

# Booking Terms And Conditions

## OVERVIEW

These Terms and Conditions apply to any tours booked with PK Adventure Ltd a local adventure travel company based in Moshi, Tanzania. These Terms & Conditions govern the contractual relationship between PK Adventure Ltd and yourself. Please read these Terms and Conditions carefully as by booking any tour with you PK Adventure Ltd acknowledge that you have read and understood these Terms and Conditions and you accept and agree to be bound by these Terms and Conditions. If you have confirmed a booking on any tours with more than one client named and booked on such a booking, you shall be deemed to have accepted these Terms and Conditions on behalf of all clients named in the booking (including minors and those with a disability) and therefore all clients in that group indicate their acceptance and agreement to these Terms and Conditions. The client who confirmed the booking is considered to be the selected contact person for all other clients named in that booking.

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### 1. DEPOSITS & FINAL PAYMENT

Upon booking a tour with PK Adventure Ltd, a **30% deposit** is required to secure the tour and begin the necessary booking processes and ground preparations. An invoice will be sent to the client together with the payment instructions.

Final balance payment of the tour booked is required at the arrival day and it should be paid in full cash money or 20 days before the tour starts in case of wire transfer or similar ways.

All payments made to should be free of bank charges and credit card transaction surcharges. PK Adventure Ltd is not responsible for any charges levied or charged by third parties and/or financial institutions and payable by the client as a result of credit card or other payment transactions in connection with the purchase of a tour and will not refund or return any fees charged by such third parties in connection with payments made by clients to PK Adventure Ltd.

### 2. BOOKING AGREEMENT

A booking is confirmed and these Terms and Conditions shall apply when PK Adventure Ltd have received the applicable deposit from the client and the client has received written confirmation from PK Adventure Ltd of such booking. The client confirming the booking must be 18 years of age and above and agrees to provide full, complete and accurate information as requested by PK Adventure Ltd to confirm the booking. Any client confirming a booking on any tours with more than one client named and booked on such booking represents and warrants to PK Adventure Ltd that:

- i) They have all requisite consents and authority to make such a booking on behalf of all other clients named on the booking, and have communicated all necessary information to the other clients in order for them to give free and fully informed authorization to do so.
- ii) The information that they have provided regarding all clients is complete and accurate, and they have obtained all necessary consents and permissions to share such information with PK Adventure Ltd for the purposes of completing the booking.

### 3. CANCELLATION POLICY

A client may cancel their booking by notifying PK Adventure Ltd. The applicable cancellation fees shall be determined with reference to the date on which the request to cancel is received by

PK Adventure Ltd and are expressed hereinafter as a percentage of the total price paid for the cancelled tour.

(a) Cancellation received 35 days or more before the tour starts: No Cancellation Fees will be charged

(b) Cancellation received 11 – 34 days before the tour starts: 10% Cancellation Fee will be charged

(C) Cancellation received 3 – 10 days before the tour starts: 30% Cancellation Fee will be charged

(d) Cancellation received within 48hrs before the tours starts: 100% Cancellation Fee will be charged

(e) Tailor-made tours may be subject to alternative cancellation terms, which will be communicated to applicable clients at the time of booking.

#### **4. TRAVEL INSURANCE**

PK Adventure Ltd does not provide travel insurance therefore the client must obtain travel insurance from their home country with the minimum recommended medical, evacuation, and repatriation coverage covering all applicable dates of any travel with PK Adventure Ltd and this insurance must cover personal injury and emergency medical expenses. It is strongly recommended that clients also extend their coverage to include cancellation and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the client. The cost of the tour does not include any insurance coverage for the client, and that the client is required to obtain separate coverage at an additional cost to the tour price. When obtaining travel insurance the client must ensure the insurer is aware of the type of travel to be undertaken so that the insurer may properly cover travel on the applicable tour.

#### **5. MEDICAL CONDITIONS**

All clients are obligated to truthfully provide requested relevant medical information to PK Adventure Ltd upon booking their tour. Clients are responsible for assessing their own suitability and capability to participate a tour with us. All clients should consult their physician regarding their fitness for taking part in the booked tour. PK Adventure Ltd recommends all clients to seek their physician's advice regarding necessary or advisable vaccinations, medical precautions, or other medical concerns regarding the entirety of the client's travel with PK Adventure Ltd, PK Adventure Ltd does not provide medical advice.

Adventure tours provided by PK Adventure Ltd involve visiting remote or less developed regions of Tanzania, where medical facilities may not meet the standards of those found in a client's home country. The condition of medical facilities in these areas varies and PK Adventure Ltd makes no representations and gives no warranties in relation to the standard of such facilities or medical treatment in those regions.

#### **6. SPECIAL REQUIREMENTS**

PK Adventure Ltd will strive to accommodate the special requests of clients, including (without limitation) dietary and accommodation requests, but such requests do not form part of these Terms and Conditions or the contract between the client and PK Adventure Ltd is not liable for any failure to accommodate or fulfill such requests.

#### **7. PRICES, SURCHARGES AND TAXES**

Due to the nature of the tourism industry in Tanzania and the prices of the resources on which it depends, the published price of any tour product is subject to change at any time, before or after booking confirmation, up to 30 days before the departure of such a tour. PK Adventure Ltd reserves the right to impose surcharges on any tour products, but only for reasons arising from

increases in accommodation costs, transportation costs, fuel costs, dues, taxes or fees chargeable for services such as third party supplier costs, currency and exchange fluctuations, park fees, increases in taxes, or government action which impacts the price of the applicable tours, but only where the increase in question is substantial enough to warrant the right to impose these surcharges. PK Adventure Ltd shall provide notice to the affected client as soon as reasonably possible upon learning of the necessity to impose a surcharge in accordance with this section. Upon receiving notification from PK Adventure Ltd. the affected client(s) may elect to either:

- (a) cancel the applicable tour booking without incurring any penalty; or
- (b) accept the change of price.

The client must notify PK Adventure Ltd. of their election within 14 days of receipt of notice of the increase, or they shall have been deemed to have accepted the price change and have accepted liability for payment of the increase.

From time to time PK Adventure Ltd may offer reduced pricing on selected tours. The reduced pricing applies strictly to new bookings. Bookings that have already been confirmed (which for these purposes shall mean bookings in respect of which payment of at least a deposit has been received by PK Adventure Ltd) are not entitled to the reduced pricing.

## **8. GUARANTEED DEPARTURES & CANCELLATION OF A TOUR BY PK ADVENTURES LTD**

PK Adventure Ltd guarantees all scheduled group tour departures that have been booked by a client shall depart as scheduled (subject to reasonable itinerary changes). Brochures, and other printed materials displaying tour information and departure dates are subject to change, and such dates are excluded from this guarantee. A departure shall become guaranteed once at least one client has a confirmed booking. This guarantee is not applicable in Force Majeure situations. If a tour is canceled by PK Adventure Ltd before the agreed date of departure for reasons not arising from Force Majeure or the fault or negligence of or within the reasonable control of the client, the client shall have the choice of:

accepting from PK Adventure Ltd a substitute tour product of equivalent or superior value, where such substitute is reasonably available; or

accepting from PK Adventure Ltd a substitute tour of lower value if no tour of equivalent or superior value is reasonably available, and to recover from PK Adventure Ltd the difference in price between the price of the tour originally purchased and that of the substitute tour; or accepting from PK Adventure Ltd a full refund of all monies paid for the canceled tour.

PK Adventure Ltd is not responsible for any incidental expenses or consequential losses that the client may have incurred as a result of the canceled booking such as visas, vaccinations, non-refundable flights or rail, nonrefundable car parking or other fees, loss of earnings, or loss of enjoyment, etc. PK Adventure Ltd reserves the right to issue a full refund in lieu of the choices above, in its sole discretion. Where after departure a significant element of the tours as described cannot be provided, PK Adventure Ltd will make suitable alternative arrangements for the continuation of the tours. If it is not possible to provide a suitable alternative or the client reasonably rejects any suitable alternatives, PK Adventure Ltd will provide the client a refund of unused tour products or tour product portions.

## **9. CANCELLATION OF A TOUR BY THE CLIENT**

If the client is prevented through reasons completely beyond such client's control from proceeding with a tour as booked the client may, if possible, transfer his/her tour booking to a person who satisfies all the conditions applicable to the tour, provided that the client gives notice to Pace PK Adventure Ltd of the client's intention to transfer no less than 14 days before the date

when the tour departure is due to take place. Where such a transfer is made, the transferring client and the transferee client shall be jointly and severally liable to PK Adventure Ltd for payment of the price of the tour (or, if part of the price has been paid, for payment of the balance) and for any additional costs arising from such transfer. For private tours, PK Adventure Ltd can also reserve the tour for a client should they decide to postpone the tour to a later date. The client however will be responsible for paying cancellation fees as per the cancellation policy and also for any unforeseen extra costs which arise until the client does the tour at a later date (i.e – accommodation costs, transportation costs, fuel costs, dues, taxes or fees chargeable for services such as third party supplier costs, currency and exchange fluctuations, park fees, increases in taxes, or government action which impacts the price of the applicable tours).

#### **10. CANCELLATIONS AND CHANGES**

The client acknowledges by booking a tour with PK Adventure Ltd that the nature of adventure travel, especially in Africa, requires considerable flexibility and acknowledges that they will permit reasonable alterations to the tour and/or itinerary by PK Adventure Ltd. The client acknowledges their understanding that the route, schedules, timings, accommodations, itineraries, amenities and mode of transport may be subject to change without prior notice due to circumstances or events, which may include sickness or mechanical breakdown, incidents in the location where the tour will be operated, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, extreme weather and other unpredictable or unforeseeable circumstances which are beyond the reasonable control of PK Adventure Ltd and that PK Adventure Ltd is not liable to any client for such changes or amendments.

PK Adventure Ltd shall not be liable to pay any discounts or refunds for missed or unused services which were missed or unused by the client due to no fault of PK Adventure Ltd, its suppliers, or representatives, which shall include any termination of the client's participation in the tour due to the client's own fault, negligence or breach of these Terms and Conditions.

Although PK Adventure Ltd will strive to ensure that the tour you have booked goes as planned, we do not guarantee that we will abide by the agreed tour itinerary and we therefore reserve the right to amend the tour itinerary where doing so may be necessary or advantageous. We will strive to notify you of any changes prior to the tour departure. However, PK Adventure Ltd is not obligated to do so, nor shall not be liable to pay any refunds that may be claimed to result from such changes. PK Adventure Ltd is not in control of the management of the accommodation providers we use on our tours. Therefore, in some circumstances we may be notified by our accommodation providers that our reserved accommodation is no longer available, due to reasons that are beyond our control, and not the fault or negligence of PK Adventure Ltd. In such circumstances we will provide alternative accommodation of at least the same standard or higher standard.

Where it may be absolutely necessary to amend the tour itinerary during the tour, the tour guide will arrange the best available alternative. The decision to do so will rest on the tour guide and his/her decision is final. This is mainly applicable but not limited to mountain climbing products where the guide believes the client is not able to continue with the climb due to illness, injury, extreme weather, or other factors beyond the guide's control.

#### **11. RISK**

The client acknowledges that the nature of our tour products is adventurous and may involve a significant amount of risk to clients' health and/or safety. There are dangers inherent to adventure travel generally and the client acknowledges they have considered such risks to health and safety and are willing to assume it to the full extent legally possible, by confirming their

booking of this tour. The client hereby assumes all such risk and does hereby release PK Adventure Ltd from all claims and causes of action arising from any losses, damages or injuries or death resulting from these risks inherent in travel, including adventure travel specifically, visiting wild and remote areas, and participating in adventurous activities such as those included in the tour itineraries. Standards of hygiene, accommodation and transport in some areas where the tours take place are often lower than comparable standards than what the client may reasonably expect in their home country or region.

The client acknowledges that the degree and nature of personal risk involved depends on the nature of the tour booked, or the location(s) in which such a tour is to operate, and that there may be a significant degree of personal risk involved in travel on the tour, particularly if such a tour involves physical activities, travel to remote locations, high altitude activities or other high-risk activities, or travel areas of Tanzania with under-developed infrastructure. The client acknowledges they have considered the potential risks, dangers and challenges in light of their own personal capabilities and needs, and expressly assumes the risks attendant to travel under such conditions. The client acknowledges and agrees that PK Adventure Ltd is will provide, to the best of its ability, information or guidance to the client with respect to local customs, weather conditions, specific safety concerns, physical challenges or laws in effect in any locations where tours are operated, but will not be liable if the client does not act according to the information provided.

The client must at all times strictly comply with all applicable laws and regulations of Tanzania and regions visited on the applicable tour. Should the client fail to comply with the above or commit any illegal act when on the tour or, if in the opinion of the PK Adventure Ltd (acting reasonably), the client's behavior is causing or is likely to cause danger, distress or material annoyance to others, PK Adventure Ltd may terminate that client's travel arrangements on any tour immediately without any liability on PK Adventure Ltd part and the client will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the travel arrangements, including, without limitation, return travel, accommodations, meals, and/or incidentals.

Clients agree that they are responsible for any costs incurred by PK Adventure Ltd, as a result of damage, destruction, theft, or excess cleaning fees caused or occasioned by the client while on tour. Clients agree to immediately report any pre-existing damage of this kind to staff of the accommodation, transportation service, or facility (as appropriate) and/or PK Adventure Ltd representative as soon as possible upon discovery by the client.

Client agrees to take all prudent measures in relation to their own safety while on any PK Adventure Ltd tour, including, but not limited to, the proper use of safety devices such as seat belts, harnesses, and helmets, and obeying all posted signs and warnings in relation to client health and safety. PK Adventure Ltd, not is Third Party Suppliers shall not be liable for any failure on the client's part to comply safety instructions or recommendations of PK Adventure Ltd its Third Party Suppliers.

## **12. COMPLAINTS**

Client agrees to bring any complaints regarding a tour to PK Adventure Ltd as soon as possible in order to provide PK Adventure Ltd with the opportunity to address such complaint properly. Client agrees to inform the head guide or other designated PK Adventure Ltd representative at the earliest opportunity. PK Adventure Ltd assumes no liability for complaints that are not properly brought to the attention of PK Adventure Ltd with sufficient notice for PK Adventure Ltd to resolve or attempt to resolve any client complaints. Any complaint made after the

completion of a tour must be received in writing by PK Adventure Ltd within 30 days of the end of the tour in question.

### **13. THIRD PARTY SUPPLIERS**

PK Adventure Ltd makes arrangements with accommodation providers, activity providers, coach companies, transfer operators, shore excursion operators, tour and local guides, and other independent parties (“Third Party Suppliers”) to provide you with the travel services and other services you purchase or which form the component parts of your product Tour. Third Party Suppliers may also engage the services of local operators and/or sub-contractors for the provision of travel services that form part of the tour(s). Although PK Adventure Ltd takes all reasonable care in selecting Third Party Suppliers, PK Adventure Ltd is unable to control Third Party Suppliers and do not supervise Third Party Suppliers and therefore cannot be responsible for their acts or omissions. The travel services and other services provided are subject to the conditions imposed by these suppliers and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements that govern the provision of their services. These may limit or exclude liability of the supplier. Client acknowledges that Third Party Suppliers operate in compliance with the applicable laws of Tanzania and PK Adventure Ltd does not warrant that any Third Party Supplier is in compliance with the laws of the client’s country of residence, or any other jurisdiction.

To the fullest extent permissible by law, PK Adventure Ltd is not liable and will not assume responsibility for any claims, losses, damages, costs or expenses arising out of inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from the act or omission of any party other than PK Adventure Ltd and its employees. For clarity, neither PK Adventure Ltd nor any carrier is liable for the acts or omissions, whether negligent or otherwise, of Third Party Suppliers or any independent contractors.

### **14. LIABILITY**

PK Adventure Ltd are not responsible for any damages, expenses, losses, or claims which are attributable to the fault of any client, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services that form any part of the tours, or a force majeure event.

PK Adventure Ltd shall have no liability for loss, theft of or damage to baggage or personal effects of Clients while participating in a tour. Clients should not leave personal belongings unattended in any public areas, on board any mode of transportation, or elsewhere, and are responsible at all times for their own effects and belongings. PK Adventure Ltd cannot accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by PK Adventure Ltd such as hotels, homestays, vessels, expedition vehicles, or any other mode of transportation.

In the event that any loss, death, injury or illness is caused by the negligent acts and/or omissions of PK Adventure Ltd or of the third-party suppliers of any services which form part of the Contract then PK Adventure Ltd limits its liability, where applicable by all applicable International Conventions.

### **15. FORCE MAJEURE**

PK Adventure Ltd shall not be liable in any way to the client for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for PK Adventure Ltd failure to commence, perform and/ or complete any duty owed to the client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God,

war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of PK Adventure Ltd; or an event which PK Adventure Ltd or the supplier of services, even with all due care, could not foresee.

#### **16. IMAGES AND MARKETING**

The client agrees that while participating in any PK Adventure Ltd tour, images, photos or videos may be taken by other clients and/or PK Adventure Ltd representatives or Guides that may contain or feature the client in part or in whole. The client acknowledges that they consent to any such images, photos and videos being taken and grants a perpetual, royalty-free, worldwide, irrevocable license to PK Adventure Ltd, its affiliates and assigns, to reproduce for any purpose whatsoever (including marketing and promotions), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation to the client or compensation payable to the client.

#### **17. AMENDMENTS**

PK Adventure Ltd reserves the right to update and/or alter these Terms and Conditions at any time, and shall post the amended Terms and Conditions on the PK Adventure Ltd Website. Any such amendment shall take effect 10 days following their posting to the Website. The latest Terms, as amended, may be accessed any time on the PK Adventure Ltd website, or will be sent to clients upon their written request to PK Adventure Ltd. Clients shall be deemed to have accepted any amendments to these Terms and Conditions on the date that is 10 days after their posting on the PK Adventure Ltd website. PK Adventure Ltd recommends that all clients refer to the Terms and Conditions prior to their travel to familiarize themselves with the most up-to-date version of the Terms and Conditions.