

DAHLIA AFRICA BOOKING TERMS & CONDITIONS

1. Contract

Your contract is with Dahlia Africa (hereinafter called "TO", "we", "us" or "Dahlia tours&safari"). We draw your attention to the following terms and conditions, which cover all brochures, correspondence and all bookings made with us. Any contract with TO be subject to these terms and conditions from which no person has the authority to depart. Before making a booking with us you must ensure that you have read and understood these booking terms & conditions (raising any queries you may have with us). By asking us to confirm your booking you are liable to be regarded as having had the opportunity to do so and to have actually done so before the contract between us comes into existence.

1.1 Booking Procedure

TO, will create a tailor made holiday to suit your personal needs and inquiry(s). A binding contract comes into existence between us when:

- (a) We receive a deposit of 20% of the quote price, or
- (b) When we receive full payment of the holiday when the booking is made less than 4 weeks before your departure date.

No contract will exist between the parties until such deposits have been received. We require full payment to be made for your holiday 4 weeks prior to the departure date. If full payment is not received 4 weeks prior to the departure date, we reserve the right to cancel your holiday and apply the cancellation charges set out in paragraph (5) Cancellation will be without penalty to us and we will have no further liability to you. If however, you have already provided us with your credit or debit card details whether this was to make a payment on account or not, and you do not specifically notify us in writing to the contrary prior to the date upon which any balance becomes payable by you, you agree that we may use such credit or debit card details to obtain payment of any balance due by you under this agreement.

The lead booking name is liable for making full payment for all persons in the booking party and all those in the booking party agree to be bound by conditions (including anyone added or substituted at a later stage). It is the responsibility of the lead booking name responsible for making the booking to ensure all in their party are aware of and have read these terms and conditions. If you accept our quote in respect of your holiday you must make a deposit of 20% of the total price of the quote when you confirm your trip with us in writing. A delay in acceptance of the quote may result in a variation of the holiday price. Where the proposed departure date is within 4 weeks of the quote being given we require full payment at the time of your written acceptance of the quote.

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All transfer charges are to be settled by the client or agent respectively. This includes transaction fees charged by our bank. The amount shown on the invoice is the amount that needs to reflect in our account and should bank charges have been deducted, we would have to invoice you subsequently.

2. Medical conditions and disabilities

If you or any member of your party have any medical problem or disability which may affect your holiday, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline the booking or, if full details are not given at the time of booking, cancel when we become aware of these details.

3. Documentation

Please carefully read your confirmation invoice, tickets and all other documentation we send you as soon as you receive them. Contact us immediately if any information appears to be incorrect as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracy in any documentation within 7 days of our sending it out. You will be responsible for any costs and expenses involved in rectifying any inaccuracies except where we made the mistake.

4. Payment Terms

Tour packages are confirmed upon receipt of 20% deposit of the total cost of the package. Balance payable in full 30 days prior to arrival. Full payment is required if less than 30 days.

5. Cancellation by you

Cancellation of a holiday must be made in writing and is effective from the date we receive the written notification. In all cases of cancellation the deposit and any amendment charges will be forfeited. Cancellation charges are expressed at a percentage of quoted prices as follows –

Period before departure & receiving your written cancellation	Cancellation charge
More than 90 days	0%
89 and 31 days	20%
30 days to 3 days	50%
Within 48 hours	100%

If the reason for cancellation is covered under the terms of your insurance policy you may be able to reclaim these charges. Notwithstanding the above, if we have issued your domestic airline tickets and you choose at any time to cancel them the cancellation policy of the airline will be applied.

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6. Pricing Itineraries:

The price of your itinerary will be based on known costs at the date of issue of the itinerary. At any time before a full payment of your holiday has been made TO reserves the right to levy a surcharge where costs have changed since the date of issue of the itinerary. TO will absorb amounts up to 2% of the total holiday price and surcharge any amount greater than 2%. Should the surcharge exceed 10% of the total holiday price before 60 days of arrival date you are entitled to cancel the holiday and receive a full refund of all deposit paid. We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any errors of which we are aware and of the then applicable price at the time of booking.

Matters influencing a surcharge would include, but are not limited to, increases in transportation costs e.g. fuel, scheduled air fares and any other airline surcharges, taxes or fees payable for services such as landing taxes, or embarkation or disembarkation fees at ports or airports, or increases in park fees, reserve fees or concession fees.

7. Amendments by you

If you wish to change your itinerary after a deposit has been made we will do our utmost to make the changes required, provided that notification is received in writing. Every change is subject to a fee depending on your amendments.

8. Cancellation by TO

We reserve the right in any circumstances to cancel your holiday for any reason at any time before full payment has been received. We cannot accept liability or pay compensation where the performance or prompt performance of our contractual obligations is prevented or affected by, or you suffer any damage or loss as a result of force majeure. In these booking conditions force majeure means any event which we or the supplier of services in question could not even with all due care foresee or avoid.

Such events are likely to include war, threat of war, civil strife, riot, civil disorder/unrest, industrial dispute, actual or threat of terrorist activity, natural or nuclear disaster, fire, breakout of an epidemic or pandemic disease, technical problems with transport, cancellation or amendment to any scheduled flight, closure, congestion of airports or ports, adverse weather conditions and all similar events outside our control. In the circumstances amounting to force majeure we will not refund any money to you although if we can recover any monies from our suppliers we will refund these to you.

9. Amendments by TO

It is unlikely that we will have to make any changes to your holiday although we reserve the right to make changes at any time. Most of these changes are minor and we will advise you of these in writing at the earliest possible date. When a major change is necessary such as the alteration of your outward or return flights by more than 12 hours or a significant change in the standard of accommodation, provided it does not arise from conditions amounting to force majeure or as a result of an amendment to a

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scheduled airline timetable, you will have the choice of accepting the new arrangements, taking another holiday with us or cancelling your holiday and receiving a full refund of all monies paid.

Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual or unforeseen circumstances beyond our control, the consequences of which we could not have avoided even with all due care. No compensation will be payable and the above mentioned options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel, or if the change is a minor one.

A minor change is a change which, taking into account the information you gives us at the time of booking or which we can reasonably be expected to know as a tour operator; we would not reasonably expect to have a significant effect on your confirmed holiday. No compensation is payable for children aged 3 and under. Please note we cannot accept any liability for any damage, loss, expense or other sums of any description, which:

- (a) On the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you, or
- (b) Did not result from any breach of contract or any other fault by ourselves or our employees, or where we are responsible for them our suppliers. Additionally we cannot accept liability for any sums which relate to any business losses.

10. Carriers

Carriage by air and sea is subject to the terms and conditions of the carriers with whom you are travelling and to international conventions. TO accepts no liability whatsoever for cancellations, strikes, time table changes, diversions, technical issues unrelated to TO, lost or mislaid luggage, rescheduling costs, missed accommodation, or delays which result from any operational decision of the carrier concerned. TO accepts no liability for death, injury or illness that derives from carriage by air or sea.

11. Your Responsibility

You must ensure that your travel documents, passports, visas and vaccination certificates are in order and that you ensure that you have taken the advice of your GP with regard to inoculations. We refer in particular to our pre-departure information sheet. TO will offer general advice but cannot be held responsible if you do not comply with current requirements before your departure. TO does not accept liability for any advice given of a general nature prior to the holiday commencing. You are responsible for a timely check in for all flights and for presenting yourself to take up all pre-booked components of your holiday. No credit or refund will be given to you should you fail to take up any component of your holiday or if you lose any travel documents. TO draws your attention to the fact that there are certain inherent risks involved in all of the holidays to Africa that we supply and these must be accepted by you at your own risk. If you wish to discuss any such risks with us we would be more than happy to provide advice over the telephone or in writing.

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12. Insurance

TO requires clients to purchase travel insurance. The clients ensures to take out adequate insurance, including, death, medical and evacuation insurance, to cover any loss or damages.

13. The law

The above booking terms and conditions together with all correspondence form part of your contract with TO. This contract and any matters arising from it shall be governed by and interpreted in accordance with Tanzania law and the courts of Tanzania shall have exclusive jurisdiction to hear any and all proceedings between us either relating to our contract or arising out of it.

14. Waiver of Claim against Introducer

If you have been referred to us by another part (for example a travel agent) you agree to hold them blameless and waive any and all claims against such party. Any issues you may have must be directed to us and dealt with under the terms of our contract.

15. Problems

If you have a problem during your holiday, please inform the relevant organizer (camp/hotel manager/Safari guide) immediately and he will endeavor to put things right. If your problem cannot be resolved you need to contact the TO office so that we have the opportunity to investigate and rectify the problem.

16. Baggage

At any time, all baggage and personal effects are at the client's responsibility and the Company does not accept any liability for any loss or damage of any personal effects, howsoever arising. * Clients are entitled to one bag of not more than 15 kg (backpack or soft bag – no hardtop suitcase) and a daypack. The Company reserves the right to refuse excess baggage. Please notice that on our trekking tours and on some "bush" flights other baggage regulations may apply.

17. Risk

The company and its owner, director, management staff and employees shall not be held responsible for any injury or death to persons on tour, nor for loss or damage to personal property, however may they be caused. The company draws your attention to the fact that there are certain inherent risks present when on Safari, or when engaging in any strenuous physical activity. It is your sole responsibility to obtain appropriate medical advice as to medication, immunization, and whether or not you are fit enough to undertake the trip, prior to departure. The company shall not be liable for illness, injury or death sustained whilst visiting the properties owned and managed by the company.

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18. Authority on Tour

The decisions of the Company's guide / driver on tour shall at all times be final and binding. * The client must at all times comply with the laws, customs and foreign exchange regulations of all countries visited.

19. Marketing

The Company 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 the Company to retain copyright for these photographs and such material.

20. Price changes

All our prices are based on the current national park fees and taxes. There have been ongoing talks that East African countries will be undergoing changes to tax regulations in 2014. Should the authorities decide on increasing fees and taxes, even though they might currently not be scheduled, we would subsequently have to pass on these increases to you.

21. Access

We cannot be held responsible for road and airstrip conditions, which may make travel impossible at times. Any changes to the initial itinerary are subject to the conditions and rates outlined above, despite any access matters or weather conditions

22. Force Majeure

"Force Majeure " means, in relation to TO, any circumstances beyond the control of TO (including and without limitation, acts of God, explosions, floods, tempests, fires, accidents, war or threat of war, sabotage, insurrection, civil disturbance or requisition, sickness, quarantine, government intervention, weather conditions or other outwards occurrences)

If the TO is affected by force majeure it shall forthwith notify you of the nature and extent thereof. The company shall not be deemed to be in breach of these items and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any force majeure.

If the TO is affected by force majeure it shall be entitled to, and may at its sole and absolute discretion, vary or cancel any reservations or cancel any reservation or arrangement in relation to the visits. Payment of any refund by the company to you as result of the non-performance of any company shall use its reasonable endeavors to reimburse you where possible. However, the company shall be entitled to deduct from any refund recoverable to the reasonable actual and potential costs to the company of the force majeure.

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23. Disputes

If you have any cause of complaints while traveling, you must immediately bring it to the attention of the company's management on email info@dahliatours.com or phone: **+255 622 702793**.

24. Consent

The payment of the deposit or any other partial payment for a reservation constitutes consent to all provisions of the Terms and Conditions. The Terms under which you agree to make the reservation cannot be changed or amended unless this is done in writing and signed by an authorized staff of the company.