



## TERMS AND CONDITIONS

### CLARIS TOURS AND TRAVEL RESERVATION AND BOOKINGS TERMS & CONDITIONS

Clients should read, understand and accept these Terms and Conditions before they book and pay for a any tour, which enters them into a contract with Claris Tours and Travel Clients' bookings are accepted on the understanding that the clients appreciate the possible risks inherent in travel, and in particular adventurous activities such as trekking, climbing, walking safaris, game driving and diving. Our holidays are planned many months in advance, it is therefore possible that some arrangements may have to be changed and we reserve the right to at any time.

#### 1. DEPOSITS & FINAL PAYMENT

We can't wait to prepare your trip, but we need some commitment (deposit) to get started. Therefore, when you book a tour with us, Claris Tours and Travel you'll have to pay a deposit to secure your reservation. Our standard deposit is 30% of the total value of the booking for camping safaris, day trips and Kilimanjaro climbs and 45% for reservations including hotels and lodges (including "glamping" safaris), for which we'll send you an invoice and payment instructions. Your booking is confirmed once we receive your deposit, and we will send you a confirmation and receipt.

The final balance should be paid no later than 14 days before the start of the tour. Please consider the necessary delay in case of a bank transfer. A booking will be considered as canceled by the client if we have not received the final balance at least 14 days before the start of the tour. This will be considered as a cancellation received 14 days before the start of your tour, and the applicable cancellation fee will be charged, as described in article 3 of these terms and conditions.

If you make a reservation less than 14 days before your tour starts, it should be paid in full upon booking.

Exceptions to these standard amounts and delays might occur for certain tours, and will be mentioned in the offer we send you. In any case and without exceptions, your tour has to be fully paid for before the start of it. If the full payment has not been received by Claris Tours and

Travel at the departure time of the tour, we reserve the right to refuse access to the tour, and any deposit already received by Claris Tours and Travel not be refunded.

Payments can be made by bank transfer or in cash / credit card if you're in Moshi at the time of your booking. No other payment methods are currently available. Please be aware that we are a tour business registered in Tanzania, and that if you wish to transfer money from e.g. a European bank account, your bank transfer will be considered an international transfer. You, the client, will be responsible for all charges related to any payment (like credit card transaction charges, bank charges, etc.) both on your end and ours. It is therefore important that during your transfer, you indicate that ALL costs are to be deducted from your account (and not that the costs should be shared). In case of differences, the amount that will be taken into consideration is the amount that appears on our bank account, even if you've indicated that all costs had to be taken from your account.

All prices on our website and offers are mentioned in USD and payments can be made in USD (US dollars). For bank transfers, we use USD as the standard currency and you'll find the account number of our USD bank account in bank details attached with any invoice. For cash payments, the exchange rate at the time of payment will be used for the conversion, using [this link](#). When paying your tour or part of it in cash, please be aware that only USD minted after 2006 (so starting from 2007) will be accepted. Please be aware that ATM's in Tanzania are regularly empty or out of service, and money withdrawals are limited. You won't be able to withdraw more than around 170 USD per transaction per card, and you won't be able to do more than 3 transaction per day per card (no matter what your card limit is). Most exchange bureaus in Tanzania have been closed, and you will only be able to change money in banks, within their opening hours.

The availability and booking status of hotels and lodges or any other service or activity for which we as a tour operator need to pay a deposit to a third-party supplier can only be fully confirmed after we receive your deposit and check availability at that time.

## **2. BOOKING AGREEMENT**

Bookings must be accompanied by the applicable deposit. The complete balance is due no later than dates specified above. If the booking is made within this time then the full amount should be paid with the booking. If the balance due is not received by the due date we reserve the right to treat the booking as cancelled. Appropriate cancellation charges may be levied. Late bookings are accepted at the Director's discretion. Claris Tours and Travel are not responsible for lost accommodation/activity bookings if this is due to a delay in receiving a payment from you.

You must be at least 18 years old and agree to provide full, complete and accurate information as requested to confirm the booking. If you're booking a tour for more than 1 person, you confirm that:

- the other participants have given you permission to make a booking on their behalf, and you've given them all the necessary information in order for them to give free and fully informed authorization to do so.
- the information that you've provided regarding all clients is complete and accurate, and you've obtained all necessary consents and permissions to share such information with Claris Tours and Travel for the purposes of completing the booking.

- Bookings can only be accepted for persons under the age of eighteen years of age when accompanied by an adult who will be responsible for them. There are some activities that children cannot participate in, please check with us for more details.

### 3. CANCELLATION POLICY

You may cancel your booking by notifying us through an email to [info@claristoursandtravel.com](mailto:info@claristoursandtravel.com) The applicable cancellation fees shall be determined with reference to the date on which the request to cancel arrives in our mailbox, and are expressed hereinafter as a percentage of the total price paid for the cancelled tour.

For basic camping safaris (private or in a group), private short trips and private Kilimanjaro/Meru climbs:

- Cancellation received 61 days or more before the tour starts: 30% cancellation fees will be charged
  - Cancellation received 14 – 30 days before the tour starts, or failure to pay the final balance at least 14 days before the start of the tour, as required in article 1 of these terms and conditions: 50% cancellation fee will be charged
  - Cancellation received 3 – 13 days before the tour starts: 75% cancellation fee will be charged
- Cancellation received within 48 hrs before the tours starts or no-show: 100% cancellation fee will be charged

For all private reservations and all group safaris including hotels and lodges (including glamping safaris):

- Cancellation received 61 days or more before the tour starts: 30% cancellation fees will be charged
- Cancellation received 31 – 60 days before the tour starts: 50% cancellation fees will be charged
- Cancellation received 14 – 30 days before the tour starts, or failure to pay the final balance at least 14 days before the start of the tour, as required in article 1 of these terms and conditions: 75% cancellation fee will be charged
- Cancellation received 3 – 13 days before the tour starts: 85% cancellation fee will be charged
- Cancellation received within 48 hrs before the tours starts or no-show: 100% cancellation fee will be charged

In case you wish to cancel your participation in a group that has been created for a day trip, short excursion, a climb or any other excursion for which the final price depends on the actual amount of people in the group, the cancellation fees above apply and an extra fee might be charged to cover any possible loss in income due to the fact that we've confirmed a lower price per person to the other participants in the group. This amount will be calculated at the time of your cancellation and will not be revised if new participants join the group later on.

Some tours may be subject to alternative cancellation terms, of which we'll inform you when we send you our offer.

In case you have paid more to Claris Tours and Travel than the applicable cancellation fee, your balance will be refunded as soon as possible. Any costs related to this refund are at the client's charge.

**SPECIAL CANCELLATION POLICY IN LIGHT OF THE CORONA VIRUS:** If you're obligated to cancel or postpone your tour due to a Corona-virus-related travel ban for travel out of your country of residence or into Tanzania, either by the government of your country of residence or by Tanzanian government, we will adapt our cancellation policy. If you wish to postpone your trip to a later date, the conditions written in article 9 of these Terms and Conditions apply as usual. If you're forced to cancel your trip, we will reimburse you the full price of

your booking minus all expenses that have already been made by Claris Tours and Travel at the time of cancellation and that cannot be recovered. We'll charge a service fee of 100 USD per group to cover costs related to your booking, such as but not limited to salaries and office costs.

#### **4. TRAVEL INSURANCE**

Claris Tours and Travel does not provide travel insurance and you must obtain personal travel insurance with medical, evacuation and repatriation coverage covering all applicable dates of travel with us. This insurance should cover personal injuries and emergency medical expenses. We strongly recommended that you extend your coverage to include cancellation and all other expenses that might arise as a result of loss, damage, injury, delay etc. You should make sure your insurance company is aware of the type of travel you plan to undertake, in order to get the right type of insurance.

#### **5. MEDICAL CONDITIONS**

Claris Tours and Travel is not responsible for any travel insurance. All clients must take out their own adequate travel insurance and supply the details to Claris Tours and Travel who will keep them on file, in order that they can assist with any emergency (All clients are obligated to provide relevant medical information to Claris Tours and Travel upon booking their tour.). The original documents should be carried by the client at all times during their holiday. The insurance must take into account the nature of the holiday and client must specify to their insurance company if they intend climbing, trekking, diving, safari etc. The policy should also have repatriation cover in the event of serious accident. Clients are responsible for assessing their own suitability and capability to participate in a tour with us, and when in doubt you should consult your physician.

We recommend all clients to seek medical advice regarding necessary or advisable vaccinations, medical precautions, or other medical concerns regarding the entirety of their travel. We can provide tips concerning these topics, but they can under no condition be seen as accurate medical advice.

Adventure tours provided by Claris Tours and Travel involve visiting remote or less developed regions of Tanzania, where medical facilities may not meet the standards of those found in your home country. The condition of medical facilities in these areas varies and we make no representations and give no warranties in relation to the standard of such facilities or medical treatment in those regions.

#### **6. SPECIAL REQUIREMENTS**

Claris Tours and Travel will strive to accommodate your special requests, including (without limitation) dietary and accommodation requests, but such requests do not form part of these terms and conditions or the contract between you and Claris Tours and Travel We are not liable for any failure to accommodate or fulfill such requests.

## **7. PRICES, SURCHARGES AND TAXES**

Due to the nature of the tourism industry in Tanzania and the prices of the resources on which it depends, the published price of any tour product is subject to change at any time, before or after booking confirmation, up to 35 days before the departure of such a tour. Claris Tours and Travel reserves the right to impose surcharges on any tour products, but only for reasons arising from increases in accommodation costs, transportation costs, fuel costs, dues, taxes or fees chargeable for services such as third party supplier costs, currency and exchange fluctuations, park fees, increases in taxes, or government action which impacts the price of the applicable tours, but only where the increase in question is substantial enough to warrant the right to impose these surcharges.

Claris Tours and Travel 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 Claris Tours and Travel, the affected client(s) may elect to either:

- (a) Cancel the applicable tour booking without incurring any penalty; or
- (b) Accept the change of price.

The client must notify Claris Tours and Travel of their election within 14 days of receipt of notice of the increase, 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 Claris Tours and Travel may offer reduced pricing on selected tours. The reduced pricing applies strictly to new bookings. 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 Claris Tours and Travel) are not entitled to the reduced pricing.

## **8. GUARANTEED DEPARTURES & CANCELLATION OF A TOUR BY CLARIS TOURS AND TRAVEL**

Claris Tours and Travel guarantees all scheduled group tour departures that have been booked by a client, shall depart as scheduled (subject to reasonable itinerary changes). Brochures, and other printed materials displaying tour information and departure dates are subject to change, and such dates are excluded from this guarantee. A departure shall become guaranteed once at least one client has a confirmed booking. This guarantee is not applicable in Force Majeure situations.

If a tour is cancelled by Claris Tours and Travel before the agreed date of departure for reasons not arising from Force Majeure or the fault or negligence of or within the reasonable control of the client, the client shall have the choice of:

- accepting from Claris Tours and Travel a substitute tour product of equivalent value, where such substitute is reasonably available;
- or

- accepting from Claris Tours and Travel a substitute tour of lower value if no tour of equivalent value is reasonably available, and to recover from Claris Tours and Travel the difference in price between the price of the tour originally purchased and that of the substitute tour; or
- accepting from Claris Tours and Travel a substitute tour of higher value if no tour of equivalent value is reasonably available, and to pay to Claris Tours and Travel the difference in price between the price of the tour originally purchased and that of the substitute tour; or
- accepting from Claris Tours and Travel a full refund of all monies paid for the cancelled tour.

Claris Tours and Travel is not responsible for any incidental expenses or consequential losses that the client may have incurred as a result of the cancelled booking such as but not limited to visas, vaccinations, non-refundable flights or rail, nonrefundable car parking or other fees, loss of earnings, or loss of enjoyment. Claris Tours and Travel reserves the right to issue a full refund in lieu of the other choices above, in its sole discretion.

Where after departure a significant element of the tours as described cannot be provided, Claris Tours and Travel will make suitable alternative arrangements for the continuation of the tours. If it is not possible to provide a suitable alternative or the client reasonably rejects any suitable alternatives, Claris Tours and Travel will provide the client a refund of unused tour products or tour product portions.

#### **9. CANCELLATION OF A TOUR BY THE CLIENT**

If the client is prevented from proceeding with a tour as booked, the client may transfer his/her personal tour booking to a person who satisfies all the conditions applicable to the tour, provided that the client gives notice to Claris Tours and Travel of his/her intention to transfer no less than 14 days before the date when the tour departure is due to take place. Where such a transfer is made, the transferring client and the transferee client shall be jointly and severally liable to Claris Tours and Travel for payment of the price of the tour (or, if part of the price has been paid, for payment of the balance) and for any additional costs arising from such transfer.

If the client is part of a private tour, and all members of his/her group wish to postpone their trip, Claris Tours and Travel can reserve the tour for a later date, provided that the client gives notice to Claris Tours and Travel of his/her intention to transfer no less than 14 days before the date when the tour departure is due to take place. In this case, all clients that are part of the group will be responsible for paying all expenses that have already been made by Claris Tours and Travel at the time of cancellation and that cannot be recovered by Claris Tours and Travel, plus a service fee of 100 USD per group. The client will also be responsible for any extra costs which arise until the client does the tour at a later date (i.e – increased accommodation costs, transportation costs, fuel costs, dues, taxes or fees chargeable for services such as third-party supplier costs, currency and exchange fluctuations, park fees, increases in taxes, or government action which impacts the price of the applicable tours). The exact amount will be communicated to the client by Claris Tours and Travel as soon as possible. All payments that have already been made by the client to Claris Tours and Travel will be retained by Claris Tours and Travel until the time of the new tour, and all supplements for the new tour should be paid to Claris Tours and travel according to article 1 of these terms and conditions.

## **10. CHANGES TO YOUR TOUR**

The client acknowledges by booking a tour with Claris Tours and Travel that the nature of adventure travel, especially in Africa, requires considerable flexibility and acknowledges that they will permit reasonable alterations to the tour and/or itinerary by Claris Tours and Travel. The client acknowledges their understanding that the route, schedules, timings, accommodations, 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 tour 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 Claris Tours and Travel and that Claris Tours and Travel is not liable to any client for such changes or amendments.

Claris Tours and Travel shall not be liable to pay any discounts or refunds for missed or unused services which were missed or unused by the client due to no fault of Claris Tours and travel, its suppliers, or representatives, which shall include any termination of the client's participation in the tour due to the client's own fault, negligence or breach of these Terms and Conditions.

Although Claris Tours and Travel will strive to ensure that the tour you have booked goes as planned, we do not guarantee that we will abide by the agreed tour itinerary and we therefore reserve the right to amend the tour itinerary where doing so may be necessary or advantageous. We will strive to notify you of any changes prior to the tour departure. However, Claris Tours and Travel is not obligated to do so, and shall not be liable to pay any refunds that may be claimed to result from such changes. Claris Tours and Travel is not in control of the management of the accommodation providers we use on our tours. Therefore, in some circumstances we may be notified by our accommodation providers that our reserved accommodation is no longer available, due to reasons that are beyond our control, and not the fault or negligence of Claris Tours and Travel. In the unlikely event of accommodation not being available as intended at a hotel/campsite described and/or confirmed to the clients, Claris Tours and Travel undertakes to provide alternative accommodation in a hotel/campsite of categories at least as high as those contracted, if available. The client may be asked to pay the difference if there is an upgrade involved. Claris Tours and Travel will not be held accountable, unless the problem is actually a result of their failure to book the accommodation/activity effectively.

Where it may be absolutely necessary to amend the tour itinerary during the tour, the tour guide will arrange the best available alternative. The decision to do so will rest on the tour guide and his/her decision is final. This is mainly applicable but not limited to mountain climbing products where the guide believes the client is not able to continue with the climb due to illness, injury, extreme weather, or other factors beyond the guide's control.

Should the client wish to make any changes to his/her itinerary after confirmation of their booking, Claris Tours and Travel will make every effort to accommodate the requests based on availability. This may however involve extra costs, for which the payment should happen according to article 1 of these terms and conditions.

## **11. RISK**

The client acknowledges that the nature of our tour products is adventurous and may involve a significant amount of risk to the client's health and/or safety as well as to the client's personal belongings. There are dangers inherent to adventure travel generally and the client acknowledges they have considered such risks 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 Claris Tours and Travel from all claims and causes of action arising from any losses, damages, 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 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 Claris Tours and Travel 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 given information is incomplete or if the client does not act according to the information provided.

The client must at all times strictly comply with all applicable laws and regulations of Tanzania and regions visited on the applicable 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 Claris Tours and Travel (acting reasonably), the client's behavior is causing or is likely to cause danger, distress or material annoyance to others, Claris Tours and Travel may terminate that client's travel arrangements on any tour immediately without any liability on Claris Tours and Travel 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 Claris Tours and Travel, 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 the staff of the accommodation, transportation service, or facility (as appropriate) and/or a Claris Tours and Travel 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 Claris Tours and Travel 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. Claris Tours and Travel and its third-party suppliers shall not be liable for any failure on the client's part to comply safety instructions or recommendations of Claris Tours and Travel or its third-party suppliers.

## **12. COMPLAINTS**



The client agrees to bring any complaints regarding a tour to Claris Tours and Travel as soon as it appears in order to provide us with the opportunity to address such complaint properly. The client agrees to inform the head guide or other designated Claris Tours and Travel representative at the earliest opportunity. Claris Tours and Travel assumes no liability for complaints that are not properly brought to our attention with sufficient notice for us to resolve and no refunds will be made for issues that could have easily been solved had they been brought to our attention sooner. Any complaint made after the completion of a tour must be received in writing by Claris Tours and Travel within 30 days of the end of the tour in question (e-mail is acceptable). Claris Tours and Travel will deal with legitimate complaints post trip, any evidence that you are able to gather at the time will be valuable, especially photographs. Bear in mind that when determining whether a refund is due, Claris Tours and Travel has to negotiate with the supplier (eg, hotel) in question. Any acceptance of problems/responsibility you get from a service supplier (e.g. hotel manager) should be reported back to Claris Tours and Travel (possibly a written statement) will speed up the compensation process.

### **13. THIRD PARTY SUPPLIERS**

Claris Tours and Travel makes arrangements with accommodation providers, activity providers, other tour operators, airlines, 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 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 tour(s). Although Claris Tours and Travel takes all reasonable care in selecting Third Party Suppliers, Claris Tours and Travel is unable to control Third Party Suppliers and does 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 Tanzania and Claris Tours and Travel 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.

To the fullest extent permissible by law, Claris Tours and Travel 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 Claris Tours and Travel and its employees. For clarity, neither Claris Tours and Travel nor any carrier is liable for the acts or omissions, whether negligent or otherwise, of Third-Party Suppliers or any independent contractors.

### **14. LIABILITY**

Claris Tours and Travel are 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 tours, or a force majeure event.

Claris Tours and Travel shall have no liability for loss, theft of or damage to baggage or personal effects of clients while participating in a 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. Claris Tours and Travel 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 Claris Tours and Travel such as hotels, home stays, 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 Claris Tours and Travel or of the third-party suppliers of any services which form part of the contract then Claris Tours and Travel limits its liability, where applicable by all applicable International Conventions.

Compensation payments do not apply to changes caused by reasons of accidents, war, riots, civic strike, terrorist activity, industrial dispute, natural disasters, fire, closure of an airport or port, adverse weather conditions and similar events beyond our control. In case of such an event Claris Tours and Travel will have no liability. In regards to Liability Release and Assumption of Risk; the client must acknowledge that they have voluntarily agreed to participate in the trip designated on the reservations & booking. In so doing the client subjects that they may be subjecting themselves to dangers and hazards, which could result in illness, injury or death. The client also acknowledges that there are inherent dangers which may arise at anytime during the trip. The client specifically familiar with and accept the risk of these dangers, accidents and hazards inherent in partaking in their trip and are aware that medical services and facilities may not be available while participating in their trip. In order to partake in the enjoyment and excitement of this travel trip, the client is willing to accept the risks and uncertainties involved as being an integral part of their tour.

#### **15. FORCE MAJEURE**

Claris Tours and Travel 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 Claris Tours and travel 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 Claris Tours and Travel ; or an event which Claris Tours and Travel or the supplier of services, even with all due care, could not foresee.

#### **16. ALTERATION BY CLIENT OF CONFIRMED BOOKING;**

Alteration of a confirmed booking prior to arrival: If you have booked your trip and then decide to make changes to that trip your agent will assist you. We reserve the right to charge for the additional administration.

Alteration to a confirmed booking whilst in Tanzania: We regret that no credit or refund is possible for any unused services provided in the cost of your holiday. If you decide to alter your travel arrangements whilst abroad, this is your own responsibility and Claris Tours and Travel are not responsible for any extras or difficulties that may arise with onward travel as a result of such alterations.

#### **17. MISCELLANEOUS**

- Adventure holidays; Please note that for clients undertaking a trekking itinerary we offer first class guides, porters and provide safety equipment where needed. We are not responsible for guides and rangers provided by TANAPA or similar authorities. If you are obliged to abandon an activity due to your own physical limitations there is no refund of park fees and any additional accommodation and/or transport fees are not the responsibility of Claris Tours and Travel. You may be asked to sign a Disclaimer Form prior to participation in certain activities.
- Airport, International and domestic flight delays. In the unlikely event of a delay, arrangements for meals, overnight accommodation etc, should be met by your airline. If you are joining a group and flight delays mean that additional transfers etc. are required to enable you to join the group, these costs must be met by you the client and should later be reclaimed under your insurance policy if applicable.
- Clients are responsible for obtaining passports, visas, health certificates, international driving permits and any other documents relating to their holiday themselves and to meet any additional costs which may be incurred as a result of failure to comply with such requirement.
- TRUST. Normally payments are made to our Tanzanian company bank account and kept until your safari is completed. All monies paid will be held in our company bank account, until your tour is complete.
- Major Credit Cards are accepted with a small surcharge to cover their administration fee.

#### **18. IMAGES AND MARKETING**

The client agrees that while participating in any Claris Tours and Travel, images, photos or videos may be taken by other clients and/or Claris Tours and Travel 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 Claris Tours and Travel, 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.

## **19. AMENDMENTS**

Claris Tours and Travel 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 Claris Tours and Travel website. Any such amendment shall take effect 10 days following their posting to the website and shall apply to new bookings as well as current ones. The latest Terms, as amended, may be accessed any time on the Claris Tours and Travel website, or will be sent to clients upon their written request to Claris Tours and Travel. 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 Claris Tours and Travel website. Claris Tours and Travel 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.

UPDATE: OCTOBER 2022

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