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# GENERAL TERMS AND CONDITIONS TANZANIAN SAFARIS B.V.

Tanzanian Safaris BV • Magrietstraat 14, 2361 SL Warmond, the Netherlands • Chamber of Commerce 61537349 • Member of VZR Garant and the Calamiteitenfonds • All our trips are operated by Makasa Tanzania Safaris Ltd. • [www.makasatanzania.com](http://www.makasatanzania.com)

## GUARANTEE SCHEME (VZR GARANT)

To meet the legally required guarantee obligation, Tanzanian Safaris BV uses the guarantee scheme of VZR Garant ([www.vzr-garant.nl](http://www.vzr-garant.nl)). You can verify this on the participants page of the VZR Garant website. Within the limits of the Guarantee Scheme (available on the VZR Garant website), the guarantee of VZR Garant applies. The Guarantee Scheme sets out to which (travel) offer the VZR Garant guarantee applies exactly and what this guarantee covers. If services are not provided due to the financial insolvency of Tanzanian Safaris BV, you can contact VZR Garant, established at Torenallee 20, 5617 BC Eindhoven, the Netherlands, via [info@vzr-garant.nl](mailto:info@vzr-garant.nl) or +31 (0)85 13 07 630.

## GUARANTEE SCHEME (CALAMITEITENFONDS)

Tanzanian Safaris B.V. is a participant in the Stichting Calamiteitenfonds Reizen (Dutch Travel Calamity Fund), which can be verified in the participants list at [www.calamiteitenfonds.nl](http://www.calamiteitenfonds.nl). Within the limits of the guarantee scheme of the Calamiteitenfonds, the trips offered and operated by Tanzanian Safaris B.V. fall under the guarantee of the Calamiteitenfonds. This guarantee means that, as a traveller taking part in a trip organised by Tanzanian Safaris B.V., you:

- receive a refund of (part of) your travel sum if we are unable to carry out the trip, in whole or in part, as a result of a calamity;
- are reimbursed for the necessary additional costs if, as a result of a calamity, we have to amend the trip or repatriate you earlier than planned.

A calamity is understood to mean an abnormal event caused by war or violence (molest) or by a natural disaster. For this guarantee you pay a mandatory contribution of € 2.50 per booking, up to a maximum of nine persons on one booking, which is stated on the invoice.

## STANDARD INFORMATION FORM FOR PACKAGE TRAVEL CONTRACTS

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*This form is provided to you before you are bound by the contract.*

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302, as transposed into Title 7A of Book 7 of the Dutch Civil Code.

You will therefore benefit from all EU rights applying to packages. Tanzanian Safaris B.V. is fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, Tanzanian Safaris B.V. has protection in place to refund your payments and, where transport is included in the package, to repatriate you in the event of its insolvency.

### Key rights under Directive (EU) 2015/2302

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise, for example fuel prices, and if expressly provided for in the contract, and in any event not later than twenty days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller is entitled to a price reduction if the relevant costs decrease.
- Travellers may terminate the contract without paying any termination fee and receive a full refund of all payments if any of the essential elements of the package, other than the price, are changed significantly. If, before the start of the

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package, the trader responsible for the package cancels it, travellers are entitled to a refund and, where appropriate, to compensation.

- Travellers may, in exceptional circumstances, terminate the contract without paying any termination fee before the start of the package, for example where there are serious security problems at the destination which are likely to affect the package.
- Travellers may terminate the contract at any time before the start of the package against payment of an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of it cannot be provided as agreed, suitable alternative arrangements must be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee where services are not performed in accordance with the contract, this substantially affects the performance of the package, and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser must provide assistance if the traveller is in difficulty.
- If the organiser becomes insolvent, payments will be refunded. If the organiser becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. Tanzanian Safaris B.V. has taken out insolvency protection with VZR Garant (VZR Garant Onderlinge Verzekeringen U.A., Torenallee 20, 5617 BC Eindhoven, info@vzr-garant.nl, +31 (0)85 130 76 30). Travellers may contact this entity if services are denied because of the insolvency of Tanzanian Safaris B.V.

Directive (EU) 2015/2302, as transposed into Title 7A of Book 7 of the Dutch Civil Code, can be consulted at [wetten.overheid.nl](http://wetten.overheid.nl).

## ARTICLE 1. | DEFINITIONS

In these terms and conditions the following terms, whether used in the singular or plural, have the following meanings, unless the nature or purport of the provisions dictates otherwise.

1. Tanzanian Safaris: Tanzanian Safaris B.V., the user of these terms and conditions, established at Magrietstraat 14, 2361 SL Warmond, registered in the Trade Register under Chamber of Commerce number 61537349.
2. Traveller: the party with whom Tanzanian Safaris has concluded or intends to conclude a contract, as well as anyone for whose benefit the contract is concluded, or who uses the travel services on the basis of the contract.
3. Travel service: a service relating to:
  - a) the carriage of passengers;
  - b) accommodation which is not intrinsically part of the carriage of passengers and is not for residential purposes;
  - c) the rental of cars or other motor vehicles as referred to in Article 7:500(1)(i) of the Dutch Civil Code;
  - d) other tourist services which are not intrinsically part of a travel service as referred to under a, b or c.
4. Package: the contract under which Tanzanian Safaris undertakes towards the traveller to provide a combination, offered by Tanzanian Safaris, of at least two different types of travel services for the same trip or holiday, which includes an overnight stay or a period of more than 24 hours.
5. Contract: any contract concluded between Tanzanian Safaris and the traveller that concerns a package, or one or more travel services that together do not constitute a package.
6. In writing: communication in writing, communication by e-mail or any other means of communication that, given the state of technology and prevailing views in society, can be equated therewith.

## ARTICLE 2. | GENERAL PROVISIONS

1. These terms and conditions apply to every offer made by Tanzanian Safaris and to every contract concluded.
2. The applicability of any terms and conditions of the traveller, by whatever name, is expressly rejected.
3. Any deviation from the provisions of these terms and conditions is only possible expressly and in writing. If and to the extent that what the parties have expressly agreed in writing deviates from these terms and conditions, what the parties have expressly agreed in writing prevails.
4. The annulment or nullity of one or more of the provisions of these terms and conditions or of the contract as such does not affect the validity of the remaining provisions. In such a case, the parties are obliged to consult with each other in order to

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agree a replacement provision for the affected provision. In doing so, the purpose and purport of the original provision will be observed as far as possible.

## ARTICLE 3. | OFFER AND CONCLUSION OF THE CONTRACT

1. Even if it states a period for acceptance, every offer made by Tanzanian Safaris is without obligation and subject to sufficient availability of the offered travel services or package. If necessary, Tanzanian Safaris may revoke its offer even after the contract has been concluded. Any such revocation takes place no later than within two working days after the conclusion of the contract.
2. The traveller can derive no rights from an offer by Tanzanian Safaris that is based on incorrect or incomplete information provided by the traveller.
3. Obvious errors and mistakes in an offer by Tanzanian Safaris do not bind it.
4. A composite price quotation does not oblige Tanzanian Safaris to perform part of the offer against a corresponding part of the quoted price.
5. Without prejudice to the provisions of paragraph 1, every contract is concluded at the moment the offer of Tanzanian Safaris is accepted by the traveller within the validity period stated in the offer, if any, and the traveller has met all conditions set in the offer. However, if Tanzanian Safaris has required a deposit in its offer, the contract is, without prejudice to the preceding sentence, only concluded at the moment the full deposit has been received by Tanzanian Safaris.
6. A traveller who concludes the contract (also) on behalf of one or more other travellers declares, by entering into the contract, that he is authorised to do so. That traveller (hereinafter in this paragraph referred to as: 'the counterparty of Tanzanian Safaris') is, alongside these other travellers, jointly and severally liable for all obligations arising from that contract. Without prejudice to the joint and several liability of the counterparty of Tanzanian Safaris, the other travellers are liable for their own share of the contract. The counterparty of Tanzanian Safaris is at all times liable towards the latter for meeting the payment obligations arising from the contract. Furthermore, communication with Tanzanian Safaris takes place exclusively through the counterparty of Tanzanian Safaris, except where these terms and conditions provide otherwise.

## ARTICLE 4. | THE TRAVELLER'S INFORMATION OBLIGATIONS WHEN ENTERING INTO THE CONTRACT

The traveller warrants that he will provide Tanzanian Safaris in good time, and in the manner designated by Tanzanian Safaris where applicable, such as via the booking form made available by Tanzanian Safaris, with all information required for the conclusion and performance of the contract. The traveller warrants that all information he provides to Tanzanian Safaris is correct and complete. Names of travellers provided to Tanzanian Safaris must exactly match the names in their passports. The traveller is further obliged to provide Tanzanian Safaris, before or at the latest upon conclusion of the contract, with all other information about the travellers he has registered that may be relevant to the conclusion and performance of the contract.

## ARTICLE 5. | FURTHER OBLIGATIONS OF THE TRAVELLER

1. It is the traveller's responsibility to arrange, at his own expense and risk, any travel and/or cancellation insurance.
2. The traveller is responsible for carrying the necessary documents during the trip, such as a valid passport/identity document and visa, as well as for complying with the regulations applicable to the traveller in the country of destination. If the package or travel services have to be cut short as a result of a circumstance attributable to the traveller, including a circumstance as referred to above, Tanzanian Safaris is not liable for the resulting damage.
3. The traveller is obliged to comply with all instructions of Tanzanian Safaris and of the third parties involved in the contract, such as carriers and hoteliers. The traveller is liable for damage caused by his unauthorised conduct, assessed by the standard of the conduct of a proper traveller.
4. A traveller who causes or may cause such nuisance or inconvenience that the proper performance of the contract is or may be seriously hindered may be excluded from (continued) participation in the package or travel services, if Tanzanian Safaris or the third parties involved in the contract cannot reasonably be required to perform the contract.
5. All damage arising from a situation as referred to in the preceding paragraphs is for the account of the traveller, if and to the extent that the consequences of the nuisance or inconvenience can be attributed to him.
6. The traveller is obliged to avoid or limit any damage as much as possible, in particular by complying in good time and properly with the information obligations referred to in Article 4.

## ARTICLE 6. | CANCELLATION BY THE TRAVELLER OF A CONTRACT OTHER THAN A PACKAGE

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If the traveller cancels, in whole or in part, a contract that does not concern a package, Tanzanian Safaris retains the right to payment of the full agreed price.

## ARTICLE 7. | CANCELLATION BY THE TRAVELLER OF A PACKAGE

1. Without prejudice to the provisions of paragraphs 2 and 4, a traveller who cancels a package owes the following cancellation charges. In the event of cancellation:
  - up to the 56th day (exclusive) before the start of the package: 25% of the agreed price;
  - from the 56th day (inclusive) up to the 42nd day (exclusive) before the start of the package: 40% of the agreed price;
  - from the 42nd day (inclusive) up to the 28th day (exclusive) before the start of the package: 50% of the agreed price;
  - from the 28th day (inclusive) up to the 14th day (exclusive) before the start of the package: 75% of the agreed price;
  - from the 14th day (inclusive) before the start of the package: the full agreed price.
2. The price of any flight tickets is charged in full in addition to the cancellation charges referred to in paragraph 1. Furthermore, if Tanzanian Safaris demonstrates that the cancellation of the package by the traveller causes it damage exceeding the applicable cancellation charges referred to in paragraph 1, the full damage suffered by Tanzanian Safaris is for the account of the traveller. This may be the case where Tanzanian Safaris has already incurred costs in connection with the reservation of accommodation and/or transport other than air travel, or the reservation of activities such as a safari. The compensation referred to here amounts to no more than the full agreed price.
3. Cancellation after office hours is deemed to have been made on the next working day.
4. Where unavoidable and extraordinary circumstances occur at the destination or its immediate vicinity which significantly affect the performance of the package or the carriage of passengers to the destination, the traveller has the right to terminate the package before its start without paying any cancellation charges.
5. If a traveller within the travelling party cancels his share of the package, he owes cancellation charges. If, at the time the contract was concluded, a different price would have applied based on the size of the remaining travelling party, the price for the remaining travellers is adjusted accordingly. The normal payment rules of Article 12 apply to the amended contract. If an amendment of the package as referred to above is impossible, the contract is cancelled for all travellers and they all owe cancellation charges.

## ARTICLE 8. | CANCELLATION BY TANZANIAN SAFARIS

1. Tanzanian Safaris may cancel a contract that does not concern a package on account of significant circumstances communicated to the traveller without delay. In that case the traveller is entitled to a refund of all amounts paid for the travel services, without being entitled to any additional compensation.
2. Tanzanian Safaris may cancel a package and refund the traveller in full for all amounts paid for the package, without owing any compensation, if:
  - a) the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the traveller is notified by Tanzanian Safaris of the cancellation of the package within the period set in the contract, but no later than:
    - twenty days before the start of the package in the case of trips lasting more than six days;
    - seven days before the start of the package in the case of trips lasting between two and six days;
    - forty-eight hours before the start of the package in the case of trips lasting less than two days; or
  - b) Tanzanian Safaris is unable to perform the package because of unavoidable and extraordinary circumstances and notifies the traveller of the cancellation of the package without delay and before the start of the package.
3. Refunds under paragraphs 1 and 2 are made to the traveller without delay and in any event no later than fourteen days after cancellation of the contract.

## ARTICLE 9. | PRICE CHANGES

1. After conclusion of the contract, prices may only be increased if the contract expressly provides for this. For a package it further applies that, for a price increase, the contract must expressly state how the price revisions are to be calculated and must state that the traveller is entitled to a price reduction under paragraph 5.
2. Price increases in the context of a package are only permitted as a direct result of changes in:
  - a) the price of the carriage of passengers attributable to an increase in the cost of fuel or other energy sources;

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- b) the level of taxes or fees on the travel services included in the contract, imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing charges and embarkation or disembarkation fees at ports and airports; or
  - c) the exchange rates relevant to the package.
- 3. If the price increase referred to in paragraphs 1 and 2 exceeds 8% of the price of the package, Articles 10.2 to 10.5 apply.
- 4. Regardless of its extent, a price increase in the context of a package is only possible if Tanzanian Safaris notifies the traveller of it no later than twenty days before the start of the package, on a durable medium and in a clear and comprehensible manner, stating the reasons for the price increase together with a calculation.
- 5. If the package provides for the possibility of price increases, the traveller is entitled to a price reduction corresponding to any decrease in the costs referred to in paragraph 2 under a, b and c that occurs after conclusion of the contract and before the start of the package.
- 6. In the event of a price reduction, Tanzanian Safaris has the right to deduct the actual administrative costs incurred from the refund owed to the traveller. Tanzanian Safaris evidences those administrative costs at the traveller's request.

## **ARTICLE 10. | AMENDMENT OF THE CONTRACT BY TANZANIAN SAFARIS**

- 1. Tanzanian Safaris is entitled to amend a contract that does not concern a package on account of significant circumstances communicated to the traveller without delay. The traveller may only reject the amendment if it causes disadvantage of more than minor significance. Tanzanian Safaris may unilaterally amend the terms of a package, with the exception of price changes pursuant to Article 9, before the start of the package only if:
  - a) the change is insignificant, and
  - b) Tanzanian Safaris notifies the traveller of it in a clear, comprehensible and prominent manner on a durable medium.
- 2. If Tanzanian Safaris is compelled, before the start of the package, to significantly alter one of the main characteristics of the travel services within the meaning of Article 7:502(1)(a) of the Dutch Civil Code, or cannot meet the special requirements of the traveller that Tanzanian Safaris has accepted, or proposes to increase the price of the package by more than 8% pursuant to Article 9.3, the traveller may, within a reasonable period set by Tanzanian Safaris:
  - a) accept the proposed change; or
  - b) terminate the contract without paying the cancellation charges referred to in Article 7.
- 3. Tanzanian Safaris notifies the traveller without delay, in a clear, comprehensible and prominent manner on a durable medium, of:
  - a) the changes proposed in paragraph 2 and, where applicable in accordance with paragraph 4, their effect on the price of the package;
  - b) a reasonable period within which the traveller must notify Tanzanian Safaris of his decision under paragraph 2;
  - c) the consequences of the traveller failing to respond within the period referred to under b;
  - d) where applicable, the substitute package offered and its price.
- 4. Where the changes to the package referred to in paragraph 2 or the substitute package referred to in paragraph 3 under d result in a package of lower quality or cost, the traveller is entitled to an appropriate price reduction.
- 5. If the package is terminated under paragraph 2 under b and the traveller does not accept a substitute package, Tanzanian Safaris refunds all amounts paid by or on behalf of the traveller without delay, and in any event no later than fourteen days after the contract is terminated. Articles 15.2 to 15.9 apply accordingly.

## **ARTICLE 11. | SUSPENSION AND DISSOLUTION**

- 1. Where the circumstances of the case reasonably justify this, Tanzanian Safaris is entitled to suspend performance of the contract or to dissolve the contract in whole or in part with immediate effect, if and to the extent that the traveller fails to meet his obligations under the contract, or fails to do so in time or in full, or if circumstances that come to the knowledge of Tanzanian Safaris after conclusion of the contract give good reason to fear that the traveller will not meet his obligations. If performance of the obligations in respect of which the traveller is in default, or threatens to be in default, is not permanently impossible, the right to dissolve only arises after a written notice of default, in which a reasonable period is stated within which the traveller can (still) meet his obligations, and performance has still not occurred after the expiry of that period.
- 2. The traveller is never entitled to any form of compensation in connection with the right of suspension or dissolution exercised by Tanzanian Safaris under this article.

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3. The traveller is obliged to compensate the damage attributable to him that Tanzanian Safaris suffers as a result of the suspension or dissolution of the contract.
4. If Tanzanian Safaris dissolves the contract under this article, all claims against the traveller are immediately due and payable.

## **ARTICLE 12. | PRICES AND PAYMENT TERMS**

1. The total price, including taxes and other costs, is stated at the latest upon conclusion of the contract. Other costs do not include costs that are not inextricably linked to the offered package or travel services, such as the costs of additional services or other performances provided at the traveller's request by Tanzanian Safaris or third parties. The latter costs are additionally for the account of the traveller.
2. The published prices are based on the prices, levies and taxes known to Tanzanian Safaris at the time of their publication.
3. Payment must be made in the currency indicated by Tanzanian Safaris and in the manner indicated by Tanzanian Safaris.
4. Unless expressly agreed otherwise, for a package a deposit of 25% of the travel sum must be paid, no later than within seven days of the invoice date. The remainder must be paid no later than six weeks before departure. If departure takes place within six weeks, the full travel sum must be paid no later than five days after the invoice date, or, if departure takes place earlier, no later than before departure.
5. If the contract does not concern a package but one or more flight tickets form part of it, the full price thereof is due upon conclusion of the contract.
6. Tanzanian Safaris is entitled to make the invoice due to the traveller available to him solely by e-mail.
7. If timely payment is not made, the traveller is in default by operation of law and Tanzanian Safaris reserves the rights referred to in Article 11. From the day the traveller's default commences, the traveller owes the statutory (commercial) interest then in force. The statutory (commercial) interest is calculated up to and including the day on which the full outstanding payment is made.
8. All reasonable costs, including judicial, extrajudicial and enforcement costs, incurred to obtain the amounts owed by the traveller to Tanzanian Safaris are for the account of the traveller.

## **ARTICLE 13. | TRANSFER OF A PACKAGE**

1. No later than seven days before the start of the package, or in good enough time for the necessary acts and formalities to still be carried out, the traveller may transfer his legal relationship with Tanzanian Safaris to a third party who meets all the conditions of the contract, provided that the conditions of the service providers involved in the performance of the package do not oppose the transfer.
2. If the request for transfer cannot be granted, Tanzanian Safaris will inform the traveller of this, stating reasons.
3. The transfer takes place by means of a contract to that effect with the third party and written notification thereof by the transferring traveller to Tanzanian Safaris. The transferring traveller and the third party are jointly and severally liable for payment of the part of the travel sum still owed and for any additional fees, surcharges and other costs arising from the transfer. Tanzanian Safaris informs the person transferring the package of the actual costs of the transfer. These costs may not be unreasonable and may not exceed the actual costs incurred by Tanzanian Safaris as a result of the transfer. Tanzanian Safaris provides the person transferring the package with evidence of the additional fees, surcharges and other costs arising from the transfer.

## **ARTICLE 14. | CONFORMITY AND COMPLAINTS REGARDING PACKAGES**

1. Tanzanian Safaris is responsible for the performance of the travel services to which the package relates, regardless of whether these services are performed by Tanzanian Safaris or by other service providers.
2. The traveller notifies Tanzanian Safaris without delay, taking into account the circumstances of the case, of any lack of conformity he observes during the performance of a travel service included in the package.
3. If one or more travel services are not performed in conformity with the package, Tanzanian Safaris ensures that the lack of conformity is remedied, unless this:
  - a) is impossible; or
  - b) entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services concerned.
4. If Tanzanian Safaris does not remedy the lack of conformity by invoking paragraph 3 under a or b, Article 15 applies.
5. Without prejudice to the exceptions in paragraph 3, if Tanzanian Safaris does not remedy the lack of conformity within a reasonable period set by the traveller, the traveller has the option to do so himself and to request reimbursement of the

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necessary expenses. If Tanzanian Safaris refuses to remedy the lack of conformity, or if it must be remedied immediately, the traveller need not set a period.

6. If a significant proportion of the services cannot be provided as agreed, including the return of the traveller to the place of departure, Tanzanian Safaris offers, at no extra cost to the traveller and with a view to the continuation of the package, suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the contract. If the proposed alternative arrangements result in a package of lower quality than specified in the package, Tanzanian Safaris grants the traveller an appropriate price reduction.
7. The traveller may only reject the proposed alternative arrangements referred to in the previous paragraph if they are not comparable to what was agreed in the package, or if the price reduction granted is inadequate.
8. If the lack of conformity substantially affects the performance of the package and Tanzanian Safaris has not remedied it within a reasonable period set by the traveller, the traveller may terminate the package without paying the cancellation charges referred to in Article 7 and, where appropriate, request a price reduction and compensation in accordance with Article 15. If no alternative arrangements can be offered or the traveller rejects them in accordance with paragraph 7, the traveller is, where appropriate, entitled to a price reduction or compensation in accordance with Article 15, even without terminating the package. If the package includes the carriage of passengers, Tanzanian Safaris also provides, in the cases referred to here, for the traveller's repatriation without delay by equivalent transport and at no extra cost to the traveller.
9. If, as a result of unavoidable and extraordinary circumstances, it is not possible to ensure the traveller's return as agreed, the costs of the necessary accommodation, where possible of an equivalent category, for a maximum of three nights per traveller, are for the account of Tanzanian Safaris.
10. Without prejudice to the previous paragraph, the time limits under the applicable European Union legislation on passenger rights for the relevant means of transport for the traveller's return apply where these provide for longer periods.
11. The limitation of costs described in paragraph 9 does not apply to persons with reduced mobility within the meaning of Article 2(a) of Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air (OJ EU, L 204), nor to persons accompanying them, pregnant women, unaccompanied minors and persons in need of specific medical assistance, provided that Tanzanian Safaris was notified of their particular needs at least 48 hours before the start of the package.

## **ARTICLE 15. | COMPENSATION FOR LACK OF CONFORMITY REGARDING PACKAGES**

1. The traveller is entitled to an appropriate price reduction for any period during which there was a lack of conformity as referred to in the previous article, unless Tanzanian Safaris proves that the lack of conformity is attributable to the traveller.
2. The traveller is entitled to appropriate compensation from Tanzanian Safaris for any damage the traveller sustains as a result of a lack of conformity, unless Tanzanian Safaris demonstrates that the lack of conformity is attributable to:
  - a) the traveller;
  - b) a third party not involved in the performance of the travel services included in the package, and the lack of conformity could not have been foreseen or prevented; or
  - c) unavoidable and extraordinary circumstances.
3. The compensation is paid without delay.
4. Where an international convention to which the European Union is a party limits the conditions under which service providers performing travel services that are part of a package must pay compensation, or limits the amount of that compensation, those limits also apply to Tanzanian Safaris. Where an international convention to which the European Union is not a party but the Netherlands is limits the compensation payable by a service provider, those limits also apply to the compensation payable by Tanzanian Safaris.
5. Without prejudice to paragraph 4, Tanzanian Safaris cannot exclude or limit its liability for damage if the damage:
  - a) consists of personal injury to the traveller; or
  - b) was caused intentionally or negligently by Tanzanian Safaris.
6. In the context of packages, for damage other than that referred to in paragraph 5, the liability of Tanzanian Safaris is limited to three times the travel sum.
7. The limitation period for bringing a claim for compensation in the context of a package is two years.
8. Any right to compensation or price reduction under these terms and conditions is without prejudice to the rights of travellers under Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of

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cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 (OJ EU, L 46), Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations (OJ EU, L 315), Regulation (EC) No 392/2009 of the European Parliament and of the Council of 24 November 2009 on the liability of carriers of passengers by sea in the event of accidents (OJ EU, L 131), Regulation (EU) No 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No 2006/2004 (OJ EU, L 34), and Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004 (OJ EU, L 55), and under international conventions.

9. The compensation or price reduction under these terms and conditions and the compensation or price reduction granted under the regulations and international conventions referred to in the previous paragraph are set off against each other.

## ARTICLE 16. | HELP AND ASSISTANCE

1. Tanzanian Safaris is obliged to provide the traveller with help and assistance without delay if the traveller is in difficulty, including the circumstances referred to in Article 14.9, in particular by:
  - a) providing appropriate information on medical services, local authorities and consular assistance;
  - b) assisting the traveller with distance communication and with finding alternative travel arrangements.
2. If the difficulty is the result of the traveller's intent or negligence, Tanzanian Safaris may charge a reasonable fee for the help and assistance provided. That fee shall in no event exceed the actual costs incurred by Tanzanian Safaris.

## ARTICLE 17. | INSOLVENCY PROTECTION FOR PACKAGES

1. Tanzanian Safaris is affiliated with VZR Garant. Within the limits of the Guarantee Scheme published on the VZR Garant website, VZR Garant guarantees, if Tanzanian Safaris is no longer able to meet its obligations as a result of financial insolvency, that the obligations will be taken over by a third party or that amounts already paid will be refunded, or, if the travel services have already been partly enjoyed, that a proportionate part thereof will be refunded. If the package includes the carriage of passengers, the guarantee scheme provides for repatriation of the traveller.
2. The measures referred to in paragraph 1 cover at least:
  - a) reasonably foreseeable costs;
  - b) the amounts paid by or on behalf of travellers in connection with the package, taking into account the length of the period between the deposit and the final payment and the completion of the package;
  - c) the estimated costs of repatriation in the event of the insolvency of Tanzanian Safaris.
3. If the traveller has already arrived at the destination and the performance of the package is affected by the insolvency of Tanzanian Safaris, the traveller is entitled, under the measures referred to in paragraph 1, to free repatriation and, if necessary, the financing of accommodation pending repatriation.
4. For travel services that are part of the package and have not been performed, refunds are made at the traveller's request without delay.

## ARTICLE 18. | LIABILITY IN GENERAL

1. Liability of Tanzanian Safaris exists only to the extent provided for in these terms and conditions. The foregoing does not affect the statutory rights of Tanzanian Safaris.
2. Tanzanian Safaris is not liable for printing or typographical errors on its website, in its brochures, promotional material or other communications.
3. Tanzanian Safaris is not liable, without prejudice to the provisions of Articles 14, 15, 16 and 17, for damage as a result of delays, strikes, changes to transport, cancellations of transport due to terrorist attacks, weather conditions, natural disasters, bankruptcies of carriers or other forms of force majeure.
4. Tanzanian Safaris is not liable, without prejudice to the provisions of Articles 14, 15, 16 and 17, for indirect damage, including losses incurred, lost profit, damage as a result of business stagnation, damage as a result of theft, loss of property or injury or accident sustained by or caused to the traveller. Nor, except as provided in Articles 14, 15, 16 and 17, is any liability accepted for damage arising from the use of any accommodation or means of transport used during the travel period. Tanzanian Safaris is likewise not liable for damage caused by unauthorised or unlawful conduct of the traveller during the travel period.
5. Tanzanian Safaris is not liable for possible damage caused by misconduct of the traveller such as, but not limited to, aggression and drunkenness. If the traveller is refused or removed from an accommodation or means of transport as a result

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of misconduct or failure to follow the instructions of staff, this is at the traveller's own expense and risk. In these cases Tanzanian Safaris grants no refund.

6. Tanzanian Safaris is not liable for the loss of cash and the loss or damage of negotiable documents, gold, silver, jewels, jewellery, works of art or other valuables.
7. Without prejudice to the provisions of Articles 14, 15, 16 and 17, the liability of Tanzanian Safaris is limited to at most the invoice value of the contract, or that part of the contract to which the liability of Tanzanian Safaris relates, on the understanding that the liability of Tanzanian Safaris shall never exceed the amount actually paid out in the relevant case under the liability insurance taken out by Tanzanian Safaris, increased by any deductible of Tanzanian Safaris that applies under that insurance.
8. The limitations of liability in these terms and conditions also apply for the benefit of any employees of Tanzanian Safaris, the service providers involved and their staff, unless a law, treaty or regulation mandatorily precludes this.

## **ARTICLE 19. | FINAL PROVISIONS**

1. Dutch law applies exclusively to every contract and to all legal relationships between the parties arising from it.
2. The traveller reports complaints about the performance of the contract as soon as possible on the spot, so that Tanzanian Safaris can seek an appropriate solution, in accordance with Article 14. If a complaint is not resolved satisfactorily on the spot, the traveller may submit it in writing to Tanzanian Safaris within two months after the end of the trip.
3. Before bringing a matter before the courts, the parties are obliged to make every effort to settle disputes by mutual consultation.
4. Tanzanian Safaris is not affiliated with an independent disputes committee. Disputes that are not resolved by mutual consultation are submitted to the competent court in accordance with the following paragraph.
5. Insofar as the law does not mandatorily provide otherwise in the given circumstances of the case, only the court in the district where Tanzanian Safaris is established is designated to hear any legal disputes.
6. The processing of personal data by Tanzanian Safaris is governed by its privacy policy, which can be consulted at [www.makasatanzania.com/privacy-policy/](http://www.makasatanzania.com/privacy-policy/).
7. If these terms and conditions are available in more than one language, the Dutch-language version shall always be decisive for the interpretation of the provisions contained therein.