



TERMS & CONDITIONS

The core business of The Gorongosa Collection is to facilitate bookings to their portfolio of camps in The Gorongosa National Park, Mozambique. We do also offer peripheral services, which include assisting with the booking of transfers to and from key areas in Mozambique, as well as packages together with selected partners for extended stays within Mozambique.

These are the services we offer our clients and in order to ensure a correct understanding between ourselves and to clarify our relationship, these terms and conditions have been created. They govern our relationship and the terms of the services offered and accepted so please ensure that you have read through them and have familiarised yourself sufficiently before entering into a contract with us as doing so means that you have agreed to be bound by these terms and conditions.

A. CONTRACT

"The Gorongosa Collection" refers to Turismo de Gorongosa, Lda (NUIT 400744297) registered in Mozambique, also referred to as "The Company" for the purposes of this contract.

All bookings taken by Turismo de Gorongosa Limitada (and any of the affiliated companies) are subject to these standard terms and conditions, herein referred to as "The Company".

All such person/s named in the booking form shall be jointly and severally liable for the due performance of their obligations in terms hereof and agree to be bound by the terms and conditions contained herein. All minors warrant that they have contracted with their legal guardians. These person/s named will be referred to as "clients" for the purpose of this contract.

"Senior Management" is referred to below incorporates The Gorongosa Collection camp General Manager, Hostess, Guides, Trackers and park officials.

"Supplier/s" refers to the third party agent with whom The Gorongosa Collection books / reserves services on behalf of the client, including but not limited to tour operators, shuttles, accommodation establishments, safaris and so on.

“Services” refers to and includes but is not limited to, the trip as well as the procurement of accommodation, transport, transfers by The Gorongosa Collection on behalf of the client with third party suppliers of various establishments relating to the travel industry and including all services incidental thereto.

In the interpretation of these terms and conditions the headings are used for reference only and do not aid in the interpretation of the contents.

Any reference to the singular shall include reference to the plural and vice versa while any reference to gender includes reference to both genders and any reference to natural persons will include reference to legal entities.

B. QUOTATIONS & PROVISIONAL BOOKINGS

A quotation is an offer to provide tourism services and is subject to rate changes without any notice. These are fundamentally for safaris at The Gorongosa Collection lodges and camp, but are not limited to. Quotations can include third party transfers and flights as well as add on accommodation options. These will remain valid for a period of 24 hours only. An agreement is only concluded once the full product price is paid for in full.

In the unlikely event of a misquotation being made by The Company, the company reserves the right to cancel a booking without any liability if the misquote results in a cost implication. Any payment already made will be refunded to the client.

The prices of all products are subject to change and may only be confirmed when paid for in full. Please note that quotes provided are subject to availability. The price quoted can never be guaranteed and all products, including but not limited to airfares and tour operators travel packages, are subject to change without notice and prior to payment in full. The company reserves the right to increase a quotation before receipt of payment should the supplier increase the prices, this despite the quotation already having been issued. The updated prices will be posted to the website as soon as possible after notification. Should any errors occur on our website, brochures or other advertising or marketing material with regard to pricing, the company reserves the right to correct it as soon as it is brought to our attention and cannot be held bound thereby.

A provisional booking or hold request will be valid for 48 hours unless otherwise stated, in which the non-refundable minimum deposit of 20% will need to be paid in order to secure the provisional booking. Until this payment is made, the reservation cannot be guaranteed. Provisional bookings are considered once the deposit of 20% has been received. Bookings are considered provisional until the full amount has been received. It is the client's responsibility to request and read the terms and conditions for Turismo de Gorongosa Lda, and any other suppliers. The company reserves the right to decline any booking.

C. INFORMATION

40 days prior to arrival full guest information is to be furnished to the company to ensure that the camp has the most up to date information to be able to provide the best possible experience to the guests.

D. PAYMENT TERMS

A minimum 20% non-refundable deposit is required within 48 hours of receiving the quotation to secure the reservation. This may vary if there are other partner suppliers involved in the reservation.

The full balance due is payable 40 days prior to travel date. If the full amount is not received in the due time, the company reserves the right to treat the booking as a cancellation.

The company charges a 3% booking service fee for all reservations. However, this will be waived for clients who opt to pay by bank transfer, or who pay via our online payment system.

Payments made using Electronic Transfer (EFT) should email through proof of payment. All bank charges are for the account of the client. Until such time as the amount reflected in the bank of the Company reflects that on the invoice, the booking cannot be considered confirmed.

E. CANCELLATIONS

Any cancellations made by a client must be in writing. Any amendment or any change by a client to a reservation in whatsoever manner (date change, rerouting etc.) after any payment constitutes a cancellation. In the event that the client cancels a reservation for whatever reason, the following fees are applicable:

- More than 3 months prior to arrival date – 20% of invoice amount
- More than 40 days prior to arrival date – 50% of invoice amount
- Within 39 days prior to arrival date – 100% of invoice amount

The client will not be entitled to refunds for a no show or for a partially used booking.

F. RATES

All rates are quoted in United States Dollars (USD).

The rates include :

- Accommodation in a tent
- All meals and teas & coffee
- Local beverages
- Safari activities including : drives, walks and boating excursions

The rate excludes :

- National Park Fees (currently USD20 per person per night)
- Premium beverages & bottled water
- Transfers to Gorongosa (road / air)
- Scenic flights
- Visas
- Travel insurance (including medical evacuation)
- Items of a personal nature

There is a minimum stay of 2 nights at Muzimu tented camp. Exceptions can be made for guests staying at other camps within the Gorongosa National Park.

Arrival time is after 14h00 and departure time is no later than 10h00.

G. SINGLE SUPPLEMENT

50% surcharge on singles.

H. CHILD POLICY

No children under 12 allowed, unless the camp is exclusively booked. No children under 14 allowed walking safaris, and children of age need to be accompanied by a parent. Children under 18 years of age need to be accompanied by at least one adult per tent.

I. PILOT / PRIVATE GUIDE ACCOMMODATION

Please enquire directly as each reservation will be treated independently, depending on the guide, group and frequency of bookings.

J. THIRD PARTY SUPPLIERS

The Company does not guarantee the safety standards or performance of any transfer supplier. Any products or services purchased through Turismo de Gorongosa, Lda. accept that the use of the suppliers is completed at their own risk, and that the company is acting as a booking agent only.

The company acts as agents between the client and suppliers to secure the best booking for the client however The Company cannot be held responsible for any defects, changes or cancellations in the bookings or trips, which includes, but is not limited to, delays, loss or damages arising from any causes, including dissatisfaction with the booking ,or any loss, damage or delay caused by the suppliers or any third party.

All vouchers, tickets and receipts issued by the supplier, tour operator or any third party will be subject to their terms and conditions and the client undertakes to abide thereby while doing so and participating throughout the trip at your own risk and liability.

Transfer schedules and timings are given based on the information provided by the supplier. Such information and subsequent timings are subject to change without prior notice. Clients must understand and accept that changes in flight schedules or transfer times could occur and very occasionally in the event of delays out of the companies control, and unscheduled overnight stay could be required. In the event of any of these changes or situations, the company cannot be held responsible for any costs whatsoever and any costs incurred as such, must be settled directly by the client.

K. CHANGES & ALTERATIONS

The company does not guarantee the safety standards or performance of any supplier. The clients of any product/service purchased through the company accept that the use of the product/service may be dependent on certain factors beyond the company's control and therefore agree that the company will not be held liable for any compensation to the client if it is forced to cancel or in any way change the booking or any flight or transfer due inter alia, but not exclusively, to force majeure including war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire,

adverse weather conditions, technical and/or mechanical problems to transport and all similar events beyond the company's control, or other external circumstances beyond the control of the company.

The company reserves the right to cancel the booking without prior notification and in such an event only agrees to refund all monies already paid and received by the client. Unforeseen cancellations due to war, unrest or any other force majeure or other circumstances are still subject to the suppliers cancellation and bookings terms, and do not constitute a valid reason for waiver of any supplier cancellation policy terms. In the event that the client changes any travel arrangements such as, but not limited to accommodation, activities, flights transfers or any portion of the agreed itinerary, the company shall not be held liable for any compensation or costs to the client whatsoever.

L. INSURANCE

Travel and cancellation insurance, to include cover for all safari stays and including safari activities is highly recommended for all clients. All insurance is solely the responsibility of the client. Before a client commences with travel, he or she should arrange his/her own insurance with a reputable insurer, with protection for the full duration of the stay or itinerary, to cover personal injury, medical expenses, repatriation expenses, loss of luggage and expenses associated with the cancellation or curtailment of any booking. If a client becomes ill, all hospital expenses, doctor's fees and repatriation costs are for the client's account, and the company, shall not be liable for any refund of the booking whatsoever. The carriage and storage of all baggage and personal effects are at all times the clients risk and the company cannot accept any liability for any loss or damage of baggage or personal effects.

M. LIABILITY

Clients hereby acknowledge, confirm and record that they understand and appreciate the risk inherent in travel including in particular the hazards of safari camp, activities including vehicle safari, walking safari and boating safaris and any associated activities. Further, that these hazards include, but are not limited to, vehicle accidents, wildlife encounters while on a vehicle, in a boat or on foot, in camp or in The Gorongosa National Park, or enroute to or from Gorongosa National Park. Clients also confirm that they are aware of and appreciate the real dangers and risks associated with travel to Africa, its National Parks or wilderness areas, arising from the presence

of wild and dangerous animals, reptiles, fish and birds and the real risk of suffering bodily harm, injury or death or loss of property which may arise as a result of an encounter with a / or the presence of wild animals and or reptiles, fish and birds. The client undertakes all activities and travel at his / her own risk. Such risk could include injury, disease or death. The client and the Agent agrees and concedes that the company and its members and employees shall not be responsible for loss or damage to property or injury or illness to the client or loss of life or consequential damages which might occur from any cause whatsoever.

On arrival guests will be asked to read and sign an indemnity agreement. Management retain the right to refuse admission and will not be liable for any claim or refund should the indemnity form not be signed.

N. HEALTH

The client hereby acknowledges an awareness of the proposed travel itinerary and confirms that he or she is medically fit, in good physical and mental health and is able to travel. Any client with a pre-existing medical condition or illness must declare the true nature of such conditions to the company before the commencement of the booking. Failing to declare any conditions, illnesses, disability or the like, will constitute a breach of these terms and conditions and can result in the client being excluded from the booked trip or excursion without refund of any payment.

O. COLLATERAL

The information given in any brochure, leaflets, website and advertising is given in good faith by the company, and is based on the latest information available to the company.

P. TRAVEL DOCUMENTATION

It is the client's sole responsibility to ensure that passport, visa and other required documents are in order. Any resulting consequences of a client's failure for not having his/her required paperwork in order shall be to the account and the sole responsibility of the client. It is advisable that the client contact the consular or embassy of Mozambique as well as countries passing through, in order to verify the requirements and ensure that the client is adequately prepared. No refunds due to incomplete travel documentation will be given or entertained.

If the client is travelling through South Africa with a minor child, the client will need their unabridged birth certificate and if only one

parent is travelling with the minor, the client will need to provide a letter of consent from the absent parent that the minor is allowed to travel. This is not a comprehensive list of the required travel documents and should not be construed as such.

Q. GREEN / RAINY SEASON

April, May, November and December are considered to be the "Green Season" each year. This is historically when the Gorongosa National Park is at it's wettest and access via road can be difficult.

The Green Season is not limited to only the months of April, May, November and December, whereas unlikely, it is possible that flash storms and rains can hinder road access throughout the year.

During the Green Season, there is a possibility that safari activities at The Gorongosa Collection camps, can be limited, and as a result of weather, to either walking or boating safaris.

The decision, on which activities are conducive, will be at the discretion of the camp General Manager, who will answer to the Gorongosa National Park warden, and will consider the safety of the guests first and foremost.

R. BEHAVIOUR

It is a privilege to see animals in their natural habitat and as such, we cannot guarantee wildlife or game viewing. You must take caution when viewing the animals and carefully follow the instructions given by either the company guide.

It is a condition of these terms and conditions that the client act with reasonable prudence and circumspection whilst on safari and that the client comply with all health and safety requirements of guides,, suppliers and camps etc.

The company's Senior Management adopts an authoritative position in relation to the client and for the peace of mind and safety of everyone on the trip, must be adhered to at all times during the trip. By booking the trip, the client will abide to be bound by the decisions and leadership of the senior management at all times. Similarly it is the clients' obligation to behave in a responsible manner throughout the trip and any illegal, unwarranted, or inappropriate behavior and/or any behavior which constitutes a nuisance can result in the trip being

terminated with immediate effect and without any recourse to a refund.

Turismo de Gorongosa reserves the right to refuse any person from participating or continuing any activity if, in the company's opinion or in the opinion of any other person in authority, the person concerned behaves in such a way as to cause or be likely to cause danger, hazard or inconvenience to any third party, damage to property or to environments and ecosystems. No refunds will be made and the company shall not be liable for expenses incurred as a result of the termination.

S. EQUIPMENT & VEHICLES & WEATHER

The mode of transport used will be dependent on the number of clients and the route taken, and at the discretion of the camp manager. Every effort is made to ensure that vehicles are provided in a roadworthy condition but no liability can be accepted for a puncture, breakdown, damage, or any delay as a result of the poor road conditions.

Experienced English speaking guides are a key part of your safari. They are the only person(s) allowed to drive the company game drive vehicles. The guides decision on all matters, such as the route taken, is final.

Turismo de Gorongosa reserves the right to alter any route or arrangement, to cancel the operation of any scheduled tour or vary the safari services in any way in the event of unforeseen circumstances, such as road closures, bad weather, problems with national parks or hotels and security considerations. In such cases, alternative arrangements will be made as circumstances permit.

T. COMPLAINTS

In the unlikely event that the client becomes unhappy with any section of the safari while away, it is the clients responsibility to address the complaint at the earliest opportunity to the supplier of the services and to the camp General Manager and if the problem is not resolved by the end of the safari then the client must supply Turismo de Gorongosa with full written details within 30 days thereof. Failure by the client to complain at such earliest opportunities may prejudice your legal rights.

U. SEVERABILITY

Should any of the terms and conditions of this agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions, which will continue to be valid and enforceable.

If any term or condition held to be invalid is capable of amendment to render it valid, the parties agree to negotiate an amendment to remove the invalidity.

V. REVELANT LAW

This agreement (including its validity, existence and implementation, the interpretation and application of its provisions, the respective rights and obligations of the parties in terms of and arising out of the conclusion, breach and termination of the provisions of this agreement), shall be interpreted and governed in all respects by the laws of Mozambique. Any claims, be they in contract, delict or otherwise to be instituted against the company, shall be governed by the law of Mozambique and may only be instituted in a Mozambican Court, to the exclusion of all other jurisdictions.

All clients and their agents confirm that they have read and abide by the aforementioned and agree to the terms and conditions therein contained. All clients record that they are making a booking at their own risk and waive any claims that they might have in regard to injury, loss or death which might occur due to any causes whatsoever. The company refers in particular to any minor child / children who may be accompanying the client and confirm specifically that this indemnity applies to such child/ children.

The client and any clients Agent further binds their dependents, heirs, executors, administrators and assigns to the terms and conditions of this agreement, and indemnify and hold blameless the company, its members, associates, employees, representatives, organizers, helpers and agents from all liability for any or all claims whatsoever and howsoever arising and without limitation (including consequential claims) arising from any delay, loss or damage to property or injury or illness or death arising from any cause related to or occurring during a booking, activities or tours with the company.

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