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Website: www.jemasafaris.com

Location: Arusha International Conference Center Building (AICC)

Terms and Conditions:

Introduction

These terms and conditions apply to all travel services booked with Jema Safaris & Tours Company Limited (hereinafter referred to as "Jema Safaris," "we," "us," or "our"). These terms have been drafted in compliance with Tanzanian tourism laws and regulations, as well as international standards for travel services. By booking with Jema Safaris, you agree to be bound by these terms and conditions. These terms can be viewed on our website at www.jemasafaris.com.

The booking confirmation will specify which terms apply to your reservation. If it is not clearly stated, these general terms and conditions shall apply. Additional terms may apply for specific services, such as linked travel arrangements or single travel services.

Section 1: General Terms and Conditions

Article 1: Applicability

1.1. These terms apply to all travel agreements entered into between Jema Safaris and the traveller (hereinafter referred to as "you" or "client").

1.2. These terms may also apply to single travel services, such as accommodation, car rentals, or shuttle services, if explicitly stated in the offer.

1.3. You have the right to cancel the travel agreement within 24 hours of booking without providing a reason, unless the booking is marked as "definitive" or made within 8 weeks of departure. This right does not apply to cruise travel.

1.4. Working days are defined as Monday to Friday, 9:00 AM to 5:30 PM, and Saturday, 10:00 AM to 4:00 PM, excluding Tanzanian public holidays.

Article 2: Information Provided by Jema Safaris

- 2.1. We will provide you with all necessary information about the travel services, including the main characteristics of the services, before the agreement is concluded.
- 2.2. We may require you to take out travel insurance and provide proof of such insurance.
- 2.3. We are not responsible for general information in photos, leaflets, advertisements, or websites created by third parties.
- 2.4. Online offers are subject to change. We recommend taking a screenshot or printout of the offer for your records.
- 2.5. You are responsible for obtaining information on passport, visa, and health requirements from the relevant authorities.
- 2.6. For air travel, we will inform you of the airline providing the transport as soon as it is known. Final departure and arrival times will be stated in your travel documents.

Article 3: Information Provided by You

- 3.1. You must provide all necessary information about yourself and other travellers in your booking, including contact details (mobile number and email address).
- 3.2. You must inform us of any physical or mental conditions that may affect the travel arrangements.
- 3.3. Failure to provide accurate information may result in exclusion from the travel package, with associated costs charged to you.
- 3.4. You may request changes to the travel offer for medical or other reasons. We will inform you of any additional costs, and you must pay these if the changes are accepted.

Article 4: Confirmation and Withdrawal

- 4.1. The agreement is concluded when you accept our offer and receive confirmation or an invoice.
- 4.2. For telephone bookings, you are only bound after we confirm the booking in writing (including email).
- 4.3. We may cancel the agreement if the minimum number of participants is not met, with notice provided at least:
 - 20 days before departure for trips over 6 days;
 - 7 days before departure for trips of 2-6 days;
 - 48 hours before departure for trips under 2 days.
- 4.4. We may withdraw the offer within 24 hours (for European/Mediterranean destinations) or 48 hours (for other destinations) after acceptance.
- 4.5. Refunds will be processed within 14 days of cancellation.
- 4.6. Manifest errors or mistakes in the offer are not binding.

Article 5: Changes by Jema Safaris

- 5.1. We may make minor changes to the travel agreement and will inform you in advance.
- 5.2. For significant changes, we will offer you the option to accept the changes or cancel the agreement free of charge.
- 5.3. You must inform us of your decision within 48 hours (for trips starting in 14+ days) or 24 hours (for trips starting within 14 days).
- 5.4. We may increase the travel sum by up to 8% due to increases in fuel costs, taxes, or fees.
- 5.5. If the increase exceeds 8%, you may reject the change and cancel the agreement free of charge.
- 5.6. No price changes will be made after full payment is received.
- 5.7. If you reject changes and no alternative is available, we will refund all payments within 14 days.

Article 6: Help and Assistance

- 6.1. We will provide assistance if you experience difficulties during your trip, including medical services, local authorities, and communication support.
- 6.2. If the difficulties are caused by your negligence, you will bear the associated costs.
- 6.3. If your return is delayed due to force majeure, you are entitled to up to 3 free nights in equivalent accommodation.

Article 7: Liability

- 7.1. We are responsible for the performance of the travel agreement as per your reasonable expectations.
- 7.2. If a significant portion of the services cannot be provided, we will offer suitable alternatives or a price reduction.
- 7.3. You may reject alternatives if they are not comparable to the original agreement.
- 7.4. Our liability is limited to three times the travel sum, except in cases of injury or death caused by our negligence.
- 7.5. We are not liable for failures caused by your actions, force majeure, or third parties.

Article 8: Your Rights

- 8.1. You may request to substitute another person in your booking, subject to conditions.
- 8.2. Travel documents will be provided as specified in the confirmation.
- 8.3. In the event of our financial insolvency, your payments are guaranteed by our membership in a recognized guarantee fund.

Article 9: Cancellation by You

- 9.1. You may cancel the agreement before departure, but cancellation fees will apply:

- Up to 42 days before departure: 35% of the travel sum;
- 28-42 days: 40%;
- 21-28 days: 50%;
- 14-21 days: 75%;
- 5-14 days: 90%;
- Less than 5 days: 100%.

9.2. Cancellation fees are based on the travel sum, excluding reservation costs and insurance premiums.

9.3. If unavoidable circumstances (e.g., natural disasters) prevent travel, you may cancel free of charge.

Article 10: Payment

10.1. A 30% deposit is required to confirm your booking, with the balance due 65 days before departure.

10.2. Failure to pay on time may result in cancellation of the booking.

10.3. Late payments will incur statutory interest and collection costs.

Article 11: Your Obligations

11.1. You must comply with all instructions from Jema Safaris and act as a responsible traveller.

11.2. You may be excluded from the trip if your actions cause disruption, with associated costs charged to you.

11.3. You must verify departure times for the return journey at least 24 hours in advance.

Article 12: Complaints

12.1. Complaints must be reported immediately during the trip to the relevant service provider or tour leader.

12.2. If the issue is not resolved, you must inform Jema Safaris in writing within 28 days of returning home.

12.3. Failure to report complaints promptly may result in the loss of compensation rights.

Article 13: Disputes

13.1. Disputes may be referred to the Tanzanian Travel Disputes Committee or the competent courts in Tanzania.

13.2. Tanzanian law governs all agreements with Jema Safaris.

Article 14: Compliance Guarantee

14.1. Jema Safaris guarantees compliance with binding recommendations from the Travel Disputes Committee.

14.2. The guarantee is limited to \$10,000 per binding recommendation.

Section 2: Additional Terms for Tanzania Tourism

Article 15: Local Conditions

15.1. Tanzania is a developing country, and infrastructure may not meet the standards of developed nations. Power cuts, water shortages, and other inconveniences may occur.

15.2. Government-regulated fees (e.g., park fees, taxes) are subject to change and may be passed on to you.

Article 16: Insurance

16.1. Travel insurance is mandatory and must cover medical expenses, repatriation, and emergency evacuation.

16.2. Jema Safaris is not liable for any uninsured losses.

Article 17: Passports and Visas

17.1. You are responsible for ensuring your passport is valid for at least 6 months after your return date.

17.2. Most nationalities can obtain a tourist visa on arrival in Tanzania (50formost,50formost,100 for US citizens).

17.3. Jema Safaris is not responsible for visa issues or associated costs.

Article 18: Pricing

18.1. Prices on our website are per person, based on two people sharing, and exclude visas, tips, and personal expenses.

18.2. Prices are subject to change due to fluctuations in exchange rates, taxes, or fees.

Article 19: Force Majeure

19.1. Jema Safaris is not liable for disruptions caused by force majeure, including natural disasters, political unrest, or airline delays.

19.2. No refunds will be provided for cancellations due to force majeure.

By booking with Jema Safaris & Tours Company Limited, you acknowledge that you have read, understood, and agreed to these terms and conditions. For any questions, please contact us at info@jemasafaris.com.

