



Mega Adventures Ltd
P.O.Box 8005 Moshi, Tanzania
Phone: +255715820280

1. RESERVATION AND PAYMENTS

1.1 Reservations can be made by contacting Mega Adventures Ltd, hereinafter referred to as the "Company", or through a booking agent chosen by you.

1.2 Safaris/ Climbs are booked and confirmed only on receipt of a deposit as follows:

- When you book a tour a deposit of 30% of the total cost of the tour is required at the time of booking.
- 50% of the tour cost to be paid 60 days prior to the tour. Making a total of 80%, if your booking is done at this time frame you are required to pay 80% of the tour.
- 20% which is the remaining balance to be paid 4 weeks before arrival to allow for the transfer time or paid in cash on arrival in USD \$50 or \$100 bills of 2009 series or above or in Euro's €50- €100

Note: There shall be no binding contract until the deposit has been paid. When the Company acknowledges receipt in writing of the deposit to you, it shall be deemed to constitute acceptance and confirmation of the reservation.

By paying a deposit, you the client and Mega Adventures Ltd are deemed to be under contract for the dates quoted for your safari.

2. CANCELLATIONS AND REFUNDS

2.1 Any cancellation of a reservation must be in writing and shall only be effective upon its acknowledged receipt by the Company.

Cancellations

- 7 days before arrival 0% refund.
- 14 days before arrival 30% refund.
- 30 days before arrival 40% refund.
- 60 days before arrival 50% refund.

2.2 Postponements/ reduced length of Stay/ Reduced No of Client:

For any of the mentioned after the deposit has been done will result into the deposit being applied to the new itinerary .Lodges and permanent Tented camps have stricter loss of deposit policies that may force us to deduct any amount retained by them.

Note: All refunds made due to cancellations will be less bank charges.

3. FOR YOUR INFORMATION

3.1 The Company acts as a sales and marketing agent for Mega Adventures Ltd in Tanzania.

3.2 The Company also acts as a booking agent when requested or necessary, for hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners and other independent contractors providing accommodations, transportation, and/or other services. Each of these companies is an independent corporation with its own management and is not subject to the control of the Company including, but not limited to, various ground/air operators.

3.3 All bookings like those described above are accepted by the Company, as agent for independent ground/air operators. The transportation, accommodations and other services provided by the ground/air operators are offered subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them and/or their suppliers. Because the Company does not have the right to control the operations of the independent operators and their suppliers, IT CANNOT BE LIABLE FOR ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE which may arise out of these services.

3.4 The Company reserves the right to cancel any itinerary, or any part of it, to make such alterations in the itinerary, as it deems necessary, or desirable, to refuse to accept or to retain as a member of any safari any person at any time, and to pass on to safari members any expenditure occasioned by delays or events beyond its control. In case of any appreciable variation in its cost, the Company reserves the right to adjust its rates. In the case of discontinued flights, delays or changes resulting in miss connections etc., we will require you accordingly.

3.5 Air charters in Tanzania are contracted for with local carriers. Typically, the charters are not private for your party only, and the Company does not control the rates, number of passengers or routing.

4.0 RISKS

4.1 The company draws your attention to the fact that there are certain inherent risks involved in participating in the type of trips climbs or safaris sold by the Company and that you accept them at your own risk.

4.2 It is your sole responsibility to take all appropriate medical advice prior to departure as to whether you are fit enough to undertake the trip booked.

4.3 By accepting these terms and conditions, you acknowledge and agree that adventure travel, whether in civilized or remote areas, by plane, train, auto, boat, horseback, other conveyance, or on foot, involves inherent dangerous risks of illness, injury, death or loss and damage of property, which may be caused by negligence of others, forces of nature, and other causes known or unknown. You recognize that such risks may be present at any time before, during or after the trip.

4.4 You acknowledge and agree that your participation on a safari/climb with the Company is conditioned upon, among other things, the signing of the release of liability attached hereto in favor of the Company and its representatives and suppliers (Release).

5.0 FORCE MAJEURE

5.1 "Force Majeure" means, in relation to the Company, any circumstances beyond the reasonable control of the Company (including, but without limitation, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, terrorist attacks, sabotage, insurrection, civil disturbance or requisition, sickness, quarantine, government intervention or hindrance of any kind, weather conditions or other untoward occurrences

5.2 If the Company is affected by Force Majeure it shall endeavor to notify you of the nature and the extent of the Force Majeure in a timely fashion.

5.3 The Company shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, because of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any ForceMajeure.

5.4 If the Company is affected by Force Majeure it shall be entitled to, and may in its sole and absolute discretion, vary or cancel any itinerary, or arrangement in relation to the trip. Payment of any refund by the Company to you as a result of the nonperformance of any of the Company's obligations hereunder shall remain at its sole and absolute discretion whilst endeavoring to reimburse you where possible.

However, the recovery, of the reasonable, actual and potential costs to the Company of the Force Majeure shall apply.

5.5 In all circumstances where a Force Majeure event has occurred, once the Company has investigated the prevailing situation, as it deems fit, it shall remain in the Company's sole and absolute discretion whether to proceed with your safari/ climb, If after having made all reasonable and proper inquiries,

the Company is of the opinion that your safari/climb may proceed, and you choose to cancel your safari, no refund will be payable to you and the provisions of Section 2 shall apply.

5.6 Without limiting the other provisions of this Section 5, you acknowledge and agree that you are aware that travel warnings and advisories are issued on occasion for the country in which your safari/climb is booked. You further acknowledge and agree that the issuance of a travel warning or advisory does not give rise to an automatic right of cancellation for you. If a travel warning or advisory is issued prior to the start of your safari or during your safari, the Company will investigate the situation giving rise to the warning or advisory and will make a determination as to whether to proceed with your safari/climb consistent with Paragraph 5.5 above. If, after having made all reasonable and proper inquiries, the Company is of the opinion that your safari/climb may proceed, and you choose to cancel your safari, no refund will be payable to you.

6. INSURANCE

The Company strongly recommends that you obtain the following types of insurance which are commercially available: - Accident Death and Disability - Major Medical - Emergency Medical Evacuation - Loss of Personal Effects - Trip Cancellation By accepting these terms and conditions, you acknowledge that the Company does not typically provide these types of insurance to you or arrange them for your benefit, that the Company has no obligation to provide these types of insurance for you, that the costs of these insurances are not included in your safari/ Climbing costs payable to the Company unless expressly so stated on your invoice, and that it is your responsibility to provide for these coverage's if you want to have them. By accepting these terms and conditions, you acknowledge and agree that the Company is not liable to you as a result of the services provided to you by these providers, or for their failure to provide services to you, or otherwise. The release of liability applies regardless of whether the Company has referred providers to you, arranged coverage on your behalf, or otherwise.

7. SURCHARGES

Although the Company hopes that it will not need to levy surcharges, it reserves the right to do so if this becomes necessary. The Company will endeavor to notify you in writing as soon as it is aware of any likely surcharge. For the purposes of this provision, surcharges may include, but are not limited to, additional costs levied by the government on safaris/climbs of your type, additional costs incurred by the Suppliers as a result of new taxes, government charges, third party services and others like that.

8. CONDITIONS OF BOOKING

You agree that you and any minors that are travelling with you shall comply at all times with the instructions of the Company's representatives and the representatives of the Suppliers. No client shall be accepted or be permitted to continue on a safari while their status of mental or physical condition is, in the opinion of any representatives of the Company, the outfitter and/or supplier or the professional guide assigned to your safari/Climb, such as to render them incapable of caring for themselves or make themselves objectionable to other clients or become a hazard to themselves or other clients. The

Company will not be responsible for expenses by such persons precluded from completing a safari/climb for this reason.

9. GROUP DEPARTURES

Group departures unless confirmed in writing that a particular number of people is available cannot be proven available, for clients looking for more members to make a group Mega adventures will try its best to find you the right group otherwise groups cannot be guaranteed.

10. CARRIAGE BY LAND, SEA AND AIR

Carriage by land, sea and air is subject to the terms and conditions of the carrier with whom you travel and to international conventions some of which may limit liability. Land, sea and air travel are also subject to operational decisions of carriers and air and sea ports which may result in cancellations, delays or diversions, over which the Company has no control and for which the Company accepts no liability whatsoever.

11. BAGGAGE

Temporary or permanent loss of baggage is the responsibility of yourself or the carrier. It is not the responsibility of the Company and any expense involved in such a loss is entirely yours and/or the carrier's responsibility.

12. TRAVEL DOCUMENTS AND VACCINATIONS

It is your responsibility to ensure that passports, visas, travel permits, health certificates, inoculations, or other documentation required for the trip are obtained and are in order. It is your responsibility to meet any additional costs incurred either by yourself (or by the Company on your behalf) as a result of any failure by you to comply with such requirements.

13. SPECIAL REQUESTS

You must advise the Company in writing of any special requests, (e.g. diet or facility) when you submit your reservation to the Company. The Company will attempt to meet any such requests, whenever possible. Certain special requests may incur procurement costs, which will be charged to your account. Any such charges will be communicated to you at the earliest opportunity.

14. INFORMATION IN THE BROCHURE

All information provided in the marketing brochure and any advertisements or newsletters (Marketing Materials) published by the Company is, to the best of the Company's knowledge, correct at the time of

Publication. The Company reserves the right to update and/or revise any information provided in the Marketing Materials at any time and without notice. The photographs reproduced and information provided in Marketing Materials depict typical scenes experienced and details on each destination, but the subject matter may not necessarily be seen or experienced while visiting that destination

15. PHOTOGRAPHY

The Company reserves the right without further notice to make use of any photography or film taken of you, minors travelling with you, or of any other aspects of your safari by the Outfitter or any other Suppliers for general purposes without payment to you and without your permission. If you make photographs of your own available to the Company, the Company reserves the right to make use of such photographs. By providing such photographs to the Company, you grant the Company a perpetual, fully paid, non-exclusive, irrevocable license to use such photographs in the Company's Marketing Materials or otherwise.

16. DISPUTES

If you have any cause for complaint while travelling, you must immediately bring it to the attention of the Company's local representative or agent who will attempt to resolve the situation.

In order to comply with Tanzanian Government formalities & to assist us in preparing for your safari/climb, please complete this form & return it to us. Please PRINT clearly in capital letters.

Airline Arrival & Departure and other Information.

TO TANZANIA

Arrival Date: _____

Arrival Time: _____

Airline Flight No: _____

Arrival City: _____

Safari/ Climb start date: _____

Airport Transfer (Yes or No):

Accommodation before Safari/ Climb (Yes/No):

FROM TANZANIA

Departure Date: _____

Departure Time: _____

Airline Flight No: _____

Departure City: _____

Safari/Climb end date: _____

Accommodation after Safari/Climb (Yes/No):

Before filling in the above options make sure your invoice reflects services before and after safari/climb such as accommodation and airport transfers.

FOOD LIKES & DISLIKES: _____
DIETARY REQUIREMENTS: _____
FOOD ALLERGIES: _____

Name in Full: _____

Home Address in Full including Zip Code: _____

Occupation: _____

Home Phone: _____

Email Address: _____ Passport Number: _____

Nationality: _____

Emergency Contact Person: _____

Emergency Contact person Number: _____

Medical Conditions: _____

In consideration of, and by payment of a deposit, and balance when due, for the right to participate in this trip, and the activities, services, and food arranged for me by Mega Adventures Ltd, and its agents or associates, I (Releaser) certify that I have read all of the above and fully understand its contents. I agree on behalf of myself any minors accompanying me to INDEMNIFY, hold harmless and release Mega Adventures Ltd, its officers, owners, employees, agents, associates, outfitters, contractors, service providers and/or suppliers (Release's) for any accidents, claims, losses, damages or liabilities, including death, disability, injury, or loss or damage to Releaser or Releaser's property, which might occur during the activities of this trip, INCLUDING WITHOUT LIMITATION THOSE LOSSES ARISING OUT OF JOINT OR CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE, WRONGFUL ACTS, OMISSIONS AND OR STRICT LIABILITY OF RELEASEES.

I EXPRESSLY ASSUME ANY AND OR ALL SUCH RISKS with respect to the activities and circumstances including but not limited to those described herein, and pledge not to sue Releases on account of any such losses, claims, costs, liabilities, injuries or damages. Further, I agree not to claim the unenforceability of this Release. I agree that the foregoing obligation shall be binding upon me personally, as well as upon my heirs, assigns, executors and administrators, and members of my family, and shall also be binding upon any minors accompanying me.

SIGN, DATE AND RETURN THIS SHEET TO Mega Adventures Ltd WITH YOUR DEPOSIT PAYMENT FOR BOOKING CONFIRMATION.

By Releasor

By Witness

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____