



## TERMS AND CONDITIONS DIRECT CLIENT

*(Please read carefully)*

### **General Terms and Conditions of Safaris by Z Ltd**

#### **I. General Terms and Conditions of Travel**

1. These Terms and Conditions apply exclusively to Safaris by Z Ltd. (hereafter referred to as "Tour Operator"). Any conditions of the Traveler (hereafter referred to as "Customer"), that are contrary to or deviating from these Terms and Conditions will not be recognized, unless the Tour Operator has agreed expressly to their validity in writing.

These Terms and Conditions of the Tour Operator shall also apply if the Tour Operator continues to carry out the service without reservation in knowledge of the conflicting terms or a deviation from the terms of the Customer.

2. The Tour Operator has the right, with permission from the Customer, to change these Terms and Conditions, providing that the changes in terms are reasonable for the Customer. The alterations shall be deemed to have been approved if the Customer does not object to the alterations within six weeks of receiving the notification of change.

#### **II. APPLICATION AND tour confirmation, PAYMENT**

1. The Customer will receive a customized tour offer from the Tour Operator in English (contractual Language), when registering for a tour, the Customer offers to conclude a tour agreement with the Tour Operator orally, by telephone, in writing, by telefax, mail or electronically on the basis of the customized tour offer and these Terms and Conditions. The tour agreement will come into being by the acceptance of the Tour Operator, of which the Customer will be informed by the tour confirmation.

2. After the receipt of the tour confirmation, a down payment of **50 percent of the tour price** shall be due and payable which will be offset against the complete tour price. The remainder of the tour price (in terms of shortly booked journeys: the complete tour price) shall be due and payable **30 days before the tour commences**. The Customer pays any booked tour by wire transfer or regular bank telegraphic transfer, of which the Tour Operator will inform the Customer about their payment options. Any bank transfer fees will be met by the client.

#### **III. SERVICES PROVIDED; CHANGE OF TRAVEL SERVICES**

Corridor Spring Hotel, Ingira Road, Arusha, Tanzania  
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1. All services implied by the tour agreement can be taken from the list of services contained in the tour description in relation to the information of the individual tour confirmation.

2. If alterations to basic tour operator services becomes necessary after the agreement has been concluded and which were not caused by the Tour Operator contrary to good faith (for example hotel reservations or car rentals), said alterations will only be permitted if they are of the same or better value and do not impair the overall nature of the booked tour.

#### **IV. CANCELLATION BY CUSTOMER**

1. The Customer may cancel the tour agreement at any time before the tour begins. The determining moment will be the receipt of the cancellation by the Tour Operator. It is recommended to notify a cancellation in writing.

2. If the Customer cancels the tour agreement, the Tour Operator is entitled to require appropriate compensation for all travel services provided and any expenses accrued whose amount is in line with the value of the tour price. The Customer is advised to take out travel cancellation insurance. The Tour Operator may charge the compensation as a lump sum in proportion to the booking price, adjusted according to the Customer's time of cancellation:

- more than 30 days prior to commencement of tour 25 % of the price
- more than 15 days prior to commencement of tour 50 % of the price
- less than 15 days prior to the commencement of tour 100% of the price.

The Customer is free to prove that damage has not been caused at all or is considerably lower than the value calculated as a lump sum.

The Tour Operator reserves the right to charge a higher, individually calculated compensation instead of the standard cancellation fee and shall numeralize and prove in this case the compensation requested by considering any expenses saved and any other possible use of the travel services.

#### **V. TERMINATION OF AGREEMENT DUE TO FORCE MAJEURE**

1. If the tour is rendered considerably more difficult, and/or is threatened or impaired by force majeure (Acts of God) that is unforeseeable at the time of conclusion of the tour agreement, both the Tour Operator and the Customer may cancel the agreement. The Tour Operator may request appropriate compensation for those Tour Operator services provided or those yet to be provided.

2. The Tour Operator is obliged to take the necessary steps, in particular, if the tour agreement implies return transport, in order to transport the Customer back home. Any additional costs for return transport have to be paid by the Tour Operator and the Customer in the amount of half each. However, any other additional costs will be borne by the Customer.



## **VI. OBLIGATIONS ON THE PART OF THE CUSTOMER; REMEDIES; SETTING OF DEADLINES BEFORE CANCELLING BY CUSTOMER**

1. The Customer is required to notify the local tour representative or the Tour Operator himself and request remedies from the respective person. Therefore the Tour Operator has provided the Customer with the aforementioned emergency telephone number, found with the Tour Operator contact information in this document. The Tour Operator may decline such remedy if this requires disproportionate expense. It may provide remedies in the form of a substitute service of a similar or a higher value.

2. If a tour is considerably affected as the result of a deficiency and if the Tour Operator fails to provide a remedy within a reasonable time period to be set forth by the Customer, the Customer may cancel the trip agreement. The Customer is not required to set a deadline if remedies are impossible or if refused by the Tour Operator or if immediate cancellation of the agreement is justified by special interests on the part of the Customer.

## **VII. LIABILITY OF THE Tour Operator; LIMITATION OF LIABILITY**

The contractual liability of the Tour Operator for any damage not being physical injury is limited to two times the tour price per tour and per Customer provided the Customer's damage was caused neither with willful intent nor by gross negligence or in the case that the Tour Operator is solely responsible for injury to the Customer due to the fault of a subcontractor. The Tour Operator's liability for all damage claims for property damage based on tortious liability not due to willful intent or gross negligence is limited to two times the tour price per Customer and per tour. The aforementioned liability restrictions do not apply to any claims in connection with travel luggage pursuant to the Montreal Convention. The Tour Operator recommends that the Customer purchase travel insurance for their tour.

## **VIII. OBLIGATION TO COOPERATE ON THE PART OF THE CUSTOMER**

In the event that Tour Operator services should be disrupted, the Customer is obliged within the provisions of law concerning the mitigation of damages to avoid any possible damage or to keep it as low as possible.

## **IX. PERIODS OF NOTIFICATION; EXCLUSION OF CLAIMS; EXPIRY; PROHIBITION OF ASSIGNMENT**

1. All claims for contractual remedies and damages have to be notified by the Customer within one month following the contractual end of the tour under the Tour Operator's official address which has been given to the Customer with the individual tour confirmation. After the expiry of the one-month time period the Customer can submit a claim only if he was prevented from asserting it without any fault.



2. Notwithstanding the aforementioned time period, claims for the damage, the delay or the loss of travel luggage related to flights are to be notified in order to claim damages pursuant to international treaties within seven days in case of the loss of luggage and within 21 days in case of the delay of luggage after its handing over. Similarly, the loss of, the damage or the misdirection of travel luggage is not be notified to the local travel guide or the Tour Operator, if contractual remedies are to be claimed.

3. Contractual claims by Customers arising from the tour agreement will expire in one year in the case of property or financial damage, if the Customer's damage has neither been caused by the breach of a duty of care by the Tour Operator himself by gross negligence nor by the breach of a duty of care performed by its agent or its legal representative with willful intent or by gross negligence. The expiry period will begin on the day following the contractual end of the tour. Claims arising from unlawful acts and all claims for compensation for physical injury will be subject to the statutory expiry period.

4. The assignment of claims against the Tour Operator to third persons is prohibited. This shall not apply to any assignments among family members.

#### **X. DATA PROTECTION**

The personal information provided by the Customer to the Tour Operator will be processed and used electronically if they are required for establishing, carrying out or finishing the tour agreement and for purposes of Customer care. The Customer's data shall not be transmitted to any unauthorized third persons.

#### **XI. MISCELLANEOUS**

If individual provisions of these Terms and Conditions are legally invalid, this will not render the entire tour agreement ineffective.