

# TERMS AND CONDITIONS Zanzi Trekking and Safaris Limited

## 1. When the Terms and Conditions apply

These Terms and Conditions shall govern the relationship between all **clients** and **Zanzi Trekking and Safaris Limited**. These Terms and Conditions apply in the following situations:

- When you book a trip directly with us
  - When you book a trip through our partners acting as our sales representatives
1. When booking a trip with us directly or through one of our partners, which include various travel agencies and marketplaces, both sides automatically agree to be bound by these Terms and Conditions.
  2. Please note that these Terms and Conditions stipulate the rights and responsibilities that you have while booking and taking part in our tours in Tanzania.

## 2. Our warranties and representations

### We warrant that:

- We have all the necessary licenses and permits to organize and run Kilimanjaro climbing expeditions and wildlife safaris in the United Republic of Tanzania;
- All our Kilimanjaro guides, wildlife safari driver-guides and consultants have professional training in their respective fields.
- All information that we use in marketing and advertising is true and correct. We do not exaggerate or misrepresent anything in the description of our products.
- We are a tour operator, not a travel agency. No part of our adventures is handled by third parties with the exception of accommodation in certain hotels, which do not belong to our company, and domestic and international air travel services.

Thus, not only are the salaries that we pay to our local employees above the market average but we also actively support community development projects in Tanzania. These include: Orphanage and Schools in Arusha

We are environmentally friendly and have strict “leave-no-trace” protocols to cultivate sustainable tourism in Tanzania and preserve its natural heritage for future generations.

## 2.2. Lifetime Deposit

To secure your booking we require a 10% non-refundable deposit. Due to COVID-19 we are providing as much flexibility & support as we possibly can. If you book onto a trek with us, we have

made things as easy and flexible as possible and want you to feel secure in the knowledge of the following:

- **Lifetime Deposit.**
- **You can change your trek to a different date without ANY cost.**
- **We will hold your booking until you can decide on a new date.**

When you book and pay a deposit with us, this deposit becomes a 'Lifetime Deposit' meaning this can be transferred to another trip at any point and lasts for LIFE. This means that if you book your trek and have to cancel for any reason, your deposit can be held until you want to re-book onto another trip. This does not include, however, the costs or fees which the company must pay anyway due to your cancellation (hotel booking fees, etc.).

### **3. Treatment of your personal information**

1. We shall require certain personal information to take care of your expedition arrangements. Such information includes your full name, age, nationality, passport information, diet, and medical particulars.
2. Parts of this information will be made available to the administration of the Tanzania wildlife areas for the processing of entry permits and to the accommodation providers to make your stay comfortable.

### **4. Communications and correspondence**

To avoid travel scams, ensure that all and any communications with us are carried out through the following channels:

- Email: all emails in @zanzisafaris.com domain zone
- Phone and WhatsApp: all phone numbers published on Zanzi Trekking and Safari website
- Other means of communication: online-chat on our website

As a result of our proactive policies in regards to safeguarding all of our communications, we have not had any cases of our company being impersonated or misrepresented by malevolent third parties for their own gain. However, caution is always advised. If you believe that someone you are in touch with is not a legitimate representative of Zanzi Trekking and Safari, please contact us using the following means:

Email. [info.germany@zanzisafaris.com](mailto:info.germany@zanzisafaris.com)

Phone +49 1525 8643606

Email [info@zanzisafaris.com](mailto:info@zanzisafaris.com)

Phone. +255752777701

## 6. Prices

Once we confirm your booking, the price will not be changed, except for the unlikely case of the government of Tanzania increasing park fees, taxes or other tourism-related payments. In such a case, a copy of the relevant public notice shall be made available to you immediately. Two options shall be available to you in case of price increase:

- To cancel your tour and receive a refund in accordance with our cancellation policies;
- To agree to the change of price and pay the difference to us.

## 7. Changes to the itinerary

### Changes by the Client:

- Any changes you make to your itinerary will be made free of charge if they do not result in extra costs for us. Any such costs must be covered by the Client.
- If you decide to discontinue our tour after it started, either voluntarily or involuntarily, you will be liable to cover any extra costs caused by your decision to leave the trip. Such costs may include but are not limited to covering transportation and accommodation expenses.
- If you miss any tour service, sightseeing or meal, or fail to use any other service acting on your own account, no refund will be provided.

### Changes by the Company:

- While we do our best to ensure that your tour goes as planned, situations may arise (e.g. parts of the planned route becoming inaccessible due to poor weather conditions) requiring us to change your itinerary. Though rare, such cases are not to be ruled out and we shall endeavour to inform you of them promptly.

### Changes because of third parties:

- The Company shall not be liable for any delay, disruption, damage or loss outside of our reasonable control. These may include – but are not limited to – third-party actions, flight delays and any events of a force majeure nature.
- You or your insurance company will be liable to cover any expenses, such as extra accommodation and transportation expenses, caused by such change or disruption.

## 8. Changes to travel dates

1. If, after making the payments, you decide to change your travel dates, you must inform us of these changes no later than 60 days before the original starting date of your tour. Please bear in mind, that any new proposed dates must fall within one year of your original travel dates.

2. Also note that Tanzanian domestic carriers do not reschedule flights. Hotels and Lodges often apply penalties to booking date changes and may set higher prices on accommodation according to season and availability. In such cases, you will be required to cover the extra costs.

## 9. Payments and Cancellations

- **Payments:**

After the confirmation of your trip with us, a pre-payment of 25 % of the total trip price is required. This will be used as a confirmation and also in order to organize all pre-bookings for your trip (hotel bookings, park fees, etc.).

For any money transfer when buying a service or a product from Zanzi Trekking and Safaris, the following official bank account is used:

- **Account for transfer with USD:**

- **Bank Account Holder:** Zanzi Trekking and Safaris Limited
- **Bank name:** CRDB Bank PLC
- **Bank Address:** P. O. Box 3132 Arusha
- **Account Number:** 0250476855400
- **Swift Code:** CORUTZTZ or CORUTZTZXXX

- **Account for transfer with TZ Shilings:**

- **Bank Account Holder:** Zanzi Trekking and Safaris Limited
- **Bank name:** CRDB Bank PLC
- **Bank Address:** P. O. Box 3132 Arusha
- **Account Number:** 0150476855400
- **Swift Code:** CORUTZTZ or CORUTZTZXXX

**Note:** Other money transfer methods can be also used if both the client and the company make an agreement.

- **Cancellations by client**

1. If you decide to cancel your travel arrangements with us, the following cancellation fees shall apply:
  - 90% refund of the total cost if you cancel at least 90 days before the departure date,
  - 70% refund of the total cost if you cancel at least 60 days before the departure date,
  - 50% refund of the total cost if you cancel at least 30 days before the departure date,
  - No refund if the booking is cancelled less than 7 days before arrival.

2. In all cases of cancellations you will also need to cover our non-refundable and/or partially refundable expenses, such as hotel reservations or domestic air tickets. Before issuing a refund, we will deduct those expenses and the costs of fund transfer (banking commissions and credit card surcharges) from the payments that you made to us.
3. No refunds will be made for all cancellations made in 7 or less days prior to the scheduled travel dates.
4. If, after making the booking and paying the deposit or the full payment, you are unable to travel due to the issues related to the COVID-19 pandemic (travel restrictions imposed by the government, infection, mandatory quarantine, etc.) we will return the payment made to us, excluding the tour-related expenses made by our company before we received your cancellation request (such as non-refundable hotel reservations, purchases for the Mt Kilimanjaro expedition, etc.).

- **Cancellation by Zanzi Trekking and Safaris Limited**

In the unlikely event of us cancelling your tour for any reason, a 100% refund of any payments already made by you to us shall follow.

## **10. Travel documents, visa, and entry to Tanzania**

1. You should make sure that all your travel documents are in place.
2. Thus, among other things, the validity of your passport for international travel should not expire in six months after the moment of entering the territory of Tanzania. There will be at least two blank pages for the visa and stamps. You should also get a visa for entering Tanzania. Online application through the [website of Tanzania Immigration Department](#) is the most convenient and fastest way to do that.
3. Though we will share some visa-related tips, please do not consider our recommendations to be the ultimate and comprehensive advice. The information about visas and other entry requirements for visiting Tanzania published on our website is for general knowledge only, and though we try to keep it accurate and up-to-date, we recommend contacting the Embassy of the United Republic of Tanzania for getting the latest updates. No information published on our website about visas, vaccinations or other entry requirements should be viewed as a warranty or representation.
4. You are also responsible for bearing all visa and other entry-related costs
5. We shall not be liable if, in a highly unlikely event, you are denied entry to Tanzania or any other country on the way to Tanzania for whatever reason. You also agree that if you fail to enter the country for whatever reason, no refunds will be made and it will not be possible to reschedule your tour, because we will have all the park fees prepaid and other expenses incurred by the time of your arrival.

## 11. Accommodation

- **Accommodation in hotels**

- Accommodation type and setup for our private adventures are agreed with our consultants individually.
- Our safari and Kilimanjaro climbing tours include hotel accommodation described in the respective travel packages on our website. Sometimes, however, those hotels may be fully booked. In those cases, an alternative hotel with at least the same standard will be booked for you.

- **Tented accommodation on Mount Kilimanjaro**

- For all our trips, you can accommodate in a single tent if you are a solo traveller. Please note, however, that single tented accommodation on Marangu route of Mt Kilimanjaro is not possible due to park regulations.

## 12. Fitness and Medical information

1. It is your own responsibility to determine whether you are physically fit for a Kilimanjaro climb or a wildlife adventure and assess your health conditions. Upon your request, our consultants may advise you on this matter. At the same time, we recommend seeking a qualified medical opinion if you are not sure.
2. For Kilimanjaro and Meru climb, we may also ask you to provide certain medical information and to complete our medical form. If you have any pre-existing medical condition that may have an impact on your ability to visit mountainous or remote regions of Tanzania, putting yourself and/or other tour participants in danger, we may ask you to have the form signed by a licensed medical practitioner.
3. Failure to provide the medical form and having it signed by a licensed medical practitioner may result in the cancellation of your tour with applicable cancellation fees, as shown in the cancellation clause of these Terms and Conditions.
4. We may decline your request to take part in our tours if, in our sole opinion, your medical condition renders you unfit for participation, i.e. you have certain physical or mental disorders or illnesses that put you and/or other participants in danger.
5. All medical information provided to us will be treated in accordance with the "Treatment of your personal information" clause of these Terms and Conditions.
6. We may cancel your participation in our tours without any refunds in the following situations:
  - If we discover that the medical information provided to us is false, inaccurate or incomplete.
  - If, while taking part in our tour, your medical condition deteriorates to the extent that it puts yourself and/or other tour participants in danger.
7. You will need to cover any costs relating to the cancellation.
8. If you have any special medical or dietary requirements, it is your responsibility to inform us in 30 days before your scheduled arrival in Tanzania. On our side, we shall spare no effort in



trying to make sure that your special requirements are taken care of. Thus, for those following a special diet, we provide vegetarian, vegan, gluten-free and halal meal plans. Yet, you agree that we shall not be liable for any failure to attend to any other special needs. No refunds will be issued in such a case.

9. You also agree that you have been sufficiently informed that some facilities and services, to which you may be accustomed in your country, may be currently unavailable or inaccessible in Tanzania

### **13. Medical Treatments and Travel Insurance**

1. For all our tours, we are not responsible for any medical treatments in any medical establishment or for buying any medicaments. It is your responsibility as a client to cover all these costs or to ensure that you have a current, valid and comprehensive travel medical insurance which covers any medical treatment for you or for any dependents or companions travelling with you.
2. For Kilimnairo and Meru climbing, rescue fees are included in the park fees. This covers, however, only a basic transfer with a portable „stretcher“ down the mountain and a car transfer from the gate to a hospital or any near medical establishment. The rescue fees don't include any further transport like for example a helicopter, etc.
3. It is most recommended that all travelers arrange their personal travel insurance to cover medical, property and other personal risks for the duration of their holiday and safari. Please contact our consultants if you need more information on local travel or medical insurances.

### **14. Vaccinations**

Part of planning your trek should involve doing some research in to what the recommended vaccinations for Kilimanjaro are and consulting your doctor for a health check.

All climbers should have a medical check prior to attempting the mountain. Ask your doctor if high altitude trekking is permissible for your age, fitness level and health condition. Ask if you have any pre-existing medical conditions that can cause problems on the climb. Ask if any of your medications can affect altitude acclimatization. Ask whether Diamox can be taken with your existing prescription medicines.

Vaccination requirements for Tanzania or Zanzibar change and it is important you visit your doctor or local travel clinic to discuss what vaccinations and drugs you require. There is also a risk of contracting Malaria while visiting Tanzania and precautions should be taken. Please see our page for suggested vaccinations.

## **15. Authorities and our Guides**

1. It is important and mandatory to follow all safety instructions and rules of our guides. For trips with more than 1 guide, a chief guide's decision on all expedition arrangements, team management, itinerary, objectives, and any other expedition-related matters will be final.
2. If in the opinion of our guide/chief guide, your physical condition or certain actions may be reasonably harmful or dangerous to yourself or other tour participants, the guide/chief guide may decide that you should descend (his assistant and some porters will be helping you on the way).

## **16. You accept all risk of travel to Tanzania**

1. You understand that your adventures with us may involve visiting remote areas (National parks, rural regions, etc.), where the standards of medical assistance may be different from those available in your home country or may be unavailable at all.
2. In addition to that, you also acknowledge that some adventures offered by us may involve certain risks (for example wildlife, high-altitude, etc.) to your health and safety. You agree that you have carefully evaluated all of those risks and assume full responsibility for them.
3. You release us from all claims and causes of action, which may arise from any losses, damages, injuries or death which may be the result of the risks inherent to your travels in Tanzania.

## **17. Your liability for damaged or destroyed property**

1. We will charge you if you willfully destroy or damage our property, for example, our Kilimanjaro tents, safari vehicles, personal expeditions gear that you may hire from us, hotel furniture, items and appliances and so on.
2. Any indemnification for damage or destruction should be settled in Tanzania, before your departure to the home country.
3. The same rules apply for the properties of accommodation providers and air carriers.

## **18. Equipment and gear for Kilimanjaro climbs**

1. Though all group camping equipment is included in our Kilimanjaro/Meru packages, your personal outfit (mostly clothes for climbing) is not. Thus, you should bring all personal gear for your Kilimanjaro adventure. Our consultants will let you know what you will need for the expedition.
2. If you do not have certain gear, you may hire everything necessary from us. However, remember that personal gear hire is not included in your tour price and extra fees apply.
3. Before the start of your Mt Kilimanjaro trek, our chief guide may ask you to provide your personal equipment for inspection.



## 19. Your luggage and valuables

1. We shall not be responsible for any luggage lost, destroyed or delayed by the airliner or any transportation provider other than our company.
2. In addition, neither are we responsible for being in touch with an airliner checking the status of your lost/delayed luggage, nor are we responsible for transporting it to the hotel after it arrives. If your luggage arrives later than you, you will need to pay a luggage delivery fee of transporting the luggage from the Airport to your hotel.
3. You are responsible for keeping your valuables, such as money, gadgets, jewellery, and other personal possessions or luggage while taking part in our tours. We shall not be responsible for any lost, stolen or damaged property.

## 20. Images and marketing

You understand that we agree that our employees and other tour participants may take photos, videos, and other media images during our tours. These photos and videos may have your image. By taking part in our adventures you agree that we and our partners may use this media material for marketing, promotion, and advertising without any royalty and other payments to you. Please inform our staff if you do not want your image to be captured with any photo or video cameras.

## 21. Force Majeure

We shall not be liable for anything that may happen because of force majeure, which includes, but is not limited to natural cataclysms, war or military operations, breakdowns of the mechanical facilities, fire, vehicles or electrical appliances, civil disturbances, labor strikes, actions of the government authorities, political unrest, insurrections and mutinies, extreme weather conditions and other calamities and situations beyond our reasonable control and which we could not foresee.

## 22. The Laws of Tanzania shall apply

In case of a dispute regarding our products (trips, services, etc.), only Zanzi Trekking and Safaris Limited - and no direct official employee, partner or founder/co-founder of the firm - is liable. Laws of the United **Republic of Tanzania shall apply** in case of any disputes.