

Terms and Conditions of Mukuta Travel & Tours

These are the terms and conditions of any contract between **Mukuta Travels& Tours** (the services providers) and you (all persons traveling with us, named on a booking). They are very important, so please take time to read them. Confirmation of travel with Mukuta Travels& Tours implicates that you have read, fully understood and agreed to the terms and conditions described below.

1. BOOKING AND PAYMENT

1.1 All services are subject to availability and are not guaranteed until confirmed.

1.2 A deposit of **25%** of the total value for each person referred to on the booking is required at the time of booking. If the booking is done within less than **45** days, then a deposit of **50%** is needed upon booking.

1.3 Where gorilla permits are required, they must be paid in full at the time of confirmation and are non-refundable. This is in addition to the standard deposit which makes the initial deposit **40%** rather than **25%**.

1.4 The second installment of **25%** will be paid **45** days before travel and the final **50%** will be paid 2 weeks before traveling.

* All bank charges are to be settled by the client. 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 be deducted, we would have to invoice you subsequently.

1.5 At the time of booking, we require full details for all passengers (names must be as they appear in passports).

1.6 All payments to be made as per invoice

2. PRICES

2.1 All prices are quoted and paid in US Dollars unless otherwise stated.

2.2 Prices quoted by Mukuta Travels& Tours are subject to change without notice and are not guaranteed until the time of confirmation.

2.3 Prices quoted are as per itinerary and per person and unless stated otherwise, include the following:

Overnight accommodation as specified, national park and game reserve entrance fees, overland transportation, domestic air transportation where indicated, drivers and guides fees (**not tips**), chimpanzee tracking permit where specified, three meals per day during safari as specified, snacks, unlimited mineral water during safari (not at the lodges/camps), unlimited game drives. 2.4 Prices quoted do not include the following: Personal expenses, personal insurance, laundry, meals other than as stated, drinks at the lodge/ hotel, passport and visa fees, tips and gratuities, international flights.

2.5 Meals are provided three times per day; breakfast, lunch and dinner, often including a packed lunch or picnic for one of these.

2.6 Accommodation varies depending on location and price plan. Camping, tented lodges, bandas, guest houses, tented accommodation and hotels are regarded as suitable accommodation.

2.7 Mukuta Travels& Tours reserves the right to substitute accommodation for those indicated in itineraries, when the tour is not yet confirmed.

2.8 Should a client wish to upgrade the standard of accommodation once the tour has been confirmed, a supplement is necessary. Upgrades are subject to availability.

3. DESCRIPTIONS AND SERVICE

3.1 All information and descriptions (including those regarding accommodation and activities) are based on the latest information available and are given in good faith. Mukuta Travels& Tours is not liable for deviations from these descriptions.

3.2 Transport provided will vary according to the itinerary and the number of clients. We attempt to ensure that the vehicles used are maintained in a decent (our opinion of) and roadworthy condition. We have contact information of rescue vehicles in all the national parks, so as to make sure our clients do not wait too much time in case of a breakdown. However, we accept no liability for breakdowns, punctures, road conditions etc. and the delays or changes that these may cause.

3.3 We reserve the right to use the services of sub-contractors when necessary.

3.4 We do not guarantee that you will see wild animals, precisely because they are wild. However, our guides will always work very hard to make sure that our clients see the best wildlife.

COMPLAINTS

3.5 If you are unhappy with any service or facility provided, you must immediately inform our representative (guide, tour leader, driver provided by Mukuta Travels& Tours) and allow them to attempt to resolve the issue as soon as possible.

3.6 If a representative has been informed and the complaint is not resolved to your satisfaction, a formal complaint can be made to Mukuta Travels& Tours through an email address info@mukutatraveltours.com . This must be done within 28 days of completion of the tour. We accept no liability for complaints not notified in accordance to this.

4. CANCELLATION & REFUNDS

5.1 Cancellation by a client:

5.1.1 If you decide to cancel your holiday you must notify us as soon as possible. Any notification by telephone must also be confirmed in writing or by e-mail within 24 hours and is effective from the day we are notified, provided that written confirmation is received by us within 24 hours of the original notification.

5.1.2 Cancellation charges are based on the tour price and applied at the following rates: Cancellation received more than 45 days prior to tour start date, we will give refund of a deposit (minus bank charges).

Cancellation received less than 45 days prior to tour start date, loss of 50% of total cost (50% of the total safari cost is refunded).

Cancellation received less than 15 days prior to tour start date, loss of 100% of total cost (no refund).

5.1.3 No refund will be given for gorilla permits, independent of the cancellation date.

5.1.4 Refunds will not be given for unused services, the late arrival or absence of clients.

5.1.5 We accept no liability for any loss or damage arising from cancellations.

5.2 Cancellation by Mukuta Travels& Tours:

5.2.1 We reserve the right to cancel your holiday and charge cancellation fees (as defined above) should a client fail to pay the balance when due.

5.2.2 *Mukuta Travels& Tours* reserves the right to cancel your tour up to 60 days before start date. We will not cancel your tour unless it is for a reason outside our control. In such circumstances we will offer you the following alternatives:

- a) Arrangements of a similar nature, standard and price, if available.
- b) Arrangements of a lower standard, whereby the difference in price will be refunded.
- c) More expensive arrangements, whereby the difference in price will be paid by you.
- d) **If in the opinion of Mukuta Travels & Tours**, the above three options are not practicable, a tour may be canceled with a full refund.

5.2.3 Mukuta Travels& Tours accepts no liability for any loss or damage arising from cancellations.

6. ALTERATIONS

6.1 Alterations by you

6.1. Should you wish to make alterations to a confirmed booking, we will do our best to make the alterations, although it may not always be possible. Alteration by a client is subject to communication to the management and availability of the services.

6.2 Alterations by Mukuta Travels& Tours

6.2.1 Mukuta Travels& Tours reserves the right to alter confirmed bookings. Whilst this is not common, sometimes is necessary. We will try our best to make sure that the alterations are to a higher standard of services. Due to the nature of the holiday, arrangements and itineraries need to be flexible and we will attempt to inform you as soon as possible of any changes.

6.2.2 In the case of significant alterations, you will be informed as soon as possible and be provided with 3 alternatives:

- a) Arrangements of a similar nature, standard and price, if available.
- b) Arrangements of a lower standard, whereby the difference in price will be refunded.
- c) More expensive arrangements, whereby the difference in price will be paid by a client.

However, if in the opinion of Mukuta Travels & Tours, the above three options are not practicable, a tour may be canceled with a full refund.

6.3 Alterations by third parties

6.3.1 Mukuta Travels& Tours has no direct control over its suppliers. Where the supplier makes significant alterations, we will attempt to inform a client as soon as possible but accept no liability for such changes. In this case the above terms and conditions (6.2.2) will be applicable.

6.4 Alterations due to circumstances beyond our control

6.4.1 In the event of unforeseeable circumstances outside of our control such as road closures, bad weather, problems with national parks or hotels and security considerations, strikes, sickness, war, quarantine, force majeure, political unrest, natural disasters, changes imposed by rescheduling or cancellation of flights by an airline or main charterer, or acts of God, it may also be necessary to alter itineraries and services.

In the event of any of the above, you will be responsible for any additional costs incurred although some costs may be recoverable from your insurance policy, depending on the terms. However, Mukuta Travels& Tours will try their level best to find the best and least expensive solution. We accept no liability for costs or damages resulting from such circumstances.

INSURANCE.

The legal position governing Insurance in tourism activities in Tanzania:

The law requires all travel Companies to have their vehicles and other facilities involved in handling tourists and travelers covered by insurance.

The position at Mukuta Travels & Tours

All Mukuta Travels & Tours vehicles involved in provision of all ground handling, transfers and safari services are insured to cover third parties traveling with Mukuta Tarvels and Tours and or any other road user that might by whatever circumstance be affected by any adverse incident that Mukuta Travel & Tours would be held responsible for their causation.

While we do our best to maintain highest level of safety, travel and adventure have inherent risks associated with them. **Thus**, clients **must** obtain travel insurance from their home country with the recommended medical coverage, medical evacuation, and repatriation coverage. It is strongly recommended that clients also extend their coverage to include cancellation and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the client. When obtaining travel insurance, the client must ensure the insurer is aware of the type of travel to be undertaken so that the insurer may properly cover travel on the applicable tour.

7. LIABILITY

7.1 Mukuta Travels& Tours accepts no responsibility for any illness, injury, death, loss or damage of any nature to persons or property arising as a result of an accident directly or indirectly from any aspect of your tour while using the services of our fleets save **only** to the extent that such accident was caused beyond any reasonable doubt by a wilful or gross negligent act of Mukuta Travel & Tours staff, **in this case** Mukuta Travels and Tours will be responsible through its **vehicle insurance cover**.

7.2 We do our best to ensure that all tours, activities and services are properly arranged and conducted as advertised. However, while we only deal with suppliers (e.g. hotels, lodges, flights etc.) that have good reputation, we do not have direct control over services provided by them and therefore Mukuta Travels& Tours cannot be held responsible for errors of such suppliers.

7.3 Mukuta Travels& Tours accepts no liability for unforeseen circumstances beyond our control, including flight delays/cancellations, detention, annoyance, force majeure, war or threat of war, riots, civil disturbances, terrorist acts, border closure, acts of government or other authorities, strikes, thefts, epidemics, road closures, industrial disputes, natural or nuclear disaster, extreme weather conditions, fire, technical and/or mechanical problems to transport (however, in case of mechanical problem, we will provide our clients with rescue vehicle as soon as possible).

7.4 It is the responsibility of the client to ensure that he/she and his/her dependents all have the appropriate passports, visas, travel permits, health certificates and other required documentation.

8. MEDICAL & TRAVEL DOCUMENTS

8.1 A client is responsible for all requirements concerning medical vaccinations and certificates, precautions against malaria, any others disease that require vaccine, visas, international currency and passports, and Mukuta Travels& Tours accept no liability if such requirements have not been correctly arranged by a client

8.2 It is also your responsibility to report on time for all transport arrangements and to ensure that you have all travel tickets & documents. We cannot be held responsible for any additional costs if you fail to do so and in the case of passengers being refused entry by any immigration or other authority, all repatriation costs are to be borne by the passenger.

9. TOUR AUTHORITY

9.1 The authority of the guide and/or driver will be final at all times – this is for your own safety and the well being of your fellow travelers.

9.2 You must always comply with local laws and regulations.

9.3 When it appears that, a behavior of a client is deemed to cause danger, inconvenience or hazard to the tour or any third party, Mukuta Travel & Tours reserves the right to refuse participation and or continuation in the tour of such person and neither Mukuta Travels & Tours or the supplier will be liable for resulting expenses and no refunds will be given.

10. SUPPLIER'S CONDITIONS

10.1 Suppliers have their own booking conditions and you will be bound by these so far as the relevant supplier is concerned. Some of these conditions may limit or exclude liability on the part of the relevant supplier.