



PARADISE & WILDERNESS Ltd.

General Terms and Conditions for Holiday Stays

1. Definition and Scope

These General Terms and Conditions (“Terms”) apply to every package travel agreement offered, quoted or confirmed by Paradise & Wilderness Ltd (“we”, “us”, “P&W” or the “Organiser”), a company incorporated in the United Republic of Tanzania with its registered office at St. Ifunda Street, House No. 8, Magomeni - Usalama, Dar es Salaam, United Republic of Tanzania. P&W markets and sells packages under its own name and under the commercial/trading brands listed in clause 1.2. These Terms are drafted to reflect a consumer-protection standard modelled on Directive (EU) 2015/2302 on package travel and linked travel arrangements (the “Package Travel Directive”), which P&W applies as its own contractual standard for the package travel agreements it concludes, regardless of the traveler’s country of residence. In case of conflict or ambiguity, the specific provisions of these Terms of Paradise & Wilderness prevail, except where a provision of mandatory consumer-protection law of the traveler’s country of habitual residence — where such law cannot be excluded by agreement — grants the traveler more favourable protection, in which case the more favourable provision applies.

1.1 Key terms

- **Organiser / Paradise & Wilderness / P&W:** Paradise & Wilderness Ltd, a company incorporated in the United Republic of Tanzania, with its registered office at St. Ifunda Street, House No. 8, Magomeni - Usalama, Dar es Salaam, United Republic of Tanzania — the trader who combines and sells or offers for sale packages, directly or through another trader, including through the commercial/trading brands referred to in clause 1.2.
- **Traveler:** any person who seeks to conclude a contract, or is entitled to travel on the basis of a contract concluded, within the scope of these Terms, including the lead booker, all named co-travelers, and any person to whom the contract is lawfully transferred under clause 8.
- **Lead Booker:** the traveler who concludes the agreement with P&W on behalf of all travelers named in the booking, and who is jointly and severally responsible, together with each traveler, for all payment obligations arising from the agreement.
- **Package:** a combination of at least two different types of travel services (transport, accommodation, or other tourist services not ancillary to transport or accommodation and forming a significant proportion of the package) purchased for the same trip, combined by P&W, covering a period of more than 24 hours or including overnight accommodation.
- **Package Travel Agreement:** the agreement on the package as a whole, or, where the package is provided under separate contracts, all contracts covering travel services included in the package.



- **Durable Medium:** paper or any medium (including email) that enables the traveler to store information addressed personally in a way accessible for future reference for a period adequate for its purposes.
- **Unavoidable and Extraordinary Circumstances:** a situation beyond the control of the party invoking it, the consequences of which could not have been avoided even if all reasonable measures had been taken, such as war, terrorism, serious security risks, natural disaster, epidemic or pandemic, or government-imposed travel restrictions.

1.2 Commercial and trading brands

P&W Ltd operates and markets its packages under a number of commercial/trading brands, including Paradise & Wilderness, Paradise & Wilderness Europe (P&W Europe), Beach Safari, Now Safari, Africa Holidays, and Shemeji Safari. Some of these brands are operated by separate legal entities; others are commercial or trading names only, without separate legal personality, used by P&W Ltd for marketing purposes. Regardless of the brand under which a package is advertised, quoted, confirmed or invoiced, the Organiser and legal counterparty to the package travel agreement is Paradise & Wilderness Ltd, Dar es Salaam, Tanzania.

1.3 Third-party suppliers

Certain travel services included in a package — such as accommodation, ground transport, activities, cruises, or other tourist services — are provided by independent third-party suppliers (including individual lodges, camps, hotels, park authorities, activity operators and carriers). Where P&W engages such a third-party supplier, that supplier's own terms and conditions (including its own cancellation, no-show, damage and conduct policies) apply in addition to these Terms, to the extent not inconsistent with the mandatory protections referred to in clause 1.1. Copies of the relevant supplier terms are available from P&W on request, and travelers are encouraged to request and review them before booking, in particular for cancellation and change conditions, which may be stricter than, or additional to, clause 6.

2. Booking and Conclusion of the Agreement

2.1 Pre-contractual information

Before the traveler is bound by any package travel agreement, P&W will provide the mandatory standard information required under Article 5 of the Package Travel Directive standard referred to in clause 1, including the main characteristics of the travel services, the total price (inclusive of taxes and charges), payment terms, minimum number of persons required (if applicable), passport/visa/health formalities, and information on the traveler's right to terminate the contract at any time before the start of the package (clause 6) and on optional or mandatory insurance (clause 12).

2.2 How a booking is made

A booking is made by completing the application/quotation-acceptance process on www.paradise-wilderness.com, www.beachsafari.com, or the website of any other P&W trading brand, or by written (including email) confirmation of a quotation issued



by P&W. The agreement is concluded, and becomes binding on both parties, the moment P&W issues a written booking confirmation (which may take the form of an invoice) on a durable medium, confirming the traveler's acceptance of the quoted itinerary and price. No signature is required for the agreement to be binding; email acceptance by the lead booker is sufficient and immediately triggers the cancellation fees set out in clause 6.

2.3 Accuracy of information supplied by the traveler

The traveler must, before or at the latest upon conclusion of the agreement, provide all information about themselves and any co-travelers relevant to the booking or performance of the trip, including full legal names exactly as stated in the travel document to be used, mobile phone numbers and email addresses (including those of an emergency contact remaining at home), and any circumstance relevant to the composition of the traveling party. If incomplete or inaccurate information leads to additional cost, or to a traveler being excluded from (further) participation, the resulting cost is for the traveler's account.

2.4 Obvious errors and offer withdrawal

Quotations are made without obligation and may be withdrawn. Manifest errors and mistakes — that is, errors that an average traveler would, or should, recognise as such at first sight — are not binding on P&W. Where a quotation is withdrawn due to a calculation or pricing error, this will be done as soon as possible, and in any event no later than 12:00 noon on the second working day after the traveler's acceptance, with reasons given; the traveler is then entitled to an immediate refund of any sums already paid.

3. Price and Price Revisions

3.1 What the price includes

The published or quoted price is per person unless stated otherwise, in USD and/or EUR, and includes only the services expressly listed in the itinerary/quotation. Unless expressly included, the price excludes international flights (unless booked through P&W, see clause 9), passport and visa costs, health formalities and vaccinations, travel and cancellation insurance, tourist tax (clause 13), gratuities, and personal expenses.

3.2 Price increases

P&W may only increase the price after conclusion of the agreement, and only up to 20 days before the start of the package, and only where the agreement expressly reserves this possibility and the increase is a direct consequence of a change in: (a) the price of the carriage of passengers resulting from the cost of fuel or other power sources; (b) the level of taxes or fees on the travel services included, imposed by third parties not directly involved in the performance of the package (including tourist taxes, landing taxes or embarkation/disembarkation fees at ports and airports); or (c) the exchange rates relevant to the package. The traveler will be given a clear and comprehensible justification and a calculation for any such increase on a durable medium.



3.3 Traveler's right to a price decrease

Where clause 3.2(a)-(c) results in a decrease in cost to P&W after conclusion of the agreement and before the start of the package, the traveler is entitled to a corresponding price reduction. P&W is entitled to deduct its actual administrative costs from the refund due to the traveler and must, on request, justify the amount of that deduction.

3.4 Right to terminate for a substantial price increase

If a price increase under clause 3.2 exceeds 8% of the total price of the package, this is treated as a significant change for the purposes of clause 7, and the traveler may, within a reasonable period specified by P&W, terminate the agreement without paying a termination fee and receive a full refund of all payments made, or accept the price increase.

3.5 Local taxes and government fees

Travelers acknowledge that government-regulated fees in East Africa — including national park entrance fees, concession fees and related taxes — can change on short or no notice by decision of the relevant authority. Any such change occurring before departure will be passed on in accordance with clause 3.2(b).

4. Payment Terms

4.1 Deposit

(a) Packages including an international flight arranged by P&W. The price of the international flight(s) is due in full (100%) immediately upon booking, and in any event within 3 calendar days of the fare being quoted and accepted (see clause 9.3), reflecting the non-refundable and non-changeable nature of most airline fares once ticketed. In addition, a non-refundable deposit of 10% of the price of the remaining (ground/land) package — i.e. excluding the international flight — is due immediately.

(b) Packages without an international flight arranged by P&W (“Holiday Only”). A non-refundable deposit of 25% of the total package price is due within 14 calendar days of the date of the booking confirmation/invoice.

Where a booking of either type is made within 6 weeks of departure, the full price is payable immediately, and in any event within 3 days of the invoice date.

4.2 Balance

The balance of the price is due no later than 45 calendar days before departure, for both package types described in clause 4.1, being: 90% of the ground/land package price for bookings under clause 4.1(a) (the international flight having already been paid in full); or 75% of the total package price for bookings under clause 4.1(b). If P&W does not receive timely payment, P&W will send one free reminder in writing, granting a further period of 3 calendar days to pay. If payment is still not received, the agreement is automatically dissolved on the day the payment default occurs, and the cancellation charges in clause 6.1 (and, for the flight portion of packages under clause 4.1(a), clause 9.4) become due, with any sums already paid deducted from (but not exceeding) the cancellation fee owed.



4.3 Method and currency

Payments are made by bank transfer or card payment to the account stated on the invoice. Bank charges for international transfers are for the traveler's account. Card payments may be subject to a processing surcharge, which will be disclosed before payment.

4.4 Joint and several liability

The lead Booker is responsible for payment of the total price on behalf of every traveler named in the booking. Each traveler is, together with the lead Booker, jointly and severally liable for all sums due under the agreement.

5. Changes Requested by the Traveler

5.1 Administration fee for changes

Requests to change a confirmed booking (e.g. dates, accommodation, itinerary components) are subject to an administration fee of €35 / \$37.50 per change, per traveler, in addition to any cost difference and any change or cancellation fee levied by the underlying supplier (hotel, lodge, park authority or carrier). Whether a requested change can be accommodated is at P&W's reasonable discretion, depending on supplier availability.

5.2 Changes close to departure

Changes requested within 60 days of departure are, in principle, treated as a partial cancellation of the original booking (clause 6) combined with a new booking of the amended service, because most East African lodges and park authorities require full pre-payment and apply their own non-refundable cancellation terms inside this window.

5.3 Rejection of a requested change

If P&W cannot accommodate a requested change, this will be explained to the traveler, who may then choose to maintain the original agreement or cancel it under clause 6. If the traveler does not respond to the rejection within a reasonable period (at least 7 days), the original agreement continues to apply unchanged.

5.4 Change of departure date or fewer participants

A change of departure date, or a reduction in the number of paying participants in a booking, is treated as a partial cancellation and is subject to clause 6.

6. Cancellation, Termination and Refunds

6.1 Cancellation by the traveler

The traveler may terminate the agreement at any time before the start of the package. Because P&W must pre-pay non-refundable deposits to lodges, camps, park authorities and ground operators long before departure, an appropriate and



justifiable cancellation fee applies, reflecting the time between cancellation and departure and P&W's realistic ability to re-sell the affected services. Cancellations must be made in writing (email to the sales representative) by the lead booker, and take effect on the date received; cancellations received outside business hours are deemed received on the next business day. The following scale applies to the ground/land package price (excluding international flights, which are governed separately by clause 9.4):

Cancellation received	Charge (% of ground/land package price)
61 calendar days or more before departure	Deposit only, non-refundable — 10% for packages with an international flight under clause 4.1(a), or 25% for Holiday Only packages under clause 4.1(b)
From day 45 up to and including day 21 before departure	75%
From day 20 up to and including day 5 before departure	90%
4 days or fewer before departure, or no-show	100%

6.2 Free termination — unavoidable and extraordinary circumstances

Consistent with the Package Travel Directive standard referred to in clause 1, the traveler has the right to terminate the agreement before the start of the package without paying any termination fee, and to obtain a full refund of all payments made, in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity that significantly affect the performance of the package or the carriage of passengers to the destination. The traveler is not, in that case, entitled to additional compensation. This right does not extend to circumstances that are foreseeable general travel risks (such as ordinary seasonal weather) or that are the traveler's personal circumstances (illness, bereavement, change of mind), for which travel and cancellation insurance (clause 12) is strongly recommended.

6.3 Cancellation by P&W — minimum number of participants

For group departures with a stated minimum number of participants, P&W may cancel the trip if that minimum is not reached, free of any liability beyond a full refund of all sums paid, provided P&W notifies the lead booker in writing no later than:

- 20 days before departure, for trips of more than 6 days;
- 7 days before departure, for trips of 2 to 6 days;
- 48 hours before departure, for trips of less than 2 days.

Where possible, P&W will offer the traveler a suitable alternative (an equivalent group departure on different dates, or a private/tailor-made trip on adjusted terms); the traveler is free to decline any alternative and receive a full refund instead.



6.4 Cancellation by P&W — other grounds

P&W may also cancel or terminate the agreement, without liability beyond a refund of unused services, where: (a) the traveler fails to pay the price on time (clause 4.2); (b) unavoidable and extraordinary circumstances prevent P&W from performing the package (clause 15); or (c) the traveler's conduct causes or threatens to cause danger, distress or material disruption to other travelers, guides, staff or third parties, in which case no refund is due for unused or missed services and P&W may recover from the traveler any additional cost this causes.

6.5 Effect of cancellation on remaining travelers

Prices are calculated on the basis of the number of persons traveling together (e.g. shared vehicles, room configurations). If one or more travelers in a joint booking cancel, the remaining travelers may be required to pay a revised price reflecting the smaller group size, recalculated by P&W on a reasonable basis; the sum of the cancellation fee and the revised price will never exceed the original total package price.

7. Changes to the Itinerary by the Organiser

7.1 Minor changes

P&W publishes itineraries based on planned accommodations, routings and activities, which remain subject to change. P&W may make insignificant (minor) changes to the itinerary at any time — for example, replacing a listed lodge with an alternative of equal or higher standard, or reordering activities — without the traveler's consent, and will inform the traveler of such changes as soon as reasonably possible. A minor change is one that does not materially affect the essential characteristics of the package as described at booking.

7.2 Significant changes

If P&W is forced, before departure, to alter an essential element of the package other than the price (clause 3.4) — such as a substantial change to accommodation category, destination, or the date/time of departure or return — the traveler will be informed in writing, without undue delay, on a durable medium, and given a reasonable deadline to: (a) accept the change; (b) accept a substitute package of equivalent or higher quality offered by P&W, where possible; or (c) terminate the agreement without paying a termination fee and receive a full refund of all sums paid. If the traveler does not respond within the deadline set, the traveler is deemed to have rejected the change and the agreement is terminated with a full refund, unless P&W's communication states the reverse consequence in clear terms.

7.3 Price reduction for a downgrade

Where the accepted substitute package under clause 7.2(b) is of lower quality or cost, the traveler is entitled to an appropriate price reduction.

8. Transfer of the Booking to another Person

The traveler may, after having given P&W reasonable notice on a durable medium — in any event no later than 7 calendar days before departure — transfer the



agreement to a person who satisfies all conditions applicable to the package (including any visa, vaccination and physical-ability requirements). The transferring traveler and the transferee are jointly and severally liable for the balance of the price and for any additional cost the transfer causes, such as name-change fees charged by an airline, hotel or park authority (see clause 1.3), plus P&W's own administration fee of €50 / \$55 per transferred traveler. P&W will inform the transferring traveler of the actual costs of the transfer before it is completed. A request received after this deadline will be treated as a cancellation by the original traveler (clause 6) combined with a new booking for the substitute traveler, unless the relevant suppliers agree, at their discretion, to a late substitution.

9. International Flights

9.1 P&W's role: agent for flights booked on your behalf

Unless a flight is expressly sold as part of a fixed-price package under clause 1, P&W acts solely as booking agent for the operating and/or marketing airline(s) when arranging international flights. The contract of carriage is between the traveler and the airline, and is governed by that airline's own conditions of carriage, fare rules and, where the carriage is international within the meaning of the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal, 1999) (the "Montreal Convention"), by the liability limits set out in that Convention. Where flights are sold as part of a fixed-price package, P&W remains responsible, as Organiser, for the proper performance of the travel services as a whole, without prejudice to its right of redress against the airline; the airline's own liability towards the traveler for the carriage itself is nonetheless governed by the Montreal Convention and applicable law.

9.2 Airline conditions of carriage prevail

Baggage allowance, check-in deadlines, seating, meal and special-assistance requests, name-correction policies, and the airline's own cancellation, change and no-show rules are set exclusively by the operating airline (see clause 1.3) and are outside P&W's control. Travelers must check in within the times specified on their ticket/e-ticket and are responsible for arriving at the airport with sufficient time before the advised check-in closure. P&W recommends reconfirming flight times 72 hours before each departure, as airlines may adjust schedules without requiring P&W's or the traveler's consent.

9.3 Ticketing, payment and name accuracy

International air fares are frequently non-refundable, non-changeable, or subject to steep change fees the moment a ticket is issued; many fare classes require full payment and ticket issuance within days of booking to hold the fare. Accordingly: (a) full payment for an international flight is due in full (100%) immediately, and in any event within 3 days of the fare being quoted and accepted (see clause 4.1(a)), failing which the fare and/or seat availability cannot be guaranteed; (b) the traveler must provide full names exactly as they appear in the travel document to be used for check-in; incorrect names may result in denied boarding or a name-correction fee charged by the airline, for the traveler's account; and (c) once issued, tickets are



subject exclusively to the fare rules of the airline, which P&W will disclose at the time of quotation.

9.4 Cancellation and changes to flights already ticketed

Because airline tickets are frequently non-refundable once issued, the cancellation scale in clause 6.1 does not apply to international flights booked through P&W. Instead: any cancellation or change to an issued ticket is subject to the airline's own fare rules and any residual value is refunded (if at all) only to the extent the airline itself refunds it, less P&W's administration fee of €50 / \$55 per ticket. If a package is cancelled after flights have been ticketed, the flight portion is cancelled separately under this clause 9.4 and the applicable airline fare rules, in addition to the ground/land package cancellation fee under clause 6.1.

9.5 Schedule changes, delays, cancellations and denied boarding

Responsibility for schedule changes, flight delays, flight cancellations, denied boarding and lost, delayed or damaged baggage rests with the operating airline, not with P&W, save to the extent P&W is itself at fault. Where the flight departs from an airport located in the European Union, or is operated by a Union air carrier arriving in the Union from a third country, the traveler may have rights to compensation and/or assistance under Regulation (EC) No 261/2004, to be claimed directly against the operating airline; P&W will provide reasonable assistance in identifying the correct airline contact for such a claim but is not itself the debtor of that compensation. For international carriage by air more generally, the airline's liability for delay, and for loss of or damage to baggage, is governed by the Montreal Convention, which sets standardised (and periodically revised) liability limits; travelers are advised to declare a higher value at check-in, where the airline permits this, for valuable items carried in hold baggage, and to review the applicable limits before travel.

9.6 Domestic and regional flights within East Africa

Domestic and regional flights within Tanzania (including scheduled and charter light-aircraft transfers to safari airstrips) are operated by carriers licensed and regulated by the Tanzania Civil Aviation Authority (TCAA) under standards set by the International Civil Aviation Organization (ICAO). Baggage allowances on light aircraft are typically restricted (commonly 15 kg per person in a soft-sided bag, subject to change by the operator); excess baggage may be left at the departure lodge or subject to an excess charge. Domestic schedules are subject to change at short notice due to weather, aircraft rotation or operational requirements; where this affects a traveler's itinerary, P&W will use reasonable efforts to protect the remainder of the trip and will inform the traveler as soon as reasonably possible. The listing of a Tanzanian carrier on the EU Air Safety List reflects broader regulatory-oversight factors at government level and is not, of itself, evidence of an unsafe operator; P&W only contracts with carriers holding a valid TCAA air operator certificate.

9.7 Travel documents for flights

The traveler is solely responsible for ensuring that their passport, visas, and any required proof of vaccination meet the requirements of the airline, of every transit country, and of the destination country, including minimum passport validity (commonly at least 6 months beyond the return date) and blank-page requirements.



P&W is not liable for denied boarding, denied entry, or any cost arising from a traveler's failure to hold correct and valid travel documents.

10. Travel and Health Insurance

10.1 Mandatory travel and health insurance

Taking out comprehensive travel insurance is mandatory as a condition of traveling with P&W, and must include, at a minimum, cover for emergency medical treatment abroad, emergency medical evacuation/repatriation (including “flying doctor” evacuation where relevant to the itinerary, see clause 10.2), and repatriation of remains. Cancellation and curtailment insurance is strongly recommended but not mandatory. Travelers relying on an annual/continuous policy should check with their insurer that the per-trip and per-policy-year coverage limits are adequate for the value of this trip. P&W can facilitate the purchase of suitable travel and cancellation insurance on request; whether purchased through P&W or independently, the insurance contract is exclusively between the traveler and the insurer, and P&W is not a party to it and accepts no liability for the insurer's decisions.

10.2 AMREF Flying Doctors evacuation membership

On request, and as an optional add-on to the package for an additional fee, P&W can arrange membership of AMREF Flying Doctors for the duration of the trip — the East African air ambulance and emergency medical evacuation service operated by AMREF Health Africa (formerly the African Medical and Research Foundation), based in Nairobi, Kenya. AMREF Flying Doctors has operated emergency evacuation flights across East Africa for several decades. Its membership scheme entitles a registered member, in the event of a serious accident or sudden medical emergency occurring during the trip, to be evacuated by light aircraft or helicopter from the location of the incident — including remote safari areas without road access — to the nearest hospital equipped to treat the traveler's condition.

This evacuation cover, where booked, is provided on AMREF Flying Doctors' own membership terms and conditions, which govern matters such as the geographic area covered, the medical criteria for triggering an evacuation, and any exclusions, and which are available from P&W on request. AMREF Flying Doctors membership covers the cost of the evacuation flight itself; it does not cover the underlying cost of medical treatment, hospitalisation, medication, or onward repatriation to the traveler's home country, for which the mandatory travel and health insurance required under clause 10.1 remains necessary. Travelers who do not book AMREF Flying Doctors membership should ensure that their own travel/health insurance under clause 10.1 includes adequate emergency medical evacuation cover for the itinerary.

11. Travel and Health Insurance

If the traveler, or any member of their party, has a medical condition, disability, or reduced mobility that may affect the suitability of the chosen itinerary (including its physical demands, altitude, remoteness from medical facilities, or accessibility of accommodation and vehicles), the traveler must inform P&W in writing before confirming the booking, so that P&W can advise on suitability. A medical certificate stating a traveler is fit to travel does not, of itself, guarantee that a particular itinerary



is suitable. Where P&W reasonably concludes it cannot adequately accommodate a traveler's specific needs, it may decline the booking, or, where full details were not disclosed at booking, cancel the booking once it becomes aware of them, subject to a full refund where the decision to decline could reasonably have been made at the time of booking had full information been given.

12. Passports, Visa and Health Formalities

Each traveler must hold a passport valid for the full duration of the trip (and, in practice, typically for at least 6 months beyond the return date), together with any visa and proof-of-vaccination documents (including, where applicable, a valid yellow fever certificate) required for every country visited or transited. It is the traveler's sole responsibility to verify current passport, visa and health-formality requirements with the relevant embassy, consulate or immigration authority before departure, as these can change without notice. P&W provides general guidance on these formalities as a courtesy at the time of booking, but is not liable for any cost, denied boarding, denied entry, quarantine or other consequence arising from a traveler's failure to hold complete and valid travel documents. Final itinerary details, vouchers and any domestic e-tickets will be sent between two weeks and three days before departure, once full payment has been received.

13. Local and Tourist Taxes

Tanzania and Zanzibar levy tourist taxes and, on Zanzibar, other statutory levies that are payable locally, in cash, at the accommodation's reception, and are not included in the package price unless expressly stated. The applicable amount (typically in the range of USD 2.50-5.00 per person per night, subject to change by the relevant authority without notice) will be indicated in the quotation where known at the time of quotation.

14. Nature of the Trip, Assumption of Risk

The traveler acknowledges that safaris, walking safaris, boat/river safaris, diving and snorkelling excursions, and other activities offered as part of the package involve inherent risks associated with wildlife, remote terrain, water, altitude and variable local infrastructure, health, transport and personal-safety standards that may not match those of the traveler's home country. Such risks include, without limitation, wild-animal encounters, extreme weather, rough terrain, endemic disease (including malaria), road-safety conditions, theft, altitude sickness, physical injury, and limited or delayed rescue/evacuation options. Travelers voluntarily assume these inherent risks and must follow all safety instructions given by guides, drivers and activity operators, including the use of seatbelts, harnesses and other safety equipment where provided. Nothing in this clause 14 excludes or limits P&W's liability for death or personal injury caused by its own negligence, or that of its employees or subcontractors, as set out in clause 15.



15. Liability, Non Conformity and Force Majeure

15.1 P&W's liability for proper performance

P&W is responsible for the proper performance of all travel services included in the package travel agreement, in accordance with Article 13 of the Package Travel Directive, regardless of whether those services are to be performed by P&W or by other travel-service providers. If any travel service is not performed in accordance with the agreement (a “lack of conformity”), P&W will remedy it within a reasonable period, unless this is impossible or disproportionately costly, in which case a price reduction and/or damages may apply as set out below.

15.2 Duty to notify

The traveler must, without undue delay and having regard to the circumstances of the case, inform P&W (or, where practical, the local representative, guide, or accommodation manager) of any lack of conformity encountered during the trip, so that P&W has a real opportunity to remedy it on the spot. If the matter is not resolved locally, the traveler must send full written details to P&W within 28 days of return, failing which P&W's ability to investigate — and hence its liability — may be materially and adversely affected.

15.3 Exclusions from liability

P&W is not liable for damage resulting from: (a) a fault attributable to the traveler; (b) a fault attributable to a third party unconnected with the provision of the travel services included in the package, which could not have been foreseen or avoided; or (c) unavoidable and extraordinary circumstances (clause 1.1). P&W is also not liable for services, activities or facilities that do not form part of the package — for example, optional local excursions booked and paid for locally, and not arranged or confirmed by P&W — even where P&W recommends or assists in arranging them as booking agent only.

15.4 Cap on liability

Save for claims involving death or personal injury, or damage caused intentionally or through negligence, P&W's liability for damage resulting from a lack of conformity is limited to three times the total package price. Where an applicable international convention — including the Montreal Convention for international carriage by air, or an equivalent convention applicable to sea or land carriage — limits the liability of a service provider or of P&W to a lower amount, or subjects that liability to specific conditions, that lower limit or condition applies instead.

15.5 Force majeure

Neither party is liable for a failure to perform, or a delay in performing, any obligation under the agreement to the extent that failure or delay is caused by unavoidable and



extraordinary circumstances (clause 1.1). Where such circumstances prevent P&W from performing the package or a material part of it, P&W will assist affected travelers as far as reasonably possible (clause 16) but is not required to refund costs it cannot itself recover from its suppliers, save as required by clause 6.2 or by mandatory law.

16. Assistance in Difficulty

In accordance with Article 16 of the Package Travel Directive, if a traveler is in difficulty during the trip, P&W will give appropriate assistance without undue delay, in particular by: providing appropriate information on health services, local authorities and consular assistance; and helping the traveler find alternative travel arrangements. P&W may charge a reasonable fee for this assistance if the difficulty was caused intentionally by the traveler, or through the traveler's negligence.

17. Complaints Procedure

Complaints about any part of the trip should first be raised on the spot with the responsible guide, driver, or accommodation manager, so that P&W has the best opportunity to resolve the issue immediately. If the matter remains unresolved, it must be reported in writing to P&W within 24 hours by email to the sales representative. If still unresolved after the trip, a full written complaint, accompanied by relevant supporting detail, must reach P&W within 28 calendar days of the end of the trip; complaints received later may be accepted at P&W's discretion but may be more difficult to investigate and substantiate. Under Regulation (EU) 524/2013, EU-based consumers may also refer an unresolved dispute concerning an online booking to the European Online Dispute Resolution (ODR) platform at <https://ec.europa.eu/consumers/odr>, without prejudice to their right to bring proceedings before the competent court under clause 21.

18. Group Tours

A group tour is a pre-scheduled trip with fixed departure dates and a fixed itinerary, offered subject to a stated minimum (and, where applicable, maximum) number of participants. A group-tour booking is provisional until the minimum number of participants is reached; once reached, the lead booker of each participating party receives written confirmation that the departure is guaranteed, at the latest by the deadline stated in clause 6.3. Participants in a group tour agree to follow the shared itinerary, share transport with the group, and have regard to the interests, schedule and safety instructions applicable to the group as a whole.

19. Data Protection and Intellectual Property

19.1 Data protection

P&W processes personal data provided by travelers in order to conclude and perform the package travel agreement, in accordance with Regulation (EU) 2016/679 (GDPR) and its own privacy policy, available at [LINK](#). Certain data (such



as full name and passport details) must, by their nature, be shared with third parties involved in performance of the package — including airlines, accommodation providers, park authorities and, where legally required, government/immigration authorities — which may be located outside the European Economic Area; where this occurs, P&W will rely on an appropriate safeguard recognised under the GDPR.

19.2 Intellectual property

All content on P&W's website, brochures and marketing materials, including text, photographs, logos and itineraries, is owned by or licensed to P&W and protected by applicable intellectual property law. It may not be reproduced, distributed or used commercially without P&W's prior written consent.

20. General Provisions

20.1 Amendment of these Terms

P&W may update these Terms from time to time; the version in force at the date of booking confirmation applies to that booking. Where P&W materially revises these Terms after a booking is confirmed, affected travelers will be informed by email and may object in writing within 14 days, failing which the revised Terms apply to their existing booking from that point onward, without prejudice to rights already accrued.

20.2 Severability

If any provision of these Terms is held invalid or unenforceable, the remaining provisions continue in full force, and the invalid provision is replaced by a valid provision that most closely reflects its original intent, to the extent permitted by mandatory law.

20.3 Third-party content

P&W is not responsible for the content of photographs, brochures or other material produced by third parties (including individual accommodation providers), to the extent published under that third party's own responsibility.

20.4 Governing law

These Terms, and every package travel agreement concluded under them, are governed by the laws of the United Republic of Tanzania, without prejudice to any mandatory consumer-protection provision of the traveler's country of habitual residence that cannot be derogated from by agreement under applicable law (including, for EU-resident travelers, Regulation (EC) 593/2008, Rome I, and Regulation (EU) 1215/2012, Brussels I recast).

20.5 Jurisdiction and dispute resolution

Disputes will, where possible, first be discussed directly between the parties, including, where appropriate, through mediation. Subject to any mandatory rule giving the traveler the right to bring proceedings in the courts of their own country of residence, disputes not resolved amicably are submitted to the competent courts of Dar es Salaam, United Republic of Tanzania. EU-resident consumers may also use the European ODR platform referred to in clause 17.



20.6 Language

These Terms are drafted in English. Where they are translated into another language for convenience, and a dispute arises as to meaning, the English original prevails.

20.7 Entire agreement

The booking confirmation, these Terms, and any written itinerary form the entire agreement between the parties in relation to the package, superseding all prior discussions, save for statements made fraudulently or which cannot be excluded by law. Where a travel service within the package is supplied by a third party under clause 1.3, that supplier's own terms and conditions also apply to the relevant service, as disclosed or made available under clause 1.3.

20.8 Acknowledgment

By confirming a booking, the lead booker confirms, on behalf of every named traveler, that these Terms have been read, understood, and accepted.