

## Terms & Conditions – Adventure-Bike-Africa

### 1. BOOKINGS

Bookings shall be confirmed in writing (E-mail , fax, or via post). Bookings shall be considered confirmed only when the booking is accompanied by a deposit valued at 30% of the tour price, whose receipt has been acknowledged by our bank. The remaining 70% must be paid 4 weeks before the tour begins. Please see the payment section below to see what types of currency we accept.

### 2. CANCELLATIONS AND REFUNDS

Any cancellation of a reservation must be in writing, either by e-mail or fax, and shall only be effective upon its receipt and acknowledgment.

The following cancellation fees will be made for cancellations:

- More than 45 days prior to trip commencement 30% of tour price
- 45 to 30 days prior to trip commencement 50% of tour price
- No show to 30 days prior to trip commencement 100% of the total tour price

No refunds are given for the following:

- Lost travel time or substitution of facilities
- Itineraries amended after departure
- Presence of circumstances beyond company's control which requires alternative arrangements be made to ensure the safety or further participation and enjoyment of your tour
- Lack of your appearance for any accommodation, service, activity, or tour segment without prior notice (see above)
- Premature contract termination

### 3. PAYMENT

Non-residents of Tanzania are required by law to pay in foreign convertible currencies. Payment for any extraneous details may be done in traveler's cheques, cash or bank transfer. We accept Visa and MasterCard.

### 4. CANCELATION

We reserve our right to cancel the tour latest 28 days before beginning, if there are less than 5 bookings on the trip. In this case we will inform you immediately. All payments will be refunded.

### 5. ACCESS

We can not be held responsible for road and airstrip conditions, which may make travel impossible at times. Any changes to the initial itinerary are subject to the conditions and rates outlined above, despite any access matters or weather conditions.

### 6. 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.

### 7. FORCE MAJEURE

"Force Majeure " means, in relation to the company, any circumstances beyond the control of the company (including and without limitation, acts of God, explosions, floods, tempests, fires, accidents, war or threat of war, sabotage, insurrection, civil disturbance or requisition, sickness, quarantine, government intervention, weather conditions or other outwards occurrences)

If the company is affected by force majeure it shall forthwith notify you of the nature and extent thereof. The company shall not be deemed to be in breach of these items and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any force majeure.

If the company is affected by force majeure it shall be entitled to, and may at its sole and absolute discretion, vary or cancel any reservations or cancel any reservation or arrangement in relation to the visits. Payment of any refund by the company to you as result of the non-performance of any company shall use its reasonable endeavors to reimburse you where possible. However, the company shall be entitled to deduct from any refund recoverable to the reasonable actual and potential costs to the company of the force majeure.

## **8. TERMS AND CONDITIONS**

These are the terms and conditions governing the relationship between the company and you, to the total exclusion of any other terms and conditions. No alterations to the terms and condition may be made by any of the company's employees, authorized representative or agents, unless in writing by an authorized officer of the company. All decisions and matters subject to the company's discretion shall be by authorized officer of the company. The Company reserves the right to employ sub-contractors for all or part of the services.

## **9. DISPUTES**

If you have any cause of complaints while traveling, you must immediately bring it to the attention of the company's representative or agent who will attempt to resolve the situation.

## **10. 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.

## **11. PLACE OF JURISDICTION**

This agreement shall be governed by Tanzanian law, the courts of Arusha shall have exclusive jurisdiction