# **TERMS & CONDITIONS**

## **OVERVIEW**

LAKE SHORE LODGE & CAMPSITE as a division of Lighthouse Enterprise (TZ) Ltd. is a Tourist Company based in Tanzania, hereafter called "Company". We have set out below our Terms & Conditions for bookings in relation to LAKE SHORE LODGE & CAMPSITE below. These terms and conditions, under the jurisdiction of the laws of the Republic of Tanzania, govern the relationship between the company and you, to the total exclusion of any other Terms & Conditions.

No alterations to the terms and conditions may be made by any of the company's employees, authorised representatives, or agents, unless in writing by an authorised officer of the company. All decisions and matters subject to the company's discretion shall be by an authorised officer of the company.

When a "Confirmed Booking" is made for "Services" with LAKE SHORE LODGE & CAMPSITE (Company Address: PO Box 448, Sumbawanga, Rukwa, Tanzania) herafter called "the Company", "we", "us", "our", "ourselves", by you as an agent ("you", "your" "yourself") on behalf of a Client, on behalf of a Client(s) ("your Client(s), you guarantee that you have the authority to accept, and do accept, on behalf of yourself and on behalf of your Client(s), our Terms & Conditions of the booking.

Our Terms and Conditions include, but are not limited to, any other background documentation, such as General Travel Information, Facts Sheets and/or Addendum(s) to this contract which are provided to you as part of a booking. Any Client(s) who choose to use you as their agent will also be held by these Terms & Conditions and it is your responsibility to ensure that all Clients are made aware of these booking terms and conditions.

"The Services" we provide will be defined as, but not limited to, accommodation, travel, events, entertainment, catering, excursions, or use of any other amenity and/or equipment related to our activities and accommodation and may include services facilitated through suppliers.

A "Confirmed Booking" ("booking") will be defined as a contract for services between you (or on behalf of your client(s) and ourselves in relation to your client(s) booking. A booking will be considered as a "Late Confirmed Booking" where it is confirmed less than 30 days prior to arrival.

A "Client" will be defined as a person or persons who has made a confirmed booking with you for our services.

These Terms & Conditions will form the basis of your contract with us in relation to any services we provide or facilitate on behalf of suppliers. A contract exists between you and us as soon as you have confirmed your booking and we have sent you a confirmed Pro Forma setting out the payment and deposit terms in relation to the confirmed booking. The contract is governed by Tanzanian Law and under the jurisdiction of the Tanzanian courts.

Please ensure you have read these Terms & Conditions and fully understand their content in advance of confirming your client booking with us. If you have any questions in relation to these Terms & Conditions, please contact us via email <a href="mailto:info@lakeshoretz.com">info@lakeshoretz.com</a>.

## **NOTES FOR RATES**

Rates are per room per night and are subject to availability. The room rate includes accommodation and 1% bed night levy only. Meals and activities are charged separately.

Meals for adults include tea, coffee, a 2-course menu for lunch and 3-course dinner. Meals for children are a 2-course menu for lunch and dinner. Laundry service is included in the Chalet rate but not included in the Banda rate.

The rate does not include drinks (other than tea & coffee – please see above). 18% VAT is included on all services except for the 1% bed night levy which is VAT exempt.

## **BOOKING / CONFIRMATION**

LAKE SHORE LODGE & CAMPSITE accepts and confirms bookings by e-mail or in writing only.

Any bookings / provisional reservations made by telephone must be confirmed by the client within 24 hrs in order to make the reservation valid. Cancellation policy (please see below) applies upon confirmation of a booking by e-mail.

Bookings shall be considered confirmed once a deposit of 50% of the invoice amount has been received. Before a deposit is received, we will hold the reservation as pending and will inform you should there be another party wanting to occupy the pending room or rooms. You will then have first right of refusal to either pay the 50% booking fee or release the pending reserved room or rooms. The remaining balance (50% of the invoice amount) must be paid by the time the guests arrive at LAKE SHORE LODGE & CAMPSITE.

## **PAYMENT**

A deposit of 50% is to be received within 10 days of the booking date to fully confirm a booking. Full payment is to be received no later than 30 days prior to arrival. For bookings later than 30 days prior to arrival, payment is due immediately.

In case a tailor made itinerary includes accommodation other than the ones indicated in the standard itineraries and activities, LAKE SHORE LODGE & CAMPSITE reserves the right to amend the payment schedule or to request a deposit payment depending on the terms and conditions of the lodge/camp booked.

LAKE SHORE LODGE & CAMPSITE reserves the right to cancel bookings not paid for according to the above schedule. All deposits and balance payments should be made by TT or direct deposit into our bank account. Payment for extras can be made at Lake Shore Lodge by cash (Tanzanian shillings or US dollars) or with Visa & Mastercard.

## BANK ACCOUNT DETAILS (Dollar Account)

Bank: NBC (National Bank of Commerce), Tanzania

Branch: Sumbawanga

Branch Code: 015-032

Swift Code: NLCBTZTX

**Account Name: Lighthouse Enterprises Limited** 

Account Number: 032105000152

Postal Address for Lighthouse Enterprises: P O Box 448, Sumbawanga, Rukwa, Tanzania

Physical Address for Lighthouse Enterprises: Plot 3, Kipili Village, Lake Tanganyika

Postal Address for NBC Bank: P O Box 140, Sumbawanga, Rukwa, Tanzania

Physical Address for NBC Bank: Mbeya Road, Sumbawanga, Rukwa, Tanzania

## **CANCELLATIONS AND REFUNDS**

Any cancellation of a confirmed reservation (in which we have received a 50% deposit or payment in full) must be in writing and shall be effective upon its acknowledged receipt by a representative of LAKE SHORE LODGE & CAMPSITE. Our cancellation policy is as follows:

- More than 30 days prior to arrival : 0% cancellation fee
- More than 7 days prior to arrival : 50% cancellation fee
- Less than 7 days prior to arrival: 100% cancellation fee

#### **ACCESS**

We cannot be held responsible for road and airstrip conditions, which may at times render access to and from the resort impossible. Any changes made to the initial booking are subject to the conditions and rates, even if caused by weather conditions.

## **RISKS**

The responsibility for medical insurance and medical evacuation lie solely with the guest. LAKE SHORE LODGE & CAMPSITE does not provide medical insurance or medical evacuation. If you or your guests would like to be covered by Flying Doctors (www.flyingdoctorsafrica.org) medical insurance policy, we can arrange this. This policy costs \$15 for a 14 day stay in East Africa or if you or your guests are staying longer there is a policy available for 2-months which costs \$50. On confirmation, the policy documents will be emailed to you with all the 24hour emergency service details, LAKE SHORE LODGE & CAMPSITE will facilitate any designated evacuation and provide communication facilities for the guests to converse with Flying Doctors but will take no responsibility to evacuate guests.

The company and its owners, directors, management and employees shall not be held responsible for any illness, injury or death to persons visiting LAKE SHORE LODGE & CAMPSITE nor for loss or damage to personal property, however they may be caused. The Company draws your attention to the fact that there are certain inherent risks involved in visiting LAKE SHORE LODGE & CAMPSITE and that you and your guests accept them at your or their own risk.

It is the guest's sole responsibility to take all appropriate medical advice prior to departure including whether or not they are fit enough to undertake the trip booked. The Company shall not be responsible for risks arising from circumstances which are out of the control of the Company such as environmental pollutants, radioactive contamination, nuclear waste, the combustion of nuclear fuel, or toxic, explosive or other hazardous properties of any nuclear component of the same or war, invasion, act of foreign enemy, hostilities, civil war, rebellion, government intervention, quarantine, fire, floods.

The Company will not assume any liability whatsoever to persons visiting its facilities for any act or omission of the Company done in good faith or arising from circumstances beyond the reasonable control of the Company.

"Force Majeure" means, in relation to the Company, any circumstances beyond the reasonable control of the Company (including without limitation, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, sickness, quarantine, government intervention, weather conditions or other untoward occurrences). If the Company is affected by Force Majeure it shall forthwith notify you of the nature and extent thereof.

The Company shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of a lost holiday, delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure. If the Company is affected by Force Majeure it shall be entitled to, and may at its sole and absolute discretion, vary or cancel any reservations or arrangements in relation to the visit.

Payment of any refund by the Company to you due to a Force Majeure shall remain at the sole and absolute discretion of the Company. The Company shall use all reasonable endeavours to reimburse you where possible however the Company shall be entitled to deduct from any refund the reasonable actual and potential costs to the Company of the Force Majeure.

## **DISPUTES**

If you have any cause for complaint while travelling, you must immediately bring it to the attention of the Company's local representative or agent who will attempt to resolve the situation. Any outstanding dispute will be settled in the Courts of the United Republic of Tanzania which shall have exclusive jurisdiction thereof.

## CONSENT

The payment of the deposit or any other partial payment for a reservation constitutes consent to all provisions of the conditions and general information contained in the terms and conditions. The terms on which you agree to make the reservations cannot be changed unless amended in writing and signed by an authorised officer of the Company.

#### LIABILITY

LAKE SHORE LODGE & CAMPSITE does not accept any liability for any accident, injury, death, damage or loss of property of clients when partaking in any activities & safaris offered and conducted by LAKE SHORE LODGE & CAMPSITE and/or its agents.