



Disclaimer

TERMS AND CONDITIONS

Lamai Africa Safaris Ltd.
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LAMAI AFRICA SAFARIS is a Limited Liability company registered in Tanzania. The following terms as used in these Terms & Conditions shall be considered synonymous –safari, tour, itinerary and trip—all of which refer to the travel arrangements being booked with Lamai Africa Safaris Ltd . Additionally, the following terms: client, guest, participant, member, passenger and traveler all refer to you, as the traveler.

A. Tour Prices quoted are valid as specified in your itinerary and may include the following

- As indicated in each itinerary, accommodations are based on twin or double rooms (or tents where applicable).
- Meals as indicated in each itinerary, and domestic bottled water with group meals. Arrival and departure transfers and all other land transport.
- For Kilimanjaro and other mountains: Services of professional and licensed English-speaking guides (or other specified international language-speaking guides).
- For safaris: Services for English-speaking driver guides (or other specified international language-speaking guides).
- Entrance fees to National Parks and ALL other applicable fees and taxes.
- A safari vehicle, a 4x4 top-up land cruiser equipped with luxurious game viewing and touring, and a guaranteed window seat!

B. Not included in quoted tour prices

Costs of passports or visas; excess baggage charges; travel insurance; airfares and airport departure taxes (unless explicitly stated); sightseeing, game drives or meals not listed in the itinerary; personal expenses such as beverages (other than bottled water as noted in Tour Inclusions), laundry, communication charges, and gratuities.

C. Reservations and payments

A minimum non-refundable deposit of 50% per person is required when you book. The remainder of the trip's price is due 90 days before your departure date. We accept wire transfers as a method of payment for bookings.

D. Cancellations

Lamai Africa Safaris Ltd is required to pay for services and accommodations immediately upon arranging this trip. Because we incur considerable costs if someone cancels, cancellations received more than 90 days prior to departure are subject to a 50% cancellation penalty on the total cost of the trip. Cancellations received 90 days or less prior to departure are subject to a cancellation penalty of 100% of the total trip price. With this in mind, we strongly recommend that each person purchase travel insurance.

Lamai Africa Safari Ltd cannot be held responsible for any delays caused by International or domestic flights, lost or delayed baggage, strikes, government regulations, weather or natural casualties etc. In such cases, Lamai Africa Safaris Ltd shall be responsible for providing suitable alternatives that could be mutually agreed upon. If the participant does not show up at the meeting point specified on the agreed date, Lamai Africa Safaris will assume they have been delayed and will wait for contact with your new expected arrival date. If no contact is received within 48 hours, the participant will be assumed to have cancelled the tour.

E. Guest representation and consent:

The person making a booking with Lamai Africa Safaris Ltd warrants that he or she has the authority to enter into a contract on behalf of all other persons included in such a booking. The deposit or any other partial payment for a reservation on a tour constitutes consent by all guests covered by that payment to all provisions of the Terms and Conditions contained herein, whether the guest has signed the contract or not.

F. Participation

Persons not fit for long trips due to heart disease, chronic illness, physical handicap, advanced pregnancy, mental illness, or other prohibitive conditions should not participate in rigorous travel programs. As such, participants agree that Lamai Africa Safaris Ltd shall be indemnified, defended, and held harmless from any associated liability.

G. Alterations to tours

Lamai Africa Safaris Ltd reserves the right to alter or modify the itinerary of any tour if air schedule or surface transportation changes, security matters and/or events beyond its control make such alterations necessary.

H. Specific accommodations

Accommodations and arranged sightseeing are subject to change at any time due to unforeseen circumstances beyond Lamai Africa Safaris' control. Every effort will be made to operate tours as planned, but alterations may occur after the final itinerary has been issued.

I. Special requests

Specific requests such as connecting or adjacent rooms, smoking or non-smoking rooms and special dietary needs should be advised at time of booking. Please be advised that every effort will be made to secure your special request; however, they cannot be guaranteed.

J. Baggage

Baggage and personal effects are at the owner's risk throughout the tour. Luggage weight restrictions on some international flights may apply; details will be provided on your itinerary.

K. Photography

Lamai Africa Safaris may take photographs or film of its trips and trip participants, and participants grant Lamai Africa Safaris Ltd express permission to do so and for Lamai Africa Safaris Ltd to use such for promotional or commercial use.

L. Departure date and price

These tours are scheduled to operate throughout the year. Prices quoted are based on tariffs, exchange rates and airfares in effect on the date of your booking. However, Lamai Africa Safaris Ltd reserves the right to alter prices quoted should inflation, costs of fuel, labor or material, airfares or foreign exchange rates change.

M. Claims and refunds

Refunds are not made for any missed tour services except for verifiable extenuating circumstances. There will not be any refund if you cancel the tour that is in progress. For verifiable claims to be considered, they must be received in writing within 45 days of the termination of the tour and be accompanied by supporting statements verifying the claim.

N. Lamai Africa Safaris Ltd' responsibility

Lamai Africa Safaris Ltd, its employees, shareholders, officers, directors, successors, agents and assigns (collectively referred to as Lamai Africa Safaris Ltd), do not own or operate any entity which is to or does provide goods or services for your trip, including, for example, lodging facilities, transportation companies, local ground or safari operators, including, without limitation, various entities which may be affiliated with Lamai Africa Safaris Ltd and/or which may utilize the Lamai Africa Safaris' name, guides, food and drink service providers, equipment suppliers, etc. As a result, Lamai Africa Safaris Ltd, is not responsible for any negligent or willful act or failure to act of any person or entity it does not own or control, nor for any act or inaction of any other third party not under its control.

In addition and without limitation, Lamai Africa Safaris Ltd is not responsible for any injury, loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services, whether resulting from but not limited to acts of force major, disease, illness, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labour activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, overbooking or downgrading of accommodations, food poisoning, mechanical or another failure of aircraft or other means of transportation or for the failure of any transportation mechanism to arrive or depart on time.

O. Arbitration agreement

Any controversy, claim or dispute arising out of or relating to these Terms and Conditions, to the limits on Lamai Africa Safaris' responsibility clause, to the brochure, to the flier, to any information relating in any way to the trip, to the trip itself, or to any products or services related to the trip, shall be settled solely and exclusively through arbitration in Tanzania. Any dispute or reference of any kind whatsoever which arises or occurs between the parties in relation to anything or any matter arising out of or in connection with this shall be administered by the Tanzania Institute of Arbitrators under its Arbitration Rules.

P. Risks

Please be aware of the following inherent risks associated with adventure travel of this nature. These risks include but are not limited to, swimming, hiking, mountain climbing (e.g. rock slides, falling stones, etc.), walking safaris, encounters with dangerous animals, limited access to medical facilities, and challenges with emergency evacuation from remote locations. Travellers are responsible for acknowledging and assuming all such risks associated with these possibilities and have taken necessary precautions and taken out proper and relevant insurances.

ANY PAYMENT TO LAMAI AFRICA SAFARIS LTD CONSTITUTES YOUR UNDERSTANDING AND ACCEPTANCE OF THE TERMS AND CONDITIONS SET OUT HEREIN.
