

# The Map's Edge Limited

(Valid 1<sup>st</sup> August 2011 and applicable on all safaris from that date onwards)

## TERMS AND CONDITIONS

### Definitions:

Throughout this document, 'MEL' and 'the Company' refers to The Map's Edge Ltd, Box 381, Usa River, Arusha, Tanzania.

Agent refers to Travel Agent or Tour Operator contracted by the client to book a safari with The Map's Edge Ltd.

'The Client/s' refers to the Person or Persons booking the safari itinerary and in direct contact with The Map's Edge Ltd as well as all members of the group travelling with this person on the itinerary. If the person booking the safari itinerary is not traveling with the group, then 'the Client/s' refers to every person traveling in the group on the itinerary during the period of safari.

'You' refers to the Client/s booking the safari direct with The Map's Edge Ltd.

### 1. Payment & Deposit Terms.

All safari reservations must be made and confirmed in writing by email.

You will receive a quote (costed itinerary) for a tailor-made safari. On acceptance of this quote, by you The Map's Edge Limited will require a 40% non-refundable deposit to confirm the safari and full payment 60 days prior to the start of the safari. By sending the deposit, you are agreeing to the Terms and Conditions stated in this document

Should full and final payment not be received by 60 days prior to the safari, we reserve the right to release the booking.

We also reserve the right to increase the deposit payable for confirmation, should any third party supplier require a deposit in excess of 40%.

All Bank charges are your responsibility. All amounts due to MEL must be settled nett of Bank Charges or any other taxes and levies applicable to such transactions.

Please note that we can only hold unconfirmed reservations for a strictly limited amount of time. This will be clearly indicated in the correspondence as each camp/lodge has differing parameters. Wherever possible, MEL will send a reminder for provisional bookings that are due to expire. However, MEL will not be responsible for lost bookings where no reminder has been sent.

### 2. Pricing

Once you have made your booking, we guarantee to honour the prices given by MEL for each individual item shown in the quotation, with the following exceptions

- Estimated price rises. Where we are making a booking for a period of time that we do not yet have prices from a supplier, we usually include an estimated price rise. If these price estimates are below the actual price charged when the actual rates are published by the supplier, then MEL will revise the quote accordingly.
- Regulatory fees and taxes: Although the Company hopes that it will not have to levy surcharges, it reserves the right to do so on the invoiced amount should this become necessary due to increases forced upon us by any of our agents or suppliers, as well as through exchange rate fluctuations,

new government levies or taxes, changes in Park, Reserve, Conservation Area or Community fees. The Company will endeavor to notify you or your agent in writing as soon as it is aware of any likely surcharge. This surcharge will apply to all confirmed and invoiced safaris, regardless of whether payment has been received or not by The Map's Edge Ltd.

- Major errors: In the event of a major error having occurred in our quotation whereby we have significantly undercharged for a trip, we reserve the right to withdraw our offer.

### **3. Cancellations and Refunds**

Cancellations & postponements of confirmed safaris are only effective on receipt of a written notification, whereupon the deposit is forfeited.

In the event of the cancellation or postponement of a confirmed safari, you will immediately become liable for a percentage of the full safari cost, as set out below:

- **Confirmed safaris cancelled 60+ days prior to arrival – full deposit is forfeited**
- **Confirmed safaris cancelled 31 to 60 days prior to arrival – 50% of full safari cost is payable**
- **Confirmed safaris cancelled less than 31 days prior to arrival – 100% of full safari cost is payable**

For bookings for large groups involving 4 rooms or more:

- **Safaris cancelled between 120 and 61 days prior to arrival – 20% of full safari cost is payable.**
- **Safaris cancelled 31 to 60 days prior to arrival – 50% of full safari cost is payable.**
- **Safaris cancelled less than 31 days prior to arrival – 100% of full safari cost is payable.**

Should clients fail to join the safari or join it after the departure date, no refund can be made.

Please note that if the reason for cancellation or postponement falls within the terms of any holiday insurance that the clients are holding, then any such charges will normally be refunded to the clients by their insurance company, subject to the terms of their insurance.

All clients traveling with The Map's Edge Limited are required to obtain full travel and medical insurance valid from the date of confirmation of the safari, which will cover claims including, but not limited to, cancellation charges, medical care and lost luggage. If you are climbing Kilimanjaro, the insurance must cover high altitude activities. If you intend to Scuba dive, bungee jump, balloon ride or any other active sports, the insurance must cover these activities.

MEL can only accept changes to a safari itinerary, after the trip has started, on receipt of a written request for MEL to go ahead and make changes on the clients' behalf. Any changes to the safari that will incur additional costs and services will also need written authorization in order for MEL to proceed with the changes. All such charges must be settled by the client direct to the relevant supplier at the time of the booking, unless a written agreement is made with The Map's Edge Ltd on itineraries where an agent is involved, stating that the agent is responsible for payment of all such charges. If payment is being made to MEL, with MEL's agreement, this must occur before the clients leave the country at the end of their safari.

Should any luggage unfortunately go astray during any flight or road transfers, then MEL will have to pass on any costs incurred in the retrieving and the sending on, of the luggage.

### **4. Ground Handling Waiver.**

In the event of any cancellations, change or delay to client ground handling arrangements by any of our suppliers (including, but not limited to, flights, activities transfers and accommodation bookings), The Map's Edge Limited will make every effort to assist clients with re-arrangements in the field to minimize disruption to client itineraries. It must, however, be expressly understood that any costs incurred by The Map's Edge Limited in this regard will be passed directly onto the client. We strongly recommend that clients are insured for such eventualities.

The Map's Edge Ltd will assist clients where possible and will endeavor to inform clients and agents in advance of any such charges but we do not guarantee to do so. In the event that an agent or client was not informed in advance, the client will be responsible for paying the full charges at the time of booking of the alternative arrangement.

The Map's Edge Ltd is not responsible for any travel arrangements made directly by the agent or the client involving any supplier of any services, other than bookings made through The Map's Edge Ltd. We reserve the right to pass on all costs incurred, including an administration charge, if we are obliged to make any arrangements whatsoever with respect to these bookings. All such charges must be settled by the client direct to the relevant supplier at the time of the booking, unless a written agreement is made with The Map's Edge Ltd on itineraries where an agent is involved, stating that the agent is responsible for payment of all such charges. If payment is being made to MEL, by agreement, this must occur before the clients leave the country at the end of their safari.

## **5. Suitability and behavior**

We reserve the right, to our absolute discretion, to terminate without notice, the trip arrangements of any client whose behavior is such that it does, or is likely in our reasonable opinion or in the opinion of any operator or any other person in authority, to cause distress, damage, danger or annoyance to any third party or to cause damage to property

Our trips can be physically demanding, it is your responsibility to disclose an accurate account of any limitations in your mobility and all other relevant information relating to your health and fitness at the time of booking. You must also advise us of any change to your level of mobility or health and fitness between booking and starting of your trip. You are also responsible for providing the same information for every member of the group traveling on the safari. We reserve the right in our absolute discretion to terminate without notice the trip arrangements of any client who is likely in our reasonable opinion or in the opinion of any operator or any other person in authority to be unable to cope adequately with the demands of the trip.

In either of these circumstances, all the obligations to you and the members of your group under this contract or otherwise shall cease. Full cancellation charges apply and we shall not be liable for any refund, compensation or costs incurred by you or members of your group whatsoever.

Some itinerary activities have a minimum age limit or a general age restriction. These include, but are not limited to, shared game drives, walking safaris, chimpanzee and gorilla treks, fly camping, water sports, ballooning, extreme sports. Some accommodation facilities also apply a minimum age limit or an age restriction. If there are children under the age of 18 years in the safari group, it is the responsibility of the client to inform **MEL at the time of the initial booking request** of the exact ages of the children at the time of the safari. MEL reserves the right not to accept to book a safari itinerary on behalf of a client if MEL deems the child too young or if the itinerary is inappropriate for whatever reason. The supervision of children under the age of 18 years during the contracted safari period is the responsibility of the parents. MEL accepts no responsibility for booking and costing children on activities that they are then unable to participate in due to age restrictions if MEL has not been informed of the correct ages of the children at the time of the initial booking request.

## **5. Refunds**

Whilst MEL strives to ensure that all anticipated accommodation is available as planned, there can be no claim whatsoever against MEL for a refund, either in part or whole, if any accommodation or excursion is unavailable or the client was unable to use that service.

## **6. Baggage on all flights for clients.**

Air Passengers are limited to soft bags and with a maximum total weight of 15kgs. Limitations are strictly adhered to on all flights within Tanzania and Regional flights to other East African countries. This limitation includes hand baggage. If any luggage in excess of the weight limit is refused by the pilot at the airstrip, the client will be responsible for any costs incurred in forwarding this luggage to the next available destination.

## **7. Risks.**

The Map's Edge Ltd specifically draws your attention to the fact that there are certain inherent risks involved in participating in the type of safaris sold and operated by MEL and that, by making payment for all or part of the safari cost, you and the clients are thereby accepting that the safari is entirely at their own risk. Neither MEL, nor its employees, directors, shareholders, suppliers and agents can be responsible for any accident, injury, illness or death sustained during the course of the safari, whether or not this accident, injury, illness or death is deemed to be caused through negligence on the part of MEL, its employees, suppliers or agents.

The Map's Edge Ltd does not accept responsibility for any theft or loss of personal belongings that occurs while the clients are on safari. This includes, but is not limited to, any theft that occurs at an accommodation facility, during flights, in transit, transfers or any excursions or activities.

All clients are strongly advised to insure themselves and their property fully for the duration of the safari.

Emergency Evacuation Cover, purchased through AMREF (The Flying Doctors Society) is mandatory for any safari booked through The Map's Edge Ltd. If this cover is not purchased through The Map's Edge Ltd, the booking agent is responsible for ensuring the cover is in place and providing The Map's Edge Ltd will full details of the cover for each client in advance of the safari. The Map's Edge Ltd does not accept any safari bookings which are not specifically covered by AMREF.

Failure by agents to provide AMREF emergency evacuation cover for their clients may result in delays on medical evacuation while payment confirmation formalities are processed and this will increase the risk of complications, serious delay and severe consequences.

While The Map's Edge Ltd will assist in any way possible, we are not a medical facility and we are not responsible for providing any medical diagnosis, advice or treatment for clients. The Maps' Edge Ltd is also not responsible for covering any costs incurred for medical treatment or any evacuation for clients while on safari, nor are we responsible for any complications which may result from a delay in arranging the medical evacuation.

## **8. Travel Documents and Health.**

The onus is on the client to ensure that passports, visas, travel permits, health certificates, inoculations or other documentation required for the trip are obtained in reasonable time and are in order. MEL, their Staff and Agents cannot be held responsible for any failure by the clients to comply with such requirements.

It is the responsibility of the clients to take all appropriate medical advice prior to departure as to whether or not the client is fit enough to undertake the trip booked. Cancellation charges will be applied if a confirmed trip, or part of a trip, is cancelled for this reason.

## **9. Force Majeure.**

- a) "Force Majeure" means, in relation to the Company, any circumstances beyond the reasonable control of the Company (including, but without limitation, war or threat of war, sabotage, civil disturbance, or requisition, acts of God, fire, accident, flood or explosion, sickness, quarantine, Government intervention, weather conditions or other untoward occurrences).
- b) If the Company is affected by Force Majeure it shall as soon as practicable notify you or the nature and extent thereof.
- c) The Company shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.
- d) If the Company is affected by Force Majeure it shall be entitled to and may in its absolute and sole discretion, cancel or vary any arrangements or itinerary in relation to the safari. Payment of any refund by the Company as a result of the non-performance of any of the Company obligations hereunder shall remain in its sole and absolute discretion although the Company shall use its reasonable endeavors to reimburse you where possible. However, the Company shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to the Company of the Force Majeure.
- e) Regarding Civil unrest, once the Company has investigated the prevailing situation as it deems fit, it shall remain in the Company's sole and absolute discretion whether to proceed with the safari. You may in such circumstances cancel the trip. However, if, after having made all reasonable and proper inquiries, the Company

is of the opinion that the trip may proceed, no refund will be payable to you and the provisions under refunds will apply.

**10. Photography.**

The Company reserves the right without further notice to make use of any photography or film taken on the safari by our staff for general publicity purposes without payment or permission from the client or tour operator.

**11. Airlines, Air charters, Shared Charters, Scheduled flights, Balloon and Microlight flights.**

Carriage by the air companies or companies operating the above services, concerned is subject to the terms and conditions of that carrier with whom you are traveling and to international conventions. The Company (MEL) has no control and accepts no liability whatsoever for cancellations or delays which are subject to operational decisions by the carriers. All flights are subcontracted to independent aviation Companies who are entirely responsible, and therefore liable, for all aspects of the flying operation.

**12.** All safari details are correct at the time of going to print. We cannot be held responsible for any changes or inaccuracies which may occur thereafter.

**13.** This agreement is made subject to, and shall be governed and construed according to, the laws of Tanzania notwithstanding its place or performance or acceptance and all actions shall take place in the place Courts of Tanzania.

**14. Notice of enforceability.**

Please note: When you book travel related services with this Company or its agents, you and the members of the group travelling on the safari itinerary are entering into a binding agreement that assumes all terms and conditions are fully understood as stated in any Company documents. The client is responsible for ensuring that they are fully aware of the latest Terms and Conditions.