LAMAI

BOOKING TERMS & CONDITIONS

Clear terms for journeys designed with care

Lamai Africa Safaris Limited
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TIN 173-172-885

HOW TO READ THESE TERMS

These Terms & Conditions form part of the contract between Lamai Africa Safaris Limited ("Lamai") and the person or persons named in the booking. Your itinerary, quotation and invoice contain the journey-specific details and take precedence where they expressly state a different arrangement.

1. Definitions and contract formation

In these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the meanings assigned to them below:

"Applicable Laws" means all laws, statutes, regulations, rules, orders, directives, permits and other legally binding requirements applicable to the Journey or the services provided under the Booking Contract, including the laws of Tanzania and the requirements of relevant national park, wildlife, conservation, aviation and tourism authorities.

"Booking" means a request made by a Guest or Lead Guest for travel, safari, accommodation, transport, guiding or other tourism-related services offered or arranged by Lamai, which becomes a Confirmed Booking upon fulfilment of the requirements prescribed under these Terms and Conditions.

"Booking Confirmation" means a written communication issued by Lamai, including by electronic means, expressly confirming its acceptance of a Booking and identifying the Journey or services agreed upon.

"Booking Contract" or "Contract" means the legally binding agreement entered into between Lamai and the Guest or Guests in accordance with these Terms and Conditions, comprising the accepted quotation, confirmed itinerary, Booking Confirmation, these Terms and Conditions and any expressly incorporated supplier-specific conditions.

"Cancellation" means the termination of a Confirmed Booking, whether in whole or in part, by the Guest or Lamai before or during the Journey, in accordance with the provisions of these Terms and Conditions and Applicable Laws.

"Cancellation Charges" means the amounts payable or lawfully retained by Lamai following Cancellation of a Confirmed Booking, calculated in accordance with the applicable cancellation provisions, any properly incorporated supplier-specific conditions and Applicable Laws.

"Confirmed Booking" means a Booking which has been expressly accepted and confirmed in writing by Lamai after the applicable contractual requirements for acceptance and payment have been satisfied or expressly waived by Lamai.

"Deposit" means the advance payment required by Lamai to secure a Booking, ordinarily equivalent to fifty per cent (50%) of the total Journey price, unless otherwise expressly provided in the accepted quotation, and which shall be subject to the payment and cancellation provisions of these Terms and Conditions.

"Electronic Acceptance" means the express acceptance of a quotation, Booking Contract or these Terms and Conditions through email, electronic signature, an affirmative online acceptance mechanism or another electronic communication method recognized under Applicable Laws.

"Force Majeure Event" means an extraordinary event or circumstance beyond the reasonable control of the affected party which could not reasonably have been prevented or overcome by appropriate measures and which materially prevents, delays or renders unlawful the performance of a contractual obligation, as further provided under the force majeure clause of these Terms and Conditions.

"Guest", "Client", "Traveler", "Participant" or "You" means any person named in or included under a Confirmed Booking who is entitled to receive or participate in the Journey or services arranged by Lamai.

"Itinerary" means the written schedule or description of the Journey issued or confirmed by Lamai, setting out the intended destinations, travel dates, accommodation, transport, activities, services, inclusions and exclusions forming part of the Booking Contract.

"Journey", "Safari", "Tour" or "Trip" means the travel arrangements, safari activities, accommodation, transportation, guiding, excursions and other tourism-related services expressly agreed upon and identified in the Confirmed Booking and applicable Itinerary.

"Lamai", "Company", "We", "Us" or "Our" means Lamai Africa Safaris Limited, a company operating in the United Republic of Tanzania, with its stated postal address at P.O. Box 3191, Arusha, Tanzania, including its duly authorized employees, officers and representatives acting within the scope of their authority, where the context permits.

"Lead Guest" means the person who submits or manages a Booking on behalf of one or more Guests and who is authorized to communicate booking instructions, receive contractual documents and accept contractual arrangements on behalf of the persons lawfully represented.

"Material Change" means a substantial alteration to a Confirmed Booking which significantly affects the principal destination, duration, essential services, major activities or overall character of the Journey.

"Misconduct" means any unlawful, threatening, abusive, dangerous or materially disruptive conduct by a Guest, including any attempt to induce or pressure Lamai's personnel or Third-Party Suppliers to breach Applicable Laws, wildlife conservation requirements, park regulations or lawful safety instructions.

"Quotation" means the written offer or statement of price issued by Lamai identifying the proposed Journey, services, inclusions, exclusions, payment requirements and any special conditions applicable to the proposed Booking.

"Regulated Equipment" means drones, remotely piloted aircraft systems, professional filming equipment or any other equipment whose importation, possession, transportation or operation requires authorization under Applicable Laws.

"Supplier-Specific Conditions" means payment, amendment, cancellation, refund, baggage, safety or other contractual conditions imposed by a Third-Party Supplier and expressly disclosed and incorporated into the Booking Contract before the relevant commitment becomes binding.

"Terms and Conditions" means these Booking Terms and Conditions, including any amendments lawfully agreed upon by the parties and any schedules or additional conditions expressly incorporated into the Booking Contract.

"Third-Party Supplier" or "Supplier" means any independent person, company, organization or service provider engaged or arranged to provide services forming part of the Journey, including accommodation establishments, airlines, transport operators, activity specialists and other service providers, but excluding Lamai's own employees acting in the course of their employment.

"Written" or "In Writing" includes communication in physical or electronic form, including email and other electronic records, provided that the communication satisfies any applicable legal requirements relating to electronic communications and can be retained and reproduced for subsequent reference.

2. Your itinerary, inclusions and exclusions

The services included in your journey are those expressly listed in the final quotation and confirmed itinerary. Depending on the agreed journey, these may include accommodation, specified meals, road transfers, domestic transport, guiding, park and concession fees, activities and other listed services.

Unless the itinerary states otherwise, the following are not included:

- International flights and airport taxes.
- Passports, visas, mandatory inbound insurance and other entry costs.
- Personal travel, medical, cancellation, and repatriation insurance.
- Excess baggage and additional luggage arrangements.
- Meals, drinks, activities, or services not expressly included.
- Laundry, communication charges, gratuities, and personal expenses.
- Optional upgrades or services requested after confirmation.

Descriptions, photographs and maps are intended to explain the journey but do not create a guarantee of a specific wildlife sighting, weather condition, road condition, room number, view or other circumstance outside Lamai's reasonable control.

2.1 Contractual Scope of the Itinerary

The confirmed itinerary accepted quotation and Booking Confirmation shall form an integral part of the Booking Contract. Only services expressly specified as included therein shall constitute Lamai's contractual obligations. Any additional services, activities, upgrades or personal expenses not expressly included shall be borne by the Guest, subject to prior agreement on applicable charges.

2.2 Availability, Changes and Special Requests

Lamai shall exercise reasonable care and skill in arranging the services specified in the confirmed itinerary. However, accommodation, transport, activities and other arrangements may be subject to availability, safety considerations and applicable laws or regulations. Where changes become necessary, Lamai shall endeavor to provide suitable alternatives in accordance with the itinerary amendment provisions of these Terms and Conditions. Special requests shall not be guaranteed unless expressly confirmed in writing.

2.3 Wildlife, Regulatory Compliance and Unused Services

The Guest acknowledges that wildlife sightings, animal behaviors, weather conditions, and other natural occurrences cannot be guaranteed. All activities shall be conducted in compliance with applicable national park regulations and wildlife conservation compliance requirements. Lamai reserves the right to refuse any unlawful or unsafe activity. No refund shall ordinarily be payable for services voluntarily declined or unused by the Guest, except where required under the Booking Contract or applicable law.

3. Prices and changes in cost

The confirmed price is stated in the quotation and invoice and is based on the services, taxes, fees, exchange rates and supplier tariffs known at the time of confirmation.

Lamai may adjust the price before final payment where a government authority, park, airline, accommodation provider or other supplier introduces or changes a mandatory tax, statutory fee, conservation charge, fuel surcharge, exchange-related supplier price or similar cost outside Lamai's control. Lamai will explain the reason and provide supporting information where reasonably available.

3.1 Lamai may propose an adjustment only for an identified post-confirmation change in a mandatory government charge or a documented external supplier cost expressly allocated to the Guest by the accepted contract.

3.2 Lamai shall give written notice with a reasonable calculation and available supporting evidence. Where an increase materially alters the total price, the Guest shall have the options and remedies required by applicable law; no adjustment shall be made solely to restore Lamai's profit margin.

4. Reservations and payment

Unless the quotation states otherwise, a non-refundable deposit of 50% of the total journey price is required to confirm the booking. The remaining balance is due 90 days before departure.

A booking made within 90 days of departure normally requires full payment at confirmation. Lamai is not required to hold accommodation, permits, flights or other services until the required payment has been received and cleared.

Bank transfer charges and intermediary bank fees are payable by the guest unless expressly stated otherwise. The amount received by Lamai must equal the amount due on the invoice.

4.1 The deposit is an advance payment and is subject to Clause 5; describing it as non-refundable does not authorize retention of sums not legally recoverable.

4.2 If payment is overdue, Lamai may give written notice allowing seven calendar days to remedy the default, or a shorter reasonable period where an imminent supplier deadline is explained. Following default, Lamai may cancel subject to Clause 5 and applicable law.

5. Cancellation by the guest

Cancellations must be submitted to Lamai in writing by the lead guest. The date Lamai receives the written cancellation determines the applicable cancellation charge.

Unless the quotation states different supplier-specific terms:

- More than 90 days before departure: 50% of the total journey price.
- 90 days or fewer before departure: 100% of the total journey price.
- After the journey has started: no refund for unused or voluntarily missed services.

Some permits, accommodation, domestic flights, private camps, special events and other services may have stricter or fully non-refundable conditions from the moment they are booked. Where applicable, these conditions will be stated in the quotation or communicated before commitment.

Lamai strongly recommends comprehensive cancellation and interruption insurance from the date of booking.

6. Changes or cancellation by Lamai

Safari travel is affected by weather, road conditions, wildlife, government action, park rules, supplier changes, flight schedules, safety considerations and other circumstances that cannot always be predicted.

Lamai may make a reasonable change where necessary to protect safety, comply with law or regulation, respond to changed access, replace an unavailable supplier or preserve the purpose of the journey. Where possible, Lamai will provide a comparable alternative and explain any material change.

If Lamai cancels a journey for reasons within its control, Lamai will offer an appropriate alternative or refund the amount paid for services Lamai cannot provide, subject to supplier recoveries and applicable law. Different rules may apply to force majeure events as described below.

7. Force majeure

7.1 "*Force Majeure*" means an extraordinary circumstance beyond the affected party's reasonable control that could not reasonably be prevented or overcome and materially prevents, delays or makes unlawful the affected performance.

7.2 It may include severe natural disasters, war, civil unrest, binding public-health restrictions, border or park closures and major transport disruption where Clause 7.1 is met; ordinary seasonal weather, increased costs and routine supplier difficulty do not alone qualify.

7.3 The affected party shall notify the other promptly and take reasonable steps to mitigate disruption, including seeking alternatives, postponements, supplier credits or recoveries.

7.4 Where performance becomes impossible or unlawful, termination, restitution, refunds and compensation shall be determined under the Law of Contract Act and other applicable law, taking account of services supplied and lawful non-recoverable commitments, without double recovery.

7.5 Reasonable additional accommodation, transport, treatment or repatriation costs are ordinarily the Guest's or insurer's responsibility unless Lamai is legally responsible or has agreed otherwise.

8. Travel documents and regulatory requirements

Each guest is responsible for having a valid passport, visas, entry permission, mandatory inbound insurance, health documentation, vaccination evidence and any other documents required for the complete itinerary and transit route.

Lamai may provide practical guidance and official links but does not determine immigration, health, insurance or customs requirements. Requirements can change, and each guest remains responsible for checking the rules applicable to their nationality, health and route.

If a guest cannot travel or is refused entry because required documentation is missing, incorrect or incomplete, normal cancellation terms apply and the resulting costs are the guest’s responsibility.

Lamai's practical guidance does not replace official requirements, but this clause does not exclude liability for actionable negligent misstatements by Lamai. Any mandatory destination-specific insurance requirement shall be identified where known and verified before travel.

9. Health, fitness and medical information

Guests must provide relevant information about medical conditions, allergies, mobility limitations, dietary needs, pregnancy, medication or other circumstances that may affect safe participation or require reasonable preparation. Information should be provided early enough for Lamai and relevant suppliers to assess practical arrangements.

Adventure travel may involve rough roads, heat, altitude, remote locations, walking on uneven ground, limited immediate access to medical facilities and other physical demands. Guests should seek qualified medical advice where there is uncertainty about fitness to travel.

Lamai will consider reasonable requests but cannot guarantee that every activity, vehicle, camp or remote location can accommodate every medical or mobility requirement. Lamai may decline or modify an activity where participation would create a material safety risk that cannot reasonably be managed and without unlawful discrimination.

Lamai may assist in obtaining emergency care or evacuation where practicable; clinical decisions rest with qualified professionals. Unless otherwise required by law or agreed, related medical and repatriation expenses remain the Guest's or insurer's responsibility.

10. Guest insurance and AMREF Flying Doctors

Every guest must maintain comprehensive personal travel insurance appropriate for the complete journey, including medical treatment, cancellation, interruption, luggage and repatriation to the home country where applicable.

Lamai arranges short-term AMREF Flying Doctors Maisha Tourist emergency evacuation membership for each guest for the safari period. This is an emergency medical evacuation arrangement and does not replace comprehensive travel or medical insurance. Coverage and response remain subject to the applicable AMREF plan terms and medical/operational assessment.

11. Accommodation, transport and special requests

Accommodation, vehicles, flights, boats and other services are provided according to the confirmed itinerary. Specific rooms, adjacent rooms, bed configurations, smoking preferences, dietary arrangements and other special requests should be communicated at booking.

Lamai will pass reasonable requests to suppliers but cannot guarantee them unless the supplier has expressly confirmed the request as part of the booking.

Domestic airline baggage limits differ from international flights. Guests must comply with the allowance applying to the aircraft and fare booked. Extra luggage, camera equipment and specialist items must be disclosed in advance.

11.1 Special requests are not guaranteed unless expressly confirmed in writing by Lamai as part of the booking; a confirmed essential accessibility or dietary arrangement shall not be treated as merely aspirational.

11.2 Guests shall disclose specialist luggage and equipment in advance and comply with the applicable carrier's restrictions; material substitutions are governed by Clause 6.

12. Wildlife, activities and inherent risk

Safari and adventure travel involve inherent risks, including wildlife encounters, uneven terrain, remote roads, walking, swimming, boating, climbing, extreme weather, heat, altitude, insects, illness, delayed medical access and emergency evacuation challenges.

Wildlife sightings, animal behaviour and migration movements cannot be guaranteed. Guests must follow the lawful and reasonable instructions of Lamai guides, park authorities, accommodation staff and activity specialists.

Participation in a particular activity may be refused, modified or stopped where the responsible guide or provider determines that weather, fitness, conduct, wildlife behaviour, equipment, legal restrictions or other conditions create an unacceptable risk.

The responsible guide may immediately stop, modify or refuse an activity where an objectively reasonable safety or legal concern arises. Acknowledgement of inherent risk does not waive claims for Lamai's actionable negligence or liability that cannot be excluded by law.

13. Safari etiquette and prohibited conduct

Lamai conducts its journeys in accordance with applicable laws, park regulations, wildlife-protection rules and professional safety standards.

Guests must not pressure, threaten, reward or attempt to induce a guide or other person to:

- Approach wildlife more closely than is lawful or professionally appropriate.
- Leave a permitted road, route or viewing position.
- Ignore a park rule, instruction or safety decision.
- Feed, touch, provoke, pursue or disturb wildlife.
- Operate a drone or undertake another regulated activity without the required approvals.

A gratuity is a voluntary thank-you for service. It must never be offered or accepted in exchange for breaking a rule or compromising wildlife welfare or safety.

Lamai will support personnel who refuse an unlawful or unsafe request. Serious or repeated misconduct may lead to suspension or termination of the affected activity or journey. Where services are lost because of the guest's misconduct, no refund is due to the extent permitted by law, and additional costs are the guest's responsibility.

13.1 Respect for Local Cultures and Indigenous Communities

Guests shall respect the cultures, traditions, customs, beliefs, dignity and privacy of local and indigenous communities encountered during the Journey. Guests shall conduct themselves respectfully during community visits and shall not engage in any behavior that is offensive, exploitative, discriminatory or contrary to local customs or applicable Tanzanian laws. Photography, filming and participation in cultural activities shall be subject to the consent of the persons concerned and any applicable community requirements.

13.2 Donations and Charitable Contributions

Guests intending to make donations, gifts or charitable contributions to local or indigenous communities, schools, organizations or individuals during the Journey shall communicate their intentions to Lamai in advance. This shall enable Lamai to coordinate appropriate arrangements with the relevant community representatives or beneficiaries and ensure that such contributions are made respectfully, transparently and in accordance with applicable laws and local customs. Guests shall not distribute donations or gifts during organized community visits without prior coordination with Lamai.

13.3 Prohibition of Sexual Harassment and Misconduct

Sexual harassment, sexual exploitation, unwanted sexual advances, inappropriate physical contact, sexually offensive remarks and any other form of sexual misconduct towards Lamai's employees, guides, fellow Guests, community members or any other person are strictly prohibited. Lamai maintains a zero-tolerance policy towards such conduct and reserves the right to immediately suspend or terminate the offending Guest's participation in the affected activity or Journey where reasonably justified, without prejudice to any reporting obligations or legal action under applicable Tanzanian laws.

14. Drones and regulated equipment

Guests are solely responsible for obtaining every approval required to import, register, carry and operate a drone or other regulated equipment. Permission to bring a drone into Tanzania does not constitute permission to fly it in a national park, conservation area or other protected location.

Lamai does not accept responsibility for confiscation, refusal of entry, restrictions on use, penalties, delays, loss or damage arising from a guest carrying or attempting to operate a drone without the required approvals. Unless all permissions are confirmed before departure, Lamai recommends leaving the drone at home.

14.1 Prior Notification and Regulatory Approval

Guests intending to bring, possess or operate drones or other regulated equipment during the Journey shall notify Lamai in writing before departure and shall be solely responsible for obtaining all necessary permits, licenses and authorizations from the Tanzania Civil Aviation Authority (TCAA), relevant wildlife and conservation authorities, and any other competent regulatory bodies. Guests shall provide Lamai with copies of the required approvals upon request. Permission to import or possess a drone shall not constitute authorization to operate it within national parks, conservation areas or other restricted locations.

14.2 Prohibition of Unauthorized Drone Operations

The operation of drones without the requisite regulatory approvals is strictly prohibited. Guests shall not operate drones in any manner that endangers persons, disturbs wildlife, infringes upon the privacy or cultural rights of local communities, or contravenes applicable Tanzanian laws and regulations. Lamai reserves the right to refuse, suspend or immediately terminate any unauthorized or unsafe drone activity, and Guests shall comply with all lawful instructions issued by Lamai's guides, representatives and relevant authorities.

15. Photography, filming and guest privacy

Guests may take photographs for personal use subject to park rules, cultural respect, privacy and any restrictions imposed by a community, property or activity provider. Ask permission before photographing people.

Lamai will not rely on these Terms & Conditions as blanket consent to use identifiable guest images for marketing. Where Lamai wishes to publish identifiable photographs, film, testimonials or personal stories for promotional use, consent will be requested separately. Guests may decline without affecting their journey.

Lamai may use non-identifying landscape, wildlife, camp or operational images created during a journey where lawful and appropriate, provided no guest is identifiable without consent.

Lamai shall process booking and health data for specified lawful purposes and provide a privacy notice describing recipients, lawful bases, retention, cross-border transfers and applicable data-subject rights.

16. Third-party suppliers and Lamai responsibility

Lamai arranges services provided by independent accommodation providers, airlines, transport operators, park authorities, activity specialists and other suppliers. Those suppliers are responsible for operating their own services with reasonable care and in accordance with applicable law.

Lamai remains responsible for its own acts and omissions and for exercising reasonable care in selecting and coordinating suppliers. Lamai is not responsible for an independent supplier's act or omission where Lamai neither caused nor could reasonably have prevented the event, subject always to applicable law.

Nothing in these Terms & Conditions excludes or limits liability where exclusion or limitation is prohibited by law.

Lamai's aggregate liability for purely economic loss may be limited to the total Journey price paid or payable under the relevant booking, but only insofar as reasonable and permitted by applicable law.

17. Baggage and personal property

Guests remain responsible for passports, money, cameras, electronic devices, medication, baggage and other personal belongings. Lamai is not liable for ordinary loss, theft or damage unless it resulted from Lamai's proven negligence or other liability that cannot lawfully be excluded.

Valuable items should be carried securely and not left unattended. Claims involving an airline, accommodation or other supplier should also be reported promptly to that supplier and to the guest's insurer.

18. Complaints and assistance during the journey

If a concern arises during the journey, tell the guide or Lamai representative as soon as reasonably possible. Early notice gives Lamai an opportunity to understand and, where possible, resolve the issue while the journey is still in progress.

A formal complaint should be submitted in writing with relevant supporting information within 45 days after the end of the journey. Failure to raise an issue during the journey may affect the practical ability to investigate or correct it, but does not remove rights that cannot lawfully be waived.

Lamai shall endeavor to acknowledge a complaint within five business days, investigate fairly and issue a substantive response within 30 calendar days or explain the reason for further time. Unresolved disputes may proceed under Clause 19 without restricting mandatory regulatory or court remedies.

19. GOVERNING LAW AND DISPUTE RESOLUTION

19.1 These Terms, including their formation, interpretation, performance and termination, shall be governed by the laws of Tanzania.

19.2 Where any dispute arises out of or in connection with these Terms, either Party shall give written notice to the other Party stating the nature of the dispute and how to remedy the situation. Parties shall try to resolve the dispute amicably and in good faith within thirty (30) calendar days from the date the notice is received.

19.3 If the dispute is not resolved within that period, it shall be referred to and finally settled by arbitration in accordance with the Arbitration Act, Cap. 15, R.E. 2023, and its applicable regulations, except for disputes that cannot legally be resolved through arbitration.

19.4 The seat of arbitration shall be Arusha, Tanzania, the proceedings shall be conducted in English, and the arbitration shall be heard by one independent and impartial arbitrator whose decision shall be final and binding upon the parties.

19.5 Parties shall jointly appoint the arbitrator within twenty-eight (28) days after either Party serves a written request for appointment. If the Parties fail to agree within that period, either Party may, upon notice to the other Party, apply to the Tanzania Arbitration Centre, which shall either give directions for the appointment or appoint the arbitrator under section 22(2) of the Arbitration Act. Any appointment made by the Centre shall have the same effect as an appointment agreed upon by the Parties and shall bind the parties.

19.6 Either Party may apply to a court of competent jurisdiction for urgent interim relief where permitted by law.

19.7 The arbitral award shall be final and binding on the Parties, subject to their rights to challenge or enforce the award under the law. The costs of arbitration shall be determined in accordance with the laws of Tanzania.

20. Severability, waiver and updates

If any provision is found invalid or unenforceable, the remaining provisions continue to apply. A decision by Lamai not to enforce a provision on one occasion does not waive the right to enforce it later.

The version supplied or linked at the time of booking applies to the booking unless a later change is required by law or is expressly agreed in writing. Material changes will not be applied retrospectively merely to reduce a guest's existing contractual rights.

21. Contact

Booking notices, cancellations, complaints and dispute notices may be sent to info@lamaisafaris.com or another address Lamai has notified in writing. Electronic notices are received when capable of retrieval at the designated address, subject to applicable law and evidence of transmission; automated delivery failure is not receipt.