s) of force. On the flight line that indicated on the invoice. On the other fare, the conditions as described below apply.
- b. cancellation until the 42th day (exclusive) before the departure: the deposit.
- c. cancellation from the 42st day (inclusive) to the 28th day (exclusive) before the departure: 35% of the holiday.
- d. cancellation from the 28th day (inclusive) until the 21st day (exclusive) before the departure: 40% of the fare;
- e. cancellation from the 21st day (inclusive) until the 14th day (exclusive) before the departure: 50% of the fare;
- f cancellation from the 14th day (inclusive) until the fifth day (excluding) before departure: 75% of the fare;
- g. cancellation from the 5th day (inclusive) to departure: 90% of the fare;
- h. cancellation on the day of departure or later: the full amount.

Article 9, paragraph 3

- a. If a journey is made up of several components, which various cancellation provisions are subject to a

section specifically addressed through appropriate rules.

b. Organizers of cruises, tours, adventure trips and travel outside Europe and the Mediterranean countries may diverge from the provisions of paragraph 2. They are previously known to the traveler.

c. If transport by scheduled flight or special services such as motor home hire, car rental, national parks and cultural or sports events, which may transport or special service provisions may be applicable. These are communicated to the traveler in advance.

Article 9, paragraph 4

The traveler who is obliged to cancel the trip cancellation costs in the preceding paragraphs, unless he can motivate why the loss of the travel agency less inoperative. In that case, the travel agency will charge the fee. Damage is defined as losses and lost profits.

Article 9, paragraph 5

In case no cancellation, but the passenger in a substitution-elect, Article 8 applies.

Article 9, paragraph 6

a. The cancellation of a contract by one or more passengers together to stay in a hotel room, apartment, house or other property have been made to the cancellation of all contracts, so all passengers the amounts referred to in previous paragraphs be paid.

b. If the remaining passengers like this and their group in the rate for this accommodation remain the respective contracts. The provisions in C will apply.

c. The sub b travelers referred to the holiday pay, as the remaining number of passengers listed in the pricing table.

d. If the remaining passengers a new contract for the same period and same accommodation will be for the remaining traveler (s) received cancellations are deducted from the new fare (s).

Moreover, the amount of cancellation charges and increased fare (s) the total sum for the original travelers beyond.

Article 9, paragraph 7

Cancellations outside office hours will be deemed made on the next working day.

Article 10 Termination by the tour operator.

Article 10, paragraph 1

The tour operator has the right to cancel due to significant circumstances.

Article 10, paragraph 2

Substantial circumstances are circumstances that are such that further bound by the tour operator to the agreement cannot reasonably be expected.

Article 10, paragraph 3

An agreement related to the limited coverage of the Emergency Travel Fund is a major factor.

Article 10, paragraph 4

a) If the cause of the cancellation of the traveler can be attributed, the resulting injury on behalf of the traveler.

b) If the cause of the cancellation to the travel agency can be attributed to the resulting injury is borne by the tour operator. Whether this case is determined on the basis of Article 12.

c) If the cause of the cancellation or the traveler nor the tour operator may be allocated, each party bears its own damages as specified in Article 13.

Article 10, paragraph 5

If the tour through the termination saves money, the traveler is entitled to his / her share of those savings.

ARTICLE 11 CHANGE BY THE TRAVEL ORGANIZER.

Article 11, paragraph 1

- a. The tour operator is entitled to the agreed services on one or more material points, owing to important circumstances as specified in Article 10 paragraph 2. That he shall, within 72 hours (3 days) to the passenger. From 10 days before departure (for self-transport for the arrival of the first booked accommodation), within 24 hours (1 working day).
- b. The traveler may change (and) reject.
- c. If the cause of the change can be attributed to the traveler, the resulting damage is borne by the passenger.
- d. If the cause of the change to the travel agency can be attributed to the resulting injury is borne by the tour operator. Whether this case is determined on the basis of Article 12.
- e. If the cause of the change neither the passenger nor the tour operator may be allocated, each party bears its own damages as specified in Article 13.
- f. If the travel agency by the change saves money, the traveler is entitled to his / her share of those savings.

Article 11, paragraph 2

In the event of a change, the travel organizer if possible an alternative offer. He does this within 72 hours (3 days). From 10 days before departure (for self-transport for the arrival of the first booked accommodation), this a period of 24 hours (1 day).

Article 11, paragraph 3

The alternative offer is equivalent to a minimum. The equivalence of alternative accommodation should be judged by objective criteria and should be given to the following conditions from the alternative offer must show:

1. the location of accommodation in the place of destination;
2. the nature and class of accommodation;
3. the facilities offered by the accommodation.

The aforementioned assessment should take into account:

1. The composition of the company;
2. to the tour operator known and confirmed in writing by special characteristics of the traveler (s);
3. the traveler's requested deviations from the program or additions to it, which the tour operator agreement confirmed in writing;
4. to the notification published and recorded in personal circumstances, which the traveler (s) as specified essential.

Article 11, paragraph 4

If the demand in paragraph 2 of the travel agency by the passenger is rejected or an offer is made, paragraph 6 applies.

Article 11, paragraph 5

The travel agency may also contract an essential item because of change to the traveler notified without delay.

In this case the traveler can reject the amendment only if the change affected him more than negligible.

Article 11, paragraph 6

- a. The traveler who exercises his right to change or the alternative offer to reject the previous paragraphs, it must within 72 hours (3 days) after receiving the notice about the change within its organization. From 10 days before departure (for self-transport for the arrival of the first booked accommodation), this a period of 24 hours (1 day).
- b. In that case, the travel agency the right to contract with immediate effect to cancel. He must - on pain of forfeiture - of this right within 72 hours (3 days) after receipt of the notice of the amendment by the traveler. From 10 days before departure (for self-transport for the arrival of the first booked accommodation), this a period of 24 hours (1 day). The passenger in that case be entitled to remission or refund of the price (or, if the trip has already been partially completed, to refund a proportionate part

thereof) within 2 weeks, without prejudice to any rights to compensation under paragraph 7 of this article.

Article 11, paragraph 7

In the event of termination under the previous paragraph, the travel organizer by such damages, unless the cancellation is due to force majeure as provided for in Article 12, paragraph 4, including the transfer is not understood.

Article 11, paragraph 8

a. If, after departure of the traveler (s) an important part of the services to which the agreement relates are not provided or the organizer perceives that he is an important part of the services will not be able to provide service, the tour operator, for that suitable alternative arrangements to ensure the continuation of the voyage.

b. If such arrangements are impossible or for valid reasons by the traveler (s) are accepted, provided the travel organizer (s) an equivalent transport, that it / them back to the place of departure or by any other traveler (s) agreed place of return.

c. The harm arising from this change for the traveler is paid by the tour operator, if the failure to implement the agreement it pursuant to Article 12 is responsible.

Article 11, paragraph 9

The tour operator is without prejudice to Article 15, paragraph 1, requires the passenger to inform him by an actual change in departure time.

This obligation applies to the return to travelers who have not made exclusively for transportation and / or whose residence address is unknown.

ARTICLE 12 LIABILITY AND FORCE MAJEURE.

Article 12, paragraph 1

Notwithstanding the provisions of Articles 10, 11, 13, 14 and 15, the tour operator is liable to execute the contract according to the expectations that the passenger under the contract reasonably have.

Article 12, paragraph 2

If the tour fails to meet the expectations referred to in paragraph 1, the traveler is required as soon as possible to notify the parties as provided for in Article 17 paragraphs 1 and 2.

Article 12, paragraph 3

If the tour does not proceed in accordance with paragraph 1 above expectations, the tour operator is liable to damages, unless the failure in the performance he has not been attributable to either the person assisting him in carrying out the contract using , because:

a. the failure to implement the agreement is attributable to the traveler, or

b. the failure to implement the agreement could not be foreseen or could not be lifted, and is attributable to third party unconnected with the provision of services is included in the travel involved, or

c. the failure to implement the agreement due to an event the tour operator or the person whose assistance with the fulfillment of the agreement uses, with due observance of all due care could not foresee or forestall, or

d. the failure to implement the agreement due to force majeure referred to in paragraph 4 of this article.

Article 12, paragraph 4

Force majeure means unusual and unforeseeable circumstances beyond the will of those who rely on themselves and whose effects even if all could not be avoided.

ARTICLE 13 SUPPORT AND ASSISTANCE.

Article 13, paragraph 1

a. The tour operator is required depending on the circumstances the traveler support and assistance, if the trip fails to meet these expectations under the contract reasonably have. The resulting costs are borne by the tour operator, if the failure to implement the agreement to him under the third paragraph of Article 12 is

attributable.

b. If the cause is attributable to the traveler, the travel agency to provide help and assistance is required only to the extent reasonably be demanded of him. The cost that is borne by the passenger.

Article 13, paragraph 2

If the tour fails to meet the expectations of the passenger under the agreement due to circumstances reasonably have neither the passenger nor the tour operator are attributable to each party will bear its own loss. For the travel agency this will include the additional deployment of manpower: the passenger does this include additional accommodation and repatriation costs.

ARTICLE 14 EXCLUSION AND LIMITATIONS OF LIABILITY TRAVEL ORGANIZER

Article 14, paragraph 1

a. If included in the travel service is a Treaty that an exclusion or limitation of liability to service grants or permits, the liability of the tour accordingly excluded or limited.

b. The tour operator is not liable if and where the passenger was able to recover damages under an insurance policy, such as a travel and / or cancellation insurance.

Article 14, paragraph 2

Notwithstanding the preceding paragraphs of this article is the responsibility of the tour operator may not exceed 25% of the invoiced services.

Article 14, paragraph three

In this article are exclusions and / or limitations of liability of the tour operator also apply to employees of the travel agency, the booking and relevant service officers and their staff, unless treaty or law excludes it.

ARTICLE 15 OBLIGATION S OF THE TRAVELLER.

Article 15, paragraph 1

a. The traveler (s) is / are required to comply with all instructions of the tour to promote the proper execution of the trip and is / are liable for damage caused by his / their unlawful conduct, to judge by the standard of conduct a proper passenger.

b. Any traveler must 24 hours before the stated date of departure of the return to the travel or the local agent of the travel agency to ascertain the exact time of departure.

Article 15, paragraph 2

a. The traveler such nuisance or trouble or may cause, that a proper execution of a trip thus greatly hamper or may be difficult, can travel from (continuing) the trip will be excluded if it incan not reasonably be required to fulfill the contract.

b. All resulting costs are borne by the traveler, if and insofar as the effects of nuisance or burden it can be held. If and where the causes of exclusion, the traveler can not be allocated, he shall refund the fare or a portion thereof is granted.

Article 15, paragraph 3

The traveler is required to avoid any damage or as much as possible, in particular with reporting as defined in Article 17 paragraphs 1 and 2 requirements.

Article 15, paragraph 4

All claims of the traveler expire one year after the trip (or, if the trip did not take place, one year after the original departure date).

ARTICLE 16 INTEREST AND COLLECTION COSTS

The passenger who fails to meet a financial obligation to the tour operator has paid the outstanding amount is the statutory interest.

In addition, he held out for compensation for collection costs equal to 15% of the advanced, unless this amount, the debt-collection activities and the amount in mind, is unfair.

ARTICLE 17 COMPLAINTS

Article 17, paragraph 1

- a. A shortcoming in the implementation of the agreement referred to in Article 12, paragraph 2, as soon as possible should be reported to the involved service, so that a suitable solution. If the deficiency is not resolved and not affect the quality of the trip must be reported immediately to the travel / tour operator. Mike Bunschoten.
- b. If not available or accessible, the traveler must immediately contact the travel agency in the manner prescribed by this.
- c. The communication costs are reimbursed by the travel agency, except that that was no good reason to be.
- d. If it later appears that the traveler does not meet this reporting obligation and the organizer was consequently not given the opportunity, the insufficiency may be entitled to any compensation accordingly be limited or excluded.

Article 17, paragraph 2

- a. If the shortcoming has not yet been satisfactorily resolved and gives rise to a complaint, the passenger as soon as possible in writing, by telephone, or electronically, log on to the tour operator (complaints report) by the prescribed manner.
- b. If it later appears that the traveler does not meet this reporting obligation and the organizer was consequently not given the opportunity, the insufficiency may be entitled to any compensation accordingly be limited or excluded.
- c. If a complaint is not resolved satisfactorily, it must be submitted within one month after the trip and enjoyed the service (or after the original departure date) and written reasons shall be submitted to the travel agency or booking agent.
- d. If the complaint is not the execution but the formation of a contract, it shall within one month of the traveler of the facts upon which the complaint relates to the booking to be made.
- e. If the traveler the complaint is not timely filed, by the tour operator will not be considered unless the traveler cannot be reasonably blamed. The travel agency gives the passenger a written statement or electronic message.

Article 17, paragraph 3

All disputes between the tour operator and passenger to Dutch law.

Huizen, The Netherlands

October 24, 2008.

Hotels.

Payment and cancellation under the terms of payment of the hotel where the stay is booked.

Cancellation or modification by www.luckysafaris.nl also € 50 cancellation fee.

Late payment.

Please be advised that if payment is made late or not, you're in default and travel contracts shall be deemed abandoned.

Disclaimer.

Sub1

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Sub2

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