

## Terms of Agreement Sameji Safaris Travel

### Terms & Conditions

#### Applicability

These conditions are applicable to all safaris and activities organized by Sameji Safaris Travel (Hereinafter Sameji Safaris Travel or The Company).

#### Accessibility

The terms of agreement are accessible on the website of Sameji Safaris Travel and will be sent to all clients attached to each itinerary.

#### Group bookings

All clients travelling with Sameji Safaris Travel as part of a private group, consent to the terms & conditions as specified in the present terms of agreement, which has been made available to the contact person, i.e. the person of the group who has been in touch with Sameji Safaris Travel on behalf of the group to organise and confirm the booking as specified under *accessibility*. Hence receiving the final quote implies consent to the terms of the agreement by all travelers, even if Sameji Safaris Travel has not been in direct contact with each of them.

#### Confirmation of booking and entering into force of Agreement

To confirm a standing offer, the client has to explicitly confirm in written (e-mail) enclosing a copy of the booked international flight ticket if applicable and finalise the booking by adhering to the payment conditions as specified under the *mode and conditions of payment* in this Terms of Agreement. The booking is only finalised after timely receipt of the payment. After receipt of the final quote in the company's bank account including the confirmation e-mail and required attachments, Sameji Safaris Travel will send out the final confirmation of the booking by e-mail at times of which the present Terms of Agreement will enter into force.

#### Changes

The company holds the right to make changes to your (final) itinerary in case:

1. the final quote as communicated applies unless the government of Tanzania decides to increase park fees, other safari related fees are increased, or the price of domestic flights has increased substantially after the final booking of the safari, which will be charged to the client(s).
2. accommodation is fully booked. In the case of the latter, we will find a suitable alternative in the same price range. In case no alternative in the same price range is available, we will suggest you more expensive accommodation options. The price difference will be charged to the client(s). Especially in peak season, we advise client(s) to book far in advance as accommodation is easily fully booked in this period (July-August-December).

#### Mode and conditions of payment

1. In case of a booking, 40% of the final quote of the booking should be visible in the bank account of Sameji Safari Travel within a period of two weeks after the client confirms the booking in writing. The remaining amount (60%) should be visible in Sameji Safaris Travel's bank account no less than ten weeks before departure.
2. In case of late bookings, i.e. bookings of which the start date is less than ten weeks in advance, the whole amount should be transferred in once and visible in Sameji Safaris Travel's bank account within a period of two weeks.
3. Separate arrangements are made in relation to last minute bookings.
4. The company will send a confirmation as soon as the payment is visible in the company's bank account.
5. The client(s) have to pay all bank transfer fees.
6. The company remains the right to increase the deposit rate in case the total sum exceeds \$25.000.

### **Cancellation policy**

Client(s) can only cancel their trip in written only (e-mail). In case of cancellation the company will charge the cancellation fees below:

1. Cancellation up to 56 days before the day of arrival: 20% of the total amount.
2. Cancellation from 56 days to 42 days before the day of arrival: 70% of the total amount.
3. Cancellation from 42 days to the day of arrival: 90% of the total amount.

### **Insurances**

Each client travelling with Sameji Safaris Travel is required to have a valid international travel insurance with sufficient coverage in Tanzania for the time of stay. Should you have a comprehensive travel insurance client(s) should carefully check the scope of coverage and see whether the insurance covers Tanzania. Should you not have comprehensive travel insurance, the client(s) should take out a valid international travel insurance with sufficient coverage in Tanzania before confirming the final quote.

### **Visa**

It remains the responsibility of the client(s) to obtain a visa to enter Tanzania. Visa applications can either be submitted at the Embassy (if available) in the client(s) home country or upon arrival in Tanzania. It remains the sole responsibility of the client to obtain the most recent and updated information on this.

### **Execution of Agreement**

1. Sameji Safaris Travel will observe the care of a good contractor in the execution of the agreement.
2. The client must ensure that all data which Sameji Safaris Travel indicates are necessary or which the person reasonably understand to be necessary for the execution of the agreement, will be provided to Sameji Safaris Travel.
3. Sameji Safaris Travel reserves the right to refuse a booking or inquiry without its reasons therefor to elaborate.
4. The client is familiar with the fact that travelling and staying in Tanzania entails some risk and that facilities, including medical care, are often of lower quality than usual in Western countries.

### **Termination by Sameji Safaris Travel**

1. Sameji Safaris Travel is entitled to terminate the agreement due to serious circumstances. Compelling circumstances in each case (but not exclusively) exists if the area where the journey will be subject to a travel warning, in case the behaviour of the client is such that it endangers fellow travelers or staff.
2. In case the cause of the cancellation by Sameji Safaris Travel is attributable to the client, the client bears the resulting damage. In case the cause of cancellation is not attributable to the client, both parties will bear their share own damage.

### **Complaint limits**

1. Complaints about the performed trip must be reported during the trip by the passenger directly to the representative of Sameji Safaris Travel so Sameji Safaris Travel is able to resolve the complaint. In case a complaint is not resolved satisfactorily, a written complaint can be filed within 30 days after the trip.
2. In case the client does not act within the limits of this section, any rights in place will be forfeit.

#### **Liability**

1. Sameji Safaris Travel has expanded focus on safety and responsibility of the trips and excursions it organises. Despite the preventive and careful act on our side incidents cannot be ruled out completely. The risks must be borne by the client. Clients should always be alert to their own safety and are responsible for their own behaviour.
2. Sameji Safaris Travel cannot be held liable in case of any (personal) injury, loss, damage, or death, claim, expense, accident, deviation, delay, termination or other force majeure, pandemic or other disease outbreak, caused by reasons beyond the control of Sameji Safaris Travel, which may arise during each trip or that may occur in a company, organization or individual.
3. Sameji Safaris Travel cannot be held responsible in any way for any damage arising from the preparation of the safari/tour.
4. It is the responsibility of the client to gain medical advice on vaccinations and medications for the destination and to follow these medical instructions. The same goes for being in possession of a valid passport and the necessary insurance and visas for the destination. Sameji Safaris Travel accepts no liability for failure or not regulate these matters in due time; Information Sameji Safaris Travel provided on these matters is in good faith and to the best of his knowledge; Sameji Safaris Travel cannot be held liable for this.

#### **Applicable law**

The laws of the Netherlands are applicable to any agreement between Sameji Safaris Travel and the client.