

Tanzaniatrail Experience Website Terms and Conditions

Please note that the terms and conditions and various policies on this page pertain to all Tanzaniatrail Experience's websites: www.tanzaniatrail.com.

Website Terms and Conditions | Privacy Policy | Notice at Collection | Cookie Policy | Standard Booking Conditions

1. TERMS

By accessing and using the website at https://www.tanzaniatrail.com/, you are agreeing to be bound by these terms of service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site.

The materials contained in this website are protected by applicable copyright and trademark law.

https://www.tanzaniatrail.com/ is a website operated by Tanzaniatrail Experience Limited ("we", "our" or "us"). We are registered in Tanzania under the name Tanzaniatrail Experience Limited with the registration number 180-590-811 and have our registered office at Arusha, Tanzaniatrail Experience Limited at P.O BOX 6267, Arusha Tanzania

The following policies also apply to your use of this site:

a) our Privacy Policy, which sets out the terms on which we process any data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate;

b) our Cookie Policy, which sets out the terms on which we use cookies collected from your use of our site. You consent to such cookie processing and use by us.





2. USE LICENSE

- a) You are hereby granted a worldwide, irrevocable, perpetual, non-exclusive, royalty-free license to temporarily download one copy of the materials (information or software) on Tanzaniatrail Experience's website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:
- i) modify or copy the materials;
- ii) use the materials for any commercial purpose, or for any public display
- iii) attempt to decompile or reverse engineer any software contained on Tanzaniatrail Experience's website;
- iv) remove any copyright or other proprietary notations from the materials;
- v) transfer the materials to another person or "mirror" the materials on any other server:
- b) This license shall automatically terminate if you violate any of these restrictions and may be terminated by Tanzaniatrail Experience at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

3. DISCLAIMER

- a) The materials on Tanzaniatrail Experience's website are provided on an 'as is' basis. Tanzaniatrail Experience makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.
- b) Further, Tanzaniatrail Experience does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.





4. LIMITATIONS

- a) In no event shall Tanzaniatrail Experience or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on Tanzaniatrail Experience's website, even if Tanzaniatrail Experience or a Tanzaniatrail Experience authorized representative has been notified orally or in writing of the possibility of such damage.
- b) Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.
- c) Nothing in these terms of website use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by any applicable law.

5. ACCURACY OF MATERIALS

a) The materials appearing on Tanzaniatrail Experience's website could include technical, typographical, or photographic errors. Tanzaniatrail Experience does not warrant that any of the materials on its website are accurate, complete, or current. Tanzaniatrail Experience may make changes to the materials contained on its website at any time without notice. However, Tanzaniatrail Experience does not make any commitment to update the materials.

6. LINKS

a) Tanzaniatrail Experience has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Tanzaniatrail Experience of the site. Use of any such linked website is at the user's own risk.

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7. MODIFICATIONS

a) Tanzaniatrail Experience may revise these terms of service for its website at any time without notice. By using this website, you are agreeing to be bound by the then current version of these terms of service,

8. GOVERNING LAW

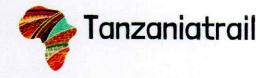
a) To the extent permitted by applicable law, these terms and conditions are governed by and construed in accordance with the laws of Arusha, Tanzania and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

Tanzaniatrail Experience Data Privacy Policy

This Data Privacy Policy outlines our procedures and guidelines regarding the collection, use, processing, disclosure, and transfer of your information at Tanzaniatrail Experience. By engaging with our website at www.tanzaniatrail.com, including access and browsing, you accept this Data Privacy Policy, along with our website terms and conditions and any related documents.

Tanzaniatrail Experience Limited processes personal information in alignment with the Protection of Personal Information Act of 2013 (POPI Act) and, where relevant, the EU General Data Protection Regulation (GDPR).





Notice at Collection

As mandated by the CCPA, we provide this "notice at collection" to disclose the categories of personal information we collect and the purposes for which it is used.

1. INFORMATION WE MAY COLLECT

We gather and store both personal and non-personal information related to your interactions with our site. "Personal information" refers to data that uniquely identifies or contacts an individual. Non-personal information is data that cannot be directly linked to any individual and may be processed and shared without restrictions. We collect the following types of personal information:

- 1.1. Data provided by you through forms on our site or communication regarding issues with our services or website.
- 1.2. Details of your site visits, including traffic data, location data, weblogs, and other communication data necessary for our operations.
- 1.3. Data related to your activities on our site such as online actions, payment history, and device data.
- 1.4. Records of correspondence if you contact us.
- 1.5. Information from surveys for research purposes.
- 1.6. Content you post in reviews of our services.
- 1.7. Additional information necessary for contract performance, legal compliance, protecting legitimate interests, or other purposes stated in our operations.

2. INTERNET PROTOCOL ADDRESSES

We collect data about your device such as IP address, operating system, and browser type for system administration and to aggregate information for our business partners.

3. DATA STORAGE AND TRANSFER

Your personal information may be stored or processed outside of the jurisdiction in which it is collected. This includes transfers to countries without the same data protection laws as the jurisdiction of collection. We take necessary measures to ensure these transfers comply with applicable legal requirements. ne Manjale

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4. SECURITY

We implement high-standard security measures to protect your personal information. However, no system is entirely secure, and we cannot guarantee the complete security of your data. We also offer tools like "remember me" to facilitate easier access to your account, though you are responsible for maintaining the security of your account.

5. USE OF INFORMATION

We use the information we collect to:

- 5.1. Enhance your experience on our site.
- 5.2. Communicate with you regarding enquiries and bookings.
- 5.3. Offer you personalized products or services.
- 5.4. Fulfill obligations under any agreement with you.
- 5.5. Enable participation in interactive features when you choose to do so.
- 5.6. Notify you of changes to our services.

The legal basis for processing your data includes consent, contract performance, and legitimate interests such as marketing and service improvement.

6. DISCLOSURE OF INFORMATION

We may disclose your personal information if necessary to comply with legal obligations, protect our rights or safety, and support business needs in cases of restructuring or mergers.

7. YOUR RIGHTS

You have rights over your personal information, including access, correction, deletion, and the right to withdraw consent.

8. ACCESS TO INFORMATION

Under the POPI Act, you can access the personal information we hold about you. Requests should be directed to our information officer at www.tanzaniatrail.com.





9. CHANGES TO OUR DATA PRIVACY POLICY

We may update this policy periodically, and we will post any changes on our website.

10. CONTACT

For questions about your account or our data practices, please email mailtoinfo@tanzaniatrailcom

Tanzaniatrail Experience Cookie Policy

At Tanzaniatrail Experience, we are committed to enhancing your digital interaction on our platform, ensuring a seamless, efficient, and personalized browsing experience. To facilitate this, we use cookies and similar technologies, as outlined in this Cookie Policy, By engaging with our website, www.tanzaniatrail.com, you acknowledge and consent to our use of these tools, Should you choose, you can manage your cookie preferences at any time through our dedicated Cookie consent tool, giving you control over how your information is utilized.

Understanding Cookies

- 1. What are Cookies?
- 1.1 Definition: Cookies are small text files stored on your device by your web browser. They contain snippets of information about your browsing habits and website usage. Cookies are essential for enhancing site functionality and user experience, making your interactions more efficient and personalized.
- 1.2 Functionality: These cookies are designed to remember your login credentials, sparing you from needing to re-enter information on subsequent visits. They also adapt the website's operations to better fit your needs and interests by remembering your previous interactions and preferences.
- 1.3 Partnerships: To provide enriched content and targeted advertisements, we collaborate with third-party advertisers who may also set cookies on your device (Third Party Cookies). These cookies aid in managing the display and effectiveness of these ads, ensuring that you see ads that are most relevant to your interests.





1.4 Data Usage: All data collected through cookies is processed and handled in strict accordance with our Privacy Policy and Data Privacy Policy, ensuring the highest level of data protection and privacy.

2. Types of Cookies We Use

Necessary Cookies:

2.1 These cookies are critical for the basic functionalities and navigation on our website. They are indispensable for seamless access and cannot be disabled through the cookie management tools.

Analytical Cookies:

2.2 We use these cookies to gather insights into how you and other users engage with our website. This information is crucial for us to understand user behavior and improve our site, accordingly, making sure that it meets your needs and expectations.

Customization Cookies:

2.3 These cookies are aimed at enhancing your user experience by remembering your preferences and past selections. This allows us to greet you by your name and customize content according to your preferences and previous choices.

Advertising Cookies:

2.4 Employed to deliver advertisements that are most relevant to you, these cookies also help track the effectiveness of advertising campaigns. They ensure that ads are properly displayed and correspond to your interests.

Social Media Cookies:

2.5 Enabled through various social media networks, these cookies facilitate content sharing from our site and may track your browser activity across multiple sites to profile your interests and serve you more relevant advertisements.





3. Managing Your Cookie Preferences

You retain the right to adjust your cookie settings at any time, giving you control over the activation and deactivation of different cookie categories via our website's cookie consent tool.

Contact Us

Should you have any inquiries or require further information about our Cookie Policy, please do not hesitate to contact us via email at info@tanzaniatrail.com.

Tanzaniatrail Experience Standard Booking Terms and Conditions

These conditions apply to all bookings with Tanzaniatrail Experience. In cases where Tanzaniatrail Experience explicitly agrees to different terms, such explicitly agreed conditions will prevail.

Standard Booking Confirmation:

By sending a booking request, you confirm that you have read these booking conditions and agree to be bound by them. Tanzaniatrail Experience only accepts booking requests through writing or email. Booking requests through telephone, Skype, or other forms of communication are not accepted. Tanzaniatrail Experience will start your arrangements upon receipt of your deposit payment. Confirmations of arrangements will not be made before the deposit payment has reached Tanzaniatrail Experience's accounts under any circumstances.

A booking is made once Tanzaniatrail Experience has sent a written/email confirmation of the booking to you ("Booking"). Tanzaniatrail Experience reserves the right to refuse bookings at its sole discretion, and all bookings are subject to full compliance with these terms.





Deposit and Payments:

A deposit of at least 20% of the invoice amount must be paid within 10 days of booking to confirm your travel arrangements. The deposit may vary depending on the type of tour. The full balance must be paid no later than 10 days before the date of arrival. Upon request, it is possible to pay the balance in cash (USD) on arrival.

Cancellation or No Show:

Cancellations or changes to bookings must be received by Tanzanialrail Experience by email and confirmed to be effective. No refunds will be given for late arrivals or no-shows.

If the arrangements are canceled 0 to 10 days before arrival, the full invoice amount (100%) is due. If the arrangements are canceled 10 or more days prior to arrival, the deposit of the invoice amount is due.

Currency:

All prices and rates are quoted and invoiced in USD, and all payments must be made in USD. Payment in other currencies will only be accepted by pre-arrangement.

Payment Methods:

All payments must be made by bank transfer. Cash payments upon request.

Weight and Luggage Restrictions:

On trekking tours, a maximum 20kg per person is allowed. If these limits are above exceeded, kindly note that the additional costs incurred will be for your account.





Changes in Rates:

Under normal circumstances, Tanzaniatrail Experience wishes to respect agreed rates, but reserves the right to change the rates and terms at any time due to circumstances out of its control (such as, but not limited to, fuel prices, exchange rates, government decisions/fees, service levies or tax increases). In case of material changes caused by any applicable condition or other similar bodies that cannot be influenced by Tanzaniatrail Experience that would lead to severe losses endangering economically sustainable operations, it reserves the right to also change the rates on confirmed and paid bookings.

Insurance:

By booking with Tanzaniatrail Experience, you specifically accept the responsibility to ensure, and warrant, that all your clients individually are adequately insured (also considering the inherent risk involved in going on safari and travelling in wildlife areas) for amongst others cancellation, medical assistance, evacuation, damages and repatriation. While every care is taken to ensure the health of our guests, Tanzaniatrail Experience is not liable if a guest contracts COVID-19, or any other illness, during their travels in East Africa.

Check-In and Departure Times:

For check-in and departure times, the respective regulations of the Hotels/Lodges/Camps apply. In the event of late departures, additional costs/fees could be incurred. Tanzaniatrail Experience is not liable for possible additional costs.

Itinerary Changes:

Tanzaniatrail Experience will do its utmost to assist in minimizing the disruption of itineraries booked through Tanzaniatrail Experience in case of cancellations, changes or delays due to any of its 3rd party service providers. However, any costs incurred in relation thereto will be borne directly by you or your client.

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Force Majeure:

Tanzaniatrail Experience will notify you as soon as practicable when it is affected by a Force Majeure. Tanzaniatrail Experience shall not be deemed to be in breach of your Booking or these conditions or otherwise be liable to you, by reason of delay in performance, or non-performance of any of its obligations to the extent that any such delay or non-performance is due to any Force Majeure. If arrangements affected by Force Majeure shall be entitled to, on its sole discretion, cancel or vary any arrangements for that itinerary in relation to your booking. Payment of any refund by Tanzaniatrail Experience as a result of the non-performance of any of its obligations hereunder shall remain its sole and absolute discretion. It being understood that Tanzaniatrail Experience uses reasonable endeavors to reimburse you where possible.

Health and Entry Requirements

You ensure and warrant that each member of your party traveling has complied with the necessary visa and health requirements to cover all countries and dates that you are traveling with or booked through Tanzaniatrail Experience. It is the sole responsibility of your travel required documents and health precautions are obtained. While every care is taken to ensure the health of our guests, Tanzaniatrail Experience holds no liability if a guest contracts COVID-19, or any other illness, during their travels in East Africa.

Photography and Marketing

Tanzaniatrail Experience reserves the right without giving further notice, and you hereby permit us, to make use of any photographs or films produced by yourselves during your stay with us for general publicity purposes without payment or permission.

General

Failure of Tanzaniatrail Experience to enforce any provision of these booking conditions shall not constitute a waiver of such provision or affect Tanzaniatrail Experience's right to enforce that or any other provision in the future. If any provision of these booking conditions is rendered void, illegal, or unenforceable in any respect under any law, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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Disputes and Governing Law

These booking conditions and each booking are governed by the law of the country of incorporation of Tanzaniatrail Experience. Any amendments in how we operate are made by the law of the country where these conditions initially relate to making a booking or other payments (including reservations, payments). The Tanzaniatrail Experience intends to resolve any disputes as soon as possible, but in any case, within 10 days of its occurrence, allowing us to assist in solving the issue immediately in good faith. Additionally, any claims or complaints in relation to our service need to be made jointly in good faith. Accurate documentation of your management or your contact at our sales office, to allow for an adequate solution of the matter. Any disputes in relation to these conditions or a booking that cannot be resolved amicably will be brought to the competent court of the country of incorporation of the Tanzaniatrail Experience in whose name you have made payments in accordance with these conditions.

