
Terms and Conditions

Sub Saharan Expeditions

Effective Date: 23rd December 2025

Last Updated: 23rd December 2025

These Terms and Conditions (“Terms”) govern all reservations, bookings, and travel arrangements made with **Sub Saharan Expeditions** (hereinafter referred to as “the Company,” “we,” “us,” or “our”). By making a booking with the Company, the client acknowledges that they have read, understood, and accepted these Terms as legally binding.

1. Scope and Acceptance of Contract

These Terms apply to the contractual relationship between the Company and the client, or where applicable, the group leader acting on behalf of other travelers included in the booking.

A booking shall be deemed accepted by the client upon payment of the required deposit and issuance of written confirmation by the Company. By proceeding with a booking, the client confirms acceptance of these Terms on behalf of themselves and, where relevant, all other persons included in the booking.

2. Booking of a Tour

a) Booking Process

Bookings are generally arranged through direct communication with the Company. Once the proposed itinerary, travel dates, and price have been agreed, the Company shall provide payment instructions. A booking shall only be considered confirmed once the required deposit has been received and written confirmation has been issued by the Company.

Following confirmation, the client may be required to complete a booking or travel information form, including but not limited to arrival details, dietary requirements, special requests, and other travel-related information. Only information and requests submitted through such formal documentation shall be considered contractually binding. Informal requests or statements made before completion of the relevant form shall not form part of the contract unless expressly confirmed in writing by the Company.

The Company reserves the right, in its sole discretion, to decline any booking prior to written confirmation, without obligation to provide a reason.

b) Price Guarantee

Upon receipt of the required deposit, the quoted price shall be guaranteed, subject to the following exceptions:

- For long-range bookings made more than twelve (12) months in advance, any estimated surcharge may be revised, provided that the final surcharge shall not exceed twice the original estimate.
 - Government-imposed taxes, levies, fees, or charges, including but not limited to national park fees, are subject to change and shall be borne by the client.
 - Fuel surcharges may be applied in the event of a substantial increase in fuel prices.
 - In the event of a significant or obvious pricing error, the Company reserves the right to correct the error or cancel the booking.
 - Any material exchange rate fluctuation resulting in increased operating costs may be passed on to the client.
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3. Payment Terms

a) Deposit and Balance

The applicable deposit shall depend on the nature of the booked travel arrangement:

- **Camping Safaris:** 10% deposit
- **Lodge Safaris:** 30% deposit
- **Tailor-Made Tours:** 10% to 70% deposit, depending on the specific package

Unless otherwise agreed in writing, the remaining balance shall be due upon arrival. Cash payment is preferred. The Company may also accept payment by bank transfer, credit card, or online payment platforms, including PesaPal. All payments must be made only to the Company's official Tanzanian business accounts.

b) Group Bookings

For group bookings, individual participants may, with prior agreement, make separate payments. However, the group leader shall remain the principal contact person and shall bear ultimate responsibility for all booking communications and overall financial coordination relating to the booking.

c) Proof of Payment and Charges

The client shall provide proof of payment following each transfer or deposit. Any bank charges, card processing fees, online payment charges, or related transaction costs shall be borne exclusively by the client.

d) Currency

Quotations may be issued in **USD, EUR, or TZS**. The Company prefers cash payment in **USD**, though **EUR** may also be accepted. Bank transfers may be made in any of these currencies to the Company's Tanzanian account, subject to applicable banking procedures and exchange rates.

4. Amendments to the Travel Programme

a) Changes Made by the Company

The Company reserves the right to make changes to the itinerary or travel programme where reasonably necessary due to circumstances including, but not limited to:

- flight delays or transport disruption
- weather conditions
- strikes, civil unrest, or political events
- supplier or operational issues
- unavailability of accommodation or other services

Any additional costs arising from such changes, including but not limited to rebooking charges, meals, transport, or accommodation, shall be borne by the client. The Company strongly advises all clients to obtain comprehensive travel insurance.

The following shall be regarded as minor changes and shall not entitle the client to cancel without applicable charges:

- substitution of up to two lodges or accommodations with alternatives of a similar standard
- amendment to the order of destinations or routing
- adjustment to the number of nights spent at a particular property, provided the total trip length remains materially the same
- substitution of transport providers

Where a change results in a lower price, the difference shall be refunded to the client. Where a change results in a higher price, the Company shall first obtain the client's approval before charging any additional amount. If such approval is not granted, the Company shall absorb the additional cost.

If a booking error exists that the group leader ought reasonably to have identified, such error shall be deemed accepted. If the error was not reasonably apparent, the Company reserves the right to correct the error or decline the booking.

In the event of a double booking, room allocation problem, or similar supplier error preventing a confirmed stay or service from being provided as originally booked, the Company's liability shall be limited to the amount paid for the affected portion of the travel arrangement.

b) Changes Requested by the Client

Any amendment requested by the client after confirmation of the booking, particularly one affecting the itinerary, may be subject to an administrative fee. Additions such as extra participants or optional activities shall generally not incur an administration fee unless they generate additional costs.

Cancellation of any individual element of a confirmed booking shall be treated as a partial cancellation and shall be governed by the applicable cancellation provisions set out in these Terms.

5. Cancellation

a) Cancellation by the Client

If the client cancels the booking:

- **Less than 10 days before departure:** no refund shall be payable.
- **More than 10 days before departure:** a refund may be possible, except in respect of lodge or accommodation costs, which shall be subject to the cancellation terms imposed by the relevant accommodation provider.

All bank charges, transfer fees, and transaction costs shall be deducted from any refund.

Exceptions

In the case of a genuine and verifiable emergency, the Company may, at its sole discretion, grant a refund in whole or in part.

No refund shall be given for missed tour components, unused services, or voluntary non-participation after departure. However, where operationally possible, the Company may permit rebooking to another date or transfer of the booking to another person.

During low season periods, the Company may offer a credit note in place of a refund for the deposit paid.

b) Cancellation by the Company

If a supplier fails to provide agreed services, including but not limited to overbooking, regulatory restrictions, or supplier default, the Company shall use reasonable efforts to arrange suitable alternatives or consult with the client regarding available options.

Where the trip must be cancelled due to force majeure or circumstances beyond the Company's reasonable control, including but not limited to terrorism, natural disasters, government restrictions, or serious security events, the Company shall refund all payments received for land arrangements booked directly through the Company. No additional compensation or claim shall arise.

The Company shall not be liable for indirect or consequential losses, including but not limited to visa expenses, vaccination costs, travel preparation costs, or non-refundable international flights.

6. Travel Insurance

The Company requires all clients to obtain comprehensive travel insurance at the time of booking. Such insurance should include, at a minimum, cover for:

- cancellation and curtailment
- emergency medical treatment and hospitalization
- emergency evacuation and repatriation
- loss, theft, or damage to luggage and valuables
- death-related expenses
- adventure or high-risk activities, including but not limited to scuba diving, horse riding, and water sports

The client acknowledges that many standard insurance policies exclude adventure-related activities and remote-area travel. It is the client's sole responsibility to ensure that their insurance cover is adequate and valid for the full duration and nature of the trip.

7. Fitness, Medical Disclosure, and Conduct

The client warrants that all participants are medically fit and capable of undertaking the booked travel arrangements.

The client must disclose in advance any medical condition, disability, reduced mobility, or other circumstance that may affect participation in the trip. If, in the reasonable opinion of the Company or any service provider, a participant is unfit to travel or to participate safely in the booked arrangements, the Company reserves the right to refuse participation without refund.

The Company further reserves the right to remove or exclude any participant, without refund, whose conduct:

- endangers themselves or others
- causes significant disruption to the trip
- constitutes illegal, abusive, or seriously inappropriate behaviour

In cases of exclusion due to unfitness, non-disclosure, or misconduct, the Company's obligations toward the affected participant shall cease immediately. Full cancellation charges shall remain payable, and the Company shall bear no liability for any resulting loss, damage, injury, delay, or expense.

8. Complaints and Issues During Travel

If the client experiences any problem, dissatisfaction, or complaint during the trip, the matter must be reported immediately to the Company, the guide, or the relevant local representative so that the Company is given a reasonable opportunity to investigate and, where possible, resolve the issue.

Complaints raised only after the conclusion of the trip may be rejected if the client failed to notify the Company during travel and thereby deprived the Company of the opportunity to address the matter in real time.

The client is advised to retain all relevant supporting evidence, including photographs, receipts, written confirmations, and statements from persons involved.

9. Liability and Limitation of Responsibility

a) General Limitation

To the fullest extent permitted by law, the Company, including its employees, guides, agents, local partners, and subcontractors, shall not be liable for any injury, illness, death, loss, damage, delay, inconvenience, or expense arising out of or in connection with:

- travel delays, missed connections, or schedule changes
- overbookings or accommodation unavailability
- acts, omissions, errors, or negligence of third-party providers
- attacks or incidents involving wild or domestic animals
- epidemics, contagious disease outbreaks, or public health risks
- inadequate or unavailable medical treatment or evacuation services
- natural disasters, severe weather, strikes, or civil disturbance
- terrorism, war, quarantine, acts of government, or force majeure events
- theft, fraud, crime, or loss caused by third parties
- lost, delayed, or damaged baggage or personal property

This limitation shall apply whether or not the relevant event results from the actions or omissions of an independent third party, whether negligent or otherwise.

b) Additional Exclusions

The Company shall also bear no responsibility for:

- incidents occurring in public places such as markets, airports, roads, or transport terminals
 - loss, injury, or damage caused by persons or entities not contracted by the Company
 - third-party services or expenses outside the scope of the Company's confirmed booking contract, including hotel extras or independently arranged excursions
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10. Governing Standards and Regional Conditions

All services provided by the Company are subject to the laws and regulations of the **United Republic of Tanzania**, notwithstanding any differences between such laws, standards, or practices and those of the client's home country.

The client expressly acknowledges that local travel conditions and service standards may differ from those in Europe, North America, or other regions. Without limitation:

- child car seats may not be legally required or readily available
- hygiene, safety, and infrastructure standards may differ from those expected elsewhere
- roads, transport conditions, and travel times may be less predictable or less developed

Such differences shall not constitute a defect, breach, or failure of performance and shall not entitle the client to any refund, compensation, or complaint.

11. Wildlife Sightings

The client acknowledges that safaris and wildlife experiences take place in open and uncontrolled natural environments. Wildlife sightings are influenced by numerous factors beyond the Company's control, including but not limited to weather, season, vegetation, water availability, and animal movement patterns.

Although the Company and its guides shall use reasonable efforts to maximize wildlife viewing opportunities, no guarantee is made regarding the sighting of any particular animal or species, including rare or elusive species such as leopards or rhinos.

Failure to observe any specific wildlife shall not constitute a breach of contract and shall not entitle the client to any refund, compensation, or price reduction.

12. Optional Activities Provided by Third Parties

Any optional activity not directly operated by the Company, including but not limited to hot air balloon rides, village visits, cultural excursions, or similar services, shall be deemed to be provided by an independent third party.

Such activities shall not form part of the client's contract with the Company, even where the Company assists in arranging or facilitating the booking, unless expressly stated otherwise in writing.

All such activities shall be subject exclusively to the terms and conditions of the relevant third-party provider. The Company shall not be liable for the performance, cancellation, safety, quality, or consequences of such activities.

If participation in any optional activity is material to the client's decision to travel, the client must notify the Company prior to booking.

13. Transfers and Last-Minute Bookings

If any transfer, domestic flight, boat service, or similar transport arrangement is delayed, altered, or cancelled, the Company shall use reasonable efforts to adjust the itinerary where operationally feasible. However, the Company shall not be liable for any direct or indirect losses resulting from such disruption.

The client is responsible for independently confirming departure times, check-in requirements, and meeting points with the relevant transport provider where applicable.

Any booking made fewer than seven (7) days before travel shall be deemed accepted at the client's own risk due to the increased likelihood of logistical limitations, short-notice changes, or reduced availability.

14. Accuracy of Information and Room Requests

The Company shall not be liable for any loss, delay, inconvenience, or additional expense arising from incorrect, incomplete, or omitted information supplied by the client during the planning or booking process.

The Company shall use reasonable efforts to communicate special room or accommodation requests, including but not limited to views, room layout, bedding configuration, or location preferences. However, no such request shall be guaranteed unless expressly confirmed in writing.

In the event of a room allocation issue, double booking, or similar accommodation error, the Company's liability shall be limited to the amount paid for the affected portion of the booking.

15. Terms of Third-Party Suppliers

Many travel services included in the client's itinerary, including transport, accommodation, and excursions, are supplied by independent third-party providers.

The client acknowledges that such providers may impose their own terms and conditions, which may:

- form part of the client's contractual relationship with that provider
- limit or exclude the provider's liability

- refer to applicable international conventions, statutes, or operating rules

Copies of such third-party terms may be provided by the Company upon request where available.

16. Client Protection

a) Financial Security

All booked services are prepaid as necessary for the operation of the trip. The Company intends that confirmed bookings remain valid even in the event of insolvency affecting the Company's operations. Company profits are held separately until after the client's return.

b) Travel Insurance

The Company strongly recommends that clients secure travel insurance immediately upon booking. Such insurance should, at minimum, cover illness, accident, trip interruption, and luggage loss. Responsibility for selecting, obtaining, and maintaining adequate insurance rests solely with the client.

c) AMREF Flying Doctors

For travel within East Africa, the Company recommends membership with **AMREF Flying Doctors** or a comparable medical evacuation service. Such service may assist with emergency evacuation in remote areas but does not replace comprehensive travel insurance.

17. Governing Law and Jurisdiction

These Terms, the booking contract, and any dispute, claim, or matter arising out of or in connection with the services provided by the Company shall be governed exclusively by the laws of the **United Republic of Tanzania**.

The courts of Tanzania shall have exclusive jurisdiction over any dispute or claim arising under or in connection with these Terms or the booking contract.

18. Fraudulent or Misleading Inquiries

Any inquiry, request, or booking made under false pretences, or for deceptive, competitive, or improper purposes, including by competitors, suppliers, or affiliated persons, may be treated by the Company as fraudulent conduct.

The Company reserves the right to pursue all available legal remedies and claim damages for losses arising from such conduct, including but not limited to:

- wasted administrative time and resources
 - misuse of confidential or commercially sensitive information
 - unfair competitive advantage obtained through deception
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19. Definitions

“Company”

“Company” means **Sub Saharan Expeditions**.

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“Group Leader”

“Group Leader” means the first person named on the booking documents and shall be deemed the principal contact for the booking. The group leader shall be responsible for:

- supplying relevant information in a timely manner
- handling or coordinating payments
- accepting responsibility for applicable cancellation charges
- communicating booking-related information to the other travelers in the group

“Contract”

“Contract” means the binding agreement between the Company and the client or, where applicable, the group leader, in relation to the booking. References in these Terms to the “booking,” “reservation,” or “trip” shall be interpreted accordingly where the context permits.

Final Note

These Terms and Conditions shall take effect on **23rd December 2025** and shall replace any previous versions used by **Sub Saharan Expeditions**.