The Old Tanganyika Safari Co. Ltd -

also known as Volunteer in Tanzania also known as Volunteer on Zanzibar.

(OTSC, ViT and VoZ respectively)

Booking Terms & Conditions

These Booking Terms & Conditions, together with our Privacy Policy, and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with The Old Tanganyika Safari Co. Ltd, Registered Office: P.O Box 6112, Arusha, Tanzania. Reg. No. 63300 ("we" or "us"). Please read them carefully as they set out our respective rights and obligations. In these Booking Terms & Conditions, references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, you agree that:

- 1. You have read these Booking Terms & Conditions and agree to be bound by them:
- 2. You consent to our use of information in accordance with our Privacy Policy;
- 3. You are over 18 years of age and where placing an order for services with age restrictions declare that you are of the appropriate age to purchase those services.
- 4. You understand that we are not an employment agency, and the trip you're booking is for the purposes of cultural exchange.
- 5. If I have any medical conditions that may affect MY participation, comfort or safety in this trip, I must check with OTSC first before booking. If I do not disclose medical conditions during the booking process, I will be considered as fit and healthy. If I later advise OTSC about medical conditions, I acknowledge that the standard cancellation terms will apply.



Address

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Website www.volunteerintanzania.com

The Old Tanganyika Safar<u>i Co. Ltd.</u>

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Website www.oldtanganyika.com Volunteer on Zanzibar

Address P.O. Box 3011 Zanzibar - Tanzania - East Afric

Country Coordinator
Jacqueline de Beer
jacqueline@volunteeronzanzibar.cor
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1. Booking and Paying your Trip

To begin your booking, you need to complete our online booking form on the Doingoood Website and pay a deposit of 20% within 7days after invoicing, which becomes non-refundable upon submission of this booking form. If you are booking within 42 days of departure of the trip, the full cost of the trip will become payable at the time of booking. Should we consider that your Booking Form is either unsatisfactorily completed or if we consider that you are unsuitable for participation we reserve the right to return your deposit and reject your Booking at our sole discretion. Please note - if you book more than one trip with us at the same time, you may be required to pay more than one deposit, where applicable, and this will be advised to you at the time of booking.

If we accept your booking we will confirm this to you in writing, and a binding contract will then come into existence between you and us. Upon receipt, if you believe that any details on the confirmation, or any other document, are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our send.

The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 42 days prior to scheduled departure, though we highly recommend settling your trip balance as soon as possible after booking. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in Clause 8 below will become payable. Please keep in mind that the sooner you settle your trip balance, the sooner your trip can be confirmed and guaranteed not to change.

Please Note - if you are placing a booking with us for an internship or volunteering trip: you acknowledge and accept that general standards of health, safety and hygiene in the country to be visited will not be comparable to EU standards. We will endeavour to prepare you for the likely standards that you will encounter during your trip, before you depart, but we cannot be held liable for any complaints as to standards which we have adequately represented to you in advance.

2. Accuracy

We endeavour to ensure that all of the information and prices both on our website and in our promotional material are accurate; however, occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.



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Website

In addition, our digital information handbook is published many months ahead of the trip that you book takes place. This means, the description and all other details regarding the trip in our digital handbook may become out of date.

3.Insurance

It is a condition of our contract with you that you obtain a comprehensive insurance policy (or policies) to cover all risks normally considered as associated with taking part in your chosen trip. You must be satisfied that your insurance fully covers all of your personal requirements including cancellation charges, medical expenses and repatriation in the event of accident or illness. Accordingly, it is essential that you understand what risks and activities your policy covers; for example, some policies do not cover paid or voluntary work; whereas others may require you to pay for medical services in the first instance and then claim a refund on your return. We cannot be held responsible for any losses which you incur if your insurance fails to provide you with adequate cover. Should you fail to provide such proof of insurance to us in accordance with this clause then we reserve the right to treat your trip as cancelled by you in which case the cancellation charges set out in Clause 8 below will become payable.

4. Travel Arrangements, Delays and Missed Transport Arrangements

In order for us to be able to provide your chosen trip, you accept that it is your responsibility to ensure you arrange for your outbound flight to arrive both at the applicable airport relating to your trip and on the time and date stipulated to you by us. We will not be responsible for any costs or losses incurred by you, should you fail to organise your travel arrangements in accordance with the provisions of this clause. When you book flights or other travel arrangements, it is your responsibility to make yourself aware of the applicable cancellation/refund policy. We cannot be held liable for any flight refunds.

If you miss your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your trip price from us. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements.



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5. Pricing

We reserve the right to amend the price of unsold trips at any time and correct errors in the prices of confirmed trips.

Until the full balance of the trip is paid by you, the price of your trip is subject at all times to variations in:

i. transportation costs, including the cost of fuel; or

ii. cost changes arising from government action such as changes in VAT or any other government imposed changes; or

iii. the exchange rates used to calculate your trip;

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your chosen trip, which excludes any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that. If this means that you have to pay an increase of more than 10% of the price of your confirmed trip (excluding any amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another trip if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements.

Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the date we advised you of the price increase. There will be no change made to the price of your confirmed trip within 30 days of your departure or from the date that the balance of the trip is paid in full, nor will refunds be paid during this period.

Should the price of your trip go down due to the changes mentioned above, by more than 2% of your confirmed trip cost, then any refund due will be paid to you. However, please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your trip due to contractual and other protections in place.

Please note, once you have paid the balance of your trip in full, we guarantee that the price of your trip will not change.



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6. Cutting your Trip Short

If you are forced to return home early from your chosen trip, we cannot refund the cost of any services you have not used. If you cut short your trip and return home early in circumstances where you have no reasonable cause for complaint about the services provided, we will not offer you any refund for that part of your trip not completed, or be liable for any associated costs you may incur.

6. Changes by you

If you wish to change any part of your chosen trip after our confirmation has been issued, you must inform us in writing as soon as possible. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made and so you should contact us regarding any changes as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable, see Clause 8 below. If you are prevented from travelling your booking is non transferrable and will only be applicable to you alone. Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

8. If you Cancel

You are free to cancel your chosen trip at any time, if you do decide to cancel your confirmed trip you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us to contact@volunteerintanzania and will be effective from the date on which we receive it. Since substantial expenses are incurred by us in arranging the provision of your trip once a booking is placed and since we also incur costs in cancelling your arrangements, the sum of the refund receivable by you on your cancellation of the trip shall be calculated with reference to the tables below, dependant on the trip you have booked:

8A. Cancellation fees payable & refund for our Volunteering and Internship Trips:

Days prior to departure when notice of cancellation is received by us

More than 90 days



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100% of the trip cost, less the 20% standard deposit.

90 to 42 days

75% of the trip cost, less the 20% standard deposit.

42 to 15 days

50% of the trip cost, less the 20% standard deposit

15 - 0 days

No refund

Please Note: Regardless of the type of trip that you book, certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

9. If We Change or Cancel

Given the nature of the trips we operate, you accept, understand and acknowledge that it is necessary for you to adopt a flexible approach, allowing for the possibility of alternative arrangements to be necessary.

Your chosen trip may be subject to alterations without prior notice due to local circumstances or Force Majeure (see Clause 10); we will endeavour to only make changes for reasons concerning your personal safety or convenience. Accordingly, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your trip. For example, if the minimum number of clients required for a particular trip is not reached, we may have to cancel it. However, we will not cancel your trip less than 60 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance.

Most alterations will be minor and while we will do our best to notify you of any changes as soon as reasonably possible, if there is time before your departure, we will have no other liability to you. Examples of "minor changes" include the following when made before departure:

- A change of accommodation to another of the same standard or classification.

Occasionally we may have to make a major change to your confirmed trip. "Examples of "major changes" include the following, when made before departure;



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- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.

10. Force Majeure

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority, industrial dispute, natural or nuclear disaster, fire, chemical or biological disaster and all similar events outside our or the supplier(s) concerned's control. Advice from your Foreign Office to avoid or leave a particular country may constitute Force Majeure.

11. Health, Disabilities and Medical Problems

You must certify on the Booking Form that you are of sufficiently good health to take part in and complete your chosen trip. If you have any pre-existing medical conditions or disabilities which may affect your participation in a trip you must similarly advise us of this fact when completing the Booking Form, so that we may advise you as to the suitability of your chosen trip. Acting reasonably, if we are unable to properly accommodate your needs we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges (detailed in Clause 8) when we become aware of these details.

Depending upon the nature of the trip which you book with us, you may be required to take certain inoculations or medication prior to your departure. You are required to take detailed advice from your GP or doctor regarding any additional inoculations or medication which may be required, prior to departure.

12. Complaints

We make every effort to ensure that your chosen trip runs smoothly but if you do have a problem during your holiday, please inform one of our local representative immediately who will endeavour to put things right. If the problem cannot be



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resolved and you wish to complain further, you must send formal written notice of your complaint to us within 14 days of the end of your trip, giving your booking reference and all other relevant information. Failure to follow the procedure set out in this clause may affect our ability to investigate your complaint, and will affect your rights under this contract. Please note, we do not accept any complaints by an individual, or individuals, which purport to be on behalf of a group, or who is not our customer. All complaints must be put to us individually, by the person wishing to complain only.

13. Your Behaviour

Throughout your chosen trip, you are expected to conduct yourself in an orderly and acceptable manner. If in our opinion or in the opinion of our representatives or any other person in authority, your behaviour is causing or is likely to cause distress, danger or annoyance to any other person taking part in the trip or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your trip with us immediately. In the event of such termination our liability to you will cease and you will be required to leave your accommodation or other service immediately. We will have no further obligations to you. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You may also be required to pay for loss and/or damage caused by your actions and we may hold you individually liable for any damage or losses caused by you

14. Our Responsibilities:

- (1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser". Subject to these booking conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors, such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees' negligence affected the overall enjoyment of your chosen trip. Please note that it is your responsibility to show that we have been negligent if you wish to make a claim against us.
- (2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, theft, cost or other claim of any description if it



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results from:-

- (a) the act(s) and/or omission(s) of the person(s) affected; or
- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.
- (3) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (4) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (5) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
- (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or
- (b) relate to any business.
- (6) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our advertising material. For example any excursion you book whilst away, or any service or facility which any other supplier agrees to provide for you.

15. Acceptance of Risk

Your booking is accepted on the understanding that you:

i. Are aware that, due to the nature of your chosen trip, there are certain dangers and risks inherent in the performance of the trip, some of which may include the possibility of extreme weather, discomfort, disease, physical exertion, loss of or damage to property, remoteness from normal medical services and evacuation



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difficulties if you are injured.

ii. Acknowledge that general standards of health, safety and hygiene in the countries to be visited will not be comparable to EU standards.

iii. Acknowledge it is not possible for us to be responsible for events or the actions or failures of people and organisations over which we have no control and no claim can be made against us in such circumstances. We cannot be held liable or responsible for any delays, accidents, damage, loss, health issues or other issues resulting from the failure of people and organisations other than our own staff.

iv. Some organisations are entirely operated by third parties. We screen these third parties for safety and quality and arrange with them on your behalf, but any liability for claims you may wish to make against them lies with the third parties and not us, although we will help you with claims in the event that we deem your claim fair and reasonable.

16. Passport, Visa and Immigration Requirements and Health Formalities

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your trip. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure. You should ensure that any visa which you obtain covers the full length of your chosen trip, and does not expire part way through.

Most countries now require passports to be valid for at least 6 months after your return date.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

17. Conditions of Suppliers

Many of the services which make up your trip are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in



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accordance with applicable International Conventions.

18. Excursions

Excursions or other tours that you may choose to book or pay for independently before travel or whilst taking part in a trip do not form part of your contracted arrangements with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

19. Baggage, Possessions and Valuables

You are responsible for ensuring that your baggage and personal possessions are safe at all times. You should include baggage insurance with your travel insurance and ensure that you are adequately covered.

We cannot be held responsible for any loss or damage to your baggage and/or personal possessions except when they are specifically in our care or the care of our staff. It is your responsibility to ensure that your baggage is stored safely and securely in any accommodation or vehicles.

20. Foreign Office Advice

You are responsible for making yourself aware of your respective Foreign Office advice and State Department warnings in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure, (See Clause 10).

21. Jurisdiction and Applicable Law

These Booking Terms & Conditions and any agreement to which they apply are governed in all respects by Tanzanian law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of The United Republic of Tanzania and the Zanzibar Isles.



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