



### TERMS AND CONDITIONS

These Terms & Conditions govern the contractual relationship between Epaulettes Safaris and yourself. Please read these Terms and Conditions carefully as by booking any tour with us, you acknowledge that you have read and understood these Terms and Conditions and you accept and agree to be bound by these Terms and Conditions.

If you have confirmed a booking on any tours with more than one client named and booked on such a booking, you shall be deemed to have accepted these Terms and Conditions on behalf of all clients named in the booking (including minors and those with a disability) and therefore all clients in that group indicate their acceptance and agreement to these Terms and Conditions. The client who confirmed the booking is considered to be the selected contact person for all other clients named in that booking.

Traveling from the bush or international to the island require a flight while still flight remain optional for the mainland safaris.

To help us provide you with the very best services at the lowest possible prices, and to avoid confusion and misunderstandings, we ask that you read the terms and conditions below carefully.

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

Email: all emails [info@epaulettes.co.tz](mailto:info@epaulettes.co.tz) domain zone.

Phone and WhatsApp: all phone numbers published on Epaulettes Safaris 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 Epaulettes Safaris, please contact [info@epaulettes.co.tz](mailto:info@epaulettes.co.tz)

### Booking your Holiday

Timely payments are essential, as these funds will be used to cover hotel reservations and other tour-related expenses, which - in turn - tend to be fully prepaid in Tanzania. Failure to make timely payments without prior notification of - or arrangements with - our Company may result in cancelling your booking. Any deposit made may be forfeited according to our cancellation policies.

Your contract in respect of your holiday is made with Epaulettes Safaris (the Company), registered in Tanzania and all bookings are subject to these terms and conditions.

All communications by the Company in relation to your holiday will be sent to the address stated on the booking form.

All bookings must be made through an authorized representative of the Company. At the time of booking, the Company booking form must be completed and submitted together with a deposit of 35% of the total cost of the booking.

Receipt of the deposit and booking form by the Company does neither guarantee nor imply confirmation of the booking. No booking shall be confirmed until the Company issues a written notice. The Company reserves the right to refuse a booking without giving any reason and shall in that event return any deposit received.

Your holiday must be paid in full at least 30 days before the departure date. If payment is not received by the due date, the Company reserves the right to cancel the booking and retain the deposit. The person who signs the booking form guarantees payment of the total amount shown on the booking form in accordance with these conditions. It is the responsibility of the signatory to ensure the Company receives payment in full by the due date. No reminders will be sent.

A booking is confirmed and these Terms and Conditions shall apply when Epauettes Safaris have received the applicable deposit from the client and the client has received written confirmation from Epauettes Safaris of such booking. The client confirming the booking must be 18 years of age and above and agrees to provide full, complete and accurate information as requested by Epauettes Safaris to confirm the booking.

Any client confirming a booking on any tours with more than one client named and booked on such booking represents and warrants to Epauettes Safaris that:

They have all requisite consents and authority to make such a booking on behalf of all other clients named on the booking, and has communicated all necessary information to the other clients in order for them to give free and fully informed authorization to do so. The information that they have provided regarding all clients is complete and accurate, and they have obtained all necessary consents and permissions to share such information with Epauettes Safaris for the purposes of completing the booking.

If you book within 30 days of your departure date payment must be made in full at the time of booking.

All special requests, such as dietary requirements, should be noted on the booking form. The Company will provide the service as set out and confirmed in writing.

#### **PRICE POLICY**

The Company is under no obligation to furnish a breakdown of the costs involved in a holiday.

The Company reserves the right to notify you of any increase in price before accepting your booking.

Optionally, you may choose to pay for your holiday in full at the time of booking, in which case your holiday price will be fixed at the cost quoted by the Company at the time. To

qualify for this benefit, you should return the Confirmation Invoice to the Company with full payment to reach the Company within 7 days of the date printed on the Confirmation Invoice.

The financial commitments offered above by the Company mean that the Company is not able to reduce the holiday prices should the value of the USD strengthen.

All payments made to Epauettes Safaris should be free of bank charges and credit card transaction surcharges. Epauettes Safaris is not responsible for any charges levied or charged by third parties and/or financial institutions and payable by the client as a result of credit card or other payment transactions in connection with the purchase of a tour and will not refund or return any fees charged by such third parties in connection with payments made by clients to Epauettes Safaris.

### **CANCELLATION AND CHANGES BY THE COMPANY**

Occasionally it may be deemed necessary to make changes to your holiday and the Company reserves the right to do so at any time, and you will be notified of any changes at the earliest possible opportunity. If a major change to your tour is necessary, providing it does not arise from circumstances beyond the Company's control, you may choose (i) to accept the change of arrangements (ii) to purchase another holiday from us or (iii) to cancel your holiday. Compensation may be payable in cases of major change as detailed below.

No compensation will be payable for minor changes. Minor changes include minimal changes to departure and arrival times, changes to the type of aircraft used and restaurant and accommodation changes to a comparable or superior standard.

Major changes include cancellation, changes to your origin airport, and delays in departure or return by more than 12 hours and accommodation changes to an inferior standard of accommodation.

Compensation will not be paid for changes or cancellations caused by Acts of God (Force Majeure), war, threat of war, riot, civil strike, industrial dispute, terrorist activity, natural or man-made disaster, fire, technical problems to transport, closure or congestion of airports, strikes or other industrial action, adverse weather conditions or any other event beyond the Company's control. It is essential that you take out adequate travel insurance.

The Company reserves the right to cancel your holiday at any time before the date of departure, even after a confirmation notice has been sent. If your holiday is cancelled the Company will refund in full the money you have already paid. No compensation will be payable.

Transportation is subject to the conditions of carriage of the carrier, some of which may limit or exclude liability. These conditions are often the subject of an international agreement between countries and copies of the conditions, which apply to your holiday journey, will normally be found on the carrier's tickets.

If you fail to pay the balance of the holiday price at least 30 days before departure, the Company will treat the booking as cancelled and levy the cancellation charges set out below.

The company also has the right to refuse any person as a member of the tour; if in their opinion that person could endanger the health, safety and enjoyment of others on the tour. In any of the events mentioned above, the company's sole liability and the client's sole remedy will be limited to a refund of any monies paid, less the amount for services already utilized plus administrative fees.

### **CANCELLATION AND CHANGES BY YOU**

You may cancel your holiday at any time providing you notify the Company in writing. The following charges will be levied on any cancellation:

Up to 45 days prior to arrival - no charges

44 to 30 days - 25%

29 to 15 days - 50%

14 to 7 days - 75%

7 days or less - 100%

After the itinerary is confirmed, the client is permitted free of administration charges for one set of amendments, though will be liable for any added cost this may add to the tour, including airline charges, hotels etc. Any further modifications, which are instigated by the client, will incur a charge of 25 USD due to communication and administration expenses that may have been incurred.

### **OUR RESPONSIBILITIES**

The Company does not own or manage the aircraft, accommodation, restaurants and other facilities used in conjunction with the tours arranged. While the Company has exercised care in selecting providers of travel, accommodation, restaurants and other facilities.

The Company is not responsible if you or any member of your party suffer death, illness or injury as a result of any failure to perform or improper performance of any part of our contract with you where such failure is attributable to (i) the acts and/or omissions of any member of the party, or (ii) those of a third party not connected with the provision of your holiday, or (iii) an event which neither the Company nor the service provider could have foreseen or prevented even with due care.

Should any member of your party suffer an illness, injury or death through misadventure arising out of an activity, which does not form part of the holiday the Company, has arranged for you. The Company cannot accept liability. The Company will offer general assistance where appropriate.

The Company regrets that no refund will be made on unused tickets where travel, sporting event or other types of ticket, unless a refund can be obtained from the carrier or provider.

## **YOUR RESPONSIBILITIES**

Each member of the party must have a valid passport, visas and all necessary documentation for the countries they are touring. The Company accepts no responsibility for any delay or expense should your documents not be in order.

You are responsible for checking-in for flights at the correct time and for presenting yourself to take up all pre-booked components of your holiday. The Company cannot accept responsibility for clients missing flights as a result of late check-ins and no credit or refunds will be given if you fail to take up any component of your holiday. No credit or refunds will be given for lost, mislaid or destroyed travel documents.

By booking a holiday with the Company you undertake to behave in an orderly manner and not to disrupt the enjoyment of others on holiday with you nor to do anything to bring the reputation of the Company into disrepute. If you breach this clause your holiday will be terminated with immediate effect and the Company will have no further contractual obligation to you. The Company will be entitled to recover from the offending party and/or the person who signed the booking form compensation for any damage caused.

It is the responsibility of the person who signs the Booking Form to disclose any pre-existing medical conditions that members of their party may have.

All equipment and personal effects shall be all times and in all circumstances at the owner's risk. The Company cannot accept responsibility for any loss or damage or delay to your luggage or effects unless directly caused by the negligence of one of our representatives.

## **SMOKING**

The Company forbids smoking in any vehicle operated by the Company. Frequent stops can be arranged for those who desire to smoke. All accommodation will be reserved with non-smoking rooms unless the client specifically requires a smoking room. Confirmation is depending on hotel availability

## **MEDICAL CONDITIONS**

All clients are obligated to truthfully provide requested relevant medical information to Epauettes Safaris upon booking their tour. Clients are responsible for assessing their own suitability and capability to participate a tour with us. All clients should consult their physician regarding their fitness for taking part in the booked tour. Epauettes Safaris recommends all clients to seek their physician's advice regarding necessary or advisable vaccinations, medical precautions, or other medical concerns regarding the entirety of the client's travel with Epauettes Safaris, Epauettes Safaris does not provide medical advice. Adventure tours provided by Epauettes Safaris involve visiting remote or less developed regions of Tanzania, where medical facilities may not meet the standards of those found in a client's home country. The condition of medical facilities in these areas varies and Epauettes Safaris makes no representations and gives no warranties in relation to the standard of such facilities or medical treatment in those regions.

## **SPECIAL REQUIREMENTS**

Epaulettes Safaris will strive to accommodate the special requests of clients, including (without limitation) dietary and accommodation

requests, but such requests do not form part of these Terms and Conditions or the contract between the client and Epaulettes Safaris. Epaulettes Safaris is not liable for any failure to accommodate or fulfil such requests.

## **RISK**

The client acknowledges that the nature of our tour products is adventurous and may involve a significant amount of risk to clients' health and/or safety. There are dangers inherent to adventure travel generally and the client acknowledges they have considered such risks to health and safety and are willing to assume it to the full extent legally possible, by confirming their booking of this tour. The client hereby assumes all such risk and does hereby release Epaulettes Safaris from all claims and causes of action arising from any losses, damages or injuries or death resulting from these risks inherent in travel, including adventure travel specifically, visiting wild and remote areas, and participating in adventurous activities such as those included in the tour itineraries.

Standards of hygiene, accommodation and transport in some areas where the tours take place are often lower than comparable standards than what the client may reasonably expect in their home country or region.

The client acknowledges that the degree and nature of personal risk involved depends on the nature of the tour booked, or the location(s) in which such a tour is to operate, and that there may be a significant degree of personal risk involved in travel on the tour, particularly if such a tour involves physical activities, travel to remote locations, high altitude activities or other high-risk activities, or travel areas of Tanzania with under-developed infrastructure. The client acknowledges they have considered the potential risks, dangers and challenges in light of their own personal capabilities and needs, and expressly assumes the risks attendant to travel under such conditions. The client acknowledges and agrees that Epaulettes Safaris will provide, to the best of its ability, information or guidance to the client with respect to local customs, weather conditions, specific safety concerns, physical challenges or laws

in effect in any locations where tours are operated, but will not be liable if the client does not act according to the information provided.

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Clients agree that they are responsible for any costs incurred by Epaulettes Safaris, as a result of damage, destruction, theft, or excess cleaning fees caused or occasioned by the client while on tour. Clients agree to immediately report any pre-existing damage of this kind to staff of the accommodation, transportation service, or facility (as appropriate) and/or the Epaulettes Safaris representative as soon as possible upon discovery by the client.

Client agrees to take all prudent measures in relation to their own safety while on any Epaulettes Safaris tour, including, but not limited to, the proper use of safety devices such

as seatbelts, harnesses, and helmets, and obeying all posted signs and warnings in relation to client health and safety.

Epauettes Safaris, nor its Third-Party Suppliers shall not be liable for any failure on the client's part to comply safety instructions or recommendations of Epauettes Safaris or its Third-Party Suppliers.

## **COMPLAINTS**

Client agrees to bring any complaints regarding a tour to Epauettes Safaris as soon as possible in order to provide Epauettes Safaris with the opportunity to address such complaint properly. Client agrees to inform the head guide or other designated Epauettes Safaris representative at the earliest opportunity. Epauettes Safaris assumes no liability for complaints that are not properly brought to the attention of Epauettes Safaris with sufficient notice for Epauettes Safaris to resolve or attempt to resolve any client complaints. Any complaint made after the completion of a tour must be received in writing by Epauettes Safaris within 30 days of the end of the tour in question.

## **THIRD PARTY SUPPLIERS**

### **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;

## **IMAGES AND MARKETING**

The client agrees that while participating in any Epauettes Safaris tour, images, photos or videos may be taken by other clients and/or Epauettes Safaris representatives or Guides that may contain or feature the client in part or in whole. The client acknowledges that they consent to any such images, photos and videos being taken and grants a perpetual, royalty-free, worldwide, irrevocable license to Epauettes Safaris, its affiliates and assigns, to reproduce for any purpose whatsoever (including marketing and promotions), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation to the client or compensation payable to the client.

## **AMENDMENTS**

Epauettes Safaris reserves the right to update and/or alter these Terms and Conditions at any time and shall post the amended Terms and Conditions on the Epauettes Safaris Website. Any such amendment shall take effect 10 days following their posting to the Website. The latest Terms, as amended, may be accessed any time on the Epauettes Safaris website, or will be sent to clients upon their written request to Epauettes Safaris. Clients shall be deemed to have accepted any amendments to these Terms and Conditions on the date that is 10 days after their posting on the Epauettes Safaris website. Epauettes Safaris recommends that all Clients refer to the Terms and Conditions prior to their travel to familiarize themselves with the most up-to-date version of the Terms and Conditions.