

Terms and Conditions – Tupo Africa Safaris Kilimanjaro Climb and/or Safari:

1. Definitions:
 - 1.1 Tupo Africa Safaris means Tupo Africa Safaris Ltd owned by Deogratius M. Kessy, PO Box 15882 Arusha, Tanzania, East Africa; info@tupoafricasafaris.com; +255 787 356043; Skype voicemail +1406 445 0987.
 - 1.2 Customer means the person for whom Tupo Africa Safaris has agreed to provide the Kilimanjaro Climb and/or Safari.
 - 1.3 Kilimanjaro Climb means the trip to be provided by Tupo Africa Safaris as described and detailed in the appropriate climb information document. Safari means the trip to be provided by Tupo Africa Safaris as described and detailed in the appropriate safari itinerary document.
2. Liability:
 - 2.1 Tupo Africa Safaris will provide the Kilimanjaro Climb and/or Safari using reasonable skill and care.
 - 2.2 Where any part of the Kilimanjaro Climb and/or Safari is provided by any third party, Tupo Africa Safaris will use reasonable skill and care in selecting such other third party but shall not be liable to the Customer for the performance of the third party and/or for any loss or damage, whether of a personal nature or to the Customer's possessions, caused by the third party.
 - 2.3 The Kilimanjaro Climb and/or Safari by its very nature has inherent risks of personal injury and damage to health which the Customer recognizes and accepts in joining the Kilimanjaro Climb and/or Safari.
 - 2.4 The Customer travels and takes part in the Kilimanjaro Climb and/or Safari entirely at his/her own risk and Tupo Africa Safaris shall not be liable to the Customer by reason of any representation or implied warranty, condition or other term, or any duty, in contract or common law, for any loss of profit or any consequential loss of any kind howsoever caused and whether caused by Tupo Africa Safaris or any other party engaged by Tupo Africa Safaris to assist in the Kilimanjaro Climb and/or Safari.
 - 2.5 The liability of Tupo Africa Safaris to the Customer is limited to the amount paid by the Customer to Tupo Africa Safaris for the Kilimanjaro Climb and/or Safari.
 - 2.6 Tupo Africa Safaris shall not be liable for any delay to or cancellation of the Kilimanjaro Climb and/or Safari due to any reasons beyond its control.
3. Insurance:
 - 3.1 The Customer agrees to take out adequate insurance at his own expense to cover all risks associated with the Kilimanjaro Climb and/or Safari including to cover the needs of air rescue from any location connected with the Kilimanjaro Climb and/or Safari and will provide evidence to Tupo Africa Safaris that such insurance has been taken out for the Kilimanjaro Climb and/or Safari if requested.
 - 3.2 The Customer shall be fully responsible for ensuring that the insurance taken out by him/her covers all the risks which the Customer, at his/her sole discretion, considers as necessary to be covered in respect of the Kilimanjaro Climb and/or Safari inclusive of all training and travelling associated with the Kilimanjaro Climb and/or Safari.
4. Payments:
 - 4.1 The cost to the Customer of the Kilimanjaro Climb and/or Safari will be the amount stated in the appropriate climb information document and/or Safari itinerary document.

- 4.2 The cost includes elements that are payable by Tupo Africa Safaris in currencies other than US Dollars. These elements are priced using the daily exchange rate of US Dollars to Tanzanian shillings as per the Tanzanian banks. If this exchange rate changes by more than +/- 5% from stated price, then Tupo Africa Safaris reserves the right to amend the cost accordingly, either upwards or downwards as required.
- 4.3 Any deposit paid to Tupo Africa Safaris is non-refundable, unless stated differently by Tupo Africa Safaris.
- 4.4 Payment for the full cost of the Kilimanjaro Climb and/or Safari is due in full a minimum of eight weeks prior to the commencement date of the Kilimanjaro Climb and/or Safari. Any refund of payments paid after this date is at the sole discretion of Tupo Africa Safaris. All payments are non-refundable if the Customer cancels part or all of the Kilimanjaro Climb and/or Safari within six weeks of the commencement of the Kilimanjaro Climb and/or Safari.

Tupo Africa Safaris reserves the right to make minor changes to the itinerary of the Kilimanjaro Climb and/or Safari if this becomes necessary for any reason.

These Terms and Conditions and the signed Disclaimer together represent the entire agreement between the parties and together supersede any other offers, representations, agreements or the like whether written or oral and may not be varied except in writing between the parties.

By paying the deposit to Tupo Africa Safaris for the Kilimanjaro Climb and/or Safari, the Customer is stating that they agree to these Terms and Conditions and the Disclaimer.

Should any part of these Terms and Conditions and the Disclaimer be held unenforceable in law then that part may be omitted and the rest of the Terms and Conditions and the Disclaimer shall still apply.

The law of these Terms and Conditions and the Disclaimer is Tanzanian Law and the Tanzanian Courts shall have exclusive jurisdiction with regard to all matters arising from them.