



TERMS & CONDITIONS 2020-2021

DEPOSITS & PAYMENTS: All packages must be prepaid. On confirmation of the travel arrangements, a non-refundable deposit of 30% is required to secure the reservation. Until this is paid, Dana Tours will not confirm the arrangements. Full payment must be received 8 weeks prior to departure. (No deposit required when booking day trips or vehicle hire in Maputo). Specific suppliers of ours may have more stringent deposit policies which we will advise you of in advance as those would take precedence. Dana Tours reserves the right to release any services being held if this deadline is not met. Quotations are subject to daily currency fluctuations. Package costs are only guaranteed once full payment has been received except where subsequent increases are beyond the control of Dana Tours Lda. Accepted payment methods include bank transfer, cash, credit card or online payment. For payment by bank transfer, please make sure bank charges are for your account. Only Visa and Mastercard are accepted when the card is presented in our office or when making an online payment. Credit card payments incur a 2.5% service fee.

COMPULSORY CHARGES: For multi-day itineraries, a USD\$10 File Fee will be levied per person. There is a minimum charge of USD20 per file. (Not applicable for day trips or vehicle hire in Maputo).

SPECIAL REQUESTS: These should be specified in writing at time of booking. We will endeavour to assist with these but cannot guarantee such. Please provide us with dietary requirements. Dana Tours will not be held liable for failing to comply with any special requests.

PRIVATE DAY TRIPS: Unless you have requested a private tour, there is a strong likelihood that there will be others on your tour. Please specify if a private tour is requested so that you are quoted accordingly. There is a 50% supplement for private tours.

PACKAGE EXCLUSIONS: Package quotes exclude all items of a personal nature (e.g., laundry, bar) unless otherwise stated. Dana Tours will levy a 5% fee to each Extras bill should you wish us to handle extras.

AMENDMENTS: Dana Tours reserves the right to charge an amendment fee to confirmed services in addition to any cancellation charges which may be applicable.

CANCELLATIONS:

- **Packages:** In the event of cancellation of a package for any reason the following cancellation charges will be levied in most cases: More than 8 weeks prior to departure: 30% of total price. 4-8 weeks prior to departure: 50% of total price. 0-4 weeks prior to departure: 100% of total price. Specific suppliers of ours may have more stringent cancellation policies which will take precedence.
- **Day Trips & vehicle hire:** 100% cancellation fee applicable if cancelled less than 3 working days prior to service taking place.

By signing these Terms, you agree to these cancellation policies.

REFUNDS: Refunds will not be given for unused services nor if client is a no show.

DELAYS : Dana Tours cannot be held responsible or liable for any delays prior to departure or during the course of any tour, whether brought about by technical difficulties, strikes, adverse weather conditions or any other foreseen/unforeseen circumstances. Expenses incurred relating to delays are for the client's account.

TRAVEL DOCUMENTS: The onus is on each passenger to check that all travel documents are in order.

- **Passport:** Must have minimum of 6 months after intended return date and a minimum of 2 blank pages; you should always carry your passport or a certified copy of the main page plus the visa page.
- **Visas:** The onus is on each passenger to get the latest information pertaining to his/her nationality. A dual-entry TOURIST visa may be purchased at most Mozambique entry points subject to Immigration's Terms and Conditions. The cost is approximately (USD) \$50. You need to carry proof of accommodation signed by the establishment and an onward air ticket. At present, some SADC member state nationals are exempt of visas for Mozambique. To get latest visa information please contact your nearest Mozambique High Commission. Dana Tours does not accept any responsibility for any consequences whatsoever resulting from a passenger's failure to ensure that he/she has complied with the necessary requirements.
- **Health:** The client acknowledges being aware of the proposed itinerary and it is the client's obligation to ensure that he/she is medically fit & able to embark upon travel. Mozambique is a malaria area and it is recommended that you check requirements with your health care provider. All those travelling from or in transit from a yellow fever destination should have a yellow fever certificate. You are encouraged to check the World Health Organization's website for the latest health alerts.
- **Vehicle Rental:** If a rental car is booked, the passenger must present a valid driver's license and credit card.



VOUCHERS AND TICKETS: Documentation will only be prepared on receipt of full payment.

INSURANCE: Clients travelling with Dana Tours are required to take out comprehensive travel insurance that covers cancellation & curtailment of trip, illness, baggage loss & default. By reading these Terms & Conditions, it is assumed that the passenger has purchased comprehensive travel insurance cover.

INDEMNITIES: Any adventure activities or sojourns into the wild included in the itinerary must be considered dangerous. Dana Tours and its suppliers do not hold itself responsible for death, injury or loss, which may occur. All clients may be obliged to individually sign an Indemnity Form in this regard.

LIABILITY & RESPONSIBILITY: Dana Tours, in arranging transportation, hotel accommodation, day tours or any other service, acts as agent only and is not liable as a principal. Dana Tours shall not be held liable for injury, death, loss, damage, accident, delay or inconvenience, howsoever caused, during any journey, tour, accommodation or other service arranged or booked by Dana Tours. Dana Tours shall not be held liable for any expenses arising from any of the above. Whilst every effort has been made to ensure the highest standards of maintenance of all of our and sub-contractor's vehicles, boats & aircraft, a breakdown or delay could occur at any time, which is beyond our control. Any such problem will be rectified as soon as is humanly possible to do so under prevailing conditions. Liability to passengers carried in any vehicle owned by Dana Tours is governed by the laws of the country in which such service takes place, and all claims are subject to the jurisdiction of the courts of the country in which the course of action take place. By signing this contract, you are hereby acknowledging that neither Dana Tours, its members, servants, or agents shall be in any way liable for injury, loss nor damage to person or property sustained howsoever arising, by the client / party or any other person accompanying the trip. Dana Tours are hereby indemnified against all and any claims which may be made against it or any of its members or staff.

LEGAL JURISDICTION: This agreement shall be construed under the laws of Mozambique and if any legal action is brought under this agreement, such legal action shall be brought in courts of Mozambique without reference to any choice of law doctrine.

FORCE MAJEURE: Either Party may suspend or terminate its performance obligations, partially or entirely, to the extent that its obligations are prevented by events or occurrences beyond its control including, without limitation, strikes; labour disputes; accidents, pandemics, epidemics, Government regulations, quarantines, curfews and travel advisories, natural disaster, fire, curtailment of hotel or transport operations, civil disorder, terrorism, acts of war or acts of God, Dana Tours or the client being unable to perform its obligations beyond the control of either Party making it illegal, impossible or commercially impracticable to provide the services in whole or in part, then either party may terminate the agreement. The deposits paid to date shall be held in credit for travel on the same programme at a later date for a period of up to 12 months from the Force Majeure. In such cases, Dana Tours and all its suppliers will not be held liable for any damages caused as a result of the termination. Our suppliers may charge a higher rate based on their pricing structure based on the new travel dates / season booked up to 12 months. Termination for Force Majeure must be received by Dana Tours from the client within 7 days from the Force Majeure event or if the service is scheduled within 14 days then the termination must be received in writing within 24 hours of the Force Majeure event.

POSSIBLE CHANGES : Dana Tours Lda and its service providers reserve the right to cancel any reservations prior to departure, in which event any payments made will be refunded without any further obligation. The duration of the package may have to be extended or curtailed owing to unforeseen changes in transportation schedules. Any resultant expense shall be borne by the passenger and any saving refunded. For all packages, the right is reserved to substitute hotels of a similar or higher category at no additional cost to the passenger.

AIRLINE RESPONSIBILITY: The airline concerned is not to be held responsible for any act, omission or event during the time the passengers are not aboard their aircraft. The passenger ticket in use by the airline, when issued, shall constitute the sole contract between the airline and purchaser of these tickets and/or passenger.

RECONFIRMATION: Passengers are reminded to reconfirm flight reservations and timings at least 72 hours prior to departure with the airline concerned. Failure to do so may result in the cancellation of your reservation.

By signing acceptance, you agree to all the above terms and conditions.

SIGNATURE OF ACCEPTANCE: _____

NAME: _____

DATE: _____