

1. Contract

Your contract is with DB East Africa Safaries Limited (hereinafter called “DB”). We draw your attention to the following terms and conditions, which cover all brochures and correspondence and all bookings made with us. Any contract with DB is subject to these terms and conditions from which no person has the authority to depart without prior communication and agreement in writing.

2. Booking Procedure

A binding contract comes into existence between us when;

- a. You agreed to the tailor made program of safari
 - b. We receive a deposit of 40% of the quote price,
 - c. when we receive full payment of the holiday when the booking is made less than 30 days before your departure date.
-

No contract will exist between the parties until such monies have been received. We require full payment to be made for your holiday 30 days prior to the departure date.

If full payment is not received 30 days prior to the departure date, we reserve the right to cancel your holiday and apply the cancellation as per the Cancellation procedures.

charges set out in paragraph 6. will be without penalty to us and we will have no further liability to you.

If however, you have already provided us with your credit or debit card details whether this was to make a payment on account or not, and you do not specifically notify us in writing to the contrary prior to the date upon which any balance becomes payable by you, you agree

that we may use such credit or debit card details to obtain payment of any balance due by you under this agreement.

The lead booking name is liable for making full payment for all persons in the booking party and all those in the booking party agree to be bound by conditions (including anyone added or substituted at a later stage). It is the responsibility of the lead booking name responsible for making the booking to ensure all in their party are aware of and have read these terms and conditions. If you accept our quote in respect of your holiday you must make a payment of 30% of the total price of the quote when you confirm your trip with us in writing. A delay in acceptance of the quote may result in a variation of the holiday price. Where the proposed departure date is within 45 days of the quote being given we require full payment at the time of your written acceptance of the quote.

All bank charges are to be settled by the client or agent respectively. This includes transaction fees charged by our bank. The amount shown on the invoice, is the amount that needs to reflect in our account and should bank charges have been deducted, we would have to invoice you subsequently.

3. Medical Conditions

Please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. If you or any member of your party have any medical problem or disability which may affect your holiday, in any event, you must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline the booking or, if full details are not given at the time of booking, cancel when we become aware of these details.

4. Documentation

Please carefully read your confirmation invoice, tickets and all other documentation we send you as soon as you receive them. Contact us immediately if any information appears to be

incorrect as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracy in any documentation within 7 days of our sending it out. You will be responsible for any costs and expenses involved in rectifying any inaccuracies except where we made the mistake.

5. Payment Terms

Tour packages are confirmed upon receipt of 30% deposit of the total cost of the package. Balance payable in full 30 days prior to arrival. Full payment is required if tour is booked less than 30 days.

6. Cancellations & Amendments

Cancellation of a holiday must be made in writing and is effective from the date we receive the written notification. In all cases of cancellation the deposit, and any amendment charges will be forfeited. Cancellation charges are expressed at a percentage of quoted price as follows –

Period before departure when we receive your written cancellation	Cancellation charge per person cancelling
---	---

- 120 to 61 days Deposit only 30%
 - 60 to 46 days only 50%
 - 45 to 8 days only 75%
 - 7 to 0 Days 100%
-

If the reason for cancellation is covered under the terms of your insurance policy you may be able to reclaim these charges. Notwithstanding the above, if we have issued your domestic airline tickets and you choose at any time to cancel them then we will not refund you any monies for these tickets.

7. Pricing Itineraries

The price of your itinerary will be based on known costs at the date of issue of the itinerary. At any time before a full payment of your holiday has been made DB reserves the right to levy a surcharge where costs have changed since the date of issue of the itinerary. DB will absorb amounts up to 2% of the total holiday price and surcharge any amount greater than 2%. Should the surcharge exceed 10% of the total holiday price before 60 days of arrival date you are entitled to cancel the holiday and receive a full refund of all monies paid. We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any errors of which we are aware and of the then applicable price at the time of booking.

Matters influencing a surcharge would include, but are not limited to, increases in transportation costs e.g. fuel, scheduled air fares and any other airline surcharges, taxes or fees payable for services such as landing taxes, or embarkation or disembarkation fees at ports or airports, or increases in park fees, reserve fees or concession fees.

8. Amendments By You

If you wish to change your itinerary after a deposit has been made we will do our utmost to make the changes required, provided that notification is received in writing. Every change is subject to a fee depending on your amendments.

9. Cancellation By DB

We reserve the right in any circumstances to cancel your holiday for any reason at any time before full payment has been received. We cannot accept liability or pay compensation where the performance or prompt performance of our contractual obligations is prevented or affected by, or you suffer any damage or loss as a result of force majeure. In these booking conditions force majeure means any event which we or the supplier of services in question could not even with all due care foresee or avoid.

Such events are likely to include war, threat of war, civil strife, riot, civil disorder/unrest, industrial dispute, actual or threat of terrorist activity, natural or nuclear disaster, fire, breakout of an epidemic or pandemic disease, technical problems with transport, cancellation or amendment to any scheduled flight, closure, congestion of airports or ports, adverse weather conditions and all similar events outside our control. In the circumstances amounting to force majeure we will not refund any money to you although if we can recover any monies from our suppliers we will refund these to you.

10. Amendments By DB

It is unlikely that we will have to make any changes to your holiday although we reserve the right to make changes at any time. Most of these changes are minor and we will advise you of these in writing at the earliest possible date.

A minor change is a change which, taking into account the information you give us at the time of booking or which we can reasonably be expected to know as a tour operator, we would not reasonably expect to have a significant affect on your confirmed holiday.

11. Carriers

Carriage by air, and sea is subject to the terms and conditions of the carriers with whom you are travelling and to international conventions. DB accepts no liability whatsoever for cancellations, strikes, time table changes, diversions, technical issues unrelated to DB, lost or mislaid luggage, rescheduling costs, missed accommodation, or delays which result from any operational decision of the carrier concerned.

12. Your Responsibility

You must ensure that your travel documents, passports, visas and vaccination certificates are in order, DB will offer general advice but cannot be held responsible if you do not comply with current requirements before your departure. DB does not accept liability for any advice given of a general nature prior to the holiday commencing. You are responsible for a timely check in for

all flights and for presenting yourself to take up all pre-booked components of your holiday. No credit or refund will be given to you should you fail to take up any component of your holiday or if you lose any travel documents. DB draws your attention to the fact that there are certain inherent risks involved in all of the holidays to Africa that we supply and these must be accepted by you at your own risk. If you wish to discuss any such risks with us we would be more than happy to provide advice over the telephone or in writing.

13. Insurance

DB requires clients to purchase travel insurance. The clients ensures to take out adequate insurance, including, death, medical and evacuation insurance, to cover any loss or damages.

14. The Law Applicable

The above booking terms and conditions together with all correspondence form part of your contract with DB. This contract and any matters arising from it shall be governed by and interpreted in accordance with Tanzania law and the courts of Tanzania shall have exclusive jurisdiction to hear any and all proceedings between us either relating to our contract or arising out of it.

15. Waiver Of Claim Against Introducer

If you have been referred to us by another part (for example a travel agent) you agree to hold them blameless and waive any and all claims against such party. Any issues you may have must be directed to us and dealt with under the terms of our contract.

16. Problems

If you have a problem during your holiday, please inform the relevant organiser (camp/hotel manager/Safari guide) immediately and he will endeavour to put things right. If your problem cannot be resolved you need to contact the DB office so that we have the opportunity to investigate and rectify the problem.

17. Baggage

At any time, all baggage and personal effects are at the client's responsibility and the Company does not accept any liability for any loss or damage of any personal effects, howsoever arising.

* Clients are entitled to one bag of not more than 15 kg (backpack or soft bag – no hardtop suitcase) and a daypack. The Company reserves the right to refuse excess baggage. Please notice that on our trekking tours and on some "bush" flights other baggage regulations may apply.

18. Risk

The company and its owner, director, management staff and employees shall not be held responsible for any injury or death to persons on tour, nor for loss or damage to personal property, how ever they may be caused. The company draws your attention to the fact that there are certain inherent risks present when on Safari, or when engaging in any strenuous physical activity. It is your sole responsibility to obtain appropriate medical advice as to medication, immunization, and whether or not you are fit enough to undertake the trip, prior to departure. The company shall not be liable for illness, injury or death sustained whilst visiting the properties owned and managed by the company.

20. Marketing

The Company reserves the right to use any photographs and videos taken during tours for marketing or any other advertising material. The client hereby gives consent to use such photographs and authorizes the Company to retain copyright for these photographs and such material, although if client wish not to appear on any picture or video he should indicate that upfront.

21. Disputes

If you have any cause of complaints while traveling, you must immediately bring it to the attention of the company's management on email or phone number provided to you upon arrival.

25. 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.
