

# Karibu Tena Tours

## General Terms and Conditions of Sale (B2C)

Version: 2025-12-18

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### Seller Details

Seller (Company): **KT TOURS LIMITED** (trading as **Karibu Tena Tours**)

Company Registration (BRELA) No.: **164777367**

TIN (TRA): **164-777-367**

VAT Registration No. (VRN): **40-317824-W**

Tourism License No.: **020986**

Licensed Activity: **Tour Operator**

Office: **28 Ndarvoi Street, Daraja II, Arusha, Tanzania**

P.O. Box 1838, Arusha, Tanzania

Email: [welcome@kaributenatours.com](mailto:welcome@kaributenatours.com)

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### 1. Scope and Acceptance

These General Terms and Conditions of Sale (the “**Terms**”) apply to all travel products, tours, safaris, and experiences (the “**Tours**”) sold or operated by KT Tours Ltd, trading as Karibu Tena Tours (the “**Seller**,” “**we**,” “**us**”) for individual consumers (the “**Client**,” “**you**”), regardless of the booking channel used, including direct bookings, online bookings, email, messaging applications, or third-party agents.

By confirming a booking and/or making any payment toward a Tour, you acknowledge that you have read, understood, and accepted these Terms, which form a binding travel contract between you and the Seller.

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## 2. Regulatory Compliance

The Seller is a duly licensed tour operator under the laws of the United Republic of Tanzania and operates in accordance with applicable tourism legislation, transport and safety regulations, and the rules and requirements of relevant authorities, including but not limited to **TANAPA**, **NCAA**, **TAWA**, and other park or governmental bodies.

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## 3. Definitions

- **Client:** The individual consumer who makes a booking with the Seller and enters into a travel contract with the Seller, including the person making the booking on behalf of other Travelers.
  - **Traveler:** Any individual participating in a Tour, including the Client and any additional persons named in the booking.
  - **Start Date:** The date on which the Client first receives services organized or provided by the Seller in connection with the Tour.
  - **Trip description:** The written quotation issued by the Seller (by email, invoice, or message) setting out the proposed Tour itinerary, inclusions, exclusions, pricing, and any specific conditions, which forms part of the contract once accepted by the Client.
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## 4. Booking and Contract Formation

A booking is confirmed when the Seller issues written confirmation (by email, invoice, or message) and/or receives payment toward the Tour. The Tour Quote and booking confirmation form an integral part of the contract.

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## 5. Price and Inclusions

The confirmed Tour price includes only the services expressly stated as included at the time of booking. Any services not expressly included are excluded.

If mandatory government fees (including park fees or taxes) change after confirmation and cannot reasonably be absorbed, the Seller will notify the Client. The Client may accept the adjustment or cancel the Tour and receive a refund of amounts paid for the affected services.

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## 6. Payment Terms

Unless otherwise agreed in writing:

- Bookings made more than **30 days before Start Date** require a 30% deposit to secure the booking, with the remaining balance due **30 days before Start Date**.
- Bookings made **30 days or less before Start Date** require full payment at the time of booking.

Payment can be made by bank transfer, credit card, or cash (cash only by prior arrangement). We will provide our banking details to enable the payment process.

Failure to make payments on time may result in cancellation of the booking and application of cancellation charges.

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## 7. Client Cancellation and Refunds

All cancellations must be submitted in writing. The effective cancellation date is the date the Seller receives the written notice.

### **Cancellation 31 days or more before Start Date:**

Any amounts paid above the 30% deposit will be refunded, less any applicable bank charges, non-refundable taxes/fees, and any third-party supplier penalties already incurred.

### **Cancellation 30 days or less before Start Date:**

The full Tour price (100%) will be forfeited due to non-refundable supplier commitments and operational costs.

If the Tour price has not been paid in full at the time of cancellation, the Client remains liable for the applicable cancellation charges.

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## 8. Changes Requested by the Client

Any changes requested after confirmation are subject to availability and may result in additional costs. Any price increase must be accepted by the Client before the change is confirmed.

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## 9. Changes or Cancellation by the Seller

The Seller may make minor changes where necessary to ensure safety, operational feasibility, or service quality.

If a significant change becomes necessary, the Seller will propose a reasonable alternative. If no suitable alternative is available, the Client may cancel and receive a refund for the affected portion of the Tour.

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## 10. Force Majeure

The Seller may cancel, modify, or curtail a Tour due to events beyond its reasonable control, including but not limited to natural disasters, adverse weather, government actions, park or area closures, security risks, or political instability.

In such cases, the Seller's liability is limited to refunding amounts received for services not provided, less unrecoverable supplier costs. No compensation is payable for indirect or consequential losses, including flights, visas, vaccinations, or personal expenses.

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## 11. Health, Fitness, and Insurance

Clients are responsible for ensuring all Travelers are medically and physically fit to participate in the Tour and must disclose any relevant medical conditions prior to travel.

Comprehensive travel and medical insurance is **strongly recommended** for all Tours and is particularly recommended for high-risk activities such as mountain trekking. Insurance should include coverage for Tour cancellation, medical treatment, evacuation, and repatriation.

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## 12. Travel Documents

Clients are responsible for ensuring all Travelers obtain and carry valid passports, visas, permits, and any required health documentation. Entry requirements may change and must be verified independently.

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## 13. Third-Party Suppliers

Many components of the Tour are provided by independent suppliers (such as lodges, transport providers, or park authorities). These suppliers provide services subject to their own terms and conditions. The Seller acts as an organizer and coordinator of such services.

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## 14. Responsibility and Liability

The Seller is responsible for providing the Tour as described, subject to these Terms.

To the maximum extent permitted by law, the Seller's total liability shall not exceed the total Tour price paid by the Client.

Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded under applicable law.

Travelers must follow the instructions of guides, drivers, and local authorities. The Seller reserves the right to terminate a Traveler's participation without refund if their behavior is unsafe, illegal, or seriously disruptive.

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## 15. Complaints

Any issues should be raised as soon as possible during the Tour to allow prompt resolution. Written complaints must be submitted within **45 days** of Tour completion.

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## 16. Photography and Media

The Seller may occasionally capture photographs or videos during the Tour. Any use of identifiable images for promotional purposes will be subject to Travelers' consent. Travelers may inform the Seller if they do not wish to appear in such materials.

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## 17. Data Protection

Personal data is processed solely for the purpose of delivering the Tour and complying with legal obligations. Data may be shared with suppliers and transferred internationally where necessary to operate the Tour.

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## 18. Governing Law and Jurisdiction

These Terms are governed by the laws of the United Republic of Tanzania. Any disputes shall be subject to the jurisdiction of the courts of Tanzania, without prejudice to any mandatory consumer protection rights.

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## **19. Miscellaneous**

If any provision of these Terms is found to be unenforceable, the remaining provisions shall remain in full force and effect. The version of these Terms in force at the time of booking shall apply.