

Terms & Conditions Afroriginal Tours & Safaris Ltd.

What do we do? Our role at Afroriginal Tours & Safaris Ltd. (hereafter 'Afroriginal') is to design tours and itineraries to fit the requirements of our customers. The nature of our business is wholesale and retail holiday company specialist for safari and adventure tours to Tanzania, mountain climbs and beach holidays to the Indian Ocean. In doing so, we may use independent suppliers for the provision of selected services. However we accept responsibility for the proper performance of your contract with us subject to the following booking conditions.

Booking with Afroriginal To make your booking with Afroriginal please make sure you have the correct names of all the clients and for tours and safari's, we will require the clients full name, nationality, full address and flight arrival details. We will hold your booking for 7 days from the time we have confirmed a tour, before the cancellation rules apply. If you need longer time please let us know. If a tour or hotel is fully booked we will try to offer you a similar option.

Prices All the prices are USD based on costs at the time of publication. We reserve the right to change the prices at any time before your booking is confirmed. If there are any changes we will confirm to you in writing together with your confirmation of your booking.

Payments Afroriginal requires a deposit of 40%, must be paid at latest 8 days after our confirmation of your booking to secure reservations. The remaining amount must be paid latest 60 days before commencement of our tours and safari's (Cash can be paid one day before the tour starts). The payment can be paid by direct bank transfer (Barclays Bank Tanzania LTD, Account: Afroriginal Tours & Safaris Ltd, account number 002 600 3857 Arusha Tanzania), Cash (USD / Euro's only) on arrival, PayPal, desiree.deridder@gmail.com. (surcharge of 3% apply) If payments have not been received in time, we reserve the right to cancel your booking.

Cancellation.

Afroriginal cancellation policies & fees:

- More than 90 days a fee off \$ 200,-
- 89 to 40 days before the safari or tour begins 30% off total price
- 39 days to 10 days before the safari or tour starts 45 % off total price,
- 9 days or less 100 % of total costs or No Show.

In any case all cancellation will apply with \$ 50,- per person administration charges. In some cases more strict cancellation rules apply, and in some cases like bookings of hotels and transfers, we will be able to refund you more depending on our direct costs involved. Cancellations Claim must be made in writing. In the unlikely event that if we have to cancel a tour for any reason, we, if possible, will try and offer the choice of an alternative arrangement, or you will receive a full refund. We will do our utmost to inform you about any cancellations earliest possible and latest 10 days before commencement of our Tours and Safari's.

Changes We reserve the right to make changes to our brochure and Web site details and arrangements both before and after the booking has been made and confirm. Most changes will be minor, but if we have to do significant changes you will be notified at the earliest possible opportunity. If the government increases the price for: Park fees, Camping fees, Cabin fees, Rescue fees etc. at any given time, Afroriginal will have to recharge you, even if you have already fully or partly paid for your Safari / Mountain climb / Daytrip / Beach holiday.

Force Majeure Force Majeure means those circumstances where the performance of our contract with you is prevented or affected by reasons of war, threat of war, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, government actions and all similar events beyond our control. In these circumstances, we shall not be liable for any compensation or otherwise responsible for any expenses or losses the client might incur. If we are forced to cancel, delay, curtail or change the arrangements in any way, or where performance or prompt performance of our contractual obligations is prevented or affected.

Liability. Each package requires the organisation of transport, meals, entrance fees, accommodation and/or other facilities or services. Afroriginal has no direct day to day control over its suppliers lodges, Camps, Beach Resort. Accordingly Afroriginal accepts no responsibility for any kind of loss, injury, damage, death, accident, delay, irregularity and/or inconvenience which may be occasioned by any defect in any object including a vehicle or local internal charter flight utilised by any supplier for the supply of any service or by an act or omission of any supplier or its servants or agents. Afroriginal shall not be liable for any loss or expense arising from the loss of property, cancellation or limitation of the tour however caused, save only to the extent that such loss of baggage, cancellation or limitation was caused by the Afroriginal negligence. In case of a vehicle breakdown, sickness or accident interrupts a tour, Afroriginal shall not be liable for any cost or expense arising there from, save only to the extent that such Vehicle breakdown, sickness or accident was caused by Afroriginal- willful act or gross negligence. shall not be liable for any refund, either total or partial, of passage money paid. Afroriginal recommends that the client advise passengers to take out necessary Travel insurance to protect the passengers against such event's. If you wish to make any claims we need to receive customers claim in writing within 21 days after the end of our services under the contract. Where any payment is made, you will assign to Afroriginal or our insurers any right you may have to pursue any third party in relation to the claim and provide us with your full co-operation.

Carriers etc: In respect of Air, Sea and Rail carriers, Overland vehicles, Rent a Car, Camps and hotel owners our liability is in all cases limited as if we were carriers / hoteliers within the appropriate international conventions. Furthermore, all transport is provided subject to the relevant carrier's conditions of carriage, some of which may limit or exclude their liability to you, often in accordance with international conventions.

General: Please note our responsibilities and obligations apply only in respect of those services, which we agree to arrange or provide on your behalf. We cannot accept any liability for any services which you arrange on your own.

Complaints Should any problem occur, please tell both Afroriginal (driver / guide) and the service supplier hotel, lodges, camps etc. in question immediately, as most problems can be solved on the spot. Should you remain dissatisfied, please write to us setting out the complaint in detail within 21 days of the end of our services under the contract. We cannot accept responsibility for any complaints, which are not notified entirely in accordance with this clause. Should any legal dispute arise it must be settled in Arusha - Tanzania.