

Everlasting Tanzania Travels LTD



Tel: +255 788 835 575
www.everlastingtz.com

P. O. Box 15175
Arusha, Tanzania

Custom-made Trekking & Safaris Vacations in Tanzania

EVERLASTING TANZANIA TRAVELS.

BOOKING TERMS AND CONDITIONS

PLEASE READ CAREFULLY

Everlasting Tanzania Travels Limited is a limited company registered in the United Republic of Tanzania.

The following terms used in this Booking Terms and Conditions document shall be considered synonymous: safari, trek, tour, and trip, all of which refer to the travel arrangements being booked with and travel services being delivered by Everlasting Tanzania Travels. . Additionally, the following terms: client, guest, participant, member, passenger and traveller all refer to you, as the traveller.

A CLIENT'S SIGNATURE AND RETURN OF A RESERVERATION FORM ALONG WITH A PAYMENT OF A DEPOSIT SHALL BE CONSTRUED AS ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS:

1. Reservations and Payments - Payment of a non-refundable deposit in the amount of ten (10%) percent of the total tour price, along with a completed and signed Reservation Form are required in order to confirm your reservation. Upon Everlasting Tanzania Travels's receipt of deposit and Reservation Form, we will, subject to availability, reserve your place on your selected tour. In the event any accommodation is not available, we will substitute a comparable property or adjust the itinerary if necessary without compromising the tour experience. The balance of the tour price is due not later than 90 days prior to departure. All payments must

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be made by bank transfer to Everlasting Tanzania Travels. 's Exim US dollar bank account

. All prices are in U.S. dollars and must be paid in U.S. dollars.

2. Cancellation and Refund Policy - Cancellations effective upon the date of receipt

of written notification in our office and signed by the client.

Cancellations received by Everlasting Tanzania Travels:

- 91 days or more prior to departure are subject to a cancellation penalty of

10% of the total trip price;

- 90 to 61 days prior to departure are subject to a cancellation penalty of 50%

of the total trip price; and

- 60 days or less prior to departure are subject to a cancellation penalty of

100% of the total trip price.

Trip cancellation insurance is strongly recommended. No refund or portions of any refund shall be made by Everlasting Tanzania Travels. in the event you fail to join a tour or join it after departure or leave it prior to its completion.

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Reservation Form and Booking Terms & Conditions

3. Limitation of Liability - Everlasting Tanzania Travels must make substantial advance payments

to its suppliers to secure hotels, transportation companies, etc. prior to the

scheduled tour commencement date. In the event a tour is cancelled due to force

majeure (acts of God, war, labour strikes, earthquake, flooding, etc.), Everlasting Tanzania Travels

will promptly refund the portion of the trip cost not already advanced to suppliers

and use its best efforts to recover and refund the balance as promptly as possible.

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Everlasting Tanzania Travels, however, does not guarantee recovery of any or all of the advance payments made, and our use of best efforts to recover these payments will not include the commencement of any legal proceedings against suppliers.

Everlasting Tanzania Travels shall not be responsible for expenses incurred by travellers in preparing for a cancelled trip such as non-refundable airfare tickets, visa fees etc

4. Insurance - It is a condition of booking that the sole responsibility lies with the guest to ensure that they carry the correct and sufficient comprehensive travel and medical insurance to cover themselves, as well as any dependants and traveling companions for the duration of their tour to Africa. This insurance should include coverage in respect of, but not limited to, the following eventualities: cancellation or curtailment of the tour, emergency evacuation expenses, medical expenses, repatriation expenses, damage, theft or loss of personal baggage, money and goods. Everlasting Tanzania Travels will take no responsibility and shall have no liability for any costs for losses incurred or suffered by the guest, or guest's dependants or traveling companions, with regards to, but not limited to, any of the above mentioned eventualities. Guests will be charged directly by the relevant service providers for any emergency services they may require, and may find themselves in a position unable to access such services should they not be carrying the relevant insurance coverage.

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5. Medical and Health – Good physical health is a requirement for participation on a tour in Africa. You may be travelling in rugged and wilderness areas away from immediate medical attention and facilities. By forwarding this Reservation Form and payment of deposit, you are confirming that that you do not have any physical or other conditions of disability that would create a hazard to yourself or fellow travellers. It is essential that any guest with any condition requiring regular medication or treatment or which may be affected by strenuous outdoor activity, high altitude, climate or particular foods, advise us in writing in advance of travel.

Everlasting Tanzania Travels reserves the right to request a guest to provide a doctor's statement of good health or to make an ultimate decision for determining suitability for a guest to participate in an activity which may pose a risk to the guest or other travel participants. Anti-malarial precautions should be taken, and these are the sole responsibility of the guest. will not assume responsibility for the accuracy of any medical information. You should consult your doctor for up to date requirements and medical advice.

6. Airfares and Delays - Airfares are subject to fluctuate without notice prior to ticketing. Everlasting Tanzania Travels is not responsible for any airline schedule or airfare changes, cancellations, overbooking or damage or loss of baggage and property.

Any and all claims for any loss, damage or injury suffered on any airline must be made directly with the airline involved. Air schedule changes may necessitate

Everlasting Tanzania Travels Limited additional nights being added to your tour. These schedule changes are beyond

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the control of Everlasting Tanzania Travels and any resulting additional costs shall be the sole responsibility of the guest. Everlasting Tanzania Travels shall not be held liable for any delays or additional costs incurred as a result of airlines not running to schedule.

7. Information – Everlasting Tanzania Travels shall not be liable for any loss, damage or injury arising from any shortfall, errors or omissions in the information passed to the customer during the course of the sale or subsequent delivery of the services.

8. Itinerary Changes - Although every effort is made to adhere to schedules and itineraries, Everlasting Tanzania Travels reserve the right to alter routes or accommodations arrangements should conditions necessitate prior to or while on tour. Such conditions may be brought about by unpassable roads or closed airfields due to rain, by game migrations from one region to another, lodge and camp overbookings, airline delays and schedule changes or other unforeseen challenges. Everlasting Tanzania Travels shall not be held responsible for such itinerary changes. If a client initiates a last minute change to the tour itinerary including accommodations, flights, services, etc., any additional expenses incurred as a result of such change shall be payable directly by the client.

9. Right to Subcontract – Everlasting Tanzania Travels shall have the right to subcontract any of its services to a third party service provider in its sole discretion.

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10. Specific Accommodation – Although we use our best efforts to ensure that all reserved accommodations are available as planned, Everlasting Tanzania Travels shall not be held liable for a refund either in the whole or part, if any accommodation or excursion is unavailable and a reasonable alternative is found.

11. Wild Animals - Please be aware that our tours may take you into close contact with wild animals and challenging environment. Acute Altitude sickness and attacks by wild animals are rare, but no tour into the African wilderness can guarantee that this will not occur. Everlasting Tanzania Travels shall not be held responsible or liable for any injury or incident on the tour. Please note that many lodges and camps are not fenced and wildlife move freely in and around these areas. Always follow the safety instructions from the trip leaders, lodge or camp's staff with regards to moving to and from your accommodation and while on game activities throughout your tour.

12. Guest Representation and Consent – The person making any booking with Everlasting Tanzania Travels, warrants that he or she has authority to enter into a contract on behalf of all other persons included in such a booking and in the event of the failure of any or all of the other persons so included to make payment, the person making the booking shall by his/her signature thereof assume personal liability of the total price of all bookings made by him/her. The payment of the deposit or any other partial payment for a reservation on a tour constitutes a consent by all guests covered by that payment to all provisions of the Booking Terms and Conditions contained herein whether the guest has signed the Reservation Form or not.

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13. Assignment – This contract may not be assigned by either party without the priorwritten consent of the other party.

14. Severability – If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms shall remain in full force and effect and shall not be affected.

15. Governing Law – The validity of this contract and of any of its terms or provisions, as well as the rights and duties of the parties under this contract, shall be construed pursuant to and in accordance with the laws of the United Republic of Tanzania.

16. Entire Agreement – This contract supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject of this contract. This contract contains all of the covenants and agreements between the parties with respect to the subject of this contract, and each party acknowledges that no representation, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this contract. No agreement, statement, or promise not contained in this contract shall be valid or binding between the parties with respect to the subject of this contract.

17. Increase in Costs – Tour costs quoted are current and are subject to change should there be any increases related to national park fees, lodging rates, governmental fees and taxes, internal airfare, airport taxes, visa fees, third party services or any other circumstance beyond our control.

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18. Travel & Medical Documents – It is the responsibility of the client to ensure that he/she and his/her dependents have all the appropriate travel and medical documentation including passports, travel permits, vaccination certificates and other required documentation. It is your responsibility to report on time for all travel arrangements and to ensure that you have all travel tickets and documents.

Everlasting Tanzania Travels shall not be held responsible for any additional costs if you fail to do so and in the case of passengers being refused entry by any immigration or other authority, all repatriation costs are to be borne by the traveller.

“I have read and accept the foregoing Booking Terms and Conditions. I understand and agree that I must also sign and return to Everlasting Tanzania Travels a completed Travel Insurance Acknowledgement before my reservation will be confirmed. If I am signing on behalf of a minor, I agree to release, hold harmless and indemnify Everlasting Tanzania Travels for any claims of the minor.”

(If applicant is under 18 years of age, a parent or legal guardian must sign for the minor)

PARTICIPANT'S SIGNATURE	PARTICIPANTS NAME PRINTED	DATE