



Terms and Conditions

Contract

Your contract is with Terre Authentic Tours & Safaris (hereinafter called “TO”, “we” or “us”). We draw your attention to the following terms and conditions, which cover all brochures and correspondence and all bookings made with us. Any contract with TO is 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 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.

Booking Procedure

TO will create a tailor made holiday to suit your personal needs. A binding contract comes into existence between us when :

- We receive a deposit of 30% of the quote price, or
- when we receive full payment of the holiday when the booking is made less than 45 days before your departure date.

No contract will exist between the parties until such monies have been received. We require full payment to be made for your holiday 45 days prior to the departure date. If full payment is not received 45 days prior to the departure date, we reserve the right to cancel your holiday and apply the cancellation charges set out in paragraph 6. 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.

All bank 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.

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.

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.

Payment Terms

Tour packages are confirmed upon receipt of 30% deposit of the total cost of the package. Balance payable in full 45 days prior to arrival. Full payment is required if tour is booked less than 45 days.

Cancellations, Amendments And No Shows

Category	Cancellation Period	Cancellation Charge	Payment
Basic	From confirmation to 7 days before arrival	USD 150 per person	USD 150 deposit per person
	6 to 0 days before arrival or no show	100% of invoice amount	—
Comfort	From confirmation to 45 days before arrival	30% of invoice amount	30% deposit; 70% balance at arrival
	44 to 30 days before arrival	50% of invoice amount	—
	29 to 0 days before arrival or no show	100% of invoice amount	—
Comfort Plus	From confirmation to 61 days before arrival	30% of invoice amount	30% deposit; 70% balance at arrival
	60 to 46 days before arrival	50% of invoice amount	—
	45 to 0 days before arrival or no show	100% of invoice amount	—
Luxury	From confirmation to 90 days before arrival	50% of invoice amount	30% deposit; 70% balance at arrival
	89 to 0 days before arrival or no show	100% of invoice amount	—
Luxury Plus	From confirmation to 120 days before arrival	30% of invoice amount	30% deposit; 70% balance at arrival
	89 to 0 days before arrival or no show	100% of invoice amount	—

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 price as follows.

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 then we will not refund you any monies for these tickets.

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 monies 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.

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.

Cancellation By You

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.

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.

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Amendments By You

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 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 give 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 affect 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 :

- 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
- 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.

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.

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.

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.

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.

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.

Problems

If you have a problem during your holiday, please inform the relevant organiser (camp/hotel manager/Safari guide) immediately and he will endeavour 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.

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.

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, how ever they may 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.

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.

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

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.

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.

Force Majeure

“Force Majeure ” means, in relation to the company, any circumstances beyond the control of the company (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 company 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 company 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.

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@terreauthentic-tours-safaris.com Tel : +255 754 36 94 64

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.

Website Promotions

Bookings must be made by emailing info@terreauthentic-tours-safaris.com , Cannot be combined with any other offers, promotions or discounts and is subject to availability.

Biodiversity

Biodiversity conservation is a critical consideration when choosing a holiday destination, and our dedication to safeguarding it is integrated into every aspect of our trips. Our highest priority is to protect and preserve local biodiversity while ensuring our activities have no harmful environmental impact.

This commitment includes selecting accommodations that support local conservation efforts, promoting sustainable development, prioritizing certified sustainable products, minimizing negative impacts on biodiversity, avoiding harmful activities, supporting local ecosystems, educating travelers, collaborating with local communities, and preventing the spread of invasive species. We aim to foster a sustainable and responsible tourism industry by adhering to these principles.

Animal Interactions

At Terre Authentic Tours & Safaris we are devoted to promoting ethical and responsible travel practices. We firmly oppose any interactions between humans and wild animals and any facilities that endorse or encourage such

activities. As a proud partner of Travelife, we exclude unsustainable destinations from our itineraries to uphold our commitment to responsible tourism.

Preventing Sexual Exploitation

We are deeply committed to fostering responsible tourism and preventing exploitation at Terre Authentic Tours & Safaris . As a proud partner of Travelife, we strive to raise awareness about all forms of exploitation and harassment, including commercial and sexual exploitation, particularly of children and adolescents.

Sexual exploitation is a global issue that often goes unnoticed, and combating it requires collective action. We encourage all our travelers to remain vigilant and report any suspicious behavior or incidents of child sexual exploitation directly to Terre Authentic Tours & Safaris. Your awareness and actions can make a significant difference. Together, we can create safer and more ethical travel experiences.

Forbidden And Illegal Souvenirs

At Terre Authentic Tours & Safaris , we strictly prohibit purchasing, selling, or transporting forbidden souvenirs. These include trophies made from ivory, rhinoceros horns, hippopotamus teeth, animal tusks, horns, feathers, or skins of any game animal. Additionally, manufactured trophies—items made from any part of these animals, such as teeth, tusks, horns, bones, claws, hooves, hair, feathers, eggs, or other durable materials—are also forbidden.

We also prohibit the purchase, sale, or transportation of souvenirs involving threatened flora and fauna species, historic or archaeological artifacts that have been illegally removed, or any prohibited substances (e.g., drugs and alcohol), regardless of their legal status in the destination or the traveler's home country. We aim to promote responsible and ethical tourism practices by adhering to these guidelines.

