



TERMS & CONDITIONS OF BOOKING

ABOUT ALL AROUND TANZANIA SAFARIS

Travelling with All Around Tanzania Safaris is about experiencing fun and excitement, feeling a sense of accomplishment, being inspired by different scenery and interactions, obtaining peace of mind and personal fulfilment that results when you expand your horizons through travel.

All Around Tanzania Safaris is a tour operator that caters to a range of travellers, offering both camping and lodge safaris. Visiting the orphanage where All Around Tanzania Safaris sponsors children is a unique experience provided on all of our safaris trips. Our travellers recognise that with All Around Tanzania Safaris they'll experience a holiday of a lifetime without sacrificing quality.

TERMS & CONDITIONS OF SUPPLY 2015/16

OPERATOR	All Around Tanzania Safaris Pty Ltd
TRADING AS	All Around Tanzania Safaris
ABN NUMBER	68 605 181 851
CONTACT PERSON	Jordy Tarlinton / Rachel Harper
EMAIL	info@allaroundtanzania.com
WEBSITE	allaroundtanzania.com

Please read these Terms carefully as by booking any Product with All Around Tanzania Safaris, or by travelling on a All Around Tanzania Safaris tour or Product you acknowledge that you:

- i) have read and understand these Terms, and;
- ii) indicate your express acceptance of and agree to be bound by these Terms.

If you have confirmed a booking on any Products with more than one client named and booked on such booking, you shall be deemed to have accepted these Terms and Conditions (the "Terms") on behalf of all clients named in the booking (including minors and those under a disability) and travelling on or otherwise participating in any Products (hereinafter "you", the "Client(s)"), and by such travel or participation all passengers indicate their assent to these Terms. The client who confirmed the booking is deemed to be the designated contact person for all other clients named in such booking.

1. THE BOOKING CONTRACT

A booking is confirmed and these Terms shall apply when All Around Tanzania Safaris, or an authorised agent acting on All Around Tanzania Safaris' behalf, have received the applicable deposit from the Client and the Client has received written confirmation from All Around Tanzania Safaris of such booking.

The Client confirming the booking must be no less than 18 years of age and agrees to provide full, complete and accurate information as requested by All Around Tanzania Safaris to confirm such booking. Any Client confirming a booking on any Products with more than one Client named and booked on such booking represents and warrants to All Around Tanzania Safaris that:

- i) they have all requisite consents and authority to make such booking on behalf of all other Clients named on the booking, and have communicated all necessary information to the other Clients in order for them to give free and fully informed authorisation to do so;
- ii) the information that they are providing regarding all clients is complete and accurate, and they have obtained all necessary consents and permissions to share such information with All Around Tanzania Safaris for the purposes of completing the booking; and;
- iii) they will inform all other named Clients on the relevant booking of the applicability of these Terms to the booking and the Clients' relationship with All Around Tanzania Safaris.

2. MEDICAL CONDITIONS

All Clients are obligated to provide requested relevant medical information to All Around Tanzania Safaris upon booking their tour Product, and may be required to complete the All Around Tanzania Safaris Medical Information form, supplied by our reservations team at the point of booking

If:

- (a) a Client indicates has any pre-existing medical conditions which may have any impact on the Client's ability to complete activities included in the tour Product, the Client's ability to travel to remote areas removed from medical facilities, or which may have any impact whatsoever on the Client's ability to travel or the travel experience of others on the Product tour; OR



- (b) a Client has requested a specific option or product such as a Kilimanjaro Climb for which a level of medical approval is required.

Should the Client require approval for a strenuous activity, they must return a Medical Form, duly signed by a licensed, competent and practicing physician, to All Around Tanzania Safaris prior to or in conjunction with that Client's final payment in respect of the applicable booking.

The Client agrees to complete the medical form honestly, accurately and represents and warrants to All Around Tanzania Safaris that they will disclose all relevant medical information accurately and fully. All Around Tanzania Safaris will maintain the information in strict confidence, in accordance with the All Around Tanzania Safaris Privacy Policy. All Around Tanzania Safaris reserves the right to request proof or further information or professional medical opinions in certain instances where it is deemed in the best interests of the Client or necessary for the safe operation of the Products. All Around Tanzania Safaris reserves the right to deny any Client permission to travel or participate in a Product where All Around Tanzania Safaris, acting reasonably, deems necessary with regard to the health and safety of the booking Client, any other Clients travelling with All Around Tanzania Safaris, or All Around Tanzania Safaris staff or representatives, and may use information provided in the Medical Form, expert opinions, and other information in formulating such decision. All Around Tanzania Safaris will provide a written explanation for any such decision upon request from the Client. In the event the Client has made a booking with All Around Tanzania Safaris and subsequently is unable to complete the required medical form for any reason by the deadline indicated above, All Around Tanzania Safaris reserves the right to treat such Client's booking as cancelled, and all applicable cancellation fees shall apply.

Clients are responsible for assessing their own suitability and capability to participate in the tour Product such Client has booked. All Clients should consult their physician regarding their fitness for travel, and adventure travel in particular. All Around Tanzania Safaris encourages 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 All Around Tanzania Safaris. All Around Tanzania Safaris does not provide medical advice. Certain Products may not be suitable for all people due to restrictions posed by limitations in mobility, physical or cognitive disability, pregnancy or various other physical or mental conditions. It is the Client's responsibility to assess the risks and requirements of each Product in light of such Client's limitations, physical and mental fitness and condition, and any medical requirements or issues of such Client. All Around Tanzania Safaris may refuse to carry any persons with a 'at risk' medical condition or a pregnant women over 24 weeks or Clients with certain conditions, if suitable accommodation or alternate Products or services cannot be arranged.

3. SPECIAL REQUIREMENTS

All Around Tanzania Safaris will endeavor to accommodate the special requests of Clients, including (without limitation) dietary and accommodation requests, but such requests do not form part of these Terms or the contract between Client and All Around Tanzania Safaris and All Around Tanzania Safaris is not liable for any failure to accommodate or fulfill such requests.

Client Age Requirements: Clients aged 16 at date of first travel are deemed to be adults, and pay the adult prices. On all Products an adult Client over the age of 18 must accompany every 2 Minor Clients (defined as Clients under the age of 18). Unless otherwise indicated in the tour description, or otherwise by All Around Tanzania Safaris, the minimum age for Clients travelling on tours is 6 years, unless a request is made and approved under special circumstances – such as a private safari.

To travel on a All Around Tanzania Safaris, Clients travelling without a guardian or parent over the age of 18 years must meet the minimum age requirement of 18 years of age as of the date of travel, along with other applicable age restrictions as promulgated from time to time by All Around Tanzania Safaris.

Minors: All Minor Client bookings are subject to review and approval by All Around Tanzania Safaris. If the consent of a parent or any other person is required by applicable law, judgment, or decree for any Minor Client to travel, the accompanying adult Client is responsible for securing all such proper consent and ensuring that they and the Minor Client meet all legal requirements to travel on the applicable Family Trip and to enter into and depart from applicable countries and regions. All Around Tanzania Safaris will not be responsible for any fees, damages, or losses incurred as a result of any failure on the part of a Client to secure such necessary consents, permits, and approvals.

Each Adult on a booking with any Minor Client is joint and severally responsible for the behavior and wellbeing of all Minor Client(s) on such booking, and expressly accepts these Terms on their behalf, including all assumptions of risk and limitations of liability contained herein. Each Adult on a booking with any Minor Client assumes all responsibility for supervising and monitoring such Minor Client(s). All Around Tanzania Safaris does not provide care services for Minor Client(s) and All Around Tanzania Safaris and its representatives expressly disclaim any responsibility for chaperoning or controlling any Minor Client(s).

Family Tour Requirements: In order to book any Products designated on All Around Tanzania Safaris website, in relevant brochures, or otherwise indicated by All Around Tanzania Safaris to be a "Family Unit". A "Family Unit" shall consist of a group of two or more Clients, travelling and booking together, where at least one such Client is a child in the care of at least one of the accompanying adults. One child may accompany one or more adults for the purposes of being considered a "Family Unit". By way of example, A child is no longer classified as a child at 16 years of age and is then an classed as; and paid for as an adult. Children under 16 years of age share a room with two adults - a maximum of two children per two adults



and a roll-away bed(s) is/are supplied. If the client is on a camping safari then an additional tent is supplied, again at two adults and two children scenario. Should a child (teenager) want their own bed, room or tent during their safari then they must pay an adult price to ensure this. Should a family of more than two children: two adults ratio be travelling together then an adult price must be paid for one of the children travelling to ensure comfort and an additional room on their safari.

All Around Tanzania Safaris reserves the right to cancel the booking of any Clients travelling or purporting to travel on a Family safari who, in its sole discretion, do not properly constitute a Family Unit in accordance with this section or otherwise do not meet All Around Tanzania Safaris' requirements of participation in a Family safari.

Safari travel, as offered by All Around Tanzania Safaris, by its nature involves visiting remote or less developed regions, where medical facilities may not meet the standards of those found in a Client's home country. The condition of medical facilities in the countries in which All Around Tanzania Safaris operates varies and All Around Tanzania Safaris makes no representations and gives no warranties in relation to the standard of such facilities or medical treatment in those regions.

4. INSURANCES

The client must purchase their own travel insurance that covers a minimum level of rescue, evacuation, force majeure and any losses at their own cost, covering all applicable dates of any travel with All Around Tanzania Safaris and this insurance must cover personal injury and emergency medical expenses. Insurance details must be supplied to our operations team prior to your safari commencing. It is strongly recommended and encouraged that Client's also extend their coverage to include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client. The Client acknowledges that the cost of the tour does not include any insurance coverage for such Client, and that the Client is required to obtain separate coverage at an additional cost to the Product tour price. When obtaining travel insurance the Client must ensure the insurer is aware of the type of travel to be undertaken so that the insurer may properly cover travel on the applicable All Around Tanzania Safaris Products.

5. PRICES, SURCHARGES AND TAXES

Due to the nature of safari, national park and wildlife travel and touring, and the consequent prices of the resources on which it depends, the published price of any Product is subject to change at any time, before or after booking confirmation, up to 30 days before the departure of such Product. Tours are priced and advertised exclusive of applicable sales taxes. After a Confirmation Invoice has been issued by All Around Tanzania Safaris to the Client, All Around Tanzania Safaris reserve the right to impose surcharges on any Product(s), but only for the subcontracted products (such as safari add-ons, insurance, and taxes). All Around Tanzania Safaris shall provide notice to the affected Client as soon as reasonably possible upon learning of the necessity to impose a surcharge in accordance with this section.

Upon receiving notification from All Around Tanzania Safaris the affected Client(s) may elect to either:

- (a) cancel the applicable subcontracted product booking without incurring any penalty; or
- (b) accept the change of price.

The Client must notify All Around Tanzania Safaris of their election within 14 days of receipt of notice of the price increment, or they shall have been deemed to have accepted the price change and have accepted liability for payment of the increase.

From time-to-time All Around Tanzania Safaris may offer reduced pricing on selected Product tours. The reduced pricing applies strictly to new bookings, and bookings that have already been confirmed (which for these purposes shall mean bookings in respect of which payment of at least a deposit has been received by All Around Tanzania Safaris) are not entitled to the reduced pricing.

6. VALIDITY

All departure dates and itineraries are indicative only at the time of Booking. Changes, revisions, or other amendments may be made to the particulars contained in any All Around Tanzania Safaris brochure or on the All Around Tanzania Safaris website before a contract is concluded, and such changes, revisions or amendments shall be incorporated herein as of the date of such amendment.

The Client acknowledges that due to the changing nature of travel, they are responsible for keeping up to date on the details of their travel via the All Around Tanzania Safaris newsletters sent from 3 months prior to departure to ensure the Client has the most current Trip Details for the relevant Product tour as minor changes may have been made since the confirmation of booking. If you do not receive these emails, please check your spam or junk folder, alternatively you can contact the All Around Tanzania Safaris team to request another copy. All Around Tanzania Safaris cannot be made liable for changes that were sent to client and not read prior to departure.

7. DEPOSITS

Safaris and Subcontracted Products: At time of booking any Product a non-refundable deposit 25% of the total tour amount, per person per tour is due from the Client to All Around Tanzania Safaris. If the Product is booked on the All Around Tanzania Safaris website then full payment is required at the time of booking. We can organise a deposit set up directly via



our contact centre, unless the booking is made 90 days or less prior to departure, then full payment is due at the time of booking. The non-refundable deposit should be sent to All Around Tanzania Safaris or to the authorised Agent through whom the Client has booked, depending on the original form of booking. All Around Tanzania Safaris-designated FIT tours, or certain Products combined with other forms of Products may require a higher deposit or full payment at the time of booking, which will be advised prior to the confirmation of such booking.

Exceptions: The above deposit terms may not correspond to any special offers or discounted tours advertised online or via our chosen travel agencies. Please refer to the separate terms and conditions of the respective sale at the time of advertisement.

8. CANCELLATION

8.1 CANCELLATION BY THE CLIENT

A Client may cancel their booking by notifying All Around Tanzania Safaris or their booking Agent, where applicable. The applicable cancellation fees shall be determined with reference to the date on which the request to cancel is received by All Around Tanzania Safaris and are expressed hereinafter as a percentage of the total price paid for the cancelled Product, excluding any insurance products.

(a) Cancellation at the time of deposit: 25% cancellation fee of the retail rate

(b) Cancellation fees prior to the 90 day policy will take into account any pre booked accommodation, subcontracted products and company losses at the time of the booking to determine the full cancellation fee.

(c) 90 days prior to departure: 100% cancellation fee of the retail rate

8.2 CANCELLATION BY ALL AROUND TANZANIA SAFARIS

- (a) All Around Tanzania Safaris reserve the right to change or cancel your booking in accordance with operating requirements or circumstances beyond control.
- (b) Should change or cancellation prove necessary; All Around Tanzania Safaris will give you reasonable notice thereof, in the circumstances, and where available, offer you a comparable alternative.
- (c) If an alternative is not available or acceptable, you will be entitled to either a full refund of monies paid by the customer to All Around Tanzania Safaris or transfer to another All Around Tanzania Safaris tour without payment of any transfer fee.
- (d) If the change or cancellation is due to force majeure (i.e. circumstances like political unrest, war or threat of war, riots, civil strife, closure of airports or ports, industrial disputes, terrorist activity, natural and nuclear disasters, fire, epidemic or health risk, Acts of God, adverse weather conditions or other similar events beyond All Around Tanzania Safaris control) All Around Tanzania Safaris will endeavour to find an alternative equal in value reasonable expenses incurred by All Around Tanzania Safaris in respect of your booking.
- (e) All Around Tanzania Safaris is not responsible for the costs of any other travel arrangements affected owing to cancellations or rescheduling of any tour departure.

9. AIRFARES

Product tour prices do not include international airfare or any other flights unless expressly mentioned in the inclusions. Please consult the air carrier's applicable terms and conditions and/or conditions of carriage for important information regarding cancellation terms, limitations of liability, and other disclaimers. All Around Tanzania Safaris is not responsible for changes in air itineraries or flight times and does not provide advice or alerts regarding air tickets or flight status or delays in relation to meeting your safari departure time and date.

10. TRAVEL DOCUMENTS

The Client is entirely responsible for securing and must be in possession at all times while on a Product tour of a valid passport required for entry, departure and travel to each country or region visited or travelled through throughout the itinerary of the applicable Product tour, and for re-entry to the Client's country of residence or departure (passport must be valid 6 months past the last date of travel with All Around Tanzania Safaris), as well as all visas, permits and certificates including vaccination certificates, insurance policies, required for entry into all regions and participation in all parts of the Product tour itinerary. The Client accepts full responsibility for obtaining all such documents, visas and permits prior to the start of the Product tour, and is solely responsible for any adverse consequences resulting from missing or defective documentation. Client agrees that they are responsible for the full amount of any loss or expense suffered or paid by All Around Tanzania Safaris which are a direct result of the Client's failure to secure proper travel documentation. All Around Tanzania Safaris does not represent or warrant the accuracy of any information or advice given by All Around Tanzania



Safaris regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. and Client agrees that All Around Tanzania Safaris is not responsible for any errors or omissions in such information.

11. FLEXIBILITY, UNUSED SERVICES & TOUR CHANGES

The Client acknowledges by booking a Product and/or agreeing to travel with All Around Tanzania Safaris that the nature of safari travel requires considerable flexibility and acknowledges that they will permit reasonable alterations to the Product and/or itinerary by All Around Tanzania Safaris. The Client acknowledges their understanding that the route, schedules, itineraries, amenities and mode of transport may be subject to change without prior notice due to circumstances or events, which may include sickness or mechanical breakdown, incidents in the location where the Product will be operated, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, extreme weather and other unpredictable or unforeseeable circumstances which are beyond the reasonable control of All Around Tanzania Safaris and that All Around Tanzania Safaris is not liable to any Client for such changes or amendments.

All Around Tanzania Safaris shall not be liable for or pay any discounts or refunds for missed or unused services which were missed or unused by the Client due to no fault of All Around Tanzania Safaris, its agents, or representatives, which shall include any termination of the Client's participation in the tour Product due to the Client's own fault, negligence or breach of these Terms.

Changes made by All Around Tanzania Safaris: Reasonable changes in the itinerary of any Product may be made where deemed necessary or advisable for operational reasons by All Around Tanzania Safaris, in its' sole discretion. If All Around Tanzania Safaris makes a Material Change (defined as a change affecting at least one in three full tour days of the itinerary, or which materially affects the character of the Product in its entirety) to any Product, All Around Tanzania Safaris will inform the Client(s) booked on such Product of any Material Change as soon as reasonably possible, provided that there is sufficient time before departure to properly notify all affected Clients. If a Material Change is made more than 14 days prior to departure, the affected Client may elect to:

- i) accept the Material Change and proceed with the amended Product;
- ii) book another Product of equivalent or greater value, if available (Client shall be responsible for paying any difference in price between the amended Product and the Product booked in its place);
- iii) book another Product of a lower value, if available, with a refund payable to the Client of the difference in price; or
- iv) cancel and receive a full refund of all monies paid in respect of the land-only portion of the applicable Product (and for clarity, this shall not extend to additional Products booked by the same Client which are not subject to any Material Change).

The affected Client must notify All Around Tanzania Safaris or their travel agent of their decision within 14 days of receiving the notification of alteration, or they shall have been deemed to accept the Material Change and deemed to have agreed to the amended Product itinerary.

Once a Product tour has departed, changes to such Product's itinerary may be necessary or advisable as a result of unforeseen circumstances or other reasons related to effective Product operation, health, safety, Client enjoyment, or Client comfort. Any such changes are at the discretion of All Around Tanzania Safaris. The Client acknowledges that they must have reasonable financial resources to cover incidental expenses on every Product on which they travel, whether or not they arise from a change in the itinerary or from the travel itself, and that All Around Tanzania Safaris shall not be liable for any Client's failure to prepare adequately for their travel and unforeseen circumstances which may arise during such travel. All Around Tanzania Safaris will not be liable for any indirect and or consequential losses associated with any changes to a Product's itinerary.

Changes made by the Client: Client is responsible for ensuring that information provided to All Around Tanzania Safaris in making their booking is accurate, up-to-date, and correct. Bookings are not transferable to other Products. Any changes to the travelling Client's name on any Product booking are subject to All Around Tanzania Safaris' approval. Any changes to a file will depend on availability and will be on a request basis and subject to All Around Tanzania Safaris' approval. Any extra costs incurred for making the change will be charged to the Client along with an administrative fee. No changes are permitted to any booking within 14 days of departure of the first Product to depart under the applicable booking. Should changes made by the client incur an additional fee then this will require full payment prior to departure.

12. CLIENT'S ACCEPTANCE OF RISK

The Client acknowledges that the nature of Product is adventurous and may involve a significant amount of risk to Clients' health and/or safety. There are dangers inherent to safari travel generally and Client acknowledges they have considered such risks to health and safety and are willing to assume it, by confirming their booking of such Product. The Client hereby assumes all such risk and does hereby release All Around Tanzania 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 foreign destinations, and participating in adventurous activities such as those included in Product itineraries. Standards of hygiene, accommodation and transport in some countries where Product 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 Product booked, or the location(s) in which such Product is to operate, and that there may be a significant degree of personal risk involved in travel on the Product, particularly if such Product involves physical activities, travel to remote locations, participation in wild life game driving or other high-risk activities, or travel to countries with under-developed infrastructure. The Client



acknowledges she or he has 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 All Around Tanzania Safaris is not responsible for providing 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 Products are operated.

The Client must at all times strictly comply with all applicable laws and regulations of all countries and regions visited on the applicable Product tour. Should the Client fail to comply with the above or commit any illegal act when on the tour or, if in the opinion of the All Around Tanzania Safaris (acting reasonably), the Client's behavior is causing or is likely to cause danger, distress or material annoyance to others, All Around Tanzania Safaris may terminate that Client's travel arrangements on any Product immediately without any liability on All Around Tanzania Safaris' part and the Client will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the travel arrangements, including, without limitation, return travel, accommodations, meals, and/or incidentals.

Clients agree that they are responsible for any costs incurred by All Around Tanzania Safaris, All Around Tanzania Safaris' suppliers or All Around Tanzania Safaris' partners, 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 an All Around Tanzania 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 All Around Tanzania Safaris tour Product, 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. All Around Tanzania Safaris, nor its Third Party Suppliers (as hereinafter defined) shall not be liable for any failure on the Client's part to comply safety instructions or recommendations of All Around Tanzania Safaris or its Third Party Suppliers.

Client agrees to bring any complaints regarding a Product to All Around Tanzania Safaris as soon as possible in order to provide All Around Tanzania Safaris with the opportunity to address such complaint properly. Client agrees to inform the Tour Leader or other designated All Around Tanzania Safaris representative at the earliest opportunity, or to the All Around Tanzania Safaris local Office Manager at the nearest location to the applicable Product tour, or to All Around Tanzania Safaris' Customer Service department directly. All Around Tanzania Safaris assumes no liability for complaints that are not properly brought to the attention of All Around Tanzania Safaris with sufficient notice for All Around Tanzania Safaris to resolve or attempt to resolve any Client complaints. Any complaint made after the completion of a Product tour must be received in writing by All Around Tanzania Safaris via its Agents or directly within 30 days of the end of the tour Product in question.

13. THIRD PARTY SUPPLIERS

All Around Tanzania Safaris may make arrangements with accommodation providers, activity providers, airlines, cruise lines, coach companies, transfer operators, shore excursion operators, tour and local guides, and other independent parties ("Third Party Suppliers") to provide you with the travel services and other services you purchase or which form the component parts of your product Tour. Third Party Suppliers may also engage the services of local operators and/or sub-contractors for the provision of travel services that form part of the product Tour(s). Although All Around Tanzania Safaris takes all reasonable care in selecting Third Party Suppliers, All Around Tanzania Safaris is unable to control Third Party Suppliers and do not supervise Third Party Suppliers and therefore cannot be responsible for their acts or omissions. The travel services and other services provided are subject to the conditions imposed by these suppliers and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements that govern the provision of their services. These may limit or exclude liability of the supplier. Client acknowledges that Third Party Suppliers operate in compliance with the applicable laws of the countries in which they operate and All Around Tanzania Safaris does not warrant that any Third Party Supplier is in compliance with the laws of the Client's country of residence, or any other jurisdiction.

ALL AROUND TANZANIA SAFARIS IS NOT LIABLE AND WILL NOT ASSUME RESPONSIBILITY FOR ANY CLAIMS, LOSSES, DAMAGES, COSTS OR EXPENSES ARISING OUT OF INCONVENIENCE, LOSS OF ENJOYMENT, UPSET, DISAPPOINTMENT, DISTRESS OR FRUSTRATION, WHETHER PHYSICAL OR MENTAL, RESULTING FROM THE ACT OR OMISSION OF ANY PARTY OTHER THAN ALL AROUND TANZANIA SAFARIS AND ITS EMPLOYEES. For clarity, neither All Around Tanzania Safaris nor any carrier is liable for the acts or omissions, whether negligent or otherwise, of Third Party Suppliers or any independent contractors.

14. OPTIONAL EXTRAS

Optional Extras (which for the purposes of this section mean any activity, transportation, meal, or any other product or service not expressly included in the Product description or itinerary, or in the price of the Product) do not form part of the tour or Product. Client agrees that any assistance given by All Around Tanzania Safaris' Tour Leaders or other All Around Tanzania Safaris' representative in arranging, selecting, or booking, any Optional Extras is purely at the request of the Client, and All Around Tanzania Safaris makes no warranties regarding such information and expressly disclaims any liability whatsoever arising from any Optional Extras or participation thereon by any Client, or any information provided by any All Around Tanzania Safaris representative or Tour Leader regarding any Optional Extras. Accordingly, the Client hereby releases All Around Tanzania Safaris from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to or arising from participation in or booking of Optional Extras.

These contractors contract directly with the Client for their services. Neither All Around Tanzania Safaris nor the Carrier is responsible for any such person's acts or omissions in providing goods or services to the Client.

Subcontractors are subject to their own set of Terms and Conditions, separate and apart from these Terms, and may be reserved after an Expedition Trip has been booked and confirmed. All Clients must ensure that they are fit and healthy to



undertake optional extra tour requirements.

Any Client using such services or activities shall be deemed to agree and consent that any liability for any loss, damages, death, personal injury, illness, emotional distress, mental suffering or psychological injury or loss of or damage to property shall be the sole responsibility of the provider of such service or activity.

15. LIABILITY

All Around Tanzania Safaris is not responsible for any damages, expenses, losses, or claims which are attributable to the fault of any Client, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services that form any part of the Product(s), or a force majeure event (as herein defined).

All Around Tanzania Safaris shall have no liability for loss, theft of or damage to baggage or personal effects of Clients while participating in a Product tour. Clients should not leave personal belongings unattended in any public areas, on board any mode of transportation, or elsewhere, and are responsible at all times for their own effects and belongings. All Around Tanzania Safaris cannot accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by All Around Tanzania Safaris such as hotels, homestays, vessels, expedition vehicles, or any other mode of transportation.

In the event that any loss, death, injury or illness is caused by the negligent acts and/or omissions of All Around Tanzania Safaris or of the third-party suppliers of any services which form part of the Contract then All Around Tanzania Safaris limits its liability, where applicable by all applicable International Conventions.

For claims not involving personal injury, death or illness or which are not subject to the Conventions referred to above, any liability All Around Tanzania Safaris may incur for the negligent acts and/or omissions of its suppliers shall be limited to a maximum of the price which the Client paid for the Product, not including insurance premiums and administration charges. Where this relates to loss of and/or damage to luggage and/or other personal possessions then All Around Tanzania Safaris liability will not exceed \$1,000. All Around Tanzania Safaris will not at any time be liable for any loss of or damage to valuables of any nature. The Client agrees that they shall be precluded from making a double recovery by making the same claims and seeking recovery against All Around Tanzania Safaris and its suppliers, contractors or other third parties.

16. FORCE MAJEURE

All Around Tanzania Safaris shall not be liable in any way to the Client for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for All Around Tanzania Safaris failure to commence, perform and/ or complete any duty owed to the Client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of All Around Tanzania Safaris; or an event which All Around Tanzania Safaris or the supplier of services, even with all due care, could not foresee.

17. PRIVACY POLICY

All Around Tanzania Safaris must collect personal information from Clients in order to give effect to any booking, to deliver the Products and any collateral services, to assist in evaluating such Products. All Around Tanzania Safaris takes care to safeguard all Client information and protect the privacy of all of our Clients. All Around Tanzania Safaris collects, uses and discloses only that information reasonably required to enable us to provide the particular Product or service that you have requested as described in All Around Tanzania Safaris' Privacy Policy, which can be accessed any time via our website and is expressly incorporated into these Terms. In particular, All Around Tanzania Safaris may share your information, as necessary, with our third-party suppliers and operators who deliver services or component parts of Product to Clients, in order to enable them to provide such products and services. All such third parties are bound by the terms of the All Around Tanzania Safaris Privacy Policy. By submitting any personal information to All Around Tanzania Safaris, Clients indicate their acceptance of the terms of All Around Tanzania Safaris' Privacy Policy.

18. SEVERABILITY

In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from these Terms or amended accordingly only to such extent necessary to allow all remaining terms and conditions hereof to survive and continue as binding. If any provision of these Terms is found to be so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

19. APPLICABLE LAW

This contract is governed by and will be construed according to the laws of NSW and the Commonwealth of Australia.

- (a) Any failure or delay by either party in exercising any rights or remedy will not constitute waiver.
- (b) If any part of this contract is deemed to be illegal, void or unenforceable, that part of the contract will be severed to the extent of that illegally, voidness or unenforceability, without invalidating the remaining provisions.



- (c) In this contract, unless the context otherwise requires, a business day is a day on which banks are open for business in Sydney, NSW, Australia and all references to dollars are to US dollars, unless otherwise stated.

20. AMENDMENTS

All Around Tanzania Safaris reserves the right to update and/or alter these Terms at anytime, and shall post the amended Terms on the All Around Tanzania 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 All Around Tanzania Safaris' website or will be sent to Client upon their written request to All Around Tanzania Safaris. Clients shall be deemed to have accepted any amendments to these Terms on the date that is 10 days after their posting on the All Around Tanzania Safaris' website. All Around Tanzania Safaris recommends that all Clients refer to the Terms prior to their travel to familiarise themselves with the most up-to-date version hereof.