

Mamuya Safaris & Lifestyle

P.O Box 10520
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info@mamuyasafaris.com



1. RESERVATION AND PAYMENTS

1.1 Reservations are made by contacting Mamuya Safaris & Lifestyle Ltd. directly, hereinafter referred to as the "Company", or through a booking agent chosen by you.

1.2 Safaris are booked and confirmed only on receipt of a deposit as follows:

(a) When you book a **Tented Luxury /Lodge Safari** a deposit of 30% of the total safari cost is required to confirm tour arrangements. When you book a **Camping Safari** a deposit of 50% of the total safari cost is required to confirm tour arrangements. You can use our accounts mentioned in the booking form. Alternately you may do a Bank Telegraphic transfer for the quoted amount. Any changes made to the itinerary will be charged extra.

(b) There shall be no binding contract until the deposit has been paid. By paying a deposit, you the client confirm your safari, and, you and Mamuya Safaris & Lifestyle Ltd. are automatically deemed to be under contract for the dates quoted for your safari. When the Company acknowledges receipt in writing of the deposit to you, it shall be deemed to constitute acceptance and confirmation of the reservation.

1.3 The balance of your safari cost is due not later than 4 weeks before the start of your safari. If the balance has not been received by this date, the Company shall be entitled to treat your reservations as cancelled and consequently your deposit will be forfeit (see section 2 below).

1.4 Payment is required in full for bookings that are made less than 4 weeks before the start of your safari.

1.5 Any additions to your reservation made within ninety (90) days of commencement of your safari may be accepted provided space is available, payment in full is received, and documentation finalized before the commencement of your safari. The Company reserves the right to accept or reject any safari booking during this time frame at its sole discretion.

1.6 Non-residents of Tanzania are required by law to pay in foreign convertible currencies. Payment for any extraneous details may be done in traveler`s cheques or cash. We do not encourage using credit card payments at present for now since we had some problems with frauds in the past. We do not consider it safe at present and do therefore prefer payment by bank transfer.

1.7 All payments should preferably be made by Bank Telegraphic Transfer directly to our account. If payment is being made by US Dollar cash, then, only notes in big denominations (50 and 100 bills) from the year 2000 will be accepted. Please note that additional Bank surcharges would apply for any payments made by following methods:

(a) Travelers Cheques: \$50 extra is charged for amounts from \$1 to \$3,000 and 1% on amounts above \$3,000.

Your passport copies and full address would be required for clearance.

1.8 Confirmed bookings cannot be postponed or advanced to another date.

2. CANCELLATIONS AND REFUNDS

Any cancellation of a reservation must be in writing, either by E-Mail or fax, and shall only be effective upon its receipt and acknowledgment

2.1 The following cancellation fees will be made for cancellations:

(a) More than 45 days prior to arrival date 30% of the total safari cost will be charged

(b) Cancellation or "no show" less than 30 days prior to arrival date 100% of the total safari cost will be charged If additional monies have been paid toward your safari, these monies will be refunded to you.

(c) Note that in any instance above where sufficient funds are not in your account to cover the cancellation fees as a result of you not making deposits when due pursuant to these terms and conditions or otherwise, you agree to be liable to the Company for the appropriate amount of monies due such that the Company receives its entire cancellation fee as provided for above.

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(d) In the event of a cancellation for a confirmed and paid safari, we would attempt to recover funds from the Lodges you are booked at – this is however dependant on their cancellation policies. A nominal fee for this service would be charged to your account in line with clause 2.1 (b) above.

2.2 Any request to vary your reservation must be in writing and the Company's agreement thereto shall be at its sole discretion. If the Company agrees to vary your reservation as requested, it reserves the right to charge an administration fee, in addition to all other increases in rates and charges associated with the change, which shall be presented to you in writing and which is payable no later than 7 days after such notification. If at any time prior to departure or during a safari a variation occurs in the number of participants, the safari invoice will be revised to reflect these variations and will be subject to Paragraph 2.1 when applicable. For example, if you vary your safari by decreasing the number of participants, cancellation fees will apply as noted in Paragraph 2.1 for the participant no longer participating, and the costs for the remaining participants may increase pursuant to the Company's rate schedules.

2.3 No refunds are given for:

- (a) lost travel time or substitution of facilities, camps/lodges, guides and dates,
- (b) itineraries amended after departure,
- (c) circumstances arising beyond the Company's control, necessitating alternative arrangements be made to ensure the safety and /or further participation and enjoyment of your safari,
- (d) if you do not appear for any accommodations, service, sightseeing or trip segment without notifying the Company,
- (e) if you leave your safari after it has begun, miss any schedule sightseeing, activities or accommodations for any reason whatsoever.

3. FOR YOUR INFORMATION

3.1 The Company also acts as a booking agent when requested or necessary, for hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners and other independent contractors providing accommodations, transportation, and/or other services. Each of these companies is an independent corporation with its own management and is not subject to the control of the Company including, but not limited to, various ground/air operators.

3.2 All bookings like those described above are accepted by the Company, as agent for independent ground/air operators. The transportation, accommodations and other services provided by the ground/air operators are offered subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them and/or their suppliers. Because the Company does not have the right to control the operations of the independent operators and their suppliers, IT CANNOT BE LIABLE FOR ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE which may arise out of these services.

3.3 The sequence of the itinerary and the accommodation of safaris are adhered to as far as possible. The Company reserves the right to cancel any itinerary, or any part of it, to make such alterations in the itinerary, as it deems necessary, or desirable, to refuse to accept or to retain as a member of any safari any person at any time, and to pass on to safari members any expenditure occasioned by delays or events beyond its control. In case of any appreciable variation in its cost, the Company reserves the right to adjust its rates.

3.4 Air charters in Tanzania are contracted for with local carriers. Typically, the charters are not private for your party only, and the Company does not control the rates, number of passengers or routing.

4. RISKS

4.1 The company draws your attention to the fact that there are certain inherent risks involved in participating in the type of trips and/or safaris sold by the Company and that you accept them at your own risk.

4.2 It is your sole responsibility to take all appropriate medical advice prior to departure as to whether you are fit enough to undertake the trip booked.

4.3 By accepting these terms and conditions, you acknowledge and agree that adventure travel, whether in civilized or remote areas, by plane, train, auto, boat, horseback, other conveyance, or on foot, involves inherent dangerous

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risks of illness, injury, death or loss and damage of property, which may be caused by negligence of others, forces of nature, and other causes known or unknown. You recognize that such risks may be present at any time before, during or after the trip.

4.4 You acknowledge and agree that your participation on a safari with the Company is conditioned upon, among other things, the signing of the release of liability attached hereto in favor of the Company and its representatives and suppliers (Release).

5. FORCE MAJEURE

5.1 "Force Majeure" means, in relation to the Company, any circumstances beyond the reasonable control of the Company (including, but without limitation, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, terrorist attacks, sabotage, insurrection, civil disturbance or requisition, sickness, quarantine, government intervention or hindrance of any kind, weather conditions or other untoward occurrences). For purposes of this agreement with you, a Force Majeure event may also include a situation where government concessions for safaris once made available to the Company are no longer made available to the Company.

5.2 If the Company is affected by Force Majeure it shall Endeavour to notify you of the nature and the extent of the Force Majeure in a timely fashion.

5.3 The Company shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, because of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.

5.4 If the Company is affected by Force Majeure it shall be entitled to, and may in its sole and absolute discretion, vary or cancel any itinerary, or arrangement in relation to the trip. Payment of any refund by the Company to you as a result of the non-performance of any of the Company's obligations hereunder shall remain at its sole and absolute discretion whilst endeavoring to reimburse you where possible. However, the recovery, of the reasonable, actual and potential costs to the Company of the Force Majeure shall apply.

5.5 In all circumstances where a Force Majeure event has occurred, once the Company has investigated the prevailing situation, as it deems fit, it shall remain in the Company's sole and absolute discretion whether to proceed with your safari. If, after having made all reasonable and proper inquiries, the Company is of the opinion that your safari may proceed, and you choose to cancel your safari, no refund will be payable to you and the provisions of Section 2 shall apply.

5.6 Without limiting the other provisions of this Section 5, you acknowledge and agree that you are aware that travel warnings and advisories are issued on occasion for the country in which your safari is booked. You further acknowledge and agree that the issuance of a travel warning or advisory does not give rise to an automatic right of cancellation for you. If a travel warning or advisory is issued prior to the start of your safari or during your safari, the Company will investigate the situation giving rise to the warning or advisory and will make a determination as to whether to proceed with your safari consistent with Paragraph 5.5 above. If, after having made all reasonable and proper inquiries, the Company is of the opinion that your safari may proceed, and you choose to cancel your safari, no refund will be payable to you and the provisions of Paragraph 2.1 shall apply.

6. INSURANCE

The Company strongly recommends that you obtain the following types of insurance which are commercially available:

- Accidental Death and Disability
- Major Medical
- Emergency Medical Evacuation
- Loss and/or Damage of Personal Effects
- Trip Cancellation

By accepting these terms and conditions, you acknowledge that the Company does not typically provide these types of insurance to you or arrange them for your benefit, that the Company has no obligation to provide these types of insurance for you, that the costs of these insurances are not included in your safari costs payable to the Company

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unless expressly so stated on your invoice, and that it is your responsibility to provide for these coverage's if you want to have them. In some instances, the Company may provide you with information regarding, or referrals to, providers of these various insurances. By accepting these terms and conditions, you acknowledge and agree that the Company is not liable to you as a result of the services provided to you by these providers, or for their failure to provide services to you, or otherwise. The release of liability applies regardless of whether the Company has referred providers to you, arranged coverage on your behalf, or otherwise.

7. CARRIAGE BY LAND, SEA AND AIR

Carriage by land, sea and air is subject to the terms and conditions of the carrier with whom you travel and to international conventions some of which may limit liability. Land, sea and air travel are also subject to operational decisions of carriers and air and sea ports which may result in cancellations, delays or diversions, over which the Company has no control and for which the Company accepts no liability whatsoever.

8. CONDITIONS OF BOOKING

You agree that you and any minors that are traveling with you shall comply at all times with the instructions of the Company's representatives and the representatives of the Suppliers. No client shall be accepted or be permitted to continue on a safari while their status of mental or physical condition is, in the opinion of any representatives of the Company, the outfitter and/or supplier or the professional guide assigned to your safari, such as to render them incapable of caring for themselves or make themselves objectionable to other clients or become a hazard to themselves or other clients. The Company will not be responsible for expenses by such persons precluded from completing a safari for this reason.

9. SURCHARGES

Although the Company hopes that it will not need to levy surcharges, it reserves the right to do so if this becomes necessary. The Company will Endeavour to notify you in writing as soon as it is aware of any likely surcharge, and you must pay the amount of such surcharge no later than fourteen (14) days after written notification has been received (depending on the circumstances). If the surcharge is not paid within such time, the Company may constitute such nonpayment as an act of cancellation on your part and the provisions of Paragraph 2.1 shall apply. Any refund made by the Company shall be at its sole and absolute discretion. For the purposes of this provision, surcharges may include, but are not limited to, additional costs levied by the government on safaris of your type, additional costs incurred by the Suppliers as a result of new taxes, government charges and the like.

10. BAGGAGE

Temporary or permanent loss of baggage is the responsibility of yourself or the carrier. It is not the responsibility of the Company and any expense involved in such a loss is entirely yours and/or the carrier's responsibility.

11. TRAVEL DOCUMENTS AND VACCINATIONS

It is your responsibility to ensure that passports, visas, travel permits, health certificates, inoculations, or other documentation required for the trip are obtained and are in order. It is your responsibility to meet any additional costs incurred either by yourself (or by the Company on your behalf) as a result of any failure by you to comply with such requirements.

12. SPECIAL REQUESTS

You must advise the Company in writing of any special requests, (e.g. diet or facility) when you submit your reservation to the Company. The Company will attempt to meet any such requests, whenever possible. Certain special requests may incur procurement costs, which will be charged to your account. Any such charges will be communicated to you at the earliest opportunity.

13. INFORMATION IN MARKETING MATERIAL

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All information provided on the website, in the marketing brochure and any advertisements or newsletters (Marketing Materials) published by the Company is, to the best of the Company's knowledge, correct at the time of publication. The Company reserves the right to update and/or revise any information provided in the Marketing Materials at any time and without notice. The photographs reproduced and information provided in Marketing Materials depict typical scenes experienced and details on each destination, but the subject matter may not necessarily be seen or experienced while visiting that destination.

14. PHOTOGRAPHY

The Company reserves the right without further notice to make use of any photography or film taken of you, minors traveling with you, or of any other aspects of your safari by the Outfitter or any other Suppliers for general purposes without payment to you and without your permission. If you make photographs of your own available to the Company, the Company reserves the right to make use of such photographs. By providing such photographs to the Company, you grant the Company a perpetual, fully paid, non-exclusive, irrevocable license to use such photographs in the Company's Marketing Materials or otherwise.

15. BOOKING AGENTS

15.1 Your booking agent will be instructed to forward deposits and other payments to us on your behalf. You acknowledge and agree that your booking agent is not our agent for the purposes of receipt of monies or otherwise and that there is no liability on our part unless and until we notify your booking agent that monies have been received by us. We will issue a booking confirmation to your agent immediately upon receipt of their payment to us on your behalf.

15.2 We enjoy a first class working relationship with booking agents throughout the world. To facilitate the reservation process for you, the Company requests each booking agent to provide its customers with thorough communications pertaining to their booking. Your agent has been provided with a list of recommended responsibilities to assist and inform you on matters such as required documentation, payment schedules and cancellation policies. We encourage each booking agent to assist you to the best of his/her ability in providing answers and information pertaining to your booking.

15.3 When you choose to book your safari with the Company through a booking agent, the booking agent is solely responsible for communicating and delivering terms and conditions and relevant correspondence about your safari to you. This includes, but is not limited to:

- (a) All travel arrangements, safari itineraries and dates
- (b) Rates
- (c) Guides
- (d) Air charters and ground transportation
- (e) Hotels
- (f) Medical evacuation services

Booking agents are responsible for the timely remittance of payments to the Company pursuant to Paragraph 1 and other applicable provisions of this Agreement. Any default in making such timely payments will result in cancellation or penalties as specified in Paragraph 2.1

16. BOOKING TERMS & CONDITIONS

These booking terms and conditions and the Release (together, the Agreement) govern the relationship between the Company and you. No alteration to this Agreement may be made by any of the Company's employees, authorized representatives or agents, unless in writing by an authorized officer of the Company. An authorized officer of the Company shall make all decisions and matters subject to the Company's discretion.

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17. CONSENT

The payment of the deposit or any other partial payment for a reservation constitutes consent to all provisions of the Terms and Conditions. The Terms under which you agree to make the reservation cannot be changed or amended unless this is done in writing and signed by an authorized staff of the company.

18. DISPUTES

If you have any cause for complaint while traveling, you must immediately bring it to the attention of the Company's local representative or agent who will attempt to resolve the situation.

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Registered in Dar-es-Salaam, Tanzania

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