

# TRADING TERMS



## PREPAYMENT TRADING TERMS & CONDITIONS

Nyumbu Luxury Camp, trading as Nyumbu Luxury Collection Tanzania is a company registered in the Republic of Tanzania and to operate within the laws of the Republic of Tanzania, Registration No.159366936.

Parties signatory to these trading terms agree to be bound by them. Failure to sign the terms will be deemed null and void if the client goes ahead to make bookings through any form of communication.

### Physical Address

House No.6A, Plot 147, Block F.  
Engutoto Ward, Serengeti Street, Njiro.  
Arusha, Tanzania.

### Postal Address

P.O. Box 11479  
Arusha,  
Tanzania

### Email Address

info@nyumbulc.com  
NAME: Sarah Egani

Signature \_\_\_\_\_  
On Behalf of Nyumbu Luxury Collection

Client's Names \_\_\_\_\_ on \_\_\_\_\_  
Acknowledge by Signing above and initialing all pages to accept the trading terms/terms and conditions.

Print Names: \_\_\_\_\_ Sign & Seal \_\_\_\_\_

By both signing these trading terms warrants that they are duly authorized to give effect to this agreement.

### TABLE OF CONTENTS 1.A.

1. BOOKING PROCESS
2. CHECK IN & CHECK OUT PROCEDURES
3. FIT & INDEPENDENT TRAVELERS
4. GROUPS
5. CHILDREN POLICY
6. TOUR LEADER/SAFARI DIRECTORS POLICY

### PAYMENT CONDITIONS 1.B.

1. GENERAL TERMS
2. GROUP
3. FIT & INDEPENDENT TRAVELERS TERMS
4. REFUNDS
5. BREACH OF TERMS
6. NYUMBU LUXURY COLLECTION RESPONSIBILITY
7. CLIENT'S RESPONSIBILITY
8. PAYMENT POLICY
9. BANK DETAILS
10. HEALTH PROTOCOLS
11. FORCE MAJEURE

### 1.A. BOOKING PROCESS:

All bookings & Services requested by the client from Nyumbu Luxury Camp shall be made in writing via email, vouchers and/or faxes. No bookings or services shall be requested verbally.

Nyumbu Luxury Camp undertakes to receive provisional bookings in writing and will hold them as follows:

1. Bookings travelling between 0 - 70 days will be held on provisional for 14 days, with 1 chance to extend the provisional.
2. Bookings travelling between 69 - 31 days will be held for 7 days, with 1 chance to extend the provisional.
3. Booking travelling below 30 days will be held for 48hrs with no chance to extend the provisional.
4. Nyumbu Luxury Camp reserves the right to extend the Provisionals and if requested in writing.
5. All Provisionals will be subject to high demand. This means that if Nyumbu Luxury Camp receives a booking that is ready to confirm and guarantee with deposit or full payments,
6. Nyumbu Luxury Camp will contact the agent/s holding the Provisional/s and give them 72hrs to either release the space or confirm the booking thereby paying a nonrefundable fee as per the payment of confirmed bookings clause.
7. We recommend that the agent has the recommended deposits before confirming any booking.
8. We will require guest nationalities for all our guests to assist the company for their marketing strategies, acquisition of appropriate park feeses and/or government statutes.
9. All confirmed bookings will be subject to payments, cancellation policies as spelt out in the payment and cancellation clauses.

### 2.A. CHECK IN & CHECK OUT PROCEDURE

1. Check in will not be earlier than 14:00
2. Check out will not be later than 11:00
3. With Prior arrangements Nyumbu Luxury Camp will endeavor to accommodate early check ins or late check-outs.

### 3.A. FIT, SMALL GROUPS & INDEPENDENT TRAVELERS

1. All bookings amended by the agent will be subject to cancellation policy as per the trading terms.
2. The agent shall notify Nyumbu Luxury Camp in writing for such amendments.
3. Bookings that are not guaranteed by deposits will be cancelled and the agent notified accordingly.
4. Reduction or waiver of cancellation fees will be at the sole discretion of Nyumbu Luxury Camp.

### 4.A. GROUPS

1. Groups herein refer to a booking taking 80% and more of the lodge and/or of 15pax and above.
2. Any booking taking 80% of the inventory of the lodge will be required to take the Camp on exclusive use.
3. The cost of such bookings will be calculated on the twin/double occupancy of all the camp rooms.

### 5.A. CHILDREN POLICY

1. Definition: a child is described as of 0 - 16 years of age.
2. Children aged 0 - 2 years sharing with adults will be free but subject to availability of baby cots and not permitted on game drives.
3. Children aged 3 - 5 years sharing with adults will be free but subject to extra beds (triple) and not permitted on game drives.
4. Children aged 6 - 16 years sharing with adults will be charged 50% of the per person sharing rate, subject to extra beds (triple), while children 6 - 12 years will be permitted on game drives at the discretion of the Camp Manager.

5. Children aged 0 - 16 years and sharing in own room, the first child will be charged the full adult rate or single rate if the child is 5 years and below.
6. Family Tent with children MUST be booked with a private vehicle (refer to the private vehicle rates)

### 6.A. TOUR LEADER/SAFARI DIRECTORS POLICY

- a) Leading a group between 1 -14 full paying guests.
  - I. Tour Leader/Safari Director staying in guide accommodation will be charged as per applicable rate sheet.
  - II. Tour Leader/Safari Director may be accommodated in guest rooms if there is availability.
  - III. The above rate will be limited to one tour leader/safari director.
- b) Leading a group between 15 and above full paying guests.
  - I. Tour Leader/Safari Director will be on complimentary accommodation.
  - II. In case of 2 tour leaders/safari directors leading one group, accommodation will be free as long as they are sharing the guide room.
  - III. Upon request of single accommodation in the case of 2 tour leaders/safari directors leading one group, one tour leader/safari director will be charged based on the 1 - 14 full paying guests guide rate.
- c) Pilots & Local driver guides.
  - I. Pilots and driver guides will be accommodated in the guide tents on sharing basis.

### PAYMENT CONDITIONS

#### 1.B. GENERAL TERMS

1. It shall remain the sole responsibility of the agent to pay for all confirmed bookings, deposits and/or full payments and for any amended or cancelled bookings.
2. Payments shall be by way of bank transfer to the appropriate accounts issued by Nyumbu Luxury Camp.
3. Credit cards will only be accepted at the Camp and paying for extra services that may arise in the course of the guest's stay.
4. Credit cards acceptable are VISA and MASTERCARD.
5. The agent/guest agrees that by paying with credit cards they will cover any costs and surcharges attracted and as prescribed by the bank and any administrative costs incurred by Nyumbu Luxury Camp.
6. In situations of last-minute bookings/services Nyumbu Luxury Camp reserves the right to request for credit card to secure and/or guarantee such bookings and/or services.
7. Last minute here is referred to as less than 7 days of travel.

All confirmed bookings will be subject to the following confirmation terms

#### 2.B. GROUP BOOKINGS

1. Within 14 days upon confirmation of the booking a non-refundable fee of 30% of the total invoice will be required.
2. Balance of 70% of the total invoice will be required within 90 days before travel.

#### 3.B. FITs, SMALL GROUPS & INDEPENDENT TRAVELERS TERMS

1. Within 7 days upon confirmation of the booking a non-refundable fee of 25% of the total invoice will be required.
2. Balance of 75% of the total invoice will be required on or before 45 days before travel.

### 3.B.1. INDEPENDENT TRAVELER, GROUPS CANCELLATION, REFUND & AMENDMENT POLICY:

- a. All cancellations MUST be communicated to Nyumbu Luxury Camp in writing as if and when they happen.
- b. Cancellation of a confirmed Independent Traveler's booking will attract cancellation fees as follows:
  1. Booking cancelled 46 days before travel will be charged 25% cancellation fees of the total invoice.
  2. Booking cancelled 45 days before travel will be charged 100% cancellation fees of the total invoice
- c. Cancellation of a confirmed Group booking will attract cancellation fees as follows:
  1. Booking cancelled 91 days before travel will attract cancellation fees of 50% of the total invoice
  2. Booking cancelled 90 days before travel will attract cancellation of 100% of the total invoice

### 4.B. REFUNDS

1. Any refunds or requests to waiver cancellations will be at the discretion of Nyumbu Luxury Camp and paid within 30 days upon receiving a written request for such refunds.

### 5.B. BREACH OF THE ABOVE BY THE AGENT/GUESTS:

1. Nyumbu Luxury Camp will be entitled to cancel all the requested services and seek full redress to recover all monies owing to Nyumbu Luxury Camp.
2. Among other actions will be to cancel any future bookings held by the client/guest
3. Recover all amounts owed
4. Bar bookings from such an agent and blacklist them
5. Collect payments directly from guests who are already travelling by the agent upon arrival at the Camp
6. Work with the bank in computing surcharges to all overdue invoices and/or balances
7. Nyumbu Luxury Camp shall not be liable for any errors, omissions

### 6.B. NYUMBU LUXURY COLLECTION RESPONSIBILITY

1. Nyumbu Luxury Camp will be responsible for holding bookings, providing quotations, confirm bookings and issue invoices.
2. Endeavor to offer accurate information related to pricing, accommodation, room types, transfers from - to airstrip.
3. Nyumbu Luxury Camp will be entitled to change travel arrangements for example flights, should this happen, the client will be informed accordingly but all efforts will be taken to ensure this does not happen.
4. In case of any special requests, Nyumbu Luxury Camp will make every effort to meet the guest's expectations although this cannot be guaranteed.
5. Make available marketing collateral as and when the agent may require them for the purpose of propositioning the product.
6. Ready to provide any proof of insurances taken at the request of the agent

### 7.B. AGENT'S/CLIENT'S RESPONSIBILITY

1. Follow the terms and conditions to the letter
2. The agent shall ensure timely payments of monies owed to Nyumbu Luxury Camp to avoid any inconvenience.
3. You will not undercut or devalue Nyumbu Luxury Lodge in any way and you will have to use the contracted rates and follow the contractual obligations.
4. Expect the agent to refer any queries and questions of the guest/s to Nyumbu Luxury Camp on queries and/or questions that the agent cannot answer.

5. It will be the sole responsibility of the agent to advise the client/guests on travel information related to the destination - i.e. Passport requirements, Visa and Vaccinations - yellow fever, Covid-19 and/or hepatitis certificates where applicable.
6. Ensure that the guest/s have comprehensive insurance cover for medical, personal effects, accidents, emergency travel, cancellation of safari and any limitations.
7. Agent to notify guests that they will be required to sign up indemnities and/or waiver forms while staying with Nyumbu Luxury Camp.
8. Furnish Nyumbu Luxury Camp with all the information related to the guests that is not limited to dietary requirements, age of guest, allergies, special requests, anniversaries and any preferences.
9. At No time will bookings be made outside this trading terms
10. Nyumbu Luxury Camp will expect the agent to discourage their client from making unfounded and unlawful claims with a view of charging back their credit card payments which may result into loses to Nyumbu Luxury Camp. In such instances Nyumbu Luxury Camp will seek appropriate redress that may not be limited to among other actions legal action to the agent to mitigate on such loses.
11. The agent agrees to indemnify Nyumbu Luxury Camp against any legal actions or claims brought about by any third party arising in any way connected to this agreement and trading terms.
12. Counter sign or stamp on all pages of this trading terms.

### 8.B. PAYMENT POLICY

- a. It remains the sole responsibility of the agent to pay all invoices issued by Nyumbu Luxury Camp for all confirmed bookings and any cancellations and in line with all the taxations.
- b. A breach of these trading terms or failure to effect payments timeously as agreed may lead to the cancellation of this agreement and/or any services booked and action taken that may not be limited to:
  1. Cancelling all future bookings.
  2. Recovering monies from the guests at the Camp.
  3. Levy charges on all overdue balances
  4. Seeking legal action against the agent.

### 9.B. BANKING DETAILS

1. Payments MUST be done in favor of Nyumbu Luxury Camp reflecting the invoice details that include the number, name of guests and reservation number that is being paid for, this has to be electronic transfers or bank drafts, with the payments slip duly stamped by the bank and copy sent to Nyumbu Luxury Collection.
2. Failure to do the above may result into misallocation that may cause inconveniences to both the agent & guests.

### 10.B. HEALTH PROTOCOLS

1. The agent acknowledges that their guest/s will be solely responsible to their personal health and health safety when partaking of Nyumbu Luxury Camp services and the agent will duly inform the guests of their

### 11.B. FORCE MAJEURE

1. Should either party be prevented or delayed or restricted or hindered directly or indirectly from offering or providing services under these trading terms for any reason and/or cause beyond Nyumbu Luxury Camp control that may include but not limited to civil Strife, war, strikes, fires, lockouts, explosions, acts of God, natural calamities, pandemics, diseases, epidemic etc., the party so affected shall be relieved of its obligations during such period that the force majeure occurrence continues.
2. The party so affected shall not be liable for any failure in the performance of its obligations or for any loss or damages which the other Party may suffer due to or resulting from such delay or failure on the part of the affected Party as long as a written notice of the inability to perform shall be given by the affected Party within reasonable time.
3. Should Nyumbu Luxury Camp be affected by any force majeure, at its sole discretion shall be entitled to cancel, delay, reroute or vary part or full arrangements of the affected booking(s).
4. It will remain at the absolute discretion of Nyumbu Luxury Camp to pay any refund for non- performance of any of its obligations to such affected booking(s).
5. We expect that the affected party shall endeavor to terminate the force majeure as soon as the circumstance that gave rise to the force majeure are terminated and in writing
6. Nyumbu Luxury Collection may not take responsibility or liability for bookings cancelled due to Travel Advisories.