

## **Terms & Conditions Shemeji Safari & Tours**

### **GENERAL**

Shemeji Safari & Tours (the company) organizes safaris, day trips, Kilimanjaro Expeditions, Zanzibar Holidays and complete tour packages in Tanzania.

Please read the Terms and Conditions and the Travel Notes carefully as together they set out our respective obligations and form the basis of your contract with us. In these terms and conditions, “you” means all persons named on the booking (including anyone who is added or substituted at a later date) and “we” and “us” means Shemeji Safari & Tours. These terms are amended from time to time due to changing circumstances; the terms at the time of booking are the terms that are valid.

Conditions in Africa are not the same as those in developed countries and standards of service, medical facilities, safety and security may often be lower than those in your home countries. Please note that it is the laws and regulations of the country in which services are provided which apply to your holiday arrangements and not those of your home country.

### **WEBSITE USE TERMS AND CONDITIONS**

Although Shemeji Safari & Tours endeavours to provide accurate, up-to-date and truthful information on this site, neither Shemeji Safari & Tours nor any of its employees and associates make any representations or give any warranties, whether expressly, tacitly or implied, as to the operation of the site, the information, content, materials and products included and available from this site.

Shemeji Safari & Tours, its employees, agents and associates will not be liable for any damage of whatsoever nature arising or resulting from the use of or inability to use this site or the information contained hereon, including but not limited to direct, indirect, incidental, punitive and consequential damage.

Shemeji Safari & Tours will treat all personal information you give us as strictly confidential and no personal information will be made available to third parties, unless obliged to do so by law or legal process.

Shemeji Safari & Tours may send e-mail messages to our customers with news and special offers and users may, by return mail, indicate whether they would prefer not to receive any such mail in future.

### **ACCURACY OF INFORMATION**

The descriptions, information and opinions given by us in respect of national parks, animal sightings, accommodation, itineraries, gorilla permits and security are given in good faith, based on the latest information available to us. Every care has been taken to ensure the accuracy of the information provided. We cannot accept any responsibility or liability for any errors or omissions caused by matters beyond our control.

## **CANCELLATIONS BY US**

We always endeavor to avoid cancelling, but we must reserve the right to do so. We shall not cancel your confirmed holiday less than 30 days before departure unless you fail to make all payments due in full and on time or we are forced to do so as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. If we cancel your safari holiday (except where you have failed to make payment or as a result of force majeure) we shall offer you the choice of purchasing an alternative holiday from us of a similar standard to that originally booked if available.

If the chosen alternative is less expensive than your original holiday we shall refund the difference but if it is more expensive, we shall ask you to pay the difference. Alternatively you are entitled to a full refund of all money you have paid to us. Except where we cancel for reasons other than those mentioned in this clause, we shall have no further liability to you. We regret we cannot pay any expenses, costs or losses incurred as a result of any cancellation.

We reserve the right, without prior notice, to terminate the holiday of any person in your party if, in our opinion or in the opinion of any other person in authority, the persons concerned behave in such a way to cause or be likely to cause danger to any third party or damage to property. In this situation, the person(s) concerned will be required to leave the accommodation or other service immediately. We shall have no further responsibility towards such person(s). No refunds will be made and we shall not pay any expenses or costs incurred as a result of the termination.

## **CANCELLATIONS BY YOU**

Should you or any member of your party be forced to cancel, you must advise us or your travel agent in writing. A cancellation is not effective until we receive a copy of your written notice. To cover our estimated loss caused by the cancellation and as we may be unable to resell your holiday, cancellation fees, excluding insurance, will be levied per person as follows:

Period before departure = Cancellation charge (as percentage of total price paid where applicable)

- More than 45 days = Deposit;
- 44 days – 15 days = 50%;
- Less than 14 days = 100%.

If a refund is made to a customer arising from a cancellation, amendment or error by the customer, Shemeji Safari & Tours reserves the right to charge the customer any bank or credit card service provider charges incurred.

## **COMPLAINTS**

Complaints must be reported immediately to our representative and to the supplier of the service(s) in question, who will do their best to resolve any problem. If you remain dissatisfied, a written report should be submitted as soon as possible after the incident and not later than 28 days after completion of your holiday, to enable us to investigate them fully. Regrettably, liability for any complaints not notified in accordance with this procedure cannot be accepted.

## **FORCE MAJEURE**

We regret we cannot accept liability or pay compensation where the performance or proper performance of our obligations is prevented or affected by any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events include war or threat of war, riots, civil strife, border closures, unexpected government acts, terrorist activity, industrial disputes, natural or nuclear disaster, extreme weather conditions, fire, technical and/or mechanical problems to transport, road closures, disease and all similar events beyond our control.

## **INSURANCE**

Your attention is drawn to the section in the Travel Notes regarding insurance. It is a condition of booking that you must have, and must demonstrate to your travel agent or us at the time of booking that you have, appropriate insurance for the type of holiday being taken with us. Such insurance should fully cover personal injury, medical expenses, cover death, personal injury, medical expenses, repatriation in the event of accident or illness or death, cancellation or curtailment of the holiday by either side and loss of, damage to, or theft of the clients' personal property. Activities with a greater inherent risk, such as mountaineering, animal tracking on foot, white-water rafting should be covered.

## **JURISDICTION**

The principal company is incorporated in the Tanzania and it operates under the laws of Tanzania.

## **LIABILITY**

We shall make every reasonable effort to ensure that (a) all component parts of the holiday are supplied as described in the brochure and to a reasonable standard; and (b) our employees, agents, suppliers and sub-contractors exercise due care in carrying out our obligations under the contract. We accept responsibility for what our employees, agents, suppliers and sub-contractors do or do not do (provided they were at the time carrying out work authorized by us).

If any part of your holiday is not provided as advertised and to a reasonable standard, we shall pay you appropriate compensation if your enjoyment of the holiday has been affected and you have followed the complaints procedure set out in these terms and conditions. This acceptance of responsibility is subject to the clause relating to "Force Majeure" above and these Terms and Conditions generally. Our maximum liability in respect of complaints (except where death, personal injury or illness results, or where claims relate to loss or damage to possessions or luggage, which are dealt with below) is limited to an amount equal to the cost paid by or on behalf of the person affected for the relevant services.

The maximum amount will only be payable where the person affected has derived no benefit from the holiday and none of the services contracted have been provided. Liability for loss or damage to luggage or personal possessions (including money) will be compensated to a maximum of US\$30 on the basis that the client is assumed to have taken out adequate insurance cover in respect of such losses at the time of booking.

We will take all due care to prevent your death, injury or illness being caused by the animal or insect life of the destinations. It is your responsibility to take proper medical and practical precautions in this regard and your attention is drawn to the section in the Travel Notes relating to Health. Medical advice should be sought well before travelling. Subject to these Terms and Conditions, we will not be responsible should you or any of your party suffer death, personal injury or illness during the holiday.

### **QUOTATIONS/BOOKINGS/PRICES**

Please ensure that the quotation given with details of number of clients, dates, accommodation, transportation, permits, park fees and all other services to be provided is clear and accurate before confirming the booking in writing. All references to quotations in writing shall include reference to correspondence by electronic mail. The price of your chosen holiday will be confirmed at the time of booking. We reserve the right to correct errors in both advertised and confirmed prices and will do so as soon as we become aware of any such error.

Once the price of your holiday has been confirmed, subject to the correction of errors, a surcharge will only be payable if transportation costs, taxes, accommodation costs increase in total to over 2% of the holiday price. If you are required to pay more than 10% of the original holiday price, you will be entitled to cancel your holiday with the full refund of all the money. Should you decide to cancel under these provisions, you must exercise your right to do so within 14 days of notification to you of the surcharge. We reserve the right to increase or decrease the prices of unsold holidays at any time.

### **PAYMENT**

At the time of booking you must confirm acceptance of these terms and conditions and pay a deposit of 25% of the price of your holiday. If written acceptance is not received from you, we shall assume acceptance of the Terms and Conditions. The balance must be paid in full not later than 40 days before departure. Bookings made within 30 days of departure must be paid in full at the time of booking.

### **TRANSPORTATION**

Every effort is made to ensure that vehicles are provided in a roadworthy condition but no liability can be accepted for breakdown, or any damage or delay. Company vehicles must only be driven by the company's Guide whose decision on all matters, such as the route taken, is final.