

Fondness Vacations Tours & Safaris Terms and Conditions

Offer & Acceptance.

Making a booking with Fondness Vacations (**the business**) is taken as acceptance by the customer of these Terms and Conditions.

Booking Tours.

a) Making a booking

Booking a safari or tour is often an interactive process, after clients find us and have an idea of what they want to do will then communicate to & forth on the tour & the recommended package on the time. This is normal and ensures that you book the right tour for you.

When we are completed with this process and you are ready to proceed to book with a quote that we have agreed upon, we will then send a payment detail so you can make a deposit for tour, will then send confirmation for the tour.

We will then issue clients with forms to fill out so we can get some details like in bound flights, dietary restrictions. Our Registration Form permits certain limited special requests to be entered into the contract, such as dietary restrictions. We will do our best to ensure such requests can be honoured and will communicate if they can't in advance.

However, if a request is made which does not form part of our Registration Form, then it does not form part of the contract, regardless of what other communication may have passed outside of the trip documentation. At any time between the making of a booking and the delivery of receipt paperwork to the Client or Client representative, the Business reserves the right to decline to supply the trip.

b) Price Guarantee.

Once you have made your booking and we have received your deposit, we guarantee to honour the prices for each individual item shown on your quotation, with the following exceptions:

Estimated price increases:

Where we are making a booking for a period for which we do not yet have prices from the supplier (i.e. a year in advance of the tour date), we usually include an estimated price increase. Such price increase will be resigned usually by the time that final payment becomes due, and the Client or Client representative is obliged to cover such increases to a maximum of twice the estimated increase.

Government regulated fees and taxes:

In Tanzania, we are exposed to unannounced and sudden changes in items such as national park fees and taxes. The Client or Client representative is responsible for paying any additional charges of this nature.

Fuel surcharges:

Similarly, we are occasionally exposed to sudden changes in fuel costs, which we need to pass on to our customers if our suppliers demand them of us. The Client or Client representative is responsible for paying any additional charges of this nature.

Major errors:

In the event of a major error having occurred in our quotation whereby we have significantly undercharged for a tour, we reserve the right to withdraw our offer.

Exchange rate fluctuations:

Very rarely our suppliers suffer from a large movement in the international exchange rates and add an exchange rate surcharge to their invoices to us. The Client or Client representative is responsible for paying any additional charges of this nature.

Payment Terms:

Payments are scheduled as follows:

Deposit Payment due on camping safari bookings: 25% must be paid.

Deposit Payment due on Safari in Lodges bookings: 30% must be paid.

Deposit payment due on tailor made option bookings: 30% – 40% can be requested.

Final Payments can be done due on arrival (Cash are accepted & preferred).

Payment can be made by bank wire/transfer, credits cards and online payments E.g. PesaPal. We will provide our banking details to enable this process.

NOTE: all payments made should be to Business accounts, which are all in Tanzania. We do not have any offshore Accounts.

It is common for us to receive separate payments for different individuals within a group touring together and accept payments from each (links will be sent to facilitate the payments), but communication of the relevant information should always take place via the group leader, who remains financially responsible for the whole trip.

Payment and Invoices.

All payments & instalments must be paid prior to your Tour start date.

When the client or representative has made the tour payment bank/wire transfer, please email a copy of the bank receipt to the Company. We will confirm receipt of the funds via email.

All costs because of payment will be handled by the clients, costs such as surcharge 3.5% for credit card & online payments, wire transfer charges.

Currency.

All our quotations are made in US\$ only. Cash are accepted in US\$ preferably however Euros, Pound sterling are also accepted. Customers are required to pay in any currency mentioned above and can do so by making a bank transfer directly into our bank account.

We will provide our banking details to facilitate this process.

Tour Element Modifications.

a) By the Business

The duties for payment by the Client or Client representative mentioned above assume that we can book the trip as quoted. While every effort is made to obey to all itineraries, **Fondness Vacations Tours & Safaris** reserves the right to make itinerary changes for your suitability.

In the unlikely event of an unscheduled tour delay/itinerary alteration/extension caused by flight delays, bad weather, strike, civil unrest, or other reasons beyond the control of **Fondness Vacations Tours & Safaris** it is understood that any expenses relating to any delay/itinerary alteration/extension (hotel accommodations, meals, flight change fees, etc.) are the responsibility of the client. We highly recommend all clients obtain insurance coverage for such events.

In the case of group tours where clients do have variety of packages options & matching a group is quite difficult the Business can alter the itinerary without affecting the duration spent on a particular destination or the destination itself to accommodate other group members.

Example, an itinerary set to go to park K, L, M & N therefore beginning with park K, then L, then M & lastly N can start with park N, then M, then L & lastly K (if some clients opt for 2 parks but on same date)

Furthermore, sometimes we are not able to book the trip exactly as quoted. This is often due to a lack of availability of rooms at a lodge or a serious issue such as a lodge or road being damaged by natural calamities (fire and floods). If this occurs, then all obligations for payment are waived. We do, however, reserve the right to make small modifications to the trip during the booking process that have no impact on the legal contract and the payment obligations on the part of the Client or Client representative. Such small modifications are limited to the following:

The replacement of up to two lodges/hotels within a trip by lodges which the Business defines as interchangeable.

The rearrangement of the order of the lodge/hotel nights within a trip.

The adjustment of the number of nights spent at each lodge/hotel within a trip.

The movement of any transport element from one supplier to another.

These changes are relatively uncommon – by the time a trip reaches the final quote stage, most elements will be either showing as available or already on hold with the suppliers. These conditions prevent customers from using a small change on the invoice as an excuse to cancel a whole trip without honouring their obligation to pay cancellation charges.

For any changes that result in a price reduction, the trip will be charged at this lower price. For any changes that result in a price increase, the Business will either seek permission from the Client or Client representative to make the change and pass the cost on or will need to absorb in the increase in cost and continue to offer the trip at the agreed price.

The Client or Client representative is obliged to accept any changes arising due to errors or omissions on the trip paperwork, so please be sure to read your quotation paperwork carefully. Excepted from this are errors or omissions that could not possibly have been picked up by the group leader, which will either be absorbed by us, or the order will be declined as per the following paragraph.

b) By the Client or Client representative.

Should you wish to make a change to your booking after it has been paid and deposits received, we will usually need to charge an amendment fee to cover additional administration costs. Itinerary changes can involve significant time and administration costs, so best to avoid changes if possible. If the changes involve the actual cancellation of any element of the booking, standard cancellation charges will apply.

Changes which involve adding to an existing booking can usually be carried out without an amendment charge.

Cancellation.

If individuals cancel less than (10 days) prior to tour they will forfeit tour fees. Consideration for a refund can be made in extraordinary circumstances that can be proven.

If individuals cancel before (10 days) to tour date, a refund (with exception of lodging tours which refund will be subject to the lodgings policies) will be made (less bank transaction costs).

Exchanges are allowed and no refunds will be given for individual tours cancelled. It is a requirement that you purchase full insurance coverage for the tour package and airline tickets to protect you in the event of cancellation or alteration.

In some cases, credit note on deposit made will be provided to client, this mostly to bookings made in shoulder seasons.

b) Changes and cancellations by the Company.

Very occasionally we may experience the failure of a supplier, or more commonly, the inability of a seller to deliver an approved service. One example is the inability of a safari operator to put a mobile camp out into the field due to a change in park regulations, the closure of a road or border or extreme weather conditions.

A more common but still relatively rare occurrence is an error being made during the bookings process, either by us or our suppliers, which leads to a lack of availability for a particular element of the trip. In both cases we will attempt to replace the service with an equal, which would not impact on the status of the booking and its payment and delivery responsibilities. In some cases, this may not be possible, and we will need to seek your agreement to a more significant change.

Fondness Vacations Tours & Safaris reserves the right in dangerous cases to cancel a tour at any time prior to departure if due to terrorism, natural disasters, political instability, or any reason whatsoever it is not viable for us to operate the planned itinerary. The refund of all land payments received shall release the Business from any further liability.

The Business is not responsible for any incidental expenses that you may have suffered because of your booking such as visa fees, vaccinations, non-refundable air tickets, etc.

Insurance

Travel and Medical Insurance is recommended for all **Fondness Vacations Tours & Safaris** participants. Your policy must include coverage for trip cancellation or limitation, medical

expenses arising from illness or accident before or during the trip, evacuation, and repatriation in case of emergency, death, any loss or theft of baggage, money or personal effects.

Clients are responsible for their own insurance and **Fondness Vacations Tours & Safaris** is not legally liable or responsible in the event a guest fails to take out adequate insurance coverage. All sporting activities undertaken by clients are of their own choice and at their own risk. These include such activities as parasailing, scuba diving, mountain climbing, all other water sports, horse-riding, etc. We advise clients to review their insurance policies carefully as many policies will not cover injuries sustained in a high-risk activity. **Travel insurance** is also one of the most important aspects of protecting your trip in case of failure or cancellation, so please make sure that you have it in place from the moment that you first make your booking and covering the whole period before, during and after travel.

Tour Suitability and Inappropriate Behaviour.

We reserve the right in our absolute discretion to terminate without notice the trip arrangements of any customer whose behaviour is such that it does or is likely, in our reasonable opinion, or in the opinion of any operator or the authorities, to cause distress, damage, danger or annoyance to any third party or the customer, or to cause damage to property or is illegal.

Our trips can be physically demanding. It is your responsibility to disclose an accurate account of any limitations in your mobility and all other relevant information relating to your health and fitness at the time of booking. You must also advise us of any change to your level of mobility or health and fitness between booking and starting your trip.

We reserve the right in our absolute discretion to terminate without notice the trip arrangements of any customer who is likely, in our reasonable opinion, or in the opinion of any operator or any other person in authority, to be unable to cope adequately with the demands of the trip. In either of these circumstances all our obligations to you under this contract or otherwise shall cease, full cancellation charges apply, and we shall not be liable for any refund, compensation or costs incurred by you whatsoever.

Problems arising during a trip.

If problems arise during a trip, then the customers are requested to make the Business and/or your guide or its agents aware of the details of any such problems as soon as possible in order that corrective action can be taken.

Usually, we can act fast to resolve any such problem satisfactorily. Claims arising from problems through which the customer has suffered in silence and not given us the chance to correct, only to issue a complaint well after the event, will not be entertained.

In dealing with a real complaint post trip, any evidence that you are able to gather at the time will be most helpful, especially photographs. Please bear in mind that when determining whether a refund is due, we will need to negotiate with the supplier in question after your return, so any concessions that you are able to obtain from them directly can also come in very handy in reaching an expedient solution.

Liabilities and their limitations.

Neither **Fondness Vacations Tours & Safaris** nor any person or agent acting for, through or on behalf of the Business shall be liable for any claims, losses, damages, injuries, death, costs, expenses, delays, inconvenience due to delay or change in schedule, overbooking of accommodation, default of any third party, attacks by wild or domestic animals, epidemics or threat thereof, sickness, the lack of appropriate medical care, evacuation to same if necessary, weather, strikes, acts of god or government, lost or misplaced luggage, acts of terrorism or the

threat of, force majeure, war, quarantine, criminal activity or any other cause beyond its control including those which result directly or indirectly from any act or omission, whether negligent or otherwise, of any person, independent contractor, Business or firm which provides any goods or services in connection with the Trip, any optional travel component or any other option that is available for purchase.

The Business does not accept liability for the acts or omissions of tour operators, hotels, carriers, or other outside the Business over which it has no control. It is important to be aware that you are travelling in areas of the world that can be dangerous or difficult.

We expect from our guests a certain level of awareness of such issues and cannot take any responsibility for guests being fooled by scams or otherwise disrupted or suffer any loss or injury because of parties not directly concerned in the provision of the services described within the contract. In other words, we expect you to be reasonably streetwise when in any public places, especially airports and towns. We do not accept responsibility for any services that do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us, and we have not agreed to arrange them and any excursion you purchase during your trip.

The promises we make to you about the services we have agreed to provide or arrange as part of our contract and the laws and regulations of Tanzania will be used as the basis for deciding whether the services in question had been properly provided. If the services which gave rise to the claim or complaint complied with local Tanzanian laws and regulations applicable to those services at the time, the services will be treated as having been properly provided.

This will be the case even if the services did not comply with the laws and regulations of the country of origin of the traveller, which would have applied had those services been provided in the traveller's home country. This term also includes where the claim or complaint concerns the absence of a safety feature which might lead a reasonable customer to refuse to take the trip in question, since many safety features that would be taken for granted back home (such as child seats in road vehicles) are not provided as a matter of course in Tanzania.

Additional excursions and activities.

We may provide you with information about activities and excursions which are available in the area you are visiting. We are not involved in any such activities or excursions which are neither run, supervised nor controlled in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in these booking conditions will not apply to them.

We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area(s) you are visiting generally (except where this concerns the services which will form part of your contract) or that any excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities mentioned in our brochure which are not part of our contract are vital to the enjoyment of your trip, email us and we will advise you the latest known situation. If we become aware of any material alterations to lodge/area information and/or such outside activities which can reasonably be expected to affect your decision to book a trip with us, we will pass on this information at the time of booking.

Airline and Flight Issues.

If any flight you have booked is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation against the airline under EC Regulation No 261/2004 – the Denied Boarding Regulations 2004, you must pursue the airline for the compensation due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding.

The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations as your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. Please note, your rights ("Changes and Cancellations by Us") and our liability limitations ("Our Liabilities and their Limitations") are not affected by the above Denied Boarding Regulations except that we are entitled to argue that the amount you receive or are entitled to receive from the airline is sufficient to meet any compensation obligation we may have to you as your tour operator as a result of any such cancellation, delay, downgrading or denied boarding.

Transfer Problems.

Should any of the elements of a trip fail, such as the non-departure of a boat or plane, then we will attempt to rearrange the trip as best is possible to minimize the impact, but we cannot be responsible for any knock-on effects arising from such a failure. In practice you will not need to, but for legal reasons we must insist that the customer must check with local operators the exact times and schedules for transport. There are only a few departures on which a failure can cause serious knock-on effects and we always try to construct trips which avoid such risks and will try to make you aware of any such possibilities. In Tanzania you soon learn to build a little bit of slack in your schedule. In addition to the above, we would also like to point out that Tanzania is not geared up for last minute and instantaneous delivery. The Business insists that any failure arising in a reservation made less than seven days in advance is completely at the customer's risk.

Information.

The Business takes no responsibility for loss, damage or injury arising from any shortfall, error or omission in the information passed to the customer during the sale or subsequent delivery of the product. Specific room requests Specific room bookings are usually honoured but cannot be guaranteed. Where a booking has been incorrectly made, or double booked and the customer is not able to stay in the chosen hotel, then the Business is liable to return only the sum paid by the customer for that element of the trip.

Health and Safety Expectations.

The last thing you want to do is get sick on your trip. It is the responsibility of the client to ensure that you have taken all necessary and recommended health precautions. Requirements for vaccinations are different and change time to time. We recommend that you visit a local travel health specialist for more information. For general information try <https://wwwnc.cdc.gov/travel>

Customers are reminded that when travelling to Tanzania they should not necessarily expect the same standards of hygiene, security, or service that you would in more advanced areas of the world. One of our biggest problem areas is clients failing to take adequate health precautions while travelling.

We would also like to point out that travellers cannot necessarily expect the same levels of health and safety that they may be accustomed to back home. Child seats too may not be required and may not be available. If you have any concerns or requirements in this area then we invite you to make specific enquiries before making your trip, as we cannot offer any special cancellation terms arising out of any shortcomings in this area.

Terms and Conditions of Suppliers.

Many of the services that make up your trip are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international agreements. Copies of the relevant parts of these terms and conditions are available to the supplier concerned.

Customer Protection.

Our customers come from all over the world. In the absence of any equivalent worldwide bonding agency, we must take a practical approach towards providing the most effective protection for our customers against a catastrophic failure of our company. We have therefore set up our business to operate as follows:

We pay all suppliers well in advance of your arrival, so that even if our Business does fail, your bookings will remain intact.

We retain all other moneys (i.e. our profit) in a separate bank account until after customers have returned from their trip. All other possibilities should be covered under your travel insurance, which we insist that all customers have, and which should be taken out at the time of booking to protect against the need to make a cancellation. In this way we can offer bookings security to all our customers worldwide.

Legal Jurisdiction.

Tanzanian Law will apply to the contract and to any quarrel, claim or other matter of any description that arises between us. All parties agree that any dispute, claim or other matter of any description that arises between us must be dealt with by the courts of Tanzania only.

Fraudulent enquiries.

Requests for quotations and other information submitted to us by any of our competitors, potential suppliers, or their associates, under the appearance of being a genuine customer request, will be treated as fake. Discovery of any such fraud will be pursued in the courts to the maximum penalty. We will not only claim for time lost directly on fielding such investigations, but we will also make much larger claims concerning the advantage gained by the possession of such information provided in the competitive environment in which we operate.

Definitions.

“Business name” **Fondness Vacations Tours & Safaris** is a business registered in Tanzania. Our office is at: P.O. Box 63224 Arusha, Tanzania Tel: +255679808255 email: info@fondnessvacations.com

“Group Leader” For each trip that we book, the first customer named on the paperwork is known as the ‘group leader’.

Whilst putting a trip together during the sales process, most of the dialogue will usually take place with the group leader. Leading up to and after an order being placed, it is the group leader who is

responsible for providing all necessary information to us and for honouring all payments and penalties due on the trip.

“Contract” These terms and conditions refer to a contract made between the Business and the Group Leader. The contract is also referred to this as the “booking” and the “trip”.