



Terms & Conditions

CAPTAIN BARNABA

TOURS

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Article 1 Introductory definitions

1. Travel Organizer:

The one who, during its business, offers its own name to the public or a group of people with pre-arranged tours, is hereinafter referred to as CAPTAIN BARNABA TOURS.

2. Traveler:

- a. The counterparty of CAPTAIN BARNABA TOURS, or
- b. The person for whom the trip was arranged and who has accepted that arrangement, or
- c. The person who, pursuant to Article 13 of these conditions has been transferred to the legal relationship to the tour operator.

3. Travel Agreement:

The contract that the travel organizer undertakes two options

Option 1 to the other party to provide an offer by its pre-arranged trip that includes day trip or a period less than 24 hours and at least two of the following services A. Transfer B. Flight Ticket and C. Day Activities, which forms a significant part of the trip. These terms & conditions apply to all travel agreements from CAPTAIN BARNABA TOURS before booking the trip.

Option 2 to the other party to provide an offer by its pre-arranged trip that includes an overnight stay or a period of more than 24 hours and at least two of the following services: A Transport. B. Residence; C. Other, which forms a significant part of the trip. These terms & conditions apply to all travel agreements from CAPTAIN BARNABA TOURS before booking the trip.

Article 2 Tour operator's information

1. CAPTAIN BARNABA TOURS, specializes in Excursions & safari tours.

2. No later than at the conclusion of the agreement the traveler will be provided by or on behalf of the travel organizer general tuned information about the passports, visas and any health formalities. The traveler is responsible for obtaining any necessary additional information from the concerned authorities and to ascertain in time for departure or previously that the obtained information has not changed.

3. The traveler is responsible to arrange their own travel- and cancellation insurance.

Article 3 Traveler's information

1. The passenger provides all information concerning him and the registered travelers that may be of interest to him for the closing or execution of the agreement to CAPTAIN BARNABA TOURS, before or at the latest at the conclusion of the Agreement. These include -if available- the mobile/ whatsapp phone numbers, email addresses and hotel address.

2. The traveler also mentions details that may be of interest or used for the proper execution of the trip by the tour operator regarding the nature or composition of the reported group of travelers.

3. If the passenger fails in its information requirement, in accordance with the provisions in Article 29, and has the effect that the traveler (s) is/are excluded by the tour operator from (further) participation in the trip, the costs referred to in that article are charged to him.

Article 4 Emergence and content agreement

1. Offer and acceptance:

a. The agreement comes about when the traveler accepts the offer from CAPTAIN BARNABA TOURS, including the applicable conditions. After completion of the agreement the traveler will receive as soon as possible in writing or by electronic means a confirmation of this, possibly in the form of an invoice.

b. Registration/reservation is carried out by filling out the application form on the website of www.captainbarnabatours.com. Our valued clients is responsible for paying the deposit or full amount for the entire activity. A booking is binding as soon as the valued client has expressed agreement namely via an email to CAPTAIN BARNABA TOURS to the quotation that CAPTAIN BARNABA TOURS has sent to the valued client. This booking is binding and gives the right to charge cancellation fees, in accordance with article 14, to the booking party, if the party decides to cancel the booking.

2. Offer Revocation:

The offer of the tour operator is without obligation and can be revoked if necessary. Revocation due to correction of errors in the calculation of the travel fees or other errors is allowed. The cancellation must be done as soon as possible, the latest before 12 hours after the day of acceptance and is subject to giving reasons. In that case, the traveler is entitled to immediate refund or any paid funds.

3. Obvious errors:

Obvious errors and evident mistakes are not binding on the tour operator. Such errors and mistakes are errors and mistakes which, from the perspective of the average traveler, should be or are as such at first sight.

Article 5 Payment, interest and collection costs

1. At the conclusion of the agreement, a deposit of 25% of the total agreed travel sum needs to be met (within 7 days). Last minute bookings must be paid directly for the full amount. Domestic flights and national transfers will be arranged after full payment.

2. The remainder of the tour cost must be submitted in possession of CAPTAIN BARNABA TOURS. no later than 4 weeks before the departure day. The traveler is in default if not paid on time. If the traveler has not paid, CAPTAIN BARNABA TOURS will send a free payment reminder, in which the traveler has a period of seven calendar days to pay the payment. If payment is not forthcoming, then the agreement shall also be deemed to have been cancelled on the day of omission. CAPTAIN BARNABA TOURS has the right to cancellation costs fees. In that case, the provisions of article 14 shall apply and the already paid charges will be settled in the cancellation costs.

3. If the agreement is concluded within six weeks before the date of departure, the entire amount must be paid immediately.

4. The traveler who did not submit to a financial obligation to the tour operator is still in debt the remaining amount due the statutory interest. Furthermore, he is required to pay collection costs made by the tour operator.

Article 6 Travel fee

1. The published fee is per person, unless otherwise. This includes the services and amenities as understood in the trip description.

2. The published fee is based on the prices, charges and taxes; such were made known by the tour operator at the time of publication.

Article 7 Administrative costs

CAPTAIN BARNABA TOURS calculates per booking \$15.00 administration costs.

Article 8 Deposits

A deposit of 25% within seven days after the confirmation/invoice has been received. The remainder of the total activity price shall be in the possession of CAPTAIN BARNABA TOURS not later than two weeks before the date of arrival. In the event of late payment, the traveler is without further explanation in default. If the payment is not provided, the contract shall be deemed to have been cancelled on the day of omission. CAPTAIN BARNABA TOURS reserves the right, in accordance with article 14, to charge the cancellation costs. When signing up within three weeks before arrival the entire amount is to be paid immediately. Upon receipt of the deposit the traveler receives the additional travel information concerning the booked safari tour.

Article 9 Travel documents

Upon departure, the passenger must ensure that he/she is in possession of the required valid documents such as passport, travel documents, insurance papers, etc.

Article 10 Travel documents

The Travelers leader is responsible for the proper administration of the travel documents and is also responsible for the dissemination of the travel documents under the other participants of the booking.

Article 11 Modifications by participant(s)

1. For amendments to existing bookings/deals CAPTAIN BARNABA TOURS calculates last minute \$20,00 administration fee per change. It's up to CAPTAIN BARNABA TOURS to determine/assess whether a change to the existing booking can be made.

2. Rejection of the changes wanted by the traveler will be explained by the tour operator and will be communicated to the passenger.

3. The traveler can retain or cancel the original agreement. At lack of response of the traveler on the rejection of his request, the original agreement will be executed.

4. Change of departure date or reducing the number of paying passengers is a (partial) cancellation. See article 14.

Article 12 Guaranteed departure/minimum number of participants

All tours have a guaranteed departure from 2 persons. It is possible to register from 1 person for several tours with accompanying dates mentioned in advance on the website www.captainbarnabatours.com. These tours are also conducted with a minimum of 2 participants. CAPTAIN BARNABA TOURS will indicate, at a 1-person request, whether multiple participants are booked, so the client can book his/her flight.

Article 13 Substitution

1. The traveler can be replaced by another in good time, before the start of the journey. Before that, the traveler is subject to the following conditions: (a). the other meets all the conditions attached to the agreement; and (b). provided that the airline accepts a name change, the application shall be submitted no later than 2 calendar days prior to departure, or as soon as possible so that the necessary acts and formalities can be carried out; (c). the terms and conditions of the involved service providers in carrying out opposing are not in conflict with the substitute.

2. The Traveler leader, the traveler and the one who replaces him are severally liable to CAPTAIN BARNABA TOURS for the payment of the due payment of the travel price, referred to in article 11, change and communication costs and any additional costs as a result of the replacement.



Article 14 Cancellation by the traveler(s)

1. Purchase of cancellation insurance through CAPTAIN BARNABA TOURS is not possible. Cancellations by the traveler can be communicated only by email using the email info@captainbarnabatours.com. The following costs are then charged:

- a. Cancellations 21 days and more prior arrival, no charge is charged.
- b. Cancellations between 20 days & 7 days prior arrival, 50% of the total costs will be charged
- c. Cancellations between 6 days or less prior to arrival, 100% of the full costs will be charged.
- d. No shows will be charged at the total costs.

2. In some cases will apply more stricter cancellation rules, and in other cases where it concerns the bookings of hotels and transfers, we will be able to charge you less dependent on our direct costs incurred. Cancellations must be made in writing at any time.
3. The prices of CAPTAIN BARNABA TOURS are based on the number of persons in the journey. When an agreement is cancelled by one or more travelers, the other guests must pay the fare, for the remaining number of travelers, as calculated by CAPTAIN BARNABA TOURS. The total amount of cancellation price and changed travel price will never exceed the original price.
4. In case no cancellation occurs, but the traveler chooses to be substituted, article 13 shall apply.

Article 15 Cancellation by tour operator

1. CAPTAIN BARNABA TOURS has the right to cancel the contract due to important circumstances.
2. Important circumstances mean circumstances as such that further bondage of CAPTAIN BARNABA TOURS to the agreement cannot reasonably be demanded. Considering the adventurous character and the local conditions this may mean that there are any changes in the itinerary, itinerary, place of arrival and departure, transport, and the stay, the times at which and the order in which scheduled excursions are carried out and the designation of a different kind of means of transport or other type of accommodation.
3. If the cause of cancellation can be allocated to the passenger, the damages shall be borne by the traveler.
4. If the cause of cancellation can be attributed to CAPTAIN BARNABA TOURS, the resulting damage is on behalf of the tour operator. Whether that is the case, shall be determined in accordance with article 24.
5. If the cause of the cancellation can be attributed either to neither the tour operator nor the traveler, both parties will carry each of their own damage such as spelled out in article 27.
6. If CAPTAIN BARNABA TOURS saves money by the cancellation, the traveler is entitled to the amount of those savings.

Article 16 Validity offers & local price changes

1. Any offer from CAPTAIN BARNABA TOURS is based on value of the US dollar and is therefore the settled rate will be applicable and will not be offered on rate increases or decreases, then the rate will not be adjusted accordingly.
2. CAPTAIN BARNABA TOURS reserves the right to charge the client to any increases in local taxes, park fees, etc., 5 days before the trip starts as we will inform the Traveler leader.

Article 17 Program changes

1. The tours are published by us based on planned lodges, resorts, camps and hotels and are subject to route changes. We also reserve the right to, after booking, but prior to your trip, to possibly change the route and certain accommodations, if this is the program.
2. In the event of changes of the accommodation, we will select alternatives of equal or better quality. Regarding changes in the route, we will try to maintain the original travel as much as possible possibly rearranging components in a different order. In the event of important changes to the route (set against the entire trip) you as a traveler have the right not to accept this, and we proceed to the cancellation of the travel contract and you get the full travel price refunded.
3. The traveler will receive the final details of their travel program in their voucher. This voucher will be sent as soon as the full payment is in.

Article 18 inclusive/exclusive

In our entire safari tours are precisely stated what travel components are and what travel components are not included in the tour price. In case of ambiguities you should inquire us about what to do.

Article 19 Unexpected price increases park fees and local taxes

1. Anyone who goes from 1 July 2024 to Tanzania is faced with unexpected increases in the park fees. This increase consists of two parts. Increase in the entrance fee per person and per car and on top of that, the introduction of sales tax (18% VAT) on the entrance fees of the national parks and game reserves in Tanzania.
2. For existing bookings, this means that the travelers from CAPTAIN BARNABA TOURS may sometimes have to pay an extra (small) amount for their Safaris. For new bookings (from 1 July 2024) the price increases are calculated in the quoted price.

Article 20 tourist tax

Since recently, in Tanzania and especially on Zanzibar, it's also, that the usual charge (approx. \$1 to max \$2.50 per person per day), cash is settled at the reception of the accommodation.

Article 21 Insurance

We propose the purchase of travel insurance as mandatory. Cancellation insurance is not mandatory, but we recommend it none the less. If you are using continuous insurance, please check with your insurance company the amount of coverage per trip and per policy per year since these are not often adequate in view of the magnitude of our travel price.

Article 22 Third-party publications

CAPTAIN BARNABA TOURS is not responsible for photos, leaflets and other information material, as far as issued under the responsibility of third parties.

Article 23 Damages

If CAPTAIN BARNABA TOURS is obliged to pay the traveler damages related to loss of travel pleasure, is the fee at most once the fare.

Article 24 Liability & force majeure

1. Without prejudice to the provisions of articles 15 and 17 CAPTAIN BARNABA TOURS is committed to implementation of the agreement in accordance with the expectations that the traveler may reasonably have under the agreement.
2. If the tour is not executed in accordance with the expectations referred to in paragraph 1, the traveler is obliged to communicate this as soon as possible to the persons concerned referred to in article 30 (1).
3. If the tour is not executed in accordance with the expectations referred to in paragraph 1, is CAPTAIN BARNABA TOURS without prejudice to the provisions of articles 27, 28 and 29 required to compensate any damage of the traveler, unless the failure to perform is attributable not to her nor to the agent by whose assistance he used in the implementation of the agreement made because: a. the shortcoming in the performance of the contract is attributable to the traveler; or b. the shortcoming in the implementation of the agreement could not be foreseen or could not be raised and is attributable to a third party that is not concerned in the supply of the included services in the travel; or c. the shortcoming in the implementation of the agreement is due to an event that the tour operator or the person whose assistance is used in the implementation of the agreement, taking into account all possible care could not foresee or remedy; or d. the shortcoming in the implementation of the agreement due to force majeure as referred to in paragraph 4 of this article.
4. Force majeure means abnormal and unforeseeable circumstances that are independent of the will of the one who is there on invoking and whose consequences could not be avoided despite all precautions.
5. CAPTAIN BARNABA TOURS is responsible for a good performance of the travel agreement. CAPTAIN BARNABA TOURS and the local partners are not liable for:
 - a. damage due to shortcomings in the implementation of the travel contract under circumstances that are attributable to the traveler, including damages resulting from health and physical condition of the passenger, damage as a result of circumstances not attributable to the fault of CAPTAIN BARNABA TOURS, or who, can be accrued under the law or the generally applicable standards not in fairness to CAPTAIN BARNABA TOURS.
 - b. delays and/or damage suffered by changed flight schedules or departure times, acts of war, terrorism, strikes, political conditions, mechanical breakdowns, natural disasters or other causes involving impossible odds, the consequences of which could not reasonably be avoided.
 - c. Theft, loss or damage of property
 - d. The participants in possession prohibited substances and goods of under Tanzania laws or Zanzibari laws.
 - e. Violation of the laws and regulations of the country of travel by the participants.



- f. Errors made by airlines.
- g. Damage for which the travel and/or cancellation insurance coverage.
- h. Participation in expeditions, Adventure Safaris and activities. These are not without danger and therefore at your own risk. CAPTAIN BARNABA TOURS and the agent are not responsible for personal accidents or illnesses as a result of participation in such safaris/activities.
- i. The passenger must always consider the local circumstances, the published day programs.
- 6. The liability of all other damages (for example, travel enjoyment, business interruption loss) will never exceed more than the tour price per traveler. By signing the route plan the traveler states to be aware of the special nature of your chosen destination and to abandon compensation related to loss of travel pleasure/pain and suffering as a result of a not attributable to Safari Adventures/agent such as delays, forced transfers, route changes or changes as referred to in article 17.
- 7. Operational activities:

All activities including guided car safaris, walking safaris, river safaris and other operational activities are carried out under their own responsibility and at your own risk. Therefore CAPTAIN BARNABA TOURS and its employees or partners are not liable for any case and/or personal injury as well as the resulting consequential damages unless there is gross negligence and/or gross negligence on the part of CAPTAIN BARNABA TOURS.

Article 25 Complaint handling

Complaints about the safari tour, accommodation or other activities via CAPTAIN BARNABA TOURS posted travel can be considered only if it is performed on the spot in the presence of the reported tour guide or administrator/owner, so CAPTAIN BARNABA TOURS can do everything that can be done to get the complaint handled on site. If the complaint is not satisfactorily resolved, the complaint must be reported within 24 hours via email at CAPTAIN BARNABA TOURS. If the complaint has still not been satisfactorily resolved, the complaint must be filed in writing and send within two weeks after the expiration of the booked trip at CAPTAIN BARNABA TOURS, accompanied by a letter of complaint with signature of the tour guide. If there is no tour guide, the complaint must be reported to the accommodation provider/administrator/owner. If the complaint is not satisfactorily resolved, please contact directly CAPTAIN BARNABA TOURS.

Article 26 Preferences and essentials

Special requests or details (preferences) that were made known at the time of booking will be met by us whenever possible. However, we give no guarantee since we are dependent on the suppliers of the various travel components. A medical statement also offers no guarantee. Essences are not accepted by us.

Article 27 Aid and assistance

- 1. a. Depending on the circumstances, CAPTAIN BARNABA TOURS is required to provide the traveler with help and assistance, if the tour does not executed in accordance with the expectations that the traveler may have reasonably mentioned in the agreement. The resulting costs shall be borne by the tour operator, if there is default in the performance of the contract in accordance with article 24, paragraph 3.
- b. If the cause is attributable to the passenger, the tour operator is required for the provision of aid and assistance only to the reasonably extent that can be expected of him. In that case, the costs are borne by the traveler.
- 2. If the tour is not executed, in accordance with the expectations that the traveler may have stated reasonably under the agreement, due to circumstances that are attributable neither the passenger nor to the tour operator, to each his own damage. For CAPTAIN BARNABA TOURS consists, among others, of the extra deployment of manpower; for the traveler this consists, among others, of extra accommodation and repatriation costs.

Article 29 Exclusion and limitations Liability CAPTAIN BARNABA TOURS

- a. If a travel service includes a treaty, regulation or law that applies an exclusion or limitation of liability assigned or permitted to the service provider, the liability of CAPTAIN BARNABA TOURS is excluded or limited accordingly.
- b. CAPTAIN BARNABA TOURS shall not be liable if and to the extent that the traveler has been able to claim damage under an insurance policy, as for example a travel and/or cancellation insurance.
- 2. If CAPTAIN BARNABA TOURS is liable to the passenger for loss of any travel pleasure due to bad weather conditions, CAPTAIN BARNABA TOURS may compensate for the loss of travel pleasure, and if not CAPTAIN BARNABA TOURS will not be liable in any circumstances.
- 3. without prejudice to the provisions of the preceding paragraphs of this article, the liability of CAPTAIN BARNABA TOURS is, for other damage than caused by death or injury of the passenger, limited to once the fare.
- 4. Included, in this article. Exclusions and/or limitations of liability of the tour operator shall also apply to employees of CAPTAIN BARNABA TOURS and relevant service providers, as well as their staff, unless is excluded by a treaty, regulation or law.

Article 30 Obligations of the traveler

- 1. The traveler (s) is/are required to comply with all instructions of the tour operator to promote the proper implementation of the trip and is/are liable for damage caused by his/their illicit behaviors, to judge the yardstick of the behavior of a sound traveler. The traveler (s) must adhere to agreements concerning the place and time of travel components. The consequences of failure to comply with these agreements are at the expense of the participant.
- 2. (a). The traveler who or can yield such annoyance or nuisance, that a good implementation of a travel is thereby largely complicated or can be complicated, can be excluded from (continuing) the travel by CAPTAIN BARNABA TOURS; (b) all from one of the situations referred to in paragraph 2 (a) associated costs shall be borne by the traveler.

Article 31 Letter of agreement

The travelers are deemed to have read and understood the above conditions prior to booking. Upon registration, the travelers agree to the conditions listed above.

Article 32 What to do in the event of a dispute?

CAPTAIN BARNABA TOURS has closed legal expenses insurance at JUBILEE. This insurance is in the interests of the company, but also in the interests of the traveler, our customer. At a (threatening) dispute CAPTAIN BARNABA TOURS goes first with you in conversation. If we do not come out together, then the company asks legal assistance of JUBILEE. At first, we look for a solution in consultation with you through mediation (mediation by an independent person). Failing that, or you doubt the independence or impartiality, then you have the right to your own mediator (mediator). The costs incurred by traveler for mediation are for 50% reimbursed by CAPTAIN BARNABA TOURS.

What is mediation?

In mediation you solve together with the other (s) your conflict under the guidance of an independent mediator (mediator). The big difference from legal experts, lawyers and judges is that the mediator has no position, no solutions in mind and no decisions. If you want to do that on your own, the mediator will guide you in doing so. You work and think actively with it and you determine the solution. Because of this, the solution is often better than a solution imposed by, for example, a judge. The mediator chooses no party but remains independent and neutral. At CAPTAIN BARNABA TOURS, quality, duty of care and customer focus is of paramount importance. We trust therefore that there will be no conflicts, so that you will not have to use safety of the legal net. It is our intention that you hold only a fantastic memory of your trip after a safari with us.