



## **TERMS AND CONDITIONS**

These are the Pita Safaris Terms and Conditions that will apply to your booking. Please read them carefully as you will be bound by them. Any person booking any trip with Pita Safaris is liable under these terms and conditions governed by the laws of the Republic of Kenya. These Terms shall constitute the entire agreement between the Company and the Client relating to the subject matter herein, and shall constitute a binding agreement. There is no verbal or written; representation, warranty, prior agreement, or description of services, other than as expressed herein. The Contract is with Pita Safaris "the Company". By booking a trip, you agree to be bound by these Terms and Conditions that govern the relationship, the cancellation policy and limitations of liability.

### **1. CONTRACT**

All persons wishing to make a booking have carefully read and fully understand the Terms and Conditions that follow. By making a booking with the Company or its Agents, you accept on behalf of yourself and all those named on the booking including minors and persons under a disability to be bound by these Terms and Conditions. A booking is accepted and becomes definite only from the date when the Company sends a confirmation invoice or email. It is at this point that a Contract between the Company and the Client comes into existence. All person(s) named on the booking are hereafter referred to as the "Client" and references to Client shall be to all those so named.

"Carrier" means the owner and/or any charterer and/or manager of the vessel or any other person, to the extent that it acts as a carrier or performing carrier (in accordance with the definition provided in the Athens Convention).

"Conditions of Carriage" means the terms on which any transport is provided by a carrier including any carriage by sea, road, rail or air. The carrier's Conditions of Carriage are available on request and are expressly incorporated into this Contract. The carrier's and the Company's liability for death and or personal injury and/or loss of and/or damage to luggage may be limited by international conventions including the Athens, Warsaw or Montreal Conventions.

"Contract" means the Contract concluded between the Company and the Client relating to the relevant package, bus pass, adventure, multi-day tour, day tour or independent trip which is

evidenced by the issue of the confirmation invoice sent by the Company or its sales agent to the Client.

"Independent Trip" means booking anything included in the Independent and Tailor Made brochure. The service(s) to be provided is/are the tour(s) or service referred to in the booking confirmation.

"Package" means adventure, multi-day or day tour with or without flights and/or any accommodation of over 24 hours and transportation or other tourist services not ancillary to transport or accommodation and accounting for a significant part of the Package.

## **2. BOOKING PROCEDURES**

2.1 A booking of any of the arrangements offered in this brochure or Agents Manuals may be made by you verbally provided it is immediately confirmed in writing or by email, fax or telex ("Booking") (provided always that for the purposes of the payment of the Deposit and/or the Price the time that the Booking shall be deemed to have been effected shall be the time that the PITA organised tour ("Tour") was booked verbally and not the time that it was confirmed in writing)

2.2 A deposit of an amount requested by PITA's duly authorised member of staff or agent at the time of Booking shall be payable immediately upon receipt of your Booking.

2.3 The person who shall make the Booking hereby warrants that he or she is duly authorised to do so and does so on behalf of all of you.

2.4 If a Booking shall be made or brokered through a travel or booking agent ("Agent") such Agent hereby agrees to be bound by these conditions and confirms that it makes any Booking as a fully authorized agent for and on behalf of each member of the party. To the extent that PITA shall incur any loss or damage arising directly or indirectly from the Agent's signing the Booking on behalf of each member of a Tour, the Agent shall immediately indemnify PITA against any such claims, costs, demands and expenses what so ever, where so ever and when so ever made.

2.5 Each of you shall joint and severally indemnify PITA against any claims, costs, demands and expenses what so ever and when so ever made by any of you who may be a minor (that is under age of eighteen years) arising out of or in connection with the Tour.

2.6 An itinerary specifying the details of your Tour, will be sent to the person making the Booking as soon as is reasonably practicable following receipt by PITA of your Booking (the "itinerary").

2.7 If PITA is unable to confirm you on a tour, it will refund you your Deposit in full. However, it is possible that PITA may not be able to confirm you on the precise itinerary stated by PITA in the Itinerary in which event, if PITA proposes (what it considers to be) a reasonably similar alternative to that requested by you prior to the Due Date (as specified below) then it will not refund you the Deposit.

2.8 All prices for tours are calculated on costs prevailing at the date of your Booking although PITA reserves the rights to change such prices without notice up until the Due Date (as defined below).

### **3. MEDICAL CONDITIONS AND SPECIAL REQUIREMENTS**

The Client must notify the Company in writing during the process of booking of any medical conditions, pregnancy, disability or any other mental and or physical condition which may affect fitness to travel and or any medical condition. Failure to notify the Company may result in the Client being refused travel. Failure to notify the Company of any such condition that may result in the cancellation of a Package will result in the complete loss of all fees paid for the package with no refunds. Some trips may be unsuitable for Clients due to age, mobility, disability, pregnancy, physical or mental conditions. It is the Client's responsibility to consult a licensed physician prior to booking. The Company may refuse to carry pregnant women over 24 weeks or Clients with certain conditions. The Company is not required to provide any special facilities unless it has agreed to do so in writing. The Company will do its best to meet Clients' special requests including dietary requirements, but such requests do not form part of the Contract and therefore the Company is not liable for not providing or complying with these requests. Medical facilities vary from country to country and the Company makes no representations and gives no warranties in relation to the standard of such treatment. Travelling with Children: Clients aged 18 at date of first travel are considered adults. An adult over the age of 18 must accompany every 2 children under the age of 18. The ratio of adults to children travelling together must be one adult per two children and two adults per four children (17 and under). The minimum age for Clients travelling on tours is 12 (for Family designated tours, the minimum age is 5). All enquiries with respect to children are subject to review and approval by the Company that reserves the right to restrict the number of travellers under the age of 18 on tours. If the adult accompanying the child is not the child's parent or the parents are divorced, then a "Parental Consent Guardianship Form" must be signed (or other documents provided as requested by the Company) by the parent or legal guardian and received by the Company prior to departure.

### **4. TRAVEL DOCUMENTS**

**Valid Passport:** The Client must be in possession of a valid passport required for entry, departure and travel through each destination point along the itinerary of the tour, (passport must be valid 6 months past the return date), all visas, permits and certificates including vaccination certificates, insurance policies, required for the whole of the journey. The Client accepts full responsibility for obtaining all such documents, visas and permits prior to the start of the tour, and is solely responsible for any adverse consequences resulting from missing or defective documentation. Any information or advice given by the Company regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client, and the Company is not responsible for any errors or omissions as to the information provided by third parties such as the appropriate governmental authorities.

**Documents:** To expedite the issuing of Pita Safaris travel documents please note that all tour related travel documents such as vouchers, itineraries and invoices will be sent via email once full payment has been received by the Company. The Company reserves the right to impose an Administration Fee on those Clients who wish to receive their travel documents by other means.

**Trip Details:** It is the Clients responsibility to visit the website or contact our Operations Team at least 72 hours prior to departure to ensure that the most current Trip Details are in their possession as minor changes may have been made since the tour documents were originally provided by the Company.

**Visas:** It is the Client's responsibility to check Visa requirements for each country of travel according to their nationality. The Visa requirements may change at any moment without prior notice and the Company is not responsible for informing the client about this.

## **5. CUSTOMS, ENTRY AND EXIT REGULATIONS**

Generally, personal effects such as Cameras, laptop computers and film may be imported temporarily free of duty. However, a customs bond may be required for professional video equipment, sound recording instruments, radio communication equipment, musical instruments and souvenirs from other countries. This is to ensure that goods can be re-exported. Firearms need a special permit, which must be obtained well in advance. Excess baggage is strictly monitored by all airlines and charges for excess weight can be very high. Expect customs officials to inspect baggage on arrival and departure.

## **6. CURRENCY AND PAYMENT PREFERENCE**

6.1 The total cost of the Tour as specified in the Itinerary (the “Price”) shall be paid so as to be received in cleared funds by PITA not later than 60 days before the date of such Tour (the “Due Date”) except when the date of your Booking is less than 60 days before the departure of your Tour, in which event full payment shall be due immediately upon receipt of PITA’s invoice. Availability of the Tour is dependent upon your having paid the Price in accordance with this condition.

6.2 In the event that the Price shall not have been received by the Due Date, PITA reserves the right to cancel the Tour or as a condition of providing the Tour to recost the Itinerary (including imposing a surcharge in respect of our additional costs).

6.3 Provided that the Price shall have been paid by the Due Date PITA shall be bound unconditionally to the Price quoted from that time unless the Price shall be affected by any factor beyond the control of PITA which frustrates this Agreement in which case PITA reserves the right to adjust the Price accordingly.

6.4 All prices are quoted in US\$ Dollars. We prefer payments by Wire Transfers through the bank, which are subject to bank charges at the prevailing/current rate.

6.5 **Bank transfers** – All bank charges to be borne at your end.

## **7. CANCELLATION/ALTERATIONS**

7.1 If you wish to cancel or alter your Booking you must do so in writing in which event the following fees or percentages will be charged, calculated with reference to the date of receipt of notification in writing, or fax or telex by PITA. If such Booking shall be cancelled or (in the

opinion of PITA) be altered materially by you PITA reserves the right to charge the following cancellation fees:

7.1.1 within the period of 120 to 61 days of the date of the commencement of the Tour, a fee of 10% of the total land arrangements;

7.1.2 within the period of 60 to 46 days of the date of commencement of the Tour, a fee of 25% of the total land arrangements;

7.1.3 within the period of 45 to 31 days of the date of commencement of the Tour, a fee of 50% of total land arrangements;

7.1.4 within the period of 30 days up to the date of commencement of the Tour, a fee of 100% of the Price.

7.2 Your Deposit and any other payments on account will be applied against your liability under sub-clause 3.1, otherwise towards the part payment of the Price if for any reason it had not been paid in full by the Due Date.

7.3 In respect of the balance of the Deposit and other payments on account not retained by PITA pursuant to the preceding two sub-clauses, PITA will refund such amount to you less:

7.3.1 any charges that have been made for reservations which have already been contacted, any cancellation fees imposed by hotels, lodges or transporters and for any other expenses which PITA may have incurred.

7.4 In relation to any request by you to alter your Tour after it has commenced, whilst PITA will use its reasonable endeavours to implement such request, you will be liable for any cancellation or additional charges that may be levied for the Tour originally booked.

7.5 PITA reserves the right at anytime and without incurring any liability whatsoever or howsoever to make changes to your Tour arrangements (including flights, accommodation, transport or services), to offer substitute facilities (in PITA's view) of equal value and reputation, or to cancel any scheduled tour. If PITA shall cancel the Tour it shall make a full refund except in respect of any cancellation caused by war or threat of war, insurrection, riots, strikes, civil actions, decisions by governments or governing authority, natural disaster, bad weather, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers or other similar circumstances beyond PITA's control.

## **8. SECURITY**

Visitors to the region should take the same care as they would normally take, whilst visiting any destination worldwide. By keeping vigilant, visitors can reduce the risk of anything-untoward happening. We do advise our clients not to take expensive jewellery on holiday with them and to watch handbags, wallets and cameras when walking in crowded places. Walking at night in unlit areas is not advisable. We strongly recommend that all our visitors utilize safety deposit boxes when and where they are available, for own peace of mind.

## **9. SUPPLEMENTS**

Supplemental charges will be applied to all safari tours operating between 16 December and 03rd January each year as well as over the Easter Weekend.

## **10. PRIVACY POLICY**

Pita Safaris recognize that many of our travelers may wish to take their safari or enjoy their beach resort in an atmosphere of complete privacy and anonymity. If you require special privacy arrangements, please advise us well in advance. We do assure you that the appropriate privacy protection will be put in place to protect your personal information.

## **11. VALIDITY**

The prices in this website and brochure are based on rates and costs in effect at the time of posting to the website or printing the brochure. The Company reserves the right to alter prices at any time prior to tour been paid in full. All dates, itineraries and prices are indicative only.

## **12. FLEXIBILITY**

Pita Safaris may alter its timetable(s), inclusive of those impacted by other Operators' products and relating to all services provided for in this ticket without notice. The Client appreciates and acknowledges that the nature of this type of travel requires considerable flexibility and should allow for alternatives. The itinerary provided for each trip is merely representative of the types of activities contemplated, and Pita Safaris is under no contractual obligation to strictly follow it. It is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events, which may include sickness or mechanical breakdown, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, high season, climate and other unpredictable or unforeseeable circumstances.

## **13. AIRFARE**

All tours do not include international airfare or any other flights unless mentioned in the inclusions.

The company will quote the best price available at the time of quoting for the travel dates requested. Quotes provide an indicative price only, and represent no price commitment by the Company.

Price changes: Until the tickets are issued, the Company reserves the right to change prices in the event of any price increase for any reason including, but not limited to, airfares wrongfully quoted due to system error, the price of fuel and/or currency fluctuations or government taxes or levies, or any other reasonable cause.

Full payment: Full payment must be received by the Company to guarantee the reservation at quoted price. A guarantee of payment by the Client is an acceptance of the travel arrangements as requested at the total price quoted. Cancellation fees will apply if the Client subsequently decides to cancel after ticket has been issued.

Changes & cancellations: Unless otherwise stated, airline tickets are 100% non-changeable & non-refundable once tickets have been issued. Changes made prior to ticket issuance may be applied at the Companies discretion, and will also have Administrative Fees applied.

Flight re-confirmation: The Company strongly recommends flight times and numbers be verified or re-confirmed at least 72 hours prior to departure. The Company is not responsible for any change to airline schedules or flight numbers after tickets have been issued.

Airline tickets: Once issued, all airline tickets are non-transferable and valid only for the dates and routing shown. If an airline ticket is lost, the client is responsible for the full cost of a new ticket and any changes that may occur in replacement.

Airline, airport or weather delays: The Company will not be held responsible for any additional expenses or loss that may arise from airline, airport or weather delays. The Company will not reimburse for any additional expenses incurred by the Client as a result. The company will not refund any unused portion of air tickets purchased in the event of such delays due to conditions beyond its control.

#### **14. ACCEPTANCE OF RISK**

The Client acknowledges that the nature of the tour is adventurous and may involve a significant amount of personal risk. The Client hereby assumes all such risk and does hereby release the Company from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks. Prior to tour commencement, the Client may be asked to sign a participation form, with the following wording:

"I understand travelling with PITA SAFARIS may involve risks (and rewards) above and beyond those encountered on a conventional holiday, and that I am undertaking an adventure trip with inherent dangers. I understand I am travelling to geographical areas where, amongst other things, the standard of accommodation, transport, safety, hygiene, cleanliness, medical facilities, telecommunications and infrastructure development may not be of the standard I am used to at home or would find on conventional holiday. I have read and understood the PITA SAFARIS dossier for this trip I am undertaking and have provided details of any preexisting medical conditions I may have to PITA SAFARIS representatives. I accept these risks and obligations and I fully assume the risks of travel.

Please find the official Release Form by clicking on the following link: [RELEASE FORM](http://www.pitasafaris.com/ReleaseForm)  
(<http://www.pitasafaris.com/ReleaseForm>)

Optional Activities: I understand during my trip there may be opportunities to undertake activities which do not form part of the itinerary. I understand PITA SAFARIS makes no representations about the safety or quality of the activity, or the standard of the independent operator running it. I also understand PITA SAFARIS is in no way responsible for my safety should I elect to enter into such optional activities. With full knowledge of the above, I may still elect to partake in the activity, and if I do so, I assume full responsibility for any risks involved, and the waiver and release of the Releases set out in the foregoing paragraph shall apply to such optional activities."

Hotels, shuttle services or other elements of a Package will be arranged by the Company with local suppliers, who may themselves engage the services of local operators and/or sub-contractors. Standards of hygiene, accommodation and transport in some countries where excursions take place are often lower than comparable standards than what the Client may reasonably expect at home. The Company will at all times endeavor to appoint reputable and competent local suppliers. The terms and conditions of the suppliers will be applicable and are expressly incorporated into the Contract. These may limit or exclude liability of the supplier. The liability of the Company will not exceed that of any supplier. Local laws and regulations of the relevant country will be relevant in assessing performance of the services of any supplier. In the event of a complaint by a Client, this Contract will be regarded as having been performed if local laws and regulations relating to those services have been satisfied, even if the laws of the Republic of Kenya have not been met.

## **15. WHAT THE PRICE INCLUDES**

15.1 The tour cost includes all details as listed within this tariff:

15.1.1 Transportation by road – Individual seats in safari vehicles as indicated in the Itinerary;

15.1.2 Transportation by Air - Based upon scheduled internal air services and all known costs. Services in single or multi engine aircraft, inclusive of domestic airport departure taxes and service charges.

15.1.3 Accommodation - in first class game lodges, tented camps and private homesteads.

15.1.4 Meals - on a full board basis (breakfast, lunch & dinner as specified in the Itinerary) whilst on safari each day, except in main towns where the meal plan is specified in the tour outline;

15.1.4 government hotel taxes;

15.1.5 hotel service charges;

15.1.6 sight-seeing, game drives and bird walks as specified in the Itinerary

15.1.7 the cost of all charter flights indicated in the Itinerary and any scheduled flight indicated in the Itinerary as being included.

15.1.8 Driver/Guides - Services of qualified and caring English speaking driver/guides, some of whom speak other European languages.

15.1.9 Taxes and Fees - All government taxes, hotel levies and service charges.

15.1.10 Entrance fees to parks, reserves and museums.

15.2 The Price does not include:



15.2.1 visa fees and international and domestic airport taxes (unless indicated otherwise in the Itinerary, Porterage, gratuities to driver/guides, game rangers and local guides, incidental tips to Hotel/lodge, bar and waiting staff (other than service charges specified in sub-clause 15.1.5 above), beverages, laundry and other items of a personal nature such as laundry, drinks and any optional excursions not indicated for in your itinerary, any communications cost (such as telephone calls or fax transmissions);

15.2.2 any supplementary charges imposed by hotels/lodges;

15.2.3 any Park (or other) entry fees except where these are specifically quoted in the Itinerary.

## **16. ACCOMMODATION**

16.1 Without any acceptance of liability for failure to do so, PITA shall endeavour to book rooms for you with private baths on the basis of two persons sharing a double room. Single rooms shall be available at a supplementary price. However PITA does not guarantee the availability of either a private bathroom or a single bedroom, even when a private bathroom or single bedroom had been specifically requested by you.

16.2 Whilst PITA will use its best endeavours to ensure that you stay in the hotel, lodge or camp of your choice, it reserves the right to alter the identity of your destination provided that it shall reserve rooms for you in hotels/lodges/camp which, in its view, are of similar value and standing. PITA accepts no responsibility or liability in the event that it has offered the services of an establishment of similar price and standing which have been declined by you.

## **17. TRANSPORTATION AND GUIDES**

17.1 PITA shall provide such aircraft, safari minibuses, safari cruisers, cars, four-wheel drive vehicles or coaches as it considers necessary to transport you, based on considerations such as the route to be taken, the condition of the roads and the number of clients on the proposed journey. PITA reserves the right to alter any such arrangements made, including the proposed route to be taken.

17.2 PITA reserves the right to employ the services of sub-contractors to effect your transportation.

17.3 PITA shall provide the services of a driver-guide.

## **18. AUTHORITY ON TOUR**

At all times the decision of the Company's tour leader or representative will be final on all matters likely to endanger the safety and well-being of the tour. By booking with the Company, the Client agrees to abide by the authority of the tour leader or Company representative. The Client must at all times strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited. If the Client is affected by any condition, medical or otherwise, that might affect other people's enjoyment of the tour, the Client must advise PITA SAFARIS at the time of booking. Should the Client fail to comply with the above or commit any illegal act when on the tour or, if in the opinion of the tour leader, the Client's behavior is causing

or is likely to cause danger, distress or annoyance to others the Company may terminate that Client's travel arrangements without any liability on the Company's part and the Client will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the travel arrangements.

## **19. GUARANTEED DEPARTURES**

The Company guarantees selected departures at their discretion. The departure shall become guaranteed once there is one Client confirmed upon it. This guarantee of departure is still subject to force majeure situations, and the Company reserves the right to remove the guaranteed designation at anytime due to circumstances beyond reasonable control. The Company will not be held accountable for any indirect cost resulting to the client for this action.

## **20. FACTORS OUTSIDE THE COMPANY'S CONTROL (FORCE MAJEURE)**

"Force Majeure " means, in relation to the company, any circumstances beyond the control of the company (including and without limitation, acts of God, explosions, floods, tempests, fires, accidents, war or threat of war, sabotage, insurrection, civil disturbance or requisition, sickness, quarantine, government intervention, weather conditions or other outwards occurrences)

The Company shall not be liable in any way to the Client for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for the Company's failure to commence, perform and/ or complete any duty owed to the Client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, how so ever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of the Company the consequences of which could not have been avoided even if all due care had been exercised; or an event which the Company or the supplier of services, even with all due care, could not foresee.

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 items and conditions or otherwise be liable to you, by reason of 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 cancel any reservation or arrangement in relation to the visits. Payment of any refund by the company to you as result of the non-performance of any company shall use its reasonable endeavors to reimburse you where possible. However, the company shall be entitled to deduct from any refund recoverable to the reasonable actual and potential costs to the company of the force majeure.

## **21. PITA'S RIGHT OF REFUSAL**

21.1 PITA reserves the right to:

21.1.1 refuse any Booking from persons whom it considers unsuitable for the type of travel to be undertaken;

21.1.2 decline to accept or retain you as a member of any Tour at any time.

21.2 If PITA exercises its right under sub-clause

21.1.2 in circumstances in which you shall not have been in fault, then PITA may refund you an amount it considers equitable taking into account all of the circumstances.

## **22. YOUR RESPONSIBILITIES**

22.1 You shall ensure that you have obtained adequate insurance cover against personal accident, medical expenses and loss of your baggage.

22.2 You shall ensure that all your travel documents, full passports, visas, vaccination certificates, currency and travelers' cheques are in order and that the name that appears on your airline ticket (if relevant) shall be the name that appears on your passport, and that you reconfirm all your international flight departures at least 72 hours prior to departure, unless PITA shall have agreed by prior arrangement to reconfirm on your behalf.

22.3 You shall be responsible for informing PITA when the Booking is made of any requests for special diets or facilities for the disabled or for any other special needs. Whilst every effort will be made to meet such requests, PITA does not guarantee that such requests will be met.

22.4 You shall inform PITA when you make the Booking of any medical condition or disability, which may materially affect your ability to enjoy or suitability for the Tour.

## **23. PITA RESPONSIBILITIES**

23.1 Except where PITA shall transport you in its own vehicles, PITA and its agents act only as your agent in all matters relating to your transportation or the provision of any other services to you regardless of whether you are transported by aircraft, rail, road, motor-coach, ship, boat or any other means.

23.2 PITA shall not be liable for any injury, delay, loss or damage howsoever arising from your transportation, accommodation or from any other services provided to you or from any act or omission of any person (or their sub-contractors agents or employees whether acting within the scope of their contractual obligations agency or employment or not) who shall provide any such service other than for death, injury or illness caused by the negligent acts and/or omissions of PITA or its employees and agents (other than air and sea carrier agents performing any domestic, internal or international carriage of any kind) whilst acting within the scope, or in the course, of their employment. The amount of damages PITA shall pay to you under this clause shall be such damages as might have been claimed irrespective of death, injury or illness caused by the negligence of PITA, its employees or agents as aforesaid as accepted under the laws of the country in which the event giving rise to the loss took place.

23.3 In respect of any other loss not specifically referred to in this clause you, your property and baggage travel entirely at your risk.

23.4 You will keep PITA indemnified against any claims except as provided for in this condition.

## **24. UNUSED SERVICES**

There will be no discounts or monies refunded for missed or unused services, this includes voluntary or involuntary termination/departure from tour, i.e. sickness, death of a family member etc, late arrival on the tour, or premature departure either voluntarily or involuntarily.

## **25. ILLEGAL SUBSTANCES**

Pita Safaris does not allow Clients to carry any type of illegal drug on any of our trips. If the federal police checks and finds illegal drugs in a Client's bag or on his/her person, Pita Safaris will not be held liable. The Client will be held liable and assume full responsibility for the consequences of carrying illegal drugs in a foreign country.

## **26. DISCOUNTS AND PROMOTIONS**

All discounts and reduced pricing are applied at the Company's discretion.

## **27. OPTIONAL EXTRAS**

Optional extras do not form part of the tour or contract. It is understood and accepted by the Client that any assistance given by the tour leader or representative in arranging optional extras does not render the Company liable for optional extras. Accordingly, the Client hereby releases the Company from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to the quality of such products. Amongst others, optional extras include rafting, horseback riding, sightseeing flights and other extras that are not included in the tour price.

## **28. LIABILITY**

The Company is not responsible for any improper or non-performance of any services forming part of the Contract which are wholly attributable to the fault of the passenger, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Contract; unusual and unforeseeable circumstances beyond the control of the Company and/or the relevant supplier, the consequences of which could not have been avoided even if all due care had been exercised including (but not limited to) an event of force majeure; or any event which the Company and/or the relevant supplier could not even with all due care have foreseen or forestalled.

In the event that the Company is responsible for any death, injury or illness caused by the negligent acts and/or omissions of its suppliers of services which form part of the Contract then the Company limits its liability, where applicable by the International Conventions.

## **29. SEVERABILITY**

In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this Agreement or amended accordingly only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.

### **30. SUCCESSORS AND ASSIGNS**

These Terms and Conditions shall inure to the benefit of and be binding upon PITA SAFARIS and the Client and their respective heirs, legal personal representatives, successors and assigns.

### **31. ERRORS AND OMISSIONS**

Although PITA SAFARIS has made a concerted attempt to verify the accuracy of statements made herein and PITA SAFARIS cannot be held responsible for any error, omission or unintentional misrepresentation that may appear on this website and on the brochure.

### **32. TERM PITA SAFARIS**

In this agreement the term "PITA SAFARIS" includes PITA SAFARIS, its servants, agents and subcontractors.

The objective of travelling with PITA SAFARIS is to try with our best effort to bring you into peace of mind and enable you to learn about yourself and the world around you; through our impeccable services and service quality.

### **33. IMAGES, VIDEOS AND MARKETING**

The Client agrees that during the tour images, photos or videos may be taken by other travellers and/or the Company Staff that may contain the Client in part or in whole. The Client agrees that these images may be reproduced by the Company and the Client grants perpetual, royalty-free, worldwide, irrevocable license to reproduce such images, photos or video in any medium for promotion and publicity purposes.

### **34. UPDATING OF TERMS AND CONDITIONS**

The Company reserves the right to update and/or alter these terms and conditions at anytime, and it is the Clients responsibility to be familiar with them. The latest terms and conditions may be found on the Company website [www.pitasafaris.com](http://www.pitasafaris.com)

### **35. GENERAL INFORMATION**

All Pita Safaris tours are based upon hotel, lodge or tented camp accommodation and as such do not require any level of strenuous effort. This said, East Africa is, for the most part, a developing region. It is therefore important to understand and accept that even the most meticulously planned safari or travel arrangements can go wrong and that conditions can dictate that there may be moments of discomfort and delay to your journey. Clients booking any of the arrangements in our tariff, implicitly accept the above and make any such booking subject to the booking conditions and general information within this tariff. It is our policy to constantly review the

services of the handling agents, hotels, lodges and camps we use. We cannot however, be held responsible for the results of delays and alterations, other than in these circumstances outlined within our booking conditions.

### **36. JURISDICTION**

All matters concerning these conditions shall be subject to the laws of the Republic of Kenya. You submit to the exclusive jurisdiction of the courts of Kenya which shall be the sole forum for the hearing of any claims other than those which shall be referred to arbitration pursuant to clause 11.

### **37. ARBITRATION**

A dispute or difference between us relating to the validity, construction or performance of this agreement shall be referred to an Arbitrator to be appointed (in default of agreement between us) within 21 days of notification of such dispute by one of us to the other by the Chairman for the time being of the Chartered Institute of Arbitrators, Kenya Branch, upon the application of either of us. Such arbitration shall be at a venue in Nairobi in accordance with the Arbitration Act (Cap.49).

## **TRIP NOTES - TREKKING**

These notes contain important information. We advise you to read them and to have a copy available to you throughout your trip. You should also read our full terms and conditions available on our website. Which over-ride the information below in the event of inconsistency.

### **Age limit**

The lower age limit for climbing Kilimanjaro is 10. There is no upper age limit, but climbers of any age should be satisfied of their health, fitness and ability.

### **How hard is it?**

An ascent to the summit of Kilimanjaro is an incredible experience, but although the climb is not technical and requires no special mountaineering knowledge, it is certainly not to be taken lightly. At over 19,340 feet (5895 metres) it is Africa's highest mountain and it is no 'walk in the park. Altitude sickness can prevent even the fit and well-prepared climber from getting to the summit. Having said that, the lack of any requirement for technical mountaineering experience means that anyone has at least the possibility of reaching the summit. Climbers aged over 80 have conquered Kilimanjaro in the past!

### **Personal Fitness**

The fitter you are, the better chance you have of reaching the summit and the more comfortable the climb will be for you. Our success-rate is very high (98%), but you should spend the weeks and months before your climb in improving your strength and stamina, as both of these are

important on the mountain. If you are considering Climbing Africa's highest mountain, it probably means that you are already active, perhaps playing sport or incorporating physical activity into your everyday life. If you are not an active person, you need to prepare yourself in advance - and very seriously - for your Kilimanjaro climb. A fit body, flexible joints, toned muscles and Healthy lungs are what you should aim for. If you're not used to long-distance walking, then a few long walks can really help your preparation: if you can walk for two or more consecutive days, then that will help you realize that this is very different to a couple of hours' gentle weekend stroll. It also helps to get you used to your equipment (boots, socks, daypack etc) that you are bringing with you. Whether you are already fit or not, we would recommend starting to prepare yourself 3 or 4 months in advance, concentrating on: be encountered, you follow the advice given below.

Building lung efficiency through jogging, running or cycling Building strength, especially in your leg muscles and Reducing body fat and generally toning yourself Health and inoculations Although no inoculations are compulsory for a visit to Tanzania, the following jabs are recommended: hepatitis A', typhoid, tetanus, polio, rabies and meningitis. It is the responsibility of each traveler to ensure that any inoculations they wish to have are up-to-date and we advise people to look at their inoculation records and take the necessary action a few months in advance. Your doctor or travel clinic should be consulted. Note that, for anyone arriving from a yellow-fever area, possession of the appropriate vaccination certificate is compulsory.

### **Stomach problems**

Changing countries often means changing diet and this in itself can be the cause of diarrhea and vomiting. Such symptoms often cause visitors to believe that they have contracted food poisoning, but this is not necessarily the case: the stomach is just getting used to being confronted with different and unfamiliar foods. Within your first aid kit (see below), it is certainly worth bringing your favored treatment against diarrhea to help speed recovery. If you do encounter stomach problems, then keeping hydrated is a big part of the recovery process. Drink water, and lots of it.

### **Sunburn and eye-care**

Carrying a hat (and wearing it!) and using a high-factor sun tan lotion to protect against harmful rays are both essential on your Kilimanjaro climb. Don't be fooled by photos of the snow-clad mountain peak, as you will cross a number of diverse terrains and experience a range of climatic conditions on your ascent and descent. You need to be prepared for varying temperatures, remembering that you can get sunburn even when the temperature is relatively modest. Sometimes forgotten by visitors is the requirement to protect the back of the neck: bear this in mind when choosing your type of hat. Backs of hands, ears, noses and lips are other neglected areas, so use that sun tan lotion wisely. A good pair of decent-quality, protective sunglasses is another essential. The glare on the mountain can be powerful and though snow blindness is unlikely on Kilimanjaro, vision can be temporarily affected by the sun if sunglasses are not worn.

### **Breathing**

Breathing: it's something which we do all the time, but we should never take it for granted, especially when we are at altitude. Slow, deep breathing is very important when climbing and it is advisable to get into a rhythm right from the start of your Kilimanjaro climb. Taking in enough oxygen is essential to power us up the mountain. At the higher altitudes, the speed of breathing has to be increased. Your mountain-guide will advise on this. Correct breathing avoids the build-up of lactic acid and the inevitable cramping that follows. Lack of oxygen can lead to hypoxia, a

loss of certain functions and even hypothermia. Correct, deep breathing needs concentration. It is important to push the stomach out and breathe through the mouth, filling the lungs. (De-ate the stomach again when exhaling). Concentrate, too, on raising the diaphragm while inhaling - this too is part of a correct breathing technique. Maintaining your correct breathing - without interruption - is very important, too: holding your breath (perhaps when you are scrambling over rocks and feeling a bit anxious) is not a good idea. On the night ascent to the summit, it is advisable to cover your mouth and nose with a light bandana. This will avoid breathing in the cold air which can be damaging.

### **First aid kit**

All of our mountain guides are trained in first-aid and hold appropriate certificates, but we would strongly advise all of our visitors to take first-aid kit with them. As well as any prescription and anti-malarial drugs that you are already taking, you should pack the following:

Blister plasters. Absolutely essential. Ordinary plasters and an antiseptic cream, for any little cuts and nicks

A couple of bandages, in case of ankle strains etc.

Supports for knees and/or ankles, if you have weaknesses in these joints

Paracetamol/Ibuprofen. You should have these (or other painkillers).

Imodium for any stomach problems.

Rehydrating powders, which are valuable in the event of diarrhoea.

A good-quality lip salve/chap-stick.

A small tub of Vaseline to alleviate chafing.

Throat lozenges to combat the dry air conditions.

### **Anti-fungal cream for the feet**

Carrying any liquids or ointments in separate plastic bags is advisable, to prevent against leaks.

### **Hydration**

Taking on sufficient water is always a necessity, but becomes even more important in the climatic conditions experienced on Mount Kilimanjaro. Whether you're on the high, dry part of the mountain or in the heat and humidity of the lower slopes, a regular and high fluid intake is essential for both your health and safety. We recommend a daily fluid intake of 4 to 5 litres, most of which should be water. Fruit juices are also recommended, but note that consumption of excessive coffee on Kilimanjaro is not a good idea. 'Drink before you get thirsty' is a good motto to observe. You should be carrying bottles/containers sufficient to hold at least three litres and water purifier tablets. Note that using (and removing) layers of clothing means that you can easily control your body temperature and thus the amount you sweat, another important way of fluid retention.

### **Purified water**



On the lower slopes, water is available from streams and can be used safely. Our guides will ensure that you have enough water in your bottles or camel-pack. If you wish to have your water purified, you should bring your own tablets and ask your guide, who will be happy to purify the water for you. On the Marangu Route, water and sodas can be purchased, though this is more expensive than the same products purchased elsewhere in Tanzania.

### **Altitude sickness**

Also less commonly known as Acute Mountain Sickness ('AMS'), this is commonly misunderstood as being a 'lack of oxygen' experienced at altitude. In fact, AMS is caused by a lack of air pressure at altitude, which means that each breath you take results in an intake of less air - and, of course, oxygen - which is essential to the function of all the body's organs. Whether or not you understand the causes of AMS or not, the important thing is to recognize the symptoms and realise that AMS can be dangerous and potentially fatal. Happily, although most Kilimanjaro climbers experience a level of discomfort caused by the effects of altitude, for many this will be fairly mild and can be addressed through rest and if necessary, descent. AMS is not a disease or illness, simply the result of the body not adapting quickly enough to the changing conditions produced by the increase in altitude. Given a bit of time, the body can usually adapt and the ascent of the mountain can continue. AMS in its least severe form will show itself as a headache, often a very bad headache but one which can be treated in many cases with a normal headache remedy (so, include these in your first aid kit). If the headache does not diminish, or if the sufferer also experiences vomiting and complete breathlessness during periods of inactivity, this can mean that the AMS has 'progressed' to something more severe, demanding that the sufferer rests until a complete recovery has taken place. (Unfortunately, it is not possible to alter the schedule once you are on the mountain, so if you feel you might want an extra day to acclimatize, then you will have to ask for this at the time you organize your trip. Additionally, should it be necessary for one of our guests to descend due to AMS, then they will be responsible for any costs of the transfer back to the hotel and extra hotel nights. We cannot refund anything for nights missed on the mountain.) Further symptoms can mean that AMS in its most severe form is being experienced and that an immediate descent is required. Symptoms to look out for are a decrease in mental ability, difficulties with staying awake, balance, co-ordination or speech. Greatly increased heartbeat, blueness in the face, persistent coughing or noises in the lungs can also indicate severe AMS. The possibility of suffering from AMS can always be reduced by taking longer over your trek and thus giving the body more time to adapt to the increase in altitude and consequent decrease in air pressure/air intake. You can also help reduce the chances of AMS by walking slowly, keeping hydrated and eating properly during your climb. The golden rule with AMS is to immediately keep your mountain guide fully informed of any symptoms experienced, and their development.

### **Travel Insurance**

All travelers taking trips with us must have valid travel insurance, without exception, and no-one will be permitted to join any of our trips until we have had sight of your insurance certificate and taken note of the details. Please ensure that all members of your party are covered by insurance and that it includes medical cover and adequate cover for emergency rescue and repatriation. We would also recommend that your policy covers trip cancellation, personal liability, curtailment and loss of luggage/personal effects. If your travel insurance has been arranged in conjunction with your credit card provider, we will require proof of purchase of the cover. Please contact your bank/credit card provider for details of the participating insurer, together with the level of cover provided and the emergency (24-hour) contact telephone number.

### **Flying Doctor insurance**

Pita Safaris can arrange 'Flying Doctor Insurance' should you require it. Flying Doctor insurance covers the provision of light aircraft with qualified doctors, able to evacuate patients from remote locations to hospital. However, this is not a substitute for your travel insurance and is only available in conjunction with that insurance. If

you wish to take out this additional insurance, please let us know. Pita Safaris will need a copy of your passport, plus full details of your travel insurance company, including your policy number and their 24-hour contact telephone number. Bookings for 'Flying Doctor Insurance' should be made at the time of booking your trip.

### **Hiring equipment**

At Pita Safaris we have a variety of equipment available for hire, for those who do not want to go to the expense of buying new equipment for what might be a 'once in a lifetime' trip, or for those who simply do not want to bring their own. All prices are given in US\$ and the price stated is per person and is for the duration of your climb (not 'per day').

Rucksack /day-pack \$12  
Balaclava \$6  
Sleeping Bag (-25 To -35°C) \$40  
Poncho \$18  
Plastic Bag \$4  
Duel Bag \$6  
Walking Poles (Ski Sticks, Pair) \$12  
Gaiters \$8  
Gloves \$6  
Finger Gloves (Pair) \$8  
Sweater \$5  
Long Underwear \$5  
Waterproof Raincoat \$12  
Raincoat Pants \$12  
Fleece Pants \$6  
Mountain Boots \$9  
Warm Jacket G.T \$12  
Warm Jacket/down Jacket \$12  
Hat \$6  
Scarf \$6

### **What do I need in my daypack?**

Rest assured, your porters will carry all the heavy gear, with the exception of your daypack. Our advice is that a daypack should weigh no more than about 5 to 6 kg and should contain water, rainproof clothing, sunscreen, camera and perhaps a snack or two. You should also carry any prescription medication you need during the day.

### **Clothing**

If you don't want to buy or bring all of the following items, they may be available for hire - see the list above - and let us know in advance.

### **Hiking boots**

A good pair of walking boots is essential for a climb such as Kilimanjaro. What is 'good'? First of all, they should be a reputable brand. If you are buying new boots, and are not familiar with

the many different types on offer, you should seek specialist advice from an outdoors shop. If you are investing in new boots, you should buy them well before your Kilimanjaro trip and make sure that you wear them in before you arrive in Tanzania. Arriving with boots which are not properly worn in will result in discomfort, blisters and could even prevent you from summiting. If you are going to wear boots which you have used before, check that they are still in good condition, that they still have good grip and that the laces are not worn. They may also need to be re-waterproofed using a spray, as waterproofing coatings wears off over a period of time. You should bring a spare pair of laces.

### **Gaiters**

A pair of gaiters are very useful in keeping stones, dirt and - on the summit, snow - out of your boots. We would recommend bringing a pair.

### **Socks**

Most climbers will bring a couple of pairs of thermal socks and some thinner ones as well. Some people like to wear two pairs of socks simultaneously, believing that it helps to prevent blisters. We would recommend experimenting before your climb, to ensure that your boots and socks combination is satisfactory. You should save at least one pair of dry socks for your 'summit day.'

### **Trekking poles**

The choice is to bring two poles, one pole or none at all. Experience trekkers will know whether poles suit them or not, but we at Pita Safaris strongly recommend them. Many find that telescopic poles are invaluable on the descent, as they can be adjusted to reduce considerably the pressure that is inevitably experienced on the knees. Telescopic poles are also easy to pack.

### **Hats**

To protect against the sun, a hat is a must, preferably one with a brim. A woolly hat is also essential for the higher slopes, to protect against the cold and some people prefer a balaclava which can reduce the effects of the wind and cold on the face.

### **Rainproof clothing**

Waterproof layers are another essential on your Kilimanjaro climb. Getting wet clothes can lead to a great deal of discomfort and loss of body heat, which is dangerous. Gore-tex is a well-established brand, and one you should look for when buying a waterproof jacket. Your jacket should be large enough to go over all the layers you intend to wear when you are doing your ascent: again, this is something you can try out at home. Waterproof trousers are also essential.

### **Layers**

Flexibility is the most important consideration when choosing your clothing. Temperatures vary so much on the mountain and wearing several layers allows you to put on, or remove, a layer or two as it gets colder or hotter. As well as shirts, your packing list should include one warm fleece and one lighter one; thermal underwear (long-johns and a vest); trekking trousers (not jeans, which are impractical) and thermal gloves (many climbers like a thinner pair as well - this is effectively an extra 'layer' for the hands). On the lower slopes, a light shirt is a good choice. A bandana is useful for covering the mouth against dust, or to protect against the cold (if you don't have a balaclava).

### **Excess luggage**

If you wish to leave some luggage behind before you go on your safari, you can leave it in storage with Pita Safaris at our office, at no extra charge. This will be of particular benefit to

those who are combining their safari with a trip to Zanzibar immediately afterwards or a Kilimanjaro climb.

### **Food**

On your climb, we will provide you with breakfast, lunch and dinner. We pride ourselves on the quality of the food our teams are able to provide while out on the mountain. With years of experience of climbing mountains (and years of experience of eating, too!), we know which foods make for a balanced, energy-giving diet for those climbing Kilimanjaro. We adhere to the highest possible hygiene standards. On Kilimanjaro, we provide climbers with a special, solar-lit dining-tent. For between mealtimes, you may wish to bring a few snacks, such as nuts and dried fruit.

### **Special Dietary Requirements**

With advance notice, we can cater for vegetarian, vegan, dairy-free and gluten-free diets. If you have any other special dietary requirements, please let us know in advance and we will try to provide accordingly.

### **Menus**

For a copy of our menu, please see below. Should you require something different from what is listed, please let us know in advance.

### **Our Mountain Guides**

Apart from yourself, the Mountain Guide who accompanies you is the most important person on Kilimanjaro. A good guide will deliver an unforgettable summit-climb for all climbers who are fit and able to achieve it; a bad guide can spell discomfort and sometimes disaster. At Pita Safaris, we employ the best guides in the business and we never compromise on quality. Experience is important and our guides have collectively hiked Kilimanjaro well over one thousand times. That experience is invaluable, but our guides are also well-trained and knowledgeable, passionate and enthusiastic. Most of our guides have been with us at Pita Safaris for many years. We keep them because they are good and make sure that they are properly rewarded for their efforts and expertise. To become a mountain guide, they must undergo a period of training which covers all aspects of the job, including most importantly mountain safety, how to spot the signs of altitude sickness and what to do when it is spotted. As well as safety, the guide is also concerned with your comfort and enjoyment while on Kilimanjaro and to this end, they will pass on tips and inform you about the mountain flora and fauna. We are very proud of the favourable comments that we receive from our visitors about the quality of our mountain guides.

### **The weather and temperature on Mount Kilimanjaro**

Weather and temperature vary according to the season in which you decide to climb; and, whichever season you choose, both vary according to the altitude. While it might be 20 C down in the rainforest section of the climb, up in the crater the temperature could be as low as -20 C. Climbers must be prepared for these huge variations, choosing their clothing accordingly (see 'CLOTHING AND EQUIPMENT,' above.) A waterproof should be close to hand at all times and layers of clothing used to maximize flexibility.

### **Public 'Long-drop' toilets**

With an Pita Safaris trek, we always dig latrines or set up toilet tents at the campsites. At times however, you may have to use the public 'long-drop' facilities. Be prepared: many of the public toilets on the Kilimanjaro routes are no more than basic wooden sheds with no more than a hole

in the floor. They are often smelly and some irresponsible trekkers choose to ignore them and 'do their business' out in the bushes. Such behaviour is unacceptable and unethical, as is leaving toilet paper out in the open or hanging on bushes. To alleviate your discomfort in the public toilets, the use of a bandana to minimize the effects of the unpleasant smell is recommended. Thankfully, things are constantly being improved and some camps now have perfectly acceptable facilities. For example, all the huts on the Marangu Route are equipped with English-style toilets, but the toilets at the picnic sites all of the 'long-drop' type. All the toilets at the campsites and picnic-sites on the Machame, Lemosho and Rongai Routes are 'long-drop,' and are the responsibility of the park authorities, not Pita Safaris.

### **Walking up**

Pacing yourself on the way up is essential to increasing your chances of success. Our guides will advise you on this. Remember that walking slowly helps you to acclimatize. It is definitely not a race, walkers are of all different ages and abilities.

### **Walking down**

Once you've reached the summit, it's time to celebrate your great achievement, but you should remember one thing: you still have to get down again and there are some important considerations to bear in mind. Key points are to pay attention to your breathing (see 'Breathing,' above, and to protect your valuable knees and hips on your descent. You should continue to breathe properly, concentrating on your lower diaphragm. Use of your trekking-poles is important on your descent, as this reduces the pressure you put on your knees with each step. Bending your knees at every step will also assist in this respect. As well as putting all your bodyweight on your knees with every step downwards, remember that the descent will force your toes against the front of your boots. If you're careless, this can result in damaged toe nails (and the damage can be permanent) and unnecessary blisters. To reduce this problem, re-tie your boots tightly before you begin your descent, ensuring first that your heel is firmly against the back of your boot.

### **Carrying your gear**

You really need to worry only about your daypack and its contents, as our porters carry all the heavy equipment, up and down the mountain. If you need a personal porter, do let us know in advance and we can arrange this (extra charges apply.)

### **What if I can't make it to the top?**

We are proud that 98% of Pita Safaris visitors who undertake a Kilimanjaro ascent do in fact reach the summit. Despite that pride, however, safety always remains our number one priority and our guides are always quick to respond to anyone in difficulties. In the unlikely event that you have to descend early, before reaching the summit, you would be accompanied by a medically trained guide who would escort you down the mountain, in safety, and in the shortest possible time.

### **Visa Requirements**

Make sure that you have a valid passport whose expiry date is sufficient for you to be allowed to enter Tanzania. (Usually the expiry date must be at least six months from the date of travel, for tourists, and longer for business travelers.) With the exception of those travelling from certain African countries (and a few other countries), all visitors to Tanzania must have a valid visa. It is the responsibility of travelers to arrange this. Visas are best arranged in advance. If you are arriving at Kilimanjaro International Airport, without having arranged a visa in advance, please

follow the procedure outlined below, to ensure that you get the correct visa and meet up with your driver-guide outside the arrival door:

- 01.** Complete the visa request form (either on the flight or on arrival)
- 02.** Join the queue for one of the visa counters - please don't let yourself be assisted by anybody at the airport or be persuaded to give your visa money to anyone apart from the staff at the counter
- 03.** Pay for the visa - USD 100 per person for US nationals and USD 50 per person for nationals of other countries (visa fees are payable in cash ONLY and US bills should not be older than 2006)
- 04.** Make sure that you get a receipt for this transaction – the receipt is yellowish- orange colour with a silver seal sticker
- 05.** Verify that the number on the receipt is the same as the one written on top of the visa stamp on your passport
- 06.** Queue up for your fingerprints and passport check
- 07.** Collect your luggage and leave by the exit door
- 08.** Outside the exit door you will see our driver guide holding the 'Pita Safaris' sign board If you are arriving in Kenya, prior to transferring to Tanzania, you should familiarize yourself with any Kenyan visa requirements that may apply and ensure you obtain the necessary visa or transit visa for that country, too.

### **Tipping**

Tipping is of course discretionary, but is an expected part of the way in which business is done in Tanzania. It counts as an expression of gratitude to those who - hopefully - have made your experience an unforgettable one, and enables you to directly reward those people. Our passengers come from all around the world, with different cultural attitudes to tipping, but a tip is of great significance here in Tanzania and will be hugely appreciated by the recipient. In the course of your welcome meeting, you will be advised of the number of guides and the cook who will accompany you on your climb. (The number of porters will only be confirmed once the luggage and equipment have been checked by the national park rangers at the gate.) You will be introduced to your porters during the course of your trek - normally there will be 2 or 3 porters per trekker. We realise that both the process of giving tips and knowing how much to give can be difficult, so we provide the following guidance:

At the end of the climb, it is a good idea to hold a 'tipping celebration' after the last meal on the mountain (this is normally after breakfast on the last day)

Tips can be placed in an envelope and given to the lead guide, who can then distribute them to the team. (It is advisable to announce the total amount in front of the group, so that all team members are aware of how much is to be distributed.)

As for the amount, most trekkers feel that a tip equivalent to about 10 % of the cost of their trek is appropriate. (So, if your trek cost was US\$2500, a tip of US\$250 should be about the right amount.) If your group consists of only one or two trekkers, you might want to give a bit more. An alternative method, which some trekkers prefer, is to give individual tips to the team members, in which case the following amounts can be used for guidance:

Lead guide: between US\$10 and US\$15 per group, per day on the mountain

Assistant guide: between US\$8 and US\$10 per group, per day on the mountain

Cook: between US\$7 and US\$10 per group, per day on the mountain

Porter: between US\$5 and US\$8 per group, per day on the mountain.

The above gures are only for guidance and can of course be varied at the trekker's discretion. Gifts of clothes etc are also appreciated.

### **Feedback**

Our business is only successful if our travelers are satisfied. We genuinely want your open, honest feedback, as this enables us to review our performance and procedures and to improve our service. While we appreciate that in the modern world everyone is asking for your opinion, for many of our travelers a safari will be a 'once-in-a-lifetime' experience and we are determined that it will be as good as it can be. Your feedback will help us to improve our service and achieve that goal. A form is attached here for your completion: thank you very much for your time in completing and returning it to [info@pitasafaris.com](mailto:info@pitasafaris.com)

## **RELEASE FORM**

### **RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

In consideration of the services of PITA SAFARIS, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively PITA SAFARIS), I hereby agree to release and discharge PITA SAFARIS on behalf of myself, my parents, my heirs, assigns, personal representative and estate as follows:

1. Inherent Risks I acknowledge that any adventure related activity such as rafting, mountain biking, zip-lining/canopy, bungee jumping, trekking/hiking, swimming, horseback riding, camping entails known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I understand and acknowledge that the enjoyment and excitement of adventure activities is derived in part from inherent risks incurred by activity beyond the accepted safety of life at home or in my normal day to day activities and are an integral reason for my participation in this activity. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I also understand and acknowledge that failing to use or properly use safety type equipment increases my risk of injury or of not surviving an accident or incident while participating in these activities. In all of the following activities inherent risks include, but are not limited to: the equipment may be faulty; communication from guides may be unclear during the activity and misunderstandings may occur; in the remote terrain in which these activities occur rescue and medical treatment may not be immediately available in the event of an accident. I may encounter dangerous wildlife, insects, etc.; changing weather conditions, storms or even lightning are possible; exposure to the natural elements can be uncomfortable and/or harmful causing sunburn, dehydration, heat exhaustion, heat stroke, heat cramps or fatigue, some or all of which may diminish my or the other participants' ability to react or respond;

**Rafting:** The inherent risks associated with the rafting trip in which I am about to participate

include, but are not limited to: encountering whitewater rapids and changing water flows and the possibility that I will be injured on the raft; there may be errors in food storage or preparations; the raft may break down or be faulty; it is possible that the raft may collide, capsize or sink and I could be "washed" overboard; I can slip or fall during hiking or portaging or getting to and from the raft; the raft or any portion of it may collide with or encounter other rafts, manmade or natural objects including submerged or semi-submerged objects, etc.; I understand that prolonged exposure to cold water can result in "cold water immersion" syndrome or "cold shock," hypothermia and sometimes death;

**Mountain Biking:** The inherent risks associated with the mountain biking trip in which I am about to participate include, but are not limited to: uneven terrain, gravel or other visible or hidden obstacles on the mountain biking route, planned or accidental straying from route.

**Zip-lining/Canopy:** The inherent risks associated with the zip-lining/canopy trip in which I am about to participate include, but are not limited to: obstacles such as long hair, loose clothing, jewelry, camera equipment that can become entangled in the equipment causing injury; improper use of the safety clips and carabineers may result in injury or death.

**Bungee Jumping:** The inherent risks associated with the bungee jumping activity in which I am about to participate include, but are not limited to: faulty equipment, negligence on behalf of the staff, death, high blood pressure, vomiting, nausea.

**Trekking/Hiking:** The inherent risks associated with the trekking/hiking trip in which I am about to participate include, but are not limited to: muddy or wet terrain, visible or hidden obstacles on the trekking route, narrow passages on steep cliff sides, passing porters carrying heavy packs; encountering dangerous wildlife such as donkeys, llamas, cows, dogs; falling from a cliff, unstable or loose rock, landslides, further damage or existing injuries caused by the exertion, altitude sickness, acute mountain sickness, exhaustion, hypothermia.

**Swimming:** The inherent risks associated with the swimming activity in which I am about to participate include, but are not limited to: drowning, hypothermia, slipping and falling from wet surfaces, exhaustion.

**Horseback Riding:** The inherent risks associated with the horseback riding trip in which I am about to participate include, but are not limited to: falling off the horse while mounting or dismounting, injury by a horse's kick, bite or buck, planned or accidental straying from the route.

**Camping:** The inherent risks associated with the camping trip in which I am about to participate include, but are not limited to: unpredictable climatic conditions, snow storms, rain, lightning, loss of personal possessions or valuables from robbery, damage to personal equipment from water leakage, encounters with wild animals, improper water purification or food storage, landslides, rockslides, avalanches.

*I understand that my failure to follow instructions and safety regulations on all of the above activities can cause bodily injury to others and/or myself and may result in death.*

2. I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety and life during my participation in PITA SAFARIS events/activities. PITA SAFARIS acts as an agent to provide transportation, accommodation and activities operated by third party operators over which PITA SAFARIS has no control or liability. I acknowledge that I may choose to participate in activities



that are provided by other vendors or operators over which PITA SAFARIS has no control. Those activities are incidental to the activities provided by PITA SAFARIS and may involve errors in judgment by the other vendors or operators for which PITA SAFARIS can bear no liability. PITA SAFARIS is in the business of providing adventure type trips. Transportation to and from the activity is incidental to the activity. Transport and car, bus or van travel in some instances may be provided by PITA SAFARIS and may involve errors in judgment by PITA SAFARIS staff operating the vans, buses, cars or other transport vehicles. The vehicles and transport trailers may malfunction, breakdown or be poorly maintained, causing injury, accidents, delays or in the extreme case, death. Furthermore, PITA SAFARIS guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions and/or I as the participant may fail to understand the safety directions due to language issues. I specifically acknowledge that decisions made by guides/staff and participants are often made in wilderness/remote/dangerous settings and are made based on often imprecise, momentary and subjective perceptions so that decisions are subject to errors in judgment that can not and should not be associated with fault at a later point in time.

3. Express Assumption of Risk As lawful consideration for being allowed to participate in activities offered by PITA SAFARIS, I expressly agree and promise on behalf of myself and any of the children for which I am responsible, to accept and assume all the risks existing in this activity. My/ Our participation in this activity is purely voluntary, and I/we elect to participate in spite of the risks. I/ We expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I/we are signing it of our own free will.

4. Release and Waiver of Rights Including for Claims of NEGLIGENCE On behalf of myself and any of the children for which I am responsible I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless PITA SAFARIS from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my/our use of PITA SAFARIS's equipment or facilities, including any such Claims which allege negligent acts or omissions of PITA SAFARIS

5. Indemnity Should PITA SAFARIS or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree on behalf of myself and any of the children for which I am responsible to indemnify and hold them harmless (in other words, I agree to pay for...) for all such fees and costs.

6. Personal Skill & Insurance I certify on behalf of myself and any of the children for which I am responsible that I/we have sufficient skill and fitness to participate in the activities offered by PITA SAFARIS I further certify that I/we have no medical, mental or physical conditions which could interfere with my/our safety or ability to participate in these activities, or else I/we are willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I/we further certify that I/we have adequate insurance to cover any injury, damage or emergency transportation or search and rescue costs I/we may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs ourselves.

7. Medical Issues I agree on behalf of myself and any of the children for which I am responsible that, in the event that PITA SAFARIS deems it necessary to administer emergency first aid or CPR or to remove me/us from its activities or premises or from the field or to seek emergency medical care for me/us that, by signing this document, I/we are giving PITA SAFARIS permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me/us to any healthcare provider which may become involved in my/our care, treatment or removal from the field. By signing this document I/we are waiving any right to object to or bring any type of action or claim against PITA SAFARIS for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the

disclosure of personal medical information it may have about me/us to any health related person who becomes involved in my/our care or removal from PITA SAFARIS activities or the field.

8. Medical and Life Insurance I understand that it is my responsibility to purchase medical and life insurance prior to my trip and assume sole responsibility In the case of medical emergencies including but not limited to pre-existing conditions, accidents, dismemberment, emergency evacuation or loss of life. By signing this document I/we are waiving any right to object to or bring any type of action or claim against PITA SAFARIS due to medical emergencies, life threatening situations and/or death.

9. Photographic Assignment I understand that the PITA SAFARIS reserves the right to take photographic or film (of whatsoever nature) records of any or all of its activities or trips and on behalf of myself and any of the children for which I am responsible I/we hereby agree that PITA SAFARIS may use such records for promotional and/or commercial purposes without any remuneration to me. I/we hereby assign all right, title and interest I/we may have in or to any and all media in which my name or likeness might be used by PITA SAFARIS

10. Release as Contract and Personal Capacity On behalf of myself and any of the children for which I am responsible I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I/we are signing it of my/our own free will. I/we expressly acknowledge that I/we are not under the influence of drugs or alcohol at the time of my/our signing of this document and that there are no other impediments or reasons why I/we would lack the capacity to enter into this contract with PITA SAFARIS

11. Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc. In the event I/we file a lawsuit against PITA SAFARIS, I/we agree to do so solely in the Republic of Kenya, and I/we further agree that the substantive law of that country shall apply in that action without regard to the conflict of law rules of that country and I/we hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. I/we agree to submit to the jurisdiction of the Republic of Kenya courts. I/we agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this release contract can be used as if it were the original. I/we understand that this document constitutes the entire Agreement/Contract between ourselves and PITA SAFARIS and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I/we are also waiving any claims I/we might have for breach of contract or warranty for statements or representations made outside of this release contract. By signing this document, I acknowledge for myself and any of the children responsible for that if anyone is hurt or property is damaged during my participation in this activity, I/we may be found by a court of law to have waived my/our right to maintain a lawsuit against PITA SAFARIS on the basis of any claim from which I/we have released them herein. It is my responsibility to fill in the following information completely and correctly. Any problems resulting from incorrect information are solely my responsibility.

I/WE HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT (ALL PAGES). I/WE HAVE READ AND UNDERSTOOD IT, AND I/WE AGREE TO BE BOUND BY ITS TERMS.

Name of Participant: \_\_\_\_\_ Date (DD/MM/YYYY): \_\_\_\_\_

Activity/Trek: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name as it appears in your passport: \_\_\_\_\_

Passport Number: \_\_\_\_\_ Date of Birth (DD/MM/YYYY): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Phone #: \_\_\_\_\_

Parent or Guardian Additional Indemnification and Signature (Must be completed for participants under 18 years of age)

I/we represent that I/we have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed below; I/we believe and represent that I/we have the legal authority to make the waivers and releases contained herein. I/we understand and acknowledge that PITA SAFARIS relies to its detriment on this representation. In consideration of my child or ward (AMinor@) being permitted by PITA SAFARIS to participate in its programs or activities, I further agree to indemnify (in other words, I agree to pay for...) and hold harmless PITA SAFARIS from any/all claims which are brought by, or on behalf of Minor, and which are in any way connected with Minor's use or participation.

Parent Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Parent Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

ALL PARTICIPANTS MUST FILL OUT THE FOLLOWING INFORMATION:

1. Do you have any medical condition, of which we should be aware, or any medical or physical condition that would affect your ability to meet the physical demands of the activity or activities you are participating in with PITA SAFARIS? (rafting, mountain biking, zip-lining/canopy, horseback riding, trekking/hiking, camping, etc.)

CIRCLE ONE: YES NO. If YES, please specify condition:

\_\_\_\_\_

2. Contact Person in case of an emergency:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

3. Medical/Life Insurance Information in case of an emergency:

Insurance Company: \_\_\_\_\_ Policy Number: \_\_\_\_\_

Insurance Company's Emergency Telephone(s) with country codes and area codes:

