

GENERAL TRAVEL AND TRANSPORT TERMS AND CONDITIONS

KEMBE SAFARI B.V.

Version September 2026

For complete trips and safaris, Auto + Chauffeur and additional travel services in Tanzania.

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These General Travel and Transport Terms and Conditions apply to agreements entered into with **Kembe Safari B.V.**, established in the Netherlands, hereinafter: “**Kembe Safari**”.

A. Complete trips and safaris

Combined trips in Tanzania in which various travel services are combined, such as transport, accommodation, safaris, guide services and other tourist services.

B. Auto + Chauffeur

The provision of a safari vehicle with driver for transport and safaris in Tanzania, without Kembe Safari necessarily providing accommodation or a complete trip.

C. Additional travel services

Separate or additional services, such as guides, transfers, park visits and other tourist services.

Which parts of these terms apply is determined by the services actually booked and the applicable law. If the agreement qualifies as a package travel agreement under Dutch law, the mandatory provisions of Title 7A of Book 7 of the Dutch Civil Code also apply.

Kembe Safari is affiliated with **Garantiefonds GGTO** and **Stichting Calamiteitenfonds Reizen**. The applicability and scope of these guarantees are determined by the relevant guarantee schemes.

PART I - GENERAL PROVISIONS

Article 1 - Definitions

Kembe Safari: Kembe Safari B.V., established at Graaf Reinaldweg 22, 4176 LX Tuil, the Netherlands, registered with the Dutch Chamber of Commerce under number 42034414.

Traveller: any natural person entitled under an agreement to use a travel service offered by Kembe Safari.

Main booker: the person who enters into an agreement with Kembe Safari on his or her own behalf and/or on behalf of other travellers.

Travel agreement: any agreement between Kembe Safari and a traveller concerning one or more travel services.

Package: a combination of at least two different types of travel services that qualifies as a package under applicable Dutch law.

Auto + Chauffeur: an agreement under which Kembe Safari provides a safari vehicle with driver for an agreed period and/or route.

Travel price: the total agreed price of the services to be supplied by Kembe Safari, excluding costs clearly stated in advance as payable separately or on an actual-cost basis.

Park fees: entrance, vehicle, concession and other charges imposed by Tanzanian authorities, national parks, conservation areas or other bodies.

Article 2 - Applicability

- 2.1. These terms apply to all offers, quotations, bookings and agreements of Kembe Safari.
- 2.2. The terms are made available to the traveller before or upon conclusion of the agreement.
- 2.3. The booking confirmation, quotation, invoice, agreed itinerary and these terms together form the agreement.
- 2.4. If an individual quotation or booking confirmation expressly deviates from these terms, the specifically agreed provision prevails, insofar as permitted by law.
- 2.5. Mandatory statutory provisions always prevail over these terms.

Article 3 - Package or separate service

- 3.1. Kembe Safari sells both packages and individual travel services.
- 3.2. A booking consisting solely of Auto + Chauffeur is not treated by Kembe Safari as a package if the agreement does not qualify as a package under applicable law.
- 3.3. If other travel services, such as accommodation, are booked in addition to Auto + Chauffeur, the combination may, depending on the circumstances, qualify as a package.
- 3.4. The legal classification of an agreement is ultimately determined by applicable law and not solely by the name given to the product by Kembe Safari or the traveller.
- 3.5. Part II applies to a package in addition to Part I.
- 3.6. Part III applies to Auto + Chauffeur in addition to Part I.

Article 4 - Formation of the agreement

- 4.1. The agreement is concluded after the traveller accepts Kembe Safari's offer and Kembe Safari confirms the booking.
- 4.2. Obvious mistakes, errors and evident pricing errors do not bind Kembe Safari.
- 4.3. The main booker is responsible for providing complete and correct details for all travellers.
- 4.4. The main booker is deemed authorised to act on behalf of all travellers named in the booking.
- 4.5. The main booker ensures that all relevant information, terms and travel documents are provided to the other travellers.

Article 5 - Prices and payment

- 5.1. The agreed price is stated in the quotation, booking confirmation and/or invoice.
- 5.2. Unless otherwise agreed in writing, the deposit is **at least 50%**.
- 5.3. The full outstanding amount must be paid no later than **7 days before the start of the trip or transport service**, unless an earlier date is stated on the invoice.
- 5.4. Kembe Safari may require park fees and other amounts that must be prepaid on behalf of the traveller to be paid in full earlier.
- 5.5. Costs expressly settled on an actual-cost basis are not deemed included in the price agreed in advance.
- 5.6. These may include fuel, additional park fees, extra kilometres or days, additional guide services, additional accommodation, route changes and other extra services requested during the trip.
- 5.7. In the event of late payment, Kembe Safari may terminate the agreement after applying any payment or notice-of-default periods required by law.

Article 6 - GGTO

- 6.1. Kembe Safari is affiliated with **Garantiefonds GGTO**.
- 6.2. If and insofar as the agreement falls within the current GGTO guarantee scheme, the traveller is protected if Kembe Safari is unable to perform covered services as a result of insolvency.
- 6.3. In accordance with the current GGTO guarantee scheme, the guarantee may apply to packages and certain agreements concerning transport or accommodation.
- 6.4. Standalone air transport is not covered by the GGTO guarantee.
- 6.5. The exact coverage, conditions and exclusions are determined exclusively by the GGTO guarantee scheme in force at the time of booking.

Article 7 - Calamiteitenfonds

- 7.1. Kembe Safari is affiliated with **Stichting Calamiteitenfonds Reizen**.
- 7.2. The Calamiteitenfonds guarantee scheme applies only if and insofar as the relevant agreement falls within that scheme.
- 7.3. Subject to the scheme's conditions, protection may exist if a trip cannot be performed, cannot be fully performed or must be changed because of a calamity recognised by the Calamiteitenfonds.
- 7.4. Only the Calamiteitenfonds determines whether a situation qualifies for compensation.
- 7.5. If a particular standalone service is excluded from Calamiteitenfonds coverage, no right to coverage can be derived from these terms.
- 7.6. The traveller must follow instructions issued by Kembe Safari and/or the Calamiteitenfonds in connection with a calamity.

Article 8 - Cancellation by the traveller

- 8.1. Cancellation must be made in writing or electronically.
- 8.2. Unless otherwise agreed or mandatory law provides otherwise, the following cancellation charges apply to the travel price: more than 90 days before departure: 15%; 90 to 61 days: 25%; 60 to 31 days: 50%; 30 to 15 days: 75%; 14 days or less before departure: 100%.
- 8.3. If suppliers apply non-refundable or deviating cancellation conditions, these may apply if they were disclosed to the traveller before or upon booking.
- 8.4. For packages, mandatory statutory cancellation rights also apply.
- 8.5. Kembe Safari strongly recommends cancellation insurance.

Article 9 - Changes requested by the traveller

- 9.1. Requested changes must be communicated as soon as possible.
- 9.2. Kembe Safari will try to accommodate a change but cannot guarantee this.
- 9.3. Actual supplier costs and reasonable administration costs resulting from the change may be charged to the traveller.
- 9.4. A substantial change to dates, route, duration or composition may, where legally permitted, be treated as cancellation and a new booking.

PART II - PACKAGE TRAVEL AND COMPLETE SAFARIS

Article 10 - Applicability of Part II

- 10.1. This Part applies when the agreement qualifies as a package under applicable Dutch law.
- 10.2. Kembe Safari acts as organiser insofar as it is legally regarded as such.
- 10.3. Before conclusion of the package agreement, Kembe Safari provides the information required by law.

Article 11 - Performance of the package

- 11.1. For a package, Kembe Safari is responsible for the performance of the travel services included in the agreement, even where those services are performed by third parties.
- 11.2. The traveller must report any lack of conformity as soon as reasonably possible.
- 11.3. Kembe Safari must be given a reasonable opportunity to remedy the lack of conformity, unless immediate remedy is required or remedy is impossible.
- 11.4. Where required by law, Kembe Safari will offer suitable alternative arrangements if a significant part of the agreed services cannot be provided.

Article 12 - Price changes for packages

- 12.1. After conclusion of a package agreement, Kembe Safari may change the price only to the extent permitted by law.
- 12.2. A price increase may relate to changes in fuel or energy costs, taxes, government charges, park fees or relevant exchange rates, insofar as permitted by law.
- 12.3. A price increase may not be imposed later than 20 days before the start of the package.
- 12.4. If an increase exceeds 8% of the total package price, the traveller has the statutory rights applicable in that situation.
- 12.5. If the relevant costs decrease, the traveller is entitled to a corresponding price reduction insofar as provided by law.

Article 13 - Transfer of a package

- 13.1. The traveller may transfer a package agreement to another person subject to the statutory conditions.
- 13.2. Notice given no later than 7 days before the start of the package is in any event regarded as timely, subject to the law.
- 13.3. The original traveller and the substitute traveller are jointly and severally liable for the outstanding travel price and the actual costs arising from the transfer, insofar as permitted by law.

Article 14 - Unavoidable and extraordinary circumstances

- 14.1. In the event of unavoidable and extraordinary circumstances, the statutory rights and obligations of Kembe Safari and the traveller apply.
- 14.2. Depending on the circumstances, the traveller may have the right to terminate a package without a cancellation fee.
- 14.3. These statutory rights apply independently of whether the Calamiteitenfonds classifies the event as a calamity covered by its guarantee scheme.

Article 15 - Safaris and itinerary

- 15.1. A safari is by nature dependent on local and natural conditions.
- 15.2. Kembe Safari cannot guarantee sightings of particular animals.
- 15.3. Routes, times and the programme may be affected by rainfall, flooding, drought, road conditions, wildlife movements, migration, traffic, park rules, safety considerations and government instructions.
- 15.4. If a planned component cannot reasonably be carried out, Kembe Safari may provide a suitable equivalent alternative, subject to the traveller's statutory rights.

Article 16 - Accommodation

- 16.1. Kembe Safari selects accommodation with due care.
- 16.2. Local classifications and standards may differ from those customary in the Netherlands or elsewhere in Europe.
- 16.3. If agreed accommodation is unavailable, Kembe Safari may provide equivalent or better accommodation where reasonably possible.
- 16.4. If the substitute is of lower quality, the traveller retains any statutory rights.

PART III - AUTO + CHAUFFEUR

Article 17 - Nature of Auto + Chauffeur

- 17.1. Auto + Chauffeur means the provision of a suitable safari vehicle with driver for the agreed period and/or route.
- 17.2. The vehicle is never supplied without a driver.
- 17.3. The driver remains the driver of the vehicle at all times; the traveller is not permitted to drive the vehicle.
- 17.4. Only the services expressly stated in the booking confirmation are included.

Article 18 - Vehicle

- 18.1. Kembe Safari uses safari-suitable Toyota Land Cruisers or comparable vehicles.
- 18.2. Photographs and descriptions are indicative unless a specific vehicle has expressly been agreed.
- 18.3. Kembe Safari may use an equivalent or higher-category replacement vehicle if reasonably necessary due to maintenance, breakdown, accident, damage, availability, safety or operational circumstances.

Article 19 - Driver and safety

- 19.1. The driver is responsible for the safe operation of the vehicle.
- 19.2. The driver determines whether roads, routes, river crossings and terrain can be used safely.
- 19.3. A traveller cannot require the driver to drive in an unsafe or unlawful manner.
- 19.4. Travellers must follow safety instructions from the driver, guide, ranger, police and park authorities.
- 19.5. A request by a traveller never obliges the driver or Kembe Safari to breach laws, park rules or safety requirements.

Article 20 - Price of Auto + Chauffeur

- 20.1. The price is determined by the quotation and booking confirmation.
- 20.2. The price may be agreed per day, trip, route or period.
- 20.3. Fuel is excluded unless expressly stated otherwise and is charged on the basis of actual consumption/costs.
- 20.4. Park fees, entrance fees, ferry charges, tolls, border documents and local charges are included only if the booking confirmation expressly states this.
- 20.5. Additional services and costs requested or incurred outside the agreed scope are charged separately.

Article 21 - Park fees

- 21.1. If park fees, entrance fees, conservation fees, vehicle fees or other Tanzanian park or government charges are due for a trip, safari or Auto + Chauffeur service organised by Kembe Safari, these are **arranged exclusively by Kembe Safari**.
- 21.2. The traveller may not independently book, reserve or pay these fees when they form part of a service performed or coordinated by Kembe Safari, unless Kembe Safari expressly confirms otherwise in writing.
- 21.3. Kembe Safari may charge park fees in advance as an advance payment/deposit.
- 21.4. The final costs are determined by the rates actually charged by the competent Tanzanian authority or organisation.
- 21.5. Any difference between the advance paid and the final park fees will be settled with the traveller.
- 21.6. If agreed, a handling or administration fee for arranging, advancing and administering park fees will be stated separately.
- 21.7. Changes in park fees, taxes and government charges may be passed on to the traveller insofar as legally permitted.
- 21.8. Kembe Safari is not responsible for problems, delays or additional costs caused by a traveller attempting to arrange park fees or permits independently without Kembe Safari's prior written permission.

Article 22 - Route and use of the vehicle

- 22.1. The vehicle may be used only on roads and routes that are reasonably suitable for the vehicle and the agreed service.
- 22.2. The driver may refuse a route that is unlawful, closed, unsafe, unsuitable because of weather or terrain, or outside the agreed use.
- 22.3. Route changes requested by the traveller are subject to availability, time, safety and any additional costs.

Article 23 - Driving and rest times

- 23.1. Safety takes priority over the itinerary.
- 23.2. The driver must be given sufficient opportunity for rest, sleep, meals and personal care.
- 23.3. Kembe Safari does not require a driver to drive for an unsafe length of time.
- 23.4. The itinerary may be adjusted where necessary to ensure safe driving and adequate rest.

Article 24 - Driver costs on multi-day trips

- 24.1. The quotation or booking confirmation states which driver costs are included.
- 24.2. If the driver's accommodation or meals are not included, this will be disclosed in advance.
- 24.3. The traveller is not liable for unexpected driver costs that were not disclosed in advance, unless they arise from a change requested by the traveller or another circumstance attributable to the traveller.

Article 25 - Breakdown and replacement transport

- 25.1. Technical problems can occur despite reasonable maintenance.
- 25.2. In the event of a breakdown or defect, Kembe Safari will make reasonable efforts to arrange repair or suitable replacement transport as soon as reasonably possible.
- 25.3. A replacement vehicle need not be identical but must be reasonably suitable for the agreed service.
- 25.4. The traveller must give Kembe Safari a reasonable opportunity to remedy the problem.
- 25.5. The traveller's mandatory statutory rights remain unaffected.

Article 26 - Damage to the vehicle

- 26.1. Normal wear and tear, technical defects and damage not attributable to the traveller are not for the traveller's account.
- 26.2. If a traveller intentionally or through demonstrably careless conduct causes damage to the vehicle, Kembe Safari may recover the actual loss suffered insofar as legally permitted.
- 26.3. The traveller may not make or arrange alterations or repairs to the vehicle without permission, except where reasonably necessary in an emergency.

Article 27 - Passengers and baggage

- 27.1. The number of passengers may not exceed the permitted capacity of the vehicle.
- 27.2. Kembe Safari may impose reasonable limits on the amount and dimensions of baggage.
- 27.3. Such limits may be necessary because of available luggage space, maximum vehicle weight, safety, comfort and terrain conditions.
- 27.4. For safaris, Kembe Safari recommends soft travel bags rather than large hard-shell suitcases where available space requires this.

Article 28 - Guide

- 28.1. A driver and a professional multilingual safari guide may perform different roles.
- 28.2. If only Auto + Chauffeur is booked, a separate professional guide is included only if expressly agreed.
- 28.3. If an additional guide is booked, the language and costs are stated in the booking confirmation.

Article 29 - National parks and wildlife

- 29.1. Travellers must comply with all park rules.
- 29.2. Wildlife may not be fed, touched, chased or intentionally disturbed.
- 29.3. In wildlife areas, the traveller may leave the vehicle only when the driver, guide or ranger indicates that this is permitted and safe.
- 29.4. Fines or damage directly resulting from an intentional violation by a traveller may be charged to that traveller.

PART IV - PROVISIONS FOR ALL BOOKINGS

Article 30 - Passport, visas and travel documents

- 30.1. The traveller is responsible for having a valid passport, visa and other personally required documents.
- 30.2. Kembe Safari provides the information it is legally required to provide.
- 30.3. The traveller remains responsible for checking requirements that apply specifically to his or her personal situation.

Article 31 - Health

- 31.1. The traveller is responsible for obtaining personal medical advice regarding vaccinations, malaria, medication and health risks.
- 31.2. Kembe Safari does not provide individual medical advice.
- 31.3. Relevant mobility limitations or other special assistance needs must be disclosed in advance so that it can be assessed whether the trip or transport service can be suitably performed.

Article 32 - Insurance

- 32.1. Kembe Safari strongly recommends that every traveller take out adequate travel insurance.
- 32.2. Preferably, this should provide sufficient cover for medical expenses, repatriation, baggage, accidents and safari activities.
- 32.3. Cancellation insurance is also strongly recommended.

Article 33 - Conduct and safety

- 33.1. The traveller must behave in a manner that does not endanger the safety of himself or herself, other travellers, drivers, guides or third parties.
- 33.2. Serious aggression, threats, dangerous conduct or repeated disregard of safety instructions may lead to exclusion from further participation if Kembe Safari cannot reasonably be required to continue the service.
- 33.3. The traveller's statutory rights remain unaffected.

Article 34 - Baggage and personal belongings

- 34.1. The traveller remains responsible for personal belongings such as money, phones, cameras, passports and baggage.
- 34.2. Valuables should not be left unattended in the vehicle.
- 34.3. Kembe Safari's liability for loss, theft or damage is determined by applicable law and any applicable international conventions.

Article 35 - Liability

- 35.1. Kembe Safari's liability is determined by Dutch law and any applicable international conventions.
- 35.2. Packages are subject to the specific liability rules of Title 7A of Book 7 of the Dutch Civil Code.
- 35.3. Where a statutory or treaty-based limitation of liability applies to a service provider performing a service, Kembe Safari may rely on that limitation insofar as legally permitted.
- 35.4. For damage other than personal injury, liability in relation to a package may, insofar as legally permitted, be limited to a maximum of three times the total travel price.
- 35.5. No limitation in these terms applies insofar as it is prohibited by mandatory law.

Article 36 - Complaints during the trip or transport

- 36.1. A problem must be reported as soon as possible to the driver, guide or local representative.
- 36.2. If the problem is not resolved immediately, Kembe Safari must also be contacted.
- 36.3. Kembe Safari must be given a reasonable opportunity to remedy the problem.
- 36.4. Urgent problems must be reported immediately.

Article 37 - Complaints after completion

- 37.1. A problem not resolved to the traveller's satisfaction may be submitted to Kembe Safari in writing after completion.
- 37.2. The traveller is requested to include relevant evidence, photographs and other information.
- 37.3. Kembe Safari will handle complaints within a reasonable period.
- 37.4. Statutory rights and limitation periods remain unaffected.

Article 38 - Privacy

- 38.1. Kembe Safari processes personal data for booking and performance of the agreed services.
- 38.2. For performance, it may be necessary to provide personal data to Tanzanian partners, accommodation providers, carriers, guides, authorities and other service providers.
- 38.3. Kembe Safari's privacy statement applies to this processing.

Article 39 - Local partners

- 39.1. Kembe Safari may use local Tanzanian partners, vehicle owners, drivers, guides, lodges and other service providers for performance of the services.
- 39.2. For a package, the use of local service providers does not affect Kembe Safari's statutory responsibility as organiser.
- 39.3. For individual services, responsibility is determined by the content of the agreement and applicable law.

Article 40 - Flights

- 40.1. International airline tickets form part of the agreement only if expressly stated in the booking confirmation.
- 40.2. If the traveller books his or her own flight, the traveller is responsible for arriving at the agreed starting point on time.
- 40.3. Kembe Safari recommends allowing sufficient time between arrival of an international flight and the start of the safari.

Article 41 - Sustainability, nature and local communities

- 41.1. Kembe Safari expects travellers to respect Tanzania, nature, wildlife and local people.
- 41.2. Waste must not be left in natural areas.
- 41.3. Travellers may not take protected animals, plants or products derived from them where prohibited by law.
- 41.4. Travellers are expected to respect local communities, customs and privacy.

Article 42 - Applicable law and disputes

- 42.1. Agreements with Kembe Safari are governed by **Dutch law**.
- 42.2. The parties will first attempt to resolve a dispute by mutual consultation.
- 42.3. If no solution is reached, the dispute may be submitted to the court having jurisdiction under Dutch law.
- 42.4. A consumer retains any mandatory protection to which he or she is entitled under applicable national or international consumer law.

Article 43 - Final provisions

- 43.1. If a provision is void, voidable or otherwise unenforceable, the remaining provisions remain in force.
- 43.2. To the extent possible, the relevant provision will be replaced by a valid provision that most closely reflects its purpose and intent.
- 43.3. In principle, the version of these terms in force when the agreement was concluded applies to a booking.
- 43.4. These terms may be cited as: **"General Travel and Transport Terms and Conditions Kembe Safari B.V. - September 2026"**.

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Garantiefonds GGTO

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Stichting Calamiteitenfonds Reizen

Kembe Safari B.V. is affiliated with Stichting Calamiteitenfonds Reizen. The guarantee applies only to agreements that qualify for coverage under the current guarantee scheme.

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