



TERMS AND CONDITIONS

HOW TO BOOK:

- After you have decided on the safari of your choice, fill out the booking form and send it to **us** together with a deposit of 20% of the applicable rate.
- On receipt of the signed booking form and deposit, we will, subject to availability, reserve the required services.
- The booking is confirmed and accepted by us when we forward the confirmation invoice to you.
- The deposit will be refunded if **The Safari Company** cannot offer you a place. Please note that reservations cannot be made without a deposit. Final payment is **due eight weeks prior** to the date of departure.
- On receipt of payment we will send vouchers, destination information, clothing lists, etc. Please ensure that you receive this information before you leave on safari.

1. THE CONTRACT:

In this Contract the following words shall have the corresponding meanings unless the context otherwise indicates and the same meanings shall be applicable to the booking conditions:

The Company means: Blue Lotus Travel and Tours as The Destination Management Company.

The Client means: The person who accepts the booking by signature.

Persons Under His Authority means: All persons accepted for a safari on the application of a client.

2. The client who signifies the acceptance of a booking does so on behalf of himself/ herself and persons under his/her authority, and warrant that he/she has authority to enter into a contract on behalf of the other person included in such a booking and in event of the failure of any or all the other persons so included to make payment, the person making the booking shall by his/her signature thereof assume personal liability for the total price of all bookings made by him/her. All bookings are made with The Safari Company and no person has any authority on its behalf to vary any of the terms and conditions which are applicable.

Blue Lotus Travel & Tours

Address: Palace Hotel Arusha, Ground Floor.

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3. A non-refundable deposit of 20% for each person is required when submitting the booking application form, which shall be returned to the Company on completion. The booking fee is accepted as part of the inclusive fare and will only be refunded if the applicant cannot be accommodated.
4. The full amount due by the client to the Company, shall be payable not less than eight weeks prior to the date of departure. If the full amount is not paid in due time, The Company reserves the right to treat the booking as cancelled. Late applicants however may join the tour on an "accommodation available" basis.

5. CANCELLATIONS:

- Cancellations are only effective on receipt of written notification.
- If a booking is cancelled prior to 8 weeks before departure, you forfeit your deposit.
- If the booking is cancelled less than 8 weeks before departure, The Safari Company shall retain the full deposit and a cancellation fee will be payable by the client as follows:

Duration	Cost
90 - 60 Days	Deposit + 25% of Total Fare
59 - 45 Days	Deposit + 50% of Total Fare
44 - 0 Days	Deposit + 100% of Total Fare

- Cancellation insurance is compulsory for all the services.
- It is the client's responsibility to arrange cancellation insurance.
- Should a client fail to join a tour after a departure or leave prior to its completion, no refund or liability will be accepted by The Safari Company.
- In case of a Group Booking below cancellation policy will apply in addition to the above conditions.

Duration	Cost
90 - 60 Days	Deposit + 50% of Total Fare
45 - 0 Days	Deposit + 100% of Total Fare

6. CHANGE OF BOOKING:

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- After the booking has been confirmed, should you wish to change to an earlier departure date, you may do so subject to availability by paying a transfer fee of US\$25.
- Normal cancellation fees apply if you wish to postpone your departure and are subject to availability.

7. CHANGES TO SCHEDULES:

- The client is aware that the itineraries are flexible and will depend on local conditions.
- The Company will not accept any claims of any nature including consequential damages as a result of any accommodation or other facilities, made or becoming unavailable on tour.
- The client hereby indemnifies and holds the Company harmless in respect of any such claim.
- The Company reserves the right to cancel any tours without prior notification, in such events, all monies paid will be refunded in full which shall constitute the full extent of the Company liability to the client and persons under his authority.

8. REFUNDS:

- The Company uses its best endeavours to ensure that all anticipated accommodation is available as planned.
- There shall be no claim of any nature whatsoever against the Company for a refund either in whole or part, if any accommodation or excursion is unavailable and a reasonable alternative is not found.
- If the guest is unable to use any service provided in the itinerary, then there are no refunds due.
- The Company will not entertain complaints due to Loss of Enjoyment where the full land arrangements have been provided.

9. BAGGAGE:

- The client is aware that the baggage is restricted to 20kgs in a soft bag (this includes camera equipment and carry-on bag) due to safety and limited space.
- The Company can in most cases, arrange for extra baggage to be stored or taken to the camp, lodge or hotel at an additional cost.
- All baggage and personal effects are at all times the clients risk and the Company cannot accept liability for any loss of baggage or personal effects.

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10. TRAVEL DOCUMENTS

- The client acknowledges that it is his responsibility to ensure that he/she is in possession of the necessary valid travel documents, passport, visas, vaccination certificates, etc.
- Even though The Company will endeavour to assist the passenger in this regard, such assistance should be at the Company's sole discretion, the client acknowledges that in so doing, the Company is not assuming any obligation or liability, and that nevertheless the responsibility to ensure that the aforesaid documentation is in order and complies with such lawful and other requirements to enable the client to enjoy the benefits of the tour, remains the client's.
- The client acknowledges that the Company will not be held liable to a refund of the tour fare or compensation, should the client be refused entry into a country for any reason.

11. INSURANCE:

- Comprehensive travel and medical insurance is compulsory for guests booking with The Safari Company.
- The client acknowledges that it is his responsibility to take insurance. The client undertakes to take comprehensive travel insurance to cover his/her personal requirements.
- This insurance should include cover in the respect of, but not limited to, the following eventualities: cancellation and curtailment of the safari and services booked, emergency evacuation expenses, medical expenses, repatriation expenses, damage/theft/loss of [personal baggage, money and goods.
- The Safari Company, including their representatives, employees and agents will take no responsibility for any costs, losses incurred or suffered by the guests, 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.
- **Please note that credit card travel insurance is inadequate for a Holiday**

12. INDEMNITY

- Neither The Safari Company (the Company) nor any person or agent acting for, through or on behalf of the Company shall be liable for any loss or damage whatsoever arising from any cause whatsoever and without restricting the generality of the a foregoing shall particularly not be responsible for loss or damage arising from any errors or omissions contained in its website, literature or information sources, loss or damage caused by delays, sickness, theft, injury or death.

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- In addition the Company shall have the right at any time at its discretion to cancel any safari and services or the remainder thereof or make alterations in route, accommodation, price or other details and, in the event of any safari and services being rendered impossible, illegal or inadvisable by weather, strike, war, government or interference or any other cause whatsoever, the extra expenses incurred as a result thereof shall be the responsibility of passenger.
- The Company may at its discretion and without liability or cost to itself at any time cancel or terminate the guest's booking and in particular without limiting the generality of the foregoing it shall be entitled to do so in the event of the illness or the illegal or incompatible behaviour of the guest, who shall in such circumstances not be entitled to any refund. The client undertakes and agrees that he/she will, at all times, comply to a reasonable code of conduct during the safari and will not in any way constitute a nuisance to the other persons on tour.
- The client acknowledges that the services arranged by the Company, whether in civilized or remote areas by plane, vehicle, train, dugout canoe, canoe, boat, horseback, other conveyance or by foot, contains inherent risks of injury, illness, death, or loss and damage to property, which may be caused by forces of nature, accidents, wild animals, negligence of others, and other causes known or unknown.
- The client acknowledges that such risks may be present at any time before, during or after the tour arranged by the Company and that medical services and facilities may not be readily available during the tour.
- The client expressly assumes any and all risks with respect to the activities and circumstances described herein and agrees not to sue The Safari Company on account of any losses, claims, costs, liabilities or damages.
- The client agrees not to allege the unenforceability of this Agreement or part thereof. In the event of any competent authority finding that any portion of this Agreement is unenforceable, the remaining portion shall remain in full force and effect. The client agrees that the foregoing obligation shall be binding.

13. FACTORS OUTSIDE THE COMPANY'S CONTROL:

- The client is aware that unforeseen circumstances due to road conditions, weather, mechanical breakdown, accident, border closure, political situations etc are beyond the control of the Company and can delay and change the performance of the safari.
- The cost of flying back home, alternative accommodation, food, personal expenses and all resulting costs are to be borne by the client.

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- The client is aware that insurance is compulsory to participate on all tours and acknowledges that it is responsibility to take comprehensive travel insurance. The Safari Company will accept no liability whatsoever.

14. HEALTH:

The client acknowledges being aware of the proposed itinerary and it is the client's obligation to ensure that he/she is medically fit and able to embark upon such a tour. A medical certificate is required for passengers over 65 years.

15. This booking and eventual contract between the client and The Company shall be deemed to be concluded in Dar es salaam, Republic of Tanzania; and shall be interpreted according to the laws of the Republic of Tanzania. In the event of any action hereunder, the Supreme Court of Tanzania shall have jurisdiction in regard thereto, notwithstanding that the amount of the claim may be within the jurisdiction of the Magistrate's Court.

16. The Company believes that the contents of this website are correct at the time of printing, but all prices and services are subject to change or withdrawal without notice.

17. AIRLINE RESPONSIBILITY:

The airlines or other carriers concerned are not held responsible for any accident omission or event during the time that passengers are not on board their aircraft or conveyance. The passengers' contract in use by the airlines concerned, or by other carriers concerned when issued shall constitute the sole contract between the airlines and/or carriers and the purchaser of these tours and/or passengers.

18. PRICE INCREASE: The Company reserves the right to increase their tour fares due to any increase in airline tariffs, fuel costs, game reserve entry fees, fluctuation of exchange rates, etc.

19. CONSENT:

The payment of the deposit OR any other partial payment for a reservation on a Holiday constitutes consent by all guests covered by that payment to all provisions of the conditions and general information contained on this website, literature or information sources whether the guest has signed the booking form or not. The terms under which you agree to take these safaris/ Holidays, cannot be changed or amended except in writing signed by an authorised member of the Company.

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20. AGE LIMITS ON SAFARIS: Please consult us regarding age policies at the time of booking. If a guest lies about their age, we reserve the right to terminate the safari without compensation.

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