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## **DEMI TOURS & TRAVELS TERMS & CONDITIONS**

These are the terms and conditions of any contact between DeMi Tours & Travels (the services provider) and you (all persons traveling with us, named on a booking). They are very important, so please read them keenly. Confirmation of travel with DeMi Tours & Travels implies that you have keenly read, understood and agreed to the terms and conditions described below:

### **1. INTERPRETATION**

Unless the context otherwise provides the following words shall mean:

“Citizen”, this shall mean Tanzanian citizens.

“You(r)” this shall mean any person making bookings for travelling purposes with Demi Tours & Travels also known as a “Client”.

“Demi Tour & Travel Africa”, this shall mean the service provider.

“Us”, this shall mean Demi Tours & Travels.

“Sub-contractor”, this shall mean all third-party service providers like hotels, lodges, balloon companies, airlines, meet and greet service providers, cultural villages, etc

“Representative”, this shall mean, a safari consultant, guide, tour leader, driver provided by DeMi Tours & Travels

“Gorilla Permit” this shall mean a card that authorizes a traveler (above the age of 15) to trek and view gorillas for one hour.

“Supplier”, this shall mean all third-party service providers like hotels, lodges, balloon companies, airlines, meet and greet service providers, cultural villages, etc

“Passenger or Traveler”, this shall mean all clients travelling with Demi Tours& Travels.

### **2. BOOKING AND PAYMENT**

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

2.2 A deposit of 50% of the total value for each person referred to on the booking is required at the time of booking. If a higher deposit is required for any particular booking, this will be indicated before confirmation.

2.3 Another 50% will be paid 45 days before the start of the tour/booking commences.

2.4 If the booking is made within 45 days of the tour start date, 100% payment is required at the time of booking. The contract between us is made when we issue your confirmation invoice.

2.5 At the time of booking, we require full details for all participants (names must be as they appear in passports for non-citizens) but for citizens, the names must be those appearing on your national identity card. (NIDA).

### **3. PRICES**

3.1 All prices are quoted and paid in US Dollars for non citizens and per TZS for citizens.

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

3.3 DeMi Tours reserves the right to substitute accommodation for clients indicated in itineraries, when the tour is not yet confirmed.

3.4 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.

### **4. DESCRIPTIONS AND SERVICE**

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

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

### **5. COMPLAINTS**

5.1 If a you are unhappy with any service or facility provided, you must immediately inform the representative and allow them to attempt to resolve the issue as soon as possible.

5.2 If a representative has been informed and the complaint is not resolved to your satisfaction, a formal complaint can be made to DeMi Tours & Travels in writing. This must be done within 28 days of completion of the tour. We accept no liability for complaints not notified in accordance to this.

## **6. CANCELLATION & REFUNDS**

### ***6.1 Cancellation by a client:***

6.1.1 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.

6.1.2 Cancellation charges are based on the tour price and applied at the following rates: Cancellation received more than 60 days prior to tour start date, loss of 30% of deposit (70% of deposit is refunded).

Cancellation received less than 60-30 days prior to tour start date, loss of 50% of total cost (50% of the total safari cost is refunded).

Cancellation received less than 30 days prior to tour start date, loss of 100% of total cost (no refund).

6.1.3 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.

### ***6.2 Cancellation by DeMi Tours & Travels:***

6.2.1 We reserve the right to cancel your booking and charge cancellation fees (as defined above) should you fail to pay the balance when due.

6.2.2 DeMi Tours & Travels reserves the right to cancel your tour up to 60 days before start date. After this we will not cancel your tour unless it is for a reason outside our control. In such circumstances we will offer you the choice of an alternative holiday if available, or full refund. If we have to cancel your holiday we will offer you:

- 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) A full refund.

6.2.3 DeMi Tours & Travels accepts no liability for any loss or damage arising from cancellations.

## **7. ALTERATIONS**

### ***7.1 Alterations by you***

7.1. 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.

## ***7.2 Alterations by DeMi Tours & Travels***

7.2.1 DeMi Tours & Travels 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 is 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.

7.2.2 In the case of significant alterations, you will be informed as soon as possible and be provided with 4 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) Cancellation with a full refund.

## ***7.3 Alterations by third parties***

7.3.1 DeMi Tours & Travels has no direct control over its suppliers. Where the supplier makes significant alterations, we will attempt to inform you 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.

## ***7.4 Alterations due to circumstances beyond our control***

7.4.1 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, DeMi Tours & Travels 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.

## **8. LIABILITY**

8.1 DeMi Tours & Travels accepts no responsibility for any illness, injury, death, loss or damage of any nature to persons or property arising directly or indirectly from any aspect of your tour.

8.2 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 (eg. hotels, lodges, flights etc) that have good reputation, we do not have direct control over services provided by them and therefore DeMi Tours & Travel Africa cannot be held responsible for errors of such suppliers.

8.3 While we do our best to maintain highest level of safety, travel and adventure have inherent risks associated with them and clients participate at their own risk.

8.4 DeMi Tours & Travels 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).

8.5 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.

## **9. MEDICAL & TRAVEL DOCUMENTS**

9.1 You are responsible for all requirements concerning medical vaccinations and certificates, precautions against malaria, visas, international currency and passports, and DeMi Tours & Travels accepts no liability if such requirements have not been correctly arranged by you.

9.2 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.

## **10. TOUR AUTHORITY**

10.1 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.

10.2 You must always comply with local laws and regulations.

10.3 We reserve the right to refuse any person participation in the tour, or refuse their continuation in the tour and neither DeMi Tours & Travels nor the supplier will be liable for resulting expenses and no refunds will be given. This very rare incident is only likely to happen when behavior is deemed likely to cause danger, inconvenience or hazard to the tour or any third party.

## **11. SUPPLIERS' CONDITIONS**

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

### **DEMI TOURS & TRAVELS AFRICA LIMITED**

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