

Terms & Conditions

These Booking Terms & Conditions comprise the contract between you and Mobila Safaris. When you sign the Booking Form, or when you make a booking online, you are agreeing to be bound by the booking terms and conditions.

Group Booking

If booking for a group, one person should make the booking on behalf of everyone who is going on the tour. The person must be at least 18 years of age when they book the tour. This person must have the agreement of everyone who is going on the tour to make the booking with us and will be responsible for making sure all payments due for the tour are paid in full and at the right time. The person making the booking must fill out our online form or fill out and sign our physical booking form; by doing any of the aforementioned (filling out the online form or filling out and signing the physical booking form) you agree to bind yourself and the group to these booking terms and conditions. You must fill in the booking form with the name of every person going on the tour.

We will confirm the tour when you submit the booking form with the deposit or full payment if we are able.

Individual Booking

If booking for yourself, you must fill out our online form or fill out and sign our physical booking form; by doing any of the aforementioned (filling out the online form or filling out and signing the physical booking form) you agree to bind yourself to these booking terms and conditions.

When the booking form is submitted with the deposit or full payment we will confirm the tour, provided we are able to do so.

Payment & Confirmation of Booking

Your holiday will be confirmed when we issue a Booking confirmation. As soon as we do so, there will be a binding legal agreement between us. The Booking confirmation will be sent to the person who makes the booking. Please check your Booking confirmation and all other documents thoroughly as soon as you receive them, you must advise us without delay, if any details appears to be incorrect; any incorrect detail, must be corrected as soon as possible because it may not be possible to make amendments at a later date.

To confirm your booking you are expected to pay a deposit of 30% of the total trip cost; the deposit is due within 14 days of making the booking and there shall be no binding contract until the deposit has been paid. The remaining balance (the remaining 70%) is due 10 days prior to the first day of service provision or paid in cash on your arrival. If we do not receive the remaining balance by the due date, the booking shall be canceled automatically. Only 20% of the initial 30% deposit is refundable as a second option after postponement of the booking to another time is not an option.

Prices

The tour prices quoted are valid for the dates specified only. Mobila Safaris reserves the right to adjust the tour price at any time for any unexpected park fee and park fee-related tax increases or changes in statutory government fees. Furthermore, until full payment has been received, the client will at all times be liable for any increases with regards to hotel rates, airport taxes, and fuel surcharges or exchange rate increases. Tour prices are based on the total package and include only items specifically specified in the booking document and itinerary sent to the client.

Items Not Included in Your Tour Price

The following items are not included in your basic tour price:

- Expenses for optional activities
- Expenses for personal spending e.g souvenir purchases, etc
- Drinks (Alcoholic and soft drinks)
- Visa fees
- Tips or gratuities
- Optional beach holidays or Kilimanjaro Climbs
- Travel insurance

Cancellations by the Client & Transfer of Tour

Should the client be unable to make the trip, it is possible to transfer payments and deposits to a new trip; the new trip must take place within one year of the original trip date. Mobila Safaris reserves the right to reject trip transfers. If you request to transfer the trip to a new date that is within 60 days of the original date, a fee of \$100 per person will be charged; if you request to transfer the trip to a date that is within 30 days of the original date, a fee of \$200 will be charged per person. No trip transfers will be granted if the new trip date is within 30 days of the original date.

If the client leaves the trip under for any reason, after the trip has begun there will be no refunds; in fact, any additional costs incurred due to such action are the sole responsibility of the client. We do not refund for unutilized services.

Any cancellation must be in writing by email; cancellation charges shall apply as follows:

- 50% of total cost if canceled 60-30 days prior to the first day of service provision
- 20% of total cost if canceled 60 or more days prior to the first day of service provision
- If canceled 30 or less days prior to the first day of service provision, there are no refunds.

Cancellation by Mobila Safaris

In circumstances beyond Mobila Safaris control such as war, terrorism, hostilities, riots or political unrest (or the threat of any of these), industrial disputes, natural disasters, adverse weather conditions or the withdrawal of (or significant interference with) travel or accommodation

facilities, it may be necessary for Mobila Safaris to cancel the client's booking. In such circumstances, Mobila Safaris will notify the client of the cancellation as soon as practicable. Mobila Safaris will then offer the client a similar tour in the future, but if that is not acceptable to the client, Mobila Safaris will refund all or part of the monies paid by the Client.

Delays

Mobila Safaris shall not be liable for any claims or if any additional expenses incurred through delays, accidents, or disruption of planned itineraries beyond the control (e.g. flight delays, wars, strikes, weather, act of God, etc), and such expenses (e.g. hotels, meals, telephone calls, flight tickets etc.) are to be borne by the client.

Insurance

You are strongly advised to take out adequate insurance against all risks for an adequate sum. Mobila Safaris does not undertake to provide medical care (except to call in the flying doctors transfer service), and the Company does not accept liability for any inadequate care provided. The client must take out adequate insurance, including death, medical and evacuation insurance, to cover any loss or damages.

Tour Leader Responsibility

The tour leader who completes the booking form for and on behalf of a group will be responsible for passing on, all information, schedule changes or any other information to the group. If the group leader does not accept this responsibility, every member is required to complete and sign the booking form with his/her relevant contact details.

Unscheduled Extensions

In the unlikely event of there being an unscheduled extension to the tour, it is understood that expenses relating to those unscheduled extensions will be borne by the client.

Medical Conditions

Clients are responsible for assessing their own suitability and capability to participate a tour with us. All clients should consult their physician regarding their fitness for taking part in the booked tour. Mobila Safaris recommends all clients to seek their physician's advice regarding necessary or advisable vaccinations, medical precautions, or other medical concerns regarding the entirety of the client's travel with Mobila Safaris. Mobila Safaris does not provide medical advice.

Force Majeure

Mobila Safaris cannot accept any liability or pay any compensation in respect to delays or lack of performance affected by 'force majeure'. Force Majeure means any event which Mobila Safaris has no control over and even in circumstances where all due care was taken the event could not have been avoided or foreseen. This includes events such as war, or threat of war, riot, civil strife,

terrorist activity, industrial dispute, natural disaster, adverse weather conditions, fire and all similar events outside the Company's control.

Marketing

Mobila Safaris 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 Mobila Safaris to retain copyright for these photographs and such material.

Disputes

If you have any cause of complaints while traveling, you must immediately bring it to the attention of Mobila Safaris. The client agrees to inform the head guide or other designated Mobila Safaris representative at the earliest opportunity. Mobila Safaris assumes no liability for complaints that are not properly brought to the attention of Mobila Safaris with sufficient notice for Mobila Safaris to resolve or attempt to resolve any client complaints. Any complaint made after the completion of a tour must be received in writing by Mobila Safaris within 30 days of the end of the tour in question.

Governing Law

These booking terms and conditions will be governed by and constructed in accordance with the law of Tanzania. Accordingly, each party irrevocably submits to the jurisdiction of the Tanzania courts to settle any dispute or matter arising under this contract.

Regards