

HALISI AFRICA TOURS LTD

TERMS & CONDITIONS

29 MAY 2024

BOOKING AGREEMENT TERMS & CONDITIONS

- 1.1 The Booking Agreements Terms & Conditions will become effective as from the date the confirmation invoice is sent to the Client by Halisi Africa Tours (Smc-Private) Ltd Certificate of Incorporation No. Z0000058011 hereinafter referred to as "Halisi Africa Tours".
- 1.2 The Terms and Conditions of this Booking Agreement and supporting documents will be governed by the laws of the United Republic of Tanzania and shall be enforceable within the United Republic of Tanzania and its Courts.

Booking & Payment – MULTI-DAY TOURS

- 2.1 Halisi Africa Tours accepts and confirms bookings upon receipt of a non-refundable deposit of 50% of the tour cost within 14 days after booking confirmation is sent.
- 2.2 Halisi Africa Tours requires to receive the balance payment of 50% no later than 45 days prior to the start of the tour.
- 2.3 For bookings later than 45 days prior to arrival, full (100%) payment is due immediately.
- 2.4 In case a tailor-made itinerary includes accommodation other than the ones indicated in the standard safari itineraries, Halisi Africa Tours reserves the right to amend the payment schedule or to request a deposit payment depending on the terms and conditions of the lodge/camp booked.
- 2.5 No services will be performed unless full payment has been received.

Booking & Payment – DAY TOURS

- 3.1 Halisi Africa Tours accepts and confirms bookings upon sending the confirmation invoice to the client, or the travel agent through whom the booking was made. Please note that a deposit is not required for reservations to be made.
- 3.2 Halisi Africa Tours requires to receive the full payment no later than 45 days prior to the start of the tour.
- 3.3 For bookings later than 45 days prior to arrival, full (100%) payment is due immediately.
- 3.4 No services will be performed unless full payment has been received.

Payment Option

- 4.1 The payment option will be provided upon confirmation of a booking.

Cancellation Policy – MULTI-DAY TOURS

- 5.1 If the booking is cancelled, the following fees apply relative to the period of notification given:
 - Up to 91 days prior to arrival: 20% of the total amount of the tour price
 - 90 to 46 days prior to arrival: 25% of the total amount of the tour price
 - 45 to 30 days prior to arrival: 50% of the total amount of the tour price
 - Less than 30 days prior to arrival: 90% of the total amount of the tour price
- 5.2 Should the date of travel of an existing booking be amended within 30 days of travel, the booking must travel within 12 months of the original travel date to avoid cancellation fees. Should the amended booking be cancelled at any stage, 100% cancellation penalties will apply.

Our Cancellation Policy – DAY TOURS

- 6.1 Halisi Africa Tours accepts cancellation of a confirmed booking in writing only.
- 6.2 If the booking is cancelled, the following fees apply relative to the period of notification given:
 - Up to 46 days prior to arrival: 0% of the total amount of the tour price
 - 45 to 30 days prior to arrival: 50% of the total amount of the tour price
 - Less than 30 days prior to arrival: 90% of the total amount of the tour price
- 6.3 Should the date of tour of an existing booking be amended within 2 days of tour date, the tour must take place within 30 days of the original tour date to avoid cancellation fees. Should the amended booking be cancelled at any stage, 100% cancellation penalties will apply.

Change Tour Dates

- 7.1 Halisi Africa Tours accepts change of tour dates (in writing only). You can change your tour date up until 45 days prior to the start of your tour with no change fees.

Alterations to tours

- 8.1 The right is reserved to change any route or arrangements should conditions so necessitate, to offer substitutes of equal value, or to cancel the operation of any scheduled tour. The right is also reserved to decline to accept or retain any person as a member of any tour at any time, in which event an equitable amount will be refunded.

Un-used portion of tour services

- 9.1 Halisi Africa Tours does not refund for any un-used portion of tour or services.

Travel Documents

- 10.1 The client is responsible for obtaining all necessary documents and ensuring that they are valid and effective – passports, visas, health and other certificates and travel documents, including travellers cheques where applicable.

Insurance

- 11.1 The client is responsible for obtaining travel, medical expenses, baggage, money and cancellation insurance. It is essential that the client obtains insurance.

Conditions of Travel

- 12.1 The client acknowledges being aware of the possible risks inherent in adventure travel. These risks include, but are not limited to, dangers of animals, walking safari, mountain climbing, mountain biking, hot air balloon rides, speed boats, white water canoeing/kayaking, inaccessibility to medical attention and difficulty in evacuation from remote locations in the case of medical emergency. The client assumes all such risks with regards to these possibilities.

Force Majeure

- 13.1 During the course of a tour, weather, road conditions, mechanical breakdowns and incidents beyond the control of Halisi Africa Tours can influence the performance of a tour. In the unforeseen event of any of these aforementioned events occurring Halisi Africa Tours shall provide the use of the vehicle and crew services. Further, Halisi Africa Tours provides each client, whilst on a safari tour or mountain climbing in mainland Tanzania, with emergency evacuation cover through a private ambulance services provider – whereby a client would be airlifted to the most appropriate medical facility and will be covered for this immediate attention – such emergency evacuation does not cover tour activities while in Zanzibar. Medical expenses, personal expenses, meals, alternative accommodation and all other resulting costs, including the cost of flying home, are to be borne by the client. It is essential that the client obtains travel insurance.

Liability

- 14.1 For the purposes of this clause, the definition of Halisi Africa Tours shall include all members, employees, agents, sub-contractors and suppliers of Halisi Africa Tours.
- a) Halisi Africa Tours shall have no liability whatsoever for any loss, including financial loss, arising from loss of and/or damage to any property of any client, nor for loss of any nature, including financial loss, arising from the death or injury of any client, howsoever any such loss, financial loss, damage, injury or death shall arise, including negligence of any degree on the part of Halisi Africa Tours. The client hereby indemnifies Halisi Africa Tours against all claims of whatever nature brought against Halisi Africa Tours by the client, the client's estate, or family of the client, including dependants, in respect of any personal injury, death, damage, or loss, including financial loss, of any nature howsoever caused, including negligence of any degree.
 - b) Notwithstanding the above, in the event of there being a claim in law against Halisi Africa Tours, such claim shall be limited to the tour price per client and per tour.

