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Terms and conditions

1. OVERVIEW

Nomad Safaris Limited provides "Services" in relation to Tailor-Made Safaris and is the exclusive distributor for Nomad Tanzania Limited (Safari Camps and Lodges) for international agents based outside of Tanzania.

When a "Confirmed Booking" is made for "Services" with Nomad Safaris Limited (Company Number 11656669, Company Address: Unit 5, Manor Farm Barns, Burcombe, Wiltshire. SP2 0EJ) ("the Company", "we", "us", "our", "ourselves"), by you as an agent ("you", "your" "yourself") on behalf of a Client(s) ("your Client(s)"), you guarantee that you have the authority to accept, and do accept, on behalf of yourself and on behalf of your Client(s), our Terms and Conditions of the booking.

Our Terms and Conditions include, but are not limited to, any other background documentation, such as General Travel Information, Facts Sheets and/or Addendum(s) to this contract which are provided to you as part of a booking. Any Client(s) who choose to use you as their agent will also be held by these Terms and Conditions and it is your responsibility to ensure that all Clients are made aware of these booking terms and conditions.

The "Services" we facilitate with suppliers in relation to Tailor-Made Safaris will be defined as, but not limited to, accommodation, travel, events, entertainment, catering, excursions or use of any other amenity and/or equipment.

A "Confirmed Booking" ("booking") will be defined as a contract for Services between you (on behalf of your Client(s)) and ourselves in relation to your Client(s) booking. A booking will be considered as a "Late Confirmed Booking" where it is confirmed less than 60 days prior to arrival.

A "Client" will be defined as a person or persons who has made a Confirmed Booking with you for our Services.

A "Costed Itinerary" will be defined as our confirmation to you, on behalf of your Client(s), of the payment and deposit terms which you and your Client(s) will be subject to in relation to a Confirmed Booking. Your Client(s) will be responsible for payment of their Costed Itinerary in relation to their Confirmed Booking. Where a booking is amended, a revised Costed Itinerary will be provided to your Client(s).

"Commencement Date" will be defined as the first date of activity within your Client(s) Confirmed Booking as set out in the Costed Itinerary.

These Terms and Conditions will form the basis of your contract with us in relation to any Services we provide or facilitate on behalf of suppliers. A contract exists between you and us as soon as you have confirmed your booking and we have sent you a confirmed Costed Itinerary setting out the payment and deposit terms in relation to the Confirmed Booking. The contract is governed by English Law and is under the jurisdiction of the English Courts.

Please ensure you have read these Terms and Conditions and fully understand their content in advance of confirming your Client(s) booking with us. If you have any questions in relation to these Terms and Conditions, please contact us via email on info@nomad-tanzania.com.

2. BOOKING PRICE

Prices shown in Rates literature are accurate at the date of publication. We reserve the right to alter prices after publication. You will be advised of the current price of our suppliers at the time of booking.

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3. PAYMENT AND DEPOSIT TERMS

You must make and confirm all bookings to us in writing by email at which point your Client(s) booking will be classed as a Confirmed Booking. We will then send you a Costed Itinerary which sets out the payment and deposit terms of each supplier in relation to your Client(s) Confirmed Booking and a separate invoice showing the relevant deposit and balance payment due.

For Nomad Tanzania Camps and Lodges, we will require a minimum 20% deposit within 7 days of the booking being confirmed and full payment of the Costed Itinerary 60 days prior to the Commencement Date of the booking. We reserve the right to release the booking where:

- i. The deposit is not be received within 7 days;
- ii. Full and final payment is not received 60 days prior to the Commencement Date of the booking, we reserve the right to release the booking.

We will require full payment of the Costed Itinerary at the time of any Confirmed Booking which is made within 60 days of its Commencement Date.

Where a booking is made or amended within 60 days of its Commencement Date, full payment is required by your Client(s) within 7 days of the booking or amendment occurring or we reserve the right to release the booking.

We also reserve the right to pass on the deposit amount and payment terms for Third Party Accommodation Suppliers where these differ from our own.

4. CANCELLATIONS AND POSTPONEMENTS

Dependent on the reason for cancellation, any claims for reimbursement of a cancellation of your Client(s) Confirmed Booking must be made directly by you or them to the insurance company concerned. If the reason for their cancellation is covered under the terms of your or your Client(s) insurance policy, you or they may be able to reclaim these charges. We reserve the right to request evidence from your Client(s) on behalf of our suppliers of their insurance claim in this event.

It is your responsibility to ensure that your Client(s) obtain full travel insurance valid from the date the booking is confirmed, including cover against cancellation charges.

4.1 NOMAD CAMPS, LODGES AND GROUND HANDLING SERVICES

Cancellations and postponements of Confirmed Bookings and Services are only effective on receipt of a written notification, whereupon your Client(s) will also immediately become liable for a percentage of the Confirmed Itinerary as set out below, or as referenced within any addendum(s) to these Terms and Conditions applicable at the point the booking is confirmed.

4.2 CANCELLATIONS

Our cancellation criteria and charges are as follows:

CANCELLATION CRITERIA	CANCELLATION CHARGE
Confirmed Bookings which are cancelled more than 61 days prior to their Commencement Date	20% of the total amount of your Client(s) Costed Itinerary will be payable to us as a non-refundable cancellation charge
Confirmed Bookings which are cancelled less than 60 days prior to their Commencement Date	100% of the total amount of your Client(s) Costed Itinerary will be payable to us as a non-refundable cancellation charge

Should your Client(s) fail to join their Confirmed Booking on or after its Commencement Date no refund will be made.

We also reserve the right to pass on the cancellation and postponement terms for any third-party Ground Handling Services we contract on your behalf should these differ from our own.

4.3 POSTPONEMENTS

Depending on the Client's reason for postponement we may allow your Client(s) to postpone their Confirmed Booking up to 60 days prior to its Commencement Date. Confirmed Bookings which are postponed will incur a 10% non-refundable postponement charge of the total amount of the Costed Itinerary. Bookings may be postponed on a case by case basis dependent on their circumstances and entirely at our discretion. Postponements requested 60 days or less prior to the booking will incur a full cancellation charge.

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Once a Confirmed Booking is postponed:

- The original Terms and Conditions under which it was booked will apply for any future changes to the booking.
- Confirmed Bookings may be postponed for up to 12 months from their original Commencement Date.
- Additional costs that are incurred due to the postponement of the Original Confirmed Booking will be met by your Client(s). These costs include, but are not limited to, increases in park fees, a minor being classed as an adult or an increase in a supplier's rate.

4.3 THIRD PARTY ACCOMMODATION SUPPLIERS

In addition to the above, the cancellation terms of each Third-Party Accommodation Supplier in relation to the Confirmed Booking will be clearly identified on the Costed Itinerary and your Client(s) will be liable for these costs in all circumstances. Cancellation policies vary dependent on the Services provided, the time of year and the reason for cancellation. We do not accept any liability for any changes or cancellations made to any Confirmed Booking by a supplier.

5. GROUND HANDLING WAIVER

In the event of any cancellations, change or delay to your Client(s) ground handling arrangements by any of our suppliers (including flights, transfers and accommodation bookings), we will make every effort to assist your Client(s) with rearrangements to minimize disruption to your Client(s) itinerary. It must, however, be expressly understood that any costs incurred by us in this regard, will be passed directly onto your Client(s). This includes any missed connections, the return of lost luggage to your Client(s), as well as any requested changes to the itinerary made after the Confirmed Booking has commenced. We are not responsible for any travel arrangements made directly by you or your Client(s) involving any supplier of any Services (including but not limited to, hot air ballooning, helicopter excursions, boat excursions, cultural activities or walking safaris), other than travel arrangements made through ourselves.

6. BAGGAGE

Limitations are strictly adhered to on all flights within Tanzania, and Regional flights to other East African countries. This limitation includes hand baggage. Passengers are limited to soft bags and with a maximum total weight of 15kgs on bush flights. If your Client(s) are flying with a larger volume of luggage (i.e., over 15 kg in weight) they will need to pre-book an extra seat on the aircraft to accommodate this. Please be aware however, that if they do not do so, any excess baggage will not be boarded on their flight and will be left at the airstrip. In this event, all costs in relation to onward transport of excess luggage will be at your Client(s) expense.

7. LIABILITY

By proceeding with your Client(s) Confirmed Booking, you confirm your understanding that you and your Client(s) accept that we only act as a destination management company for the third-party suppliers in relation to your Client(s) booking and assume no liability or responsibility whatsoever for an injury, death, damage, loss, accident, illness, disease, delay or claim of any description to your Client(s) or their property. We accept no responsibility for any information, for example literature, facts, material, or communications, about the Services we pass on to you or your Client(s) including Nomad Tanzania Limited or any of our suppliers.

In the event that we are found liable to you on any basis whatsoever, our maximum liability is limited to three times the cost of your Client's individual Confirmed Booking. We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of Nomad Safaris Limited staff whilst acting in the course of their employment.

We will additionally not be held liable for any activities or excursions outside of our Costed Itinerary that are arranged directly by your Client(s) themselves.

8. EMERGENCY COVER AND MEDICAL TREATMENT

Emergency Evacuation Cover is mandatory for all East African itineraries and cover is automatically included within our Costed Itinerary. This is not a substitute for personal travel insurance and your Client(s) must also make their own arrangements for full insurance prior to travel.

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Failure by agents to provide Emergency Evacuation Cover details for their Client(s) can result in delays in medical evacuation whilst payment confirmation formalities are being processed. This is likely to increase the risk of medical complications.

We are not responsible for covering any costs incurred for medical treatment or any evacuation for Clients whilst on safari, nor are we responsible for any complications which may result from a delay in arranging such medical evacuation.

9. INSURANCE

It is a condition of the acceptance of the Confirmed Booking with us that your Client(s) must be fully insured by a comprehensive policy which covers all activities performed within the booking, medical and holiday cancellation cover and also covers any specific health conditions they may have from the moment your Client(s) booking is confirmed. It is your Client(s) responsibility to ascertain from their insurance company that no exclusions are applied to their policy, for example some travel and medical insurances do not cover mountain climbing up to 6,000 meters above sea level, ballooning or scuba diving. Your Client(s) are also strongly advised to insure their property and personal belongings fully for the duration of the booking.

10. TRAVEL DOCUMENTS AND HEALTH

The onus is on you and your Client(s) to ensure that their passports, visas, travel permits, health certificates, inoculations other documentation required for their travel are obtained and are in order. The Company, their Staff and Agents cannot be held responsible for any failure to comply with necessary requirements.

Health – your Client(s) should seek recommendations from their General Practitioner or local travel clinic regarding sensible medical precautions whilst travelling.

Destination/Tanzania Travel advice - we strongly recommend that your Client(s) seek the advice of their local foreign office/state department, regarding travel to your Client(s) destination.

Cancellation charges will be applied if a Confirmed Booking is cancelled for these or any other reasons.

11. FORCE MAJEURE

1. Unless stated in these Terms and Conditions we cannot accept liability or pay compensation where our obligations under this contract, or our suppliers, is prevented or affected by "Force Majeure" meaning, any circumstances beyond our reasonable control of the Company (including, but without limitation, war or threat of war, sabotage, civil disturbance, or requisition, acts of God, fire, accident, flood or explosion, sickness, disease, Government intervention (including advice from Government to avoid or leave a particular country which may constitute force majeure), weather conditions or other untoward occurrences).
2. If your Client(s) booking is affected by Force Majeure we shall as soon as practicable notify you of the nature and extent thereof.
3. We shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you or your Client(s), by reason of delay in performance, or by non-performance of any of our obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.
4. If your Client(s) booking is affected by Force Majeure it shall be entitled to and may in its absolute and sole discretion, cancel or vary any arrangements or itinerary in relation to the booking. Payment of any refund by the Company as a result of the non-performance of any of our obligations hereunder shall remain in its sole and absolute discretion we shall use its reasonable endeavours to reimburse you where possible. However, the Company shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to us of the Force Majeure.
5. Regarding Civil unrest, once we have investigated the prevailing situation as it deems fit, it shall remain in our sole and absolute discretion whether to proceed with the booking. Your Client(s) may in such circumstances cancel the trip. However, if, after having made all reasonable and proper inquiries, we are of the opinion that the trip may proceed, no refund will be payable to your Client(s) and the provisions under refunds will apply.

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12. SURCHARGES

Although we hope that we will not have to levy surcharges to your Client(s), we reserve the right to do so on the invoiced amount should this become necessary due to increases forced upon us by any of our agents or suppliers as well as through exchange rate fluctuations, new government levies or taxes, changes in Park, Reserve, Conservation Area or Community fees. We will endeavour to notify you in writing as soon as we are aware of any likely surcharge to enable you to communicate this to your Client(s). This surcharge will apply to all confirmed and invoiced bookings, regardless of whether payment has been received or not by us.

Where your Client(s) Confirmed Booking includes full board in any of Nomad Tanzania Limited's Safari Camps and Lodges, they will be responsible for paying park concession or camping fees upon entry as this will not form part of their Confirmed Booking.

13. AIRLINES

Carriage by the airlines concerned is subject to the terms and conditions of the carrier with whom your Client(s) are traveling and to international conventions. We have no control and accept no liability whatsoever for cancellations or delays which are subject to operational decisions by the carriers. All flights are subcontracted to independent aviation Companies who are entirely responsible, and therefore liable, for all aspects of the flying operation.

Notice of enforceability - Please Note: When you book travel related Services with us or with our suppliers for your Client(s), you are entering into a binding agreement that assumes all terms and conditions are fully understood as stated in any Company documents. You are responsible for ensuring that you and your Client(s) are fully aware of the latest Terms and Conditions.

14. UNREASONABLE BEHAVIOUR

Your Client(s) are expected to conduct themselves in an acceptable manner and not to disrupt the enjoyment of others. If, in our opinion, your Client(s) behaviour is causing, or is likely to cause distress, danger or impacts to other Client(s) or damage to property to any other third party, causes a delay or diversion in transportation our suppliers will reserve the right, after due consideration and warning, to terminate your Client(s) booking arrangements. In such circumstances your Client(s) will have no further redress against ourselves or our suppliers in respect of any lost part of the booking or additional expenses incurred. Our suppliers additionally cannot be held responsible for the actions or behaviour of other Clients or individuals who have no connection with your Client(s) booking with us.

15. INFECTIOUS AND CONTAGIOUS DISEASES

If your Client(s) develops an infectious or contagious disease and in our reasonable opinion their presence represents a serious risk of infection to other Clients, we reserve the right to request your Client(s) departure from our supplier(s) premises. In such circumstances, we will make every effort to assist with means of returning your Client(s) to their point of origin, but any costs incurred will be your Client(s) responsibility. It is also your Client(s) responsibility to make contact with their insurer.

16. DIETARY AND OTHER SPECIAL REQUIREMENTS

If your Client(s) require any special requirements these must be raised at the time of their booking. It is also your Client(s) own responsibility to alert Camp Managers immediately on arrival regarding any life-threatening allergies, whether or not this information has previously been mentioned within the booking process

Our suppliers will do their utmost to arrange for your Client(s) dietary requirements to be catered for in our suppliers' camps, for example gluten and dairy free, vegetarian, vegan or food preparation in relation to religious requirements, although we cannot guarantee that all dietary needs can be accommodated.

Where our suppliers may not be able to accommodate your Client(s) food allergy this may be because their kitchens handle peanuts, tree nuts, sesame seeds and sesame oil, fish, egg, shellfish (mollusks and crustaceans), milk, gluten, celery and sulfite-containing products, amongst other food products, and it is impossible to fully guarantee separation of these allergens at all times from other ingredients in storage, preparation or cooking.

Given the diverse environments and nature of our suppliers' camps and safaris, your Client(s) travel and stay in camp at their own risk and we cannot be held accountable for your Client(s) if they experience an allergic reaction whilst travelling or staying with our suppliers.

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If your Client(s) have a life-threatening (or otherwise) allergy, they will need to be equipped with appropriate medication, which if required, is to be administered by another Client within their party.

If your Client(s) is mobility impaired, have any medical circumstances or disabilities which may affect their booking we must be notified in advance of making the booking so that we can ascertain whether our suppliers are able to satisfy their needs. Our suppliers do not have any vehicles fitted with wheelchair lifts, so it is essential that all Clients are able to manage boarding vehicles unaided or with the assistance of members of their own party.

Any special requests or requirements do not form part of these Terms and Conditions we are not liable for any failure to accommodate or fulfil such requests.

17. DATA PROTECTION

Protecting privacy is a top priority for us. We will collect and process various types of personal data about your Client(s) whenever you make a booking on their behalf in order to fulfil their request, where we have been asked to send promotional material and when responding to any enquiries on the basis of legitimate interest and when complying with a legal or regulatory obligation. We will only process personal data in accordance with our Privacy Policy, which can be found at www.nomad-tanzania.com/privacy-policy, or as permitted by data protection laws. You and your Client(s) personal data will be protected by the EU General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

Your Client(s) have the right to access their personal data that we hold or process on them, and to know for what purpose and to whom it may be or has been disclosed. You or your Client(s) may update or correct your personal data so that it is always accurate, delete your personal data from our records if it is no longer needed and restrict the processing of your personal data in certain circumstances, for example when receiving promotional material or other communications from us at any time by unsubscribing to our e-mails or otherwise contacting us.

Your Client(s) may contact us at any time or if they have any complaint about the way in which their personal data has been dealt with by us by e-mail to dpo@nomad-safaris.com or by post to Nomad Safaris Ltd, Unit 5, Manor Farm Barns, Burcombe, Wiltshire, SP2 0EJ. We will investigate any complaint and respond as soon as we reasonable can. Complaints can also be made to the United Kingdom's Information Commissioner's Office (ICO). For further information about your rights please visit www.ico.org.uk.

18. MINORS

Anyone under the age of 18 (i.e., aged 17 or younger) at the Commencement Date of a Confirmed Booking is considered to be a minor. However, the definition of a minor(s) age limit may be lower (i.e., aged 16) dependent on the activities that are included within a Confirmed Itinerary, and additional fees will be charged in these circumstances.

Minors must always be accompanied by an adult who will be responsible for the child at all times. One adult may accompany up to two minors. Some activities (for example, but not limited to, Chimp & Gorilla treks, walking, flycamping) have a minimum age requirement and therefore will prevent certain age groups from participating. It is your Client(s) responsibility to ascertain any age restrictions placed on an activity in advance of confirming their booking.

If the consent of a parent, guardian or any other person is required by applicable law for any minor to travel, the accompanying adult is responsible for securing all consents, documentation and ensuring that they and the minor(s) meet all legal requirements to travel, to enter into and depart from applicable countries and regions. We will not be responsible for any fees, damages, or losses incurred as a result of any failure to secure necessary consents, permits, and approvals.

Each adult on a booking with a minor or minor(s) is jointly and severally responsible for the behaviour, wellbeing, supervision and monitoring of such minor(s), and jointly and severally accepts these Terms for and on behalf of any minor(s) on their booking, and whilst performing any Services in relation to the booking, including all assumptions of risk and limitations of liability. We do not provide care Services for minors and expressly disclaim any responsibility for chaperoning or controlling any minor(s).

19. COMPLAINTS

We are committed to providing a high-quality Service to all our customers. When something goes wrong or if your Client(s) have a problem with their booking, you or they must inform us directly by writing to us, or alternatively contact nomadfeedback@nomad-safaris.com.

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