

SKY SAFARI TOUR
(MIRACLE-TECH GROUP COMPANY LIMITED)
TERMS AND CONDITIONS

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INTRODUCTION

Welcome to Sky Safari Tour ("Sky Safari Tour", "Company", "we", "our", or "us").

These Terms and Conditions govern your access to and use of our website, travel planning services, safari packages, wildlife tours, trekking experiences, holiday packages, transportation arrangements, accommodation bookings, private tours, group tours, tailor-made itineraries, and any other travel-related services offered by Sky Safari Tour.

By accessing our website, making an enquiry, requesting a quotation, booking a tour, making a payment, or otherwise using any of our services, you acknowledge that you have read, understood, and agreed to be legally bound by these Terms and Conditions.

If you do not agree with these Terms and Conditions, you should not use our website or proceed with any booking or travel arrangement with Sky Safari Tour

ACCEPTANCE OF TERMS

By accessing, browsing, communicating with, booking through, or otherwise interacting with Sky Safari Tour, you agree to comply with these Terms and Conditions together with any applicable booking confirmation, itinerary, quotation, invoice, travel information, cancellation policy, privacy policy, or other written agreement issued by the Company.

Where a separate written agreement exists between Sky Safari Tour and a Client, the written agreement shall prevail to the extent of any inconsistency with these Terms and Conditions.

These Terms and Conditions apply to all clients, travelers, visitors, agents, and other persons using our website or travel-related services.

1. DEFINITIONS

For the purposes of these Terms and Conditions:

"Company"

means the brand Sky Safari Tour under the company MiracleTech Group Company Limited.

"Client"

means any individual, group, organization, travel agent, company, or other legal entity requesting, booking, purchasing, or receiving services from Sky Safari Tour.

"Traveler"

means any individual participating in a safari, tour, trekking expedition, holiday package, excursion, or other travel service arranged by Sky Safari Tour.

"Services"

means all travel-related services offered or arranged by Sky Safari Tour, including but not limited to safaris, wildlife tours, trekking, holiday packages, transportation arrangements, accommodation arrangements, guided tours, and tailor-made travel itineraries.

"Booking"

means a confirmed reservation for any Service offered or arranged by Sky Safari Tour.

"Website"

means the official website of Sky Safari Tour, including skysafaritour.com and any associated online platforms operated by the Company.

"Itinerary"

means the planned schedule, destinations, accommodation, transportation, activities, and other arrangements relating to a particular tour or travel package.

"Force Majeure Event"

means any event beyond the reasonable control of Sky Safari Tour that may affect the performance of travel services.

1. ABOUT MIRACLE TECH GROUP COMPANY LIMITED

Sky Safari Tour is a travel and tourism company providing and arranging travel experiences within Tanzania and other destinations where applicable.

Our services may include, but are not limited to:

- Wildlife Safaris;
- Tanzania Safari Tours;
- Serengeti Safaris;
- Ngorongoro Tours;
- Tarangire Safaris;
- Lake Manyara Tours;
- Kilimanjaro Trekking;
- Zanzibar Holidays;
- Honeymoon Packages;
- Family Safaris;
- Private Tours;
- Group Tours;
- Tailor-Made Travel Itineraries;
- Cultural Experiences;
- Airport Transfers;
- Transportation Arrangements;
- Accommodation Arrangements;
- Travel Planning and Ground Support.

The Company may modify, improve, suspend, or discontinue any Service where reasonably necessary for operational, safety, legal, environmental, or business reasons.

2. ELIGIBILITY TO USE OUR SERVICES

Sky Safari Tour provides travel planning, tour organization, safari arrangements, trekking experiences, holiday packages, transportation coordination, accommodation arrangements, and related tourism services.

The specific scope, inclusions, exclusions, prices, travel dates, accommodation, transportation, activities, and other arrangements applicable to a particular booking shall be stated in the relevant quotation, itinerary, invoice, booking confirmation, or written agreement.

Unless expressly stated otherwise in writing, a tour package may not include:

- International flights;
- Visa fees;
- Travel insurance;
- Personal expenses;
- Alcoholic beverages;
- Optional activities;
- Tips and gratuities;
- Medical expenses;
- Items of a personal nature;
- Any service specifically identified as excluded in the itinerary or quotation.

Clients are responsible for carefully reviewing the inclusions and exclusions provided before confirming a booking.

3. SCOPE OF SERVICES

Sky Safari Tour provides travel planning, tour organization, safari arrangements, trekking experiences, holiday packages, transportation coordination, accommodation arrangements, and related tourism services.

The specific scope, inclusions, exclusions, prices, travel dates, accommodation, transportation, activities, and other arrangements applicable to a particular booking shall be stated in the relevant quotation, itinerary, invoice, booking confirmation, or written agreement.

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- Travel insurance;
- Personal expenses;
- Alcoholic beverages;
- Optional activities;
- Tips and gratuities;
- Medical expenses;
- Items of a personal nature;

Any service specifically identified as excluded in the itinerary or quotation.

Clients are responsible for carefully reviewing the inclusions and exclusions provided before confirming a booking.

4. BOOKING AND RESERVATIONS

A booking request may be made through the Website, email, telephone, authorized representatives, travel agents, or other communication channels approved by Sky Safari Tour.

A booking shall only be considered confirmed when:

- The Client has accepted the relevant quotation or itinerary;
- The required booking information has been provided;
- The required deposit or payment has been received, where applicable; and
- Sky Safari Tour has issued a written booking confirmation.
- The Company reserves the right to decline any booking request where:
 - Required information is incomplete or inaccurate;
 - Payment requirements have not been met;
 - Requested services are unavailable;
 - Safety or operational concerns exist; or
 - Acceptance of the booking would violate applicable laws or regulations.

Clients are responsible for ensuring that all names, passport details, travel dates, contact information, and other information provided during the booking process are accurate.

5. PAYMENTS, DEPOSITS AND PRICING

The price of each tour or travel package shall be communicated through a quotation, invoice, booking confirmation, or other written communication.

Clients may be required to pay a deposit to secure a booking. The amount and payment deadline shall be communicated by Sky Safari Tour during the booking process.

The remaining balance must be paid within the period specified in the relevant invoice, quotation, or booking confirmation.

Failure to make payments by the required deadline may result in:

- Cancellation of the booking;
- Release of reserved accommodation or services;
- Changes to the availability of travel arrangements;
- Additional charges where applicable; or
- Suspension of services until payment obligations are fulfilled.
- Unless otherwise stated, prices may be subject to changes resulting from circumstances beyond the Company's reasonable control, including:
 - Government taxes or levies;
 - National Park fees;
 - Conservation fees;
 - Accommodation price changes;
 - Transportation costs;
 - Fuel price increases;
 - Currency fluctuations; or
 - Changes imposed by third-party service providers.
- Where a significant change affects a confirmed booking, Sky Safari Tour will communicate with the Client as reasonably practicable.
- Clients remain responsible for any applicable bank charges, transfer fees, taxes, duties, or government charges unless expressly included in the quoted price.

6. CANCELLATIONS AND REFUNDS

Any request to cancel a booking must be submitted to Sky Safari Tour in writing.

Cancellation charges, refund eligibility, and applicable deductions may depend on:

- The date on which the cancellation request is received;
- The nature of the booked services;
- Payments already made to accommodation providers or other suppliers;
- National Park or conservation fees;
- Transportation arrangements;
- non-refundable reservations; and
- Other costs already incurred by the Company in connection with the booking.

Refunds, where applicable, shall be processed in accordance with the specific booking terms and subject to any non-refundable costs already paid or committed to third-party suppliers.

Sky Safari Tour shall not be responsible for refunds relating to services voluntarily not used by the Traveler after the commencement of the trip, including unused accommodation, meals, transportation, activities, or excursions.

Clients are strongly encouraged to obtain comprehensive travel insurance that includes trip cancellation and interruption coverage.

7. CHANGES TO BOOKINGS AND ITINERARIES

Clients requesting changes to a confirmed booking must submit such requests in writing as early as reasonably possible.

- Changes may be subject to:
- Availability;
- Additional costs;
- Supplier terms;
- National Park regulations;
- Accommodation availability; and
- Operational feasibility.

Sky Safari Tour reserves the right to make reasonable changes to an itinerary where necessary due to:

- Weather conditions;
- Road conditions;
- Wildlife movements;
- Safety considerations;
- National Park requirements;
- Government regulations;
- Accommodation availability;
- Transportation disruptions; or
- Other operational circumstances.

The Company will make reasonable efforts to provide suitable alternatives where a significant change becomes necessary.

Travelers acknowledge that safari and adventure travel may involve changes to planned schedules due to natural and operational conditions.

8. TRAVEL DOCUMENTS, VISAS AND HEALTH REQUIREMENTS

Each Traveler is responsible for ensuring that they possess all required travel documents before commencing their journey.

This may include:

- A valid passport;
- Entry visas;
- Vaccination certificates;
- Travel permits;
- Medical documentation; and
- Any other documentation required by relevant authorities.

Sky Safari Tour may provide general travel information where appropriate; however, the Traveler remains solely responsible for verifying and complying with current immigration, visa, health, customs, and entry requirements.

The Company shall not be responsible for costs, delays, denied boarding, denied entry, deportation, or other consequences resulting from a Traveler's failure to obtain the required travel documents.

Travelers should ensure that their passports remain valid for the period required by the relevant destination authorities.

9. TRAVEL INSURANCE

Sky Safari Tour strongly recommends that all Travelers obtain comprehensive travel insurance before commencing their trip.

Appropriate travel insurance may include coverage for:

- Medical emergencies;
- Emergency evacuation;
- Trip cancellation;
- Trip interruption;
- Personal accidents;
- Lost or delayed baggage;
- Personal belongings;
- Travel delays; and
- Other risks associated with international and adventure travel.

Unless expressly stated otherwise in writing, travel insurance is not included in the cost of a tour package.

The Traveler remains responsible for obtaining and maintaining adequate insurance coverage suitable for their travel activities.

10. CLIENT RESPONSIBILITIES

Clients and Travelers agree to:

- Provide accurate and complete information;
- Comply with applicable laws and regulations;
- Follow reasonable instructions from guides and authorized representatives;
- Respect local communities, cultures, customs, and traditions;
- Respect wildlife and environmental protection regulations;
- Arrive at designated meeting points at the agreed time;
- Maintain appropriate travel documents;
- Disclose relevant information that may affect participation in planned activities;
- Conduct themselves in a respectful and responsible manner; and
- Avoid conduct that may endanger themselves or others.

Travelers shall not:

- Engage in unlawful conduct;
- Harass or threaten other Travelers, guides, staff, or local communities;
- Damage property;
- Disturb wildlife;
- Ignore safety instructions;
- Possess prohibited items;
- Participate in activities while dangerously impaired; or
- Engage in conduct likely to disrupt the safety or enjoyment of other participants.

Sky Safari Tour reserves the right to remove a Traveler from an activity or terminate participation where the Traveler's conduct presents a safety risk or seriously disrupts the experience of others.

In such circumstances, the Traveler may remain responsible for any resulting expenses.

11.SAFARI, WILDLIFE AND ADVENTURE RISKS

Travelers acknowledge that safaris, wildlife viewing, trekking, hiking, and other adventure activities involve inherent risks.

These risks may include:

- Encounters with wild animals;
- Animal movement and unpredictable behavior;
- Rough or uneven terrain;
- Long-distance travel;
- Remote locations;
- Changing weather conditions;
- Road conditions;
- Physical exertion;
- Altitude-related conditions;
- Insect bites;
- Natural hazards; and
- Limited access to medical facilities in certain areas.

Wild animals are unpredictable, and Sky Safari Tour cannot guarantee wildlife sightings or the behavior, location, or presence of particular animals.

Travelers must maintain a safe distance from wildlife and follow all instructions provided by guides, park authorities, and authorized personnel.

Sky Safari Tour reserves the right to modify or cancel activities where necessary to protect the safety of Travelers, staff, wildlife, or the environment.

12.ACCOMMODATION AND TRANSPORTATION

Accommodation and transportation arrangements shall be provided in accordance with the confirmed itinerary, subject to reasonable changes where necessary.

The Company may substitute accommodation or transportation with alternatives of a reasonably comparable standard where:

- The original provider becomes unavailable;
- Operational circumstances require a change;
- Safety concerns arise; or
- Events beyond the Company's reasonable control occur.

Accommodation preferences and special requests are subject to availability and cannot be guaranteed unless expressly confirmed in writing.

Transportation schedules may be affected by traffic, weather, road conditions, mechanical issues, airline schedules, government restrictions, or other circumstances beyond the Company's reasonable control.

Travelers are responsible for complying with transportation safety requirements.

13. TREKKING AND SPECIAL ACTIVITIES

Certain activities, including mountain trekking, hiking, climbing, walking safaris, and other physically demanding experiences, may require a reasonable level of physical fitness.

Travelers are responsible for honestly assessing their physical ability to participate.

Sky Safari Tour may request relevant information regarding a Traveler's ability to participate safely in a particular activity.

Travelers must:

- Follow safety instructions;
- Use required equipment;
- Inform guides of difficulties or concerns;
- Respect environmental regulations; and
- Avoid exceeding their personal physical limitations.

The Company or its authorized guides may determine that a Traveler should discontinue an activity where continuing participation could create an unreasonable safety risk.

Travelers acknowledge that successful completion of a trek, climb, or other activity cannot be guaranteed.

14. THIRD-PARTY SERVICES

Certain travel arrangements may involve services provided by independent third parties, including:

- Hotels;
- Lodges;
- Camps;
- Airlines;
- Transportation providers;
- National Park authorities;
- Activity operators;
- Restaurants; and
- Other travel suppliers.

Where Sky Safari Tour arranges services provided by third parties, those services may also be subject to the terms and conditions of the relevant provider.

Sky Safari Tour does not own or directly controls all third-party suppliers and shall not be responsible for events beyond reasonable control relating to the independent actions or omissions of such providers.

However, the Company will make reasonable efforts to select and coordinate reputable service providers appropriate to the relevant travel arrangements.

15. PRIVACY AND DATA PROTECTION

Sky Safari Tour respects the privacy of its Clients and Travelers.

Personal information may be collected and processed for purposes including:

- Processing enquiries and bookings;
- Preparing travel itineraries;
- Communicating with Clients;
- Coordinating accommodation and transportation;
- Meeting legal or regulatory requirements;
- Providing customer support; and
- Improving our services.

Clients agree to provide accurate personal information necessary for the delivery of travel services.

Sky Safari Tour will take reasonable measures to protect personal information against unauthorized access, disclosure, alteration, loss, or misuse.

Clients are encouraged to review the Company's Privacy Policy where applicable.

16. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise stated, all intellectual property relating to Sky Safari Tour, including:

- Website content;
- Text;
- Photographs;
- Videos;
- Graphics;
- Logos;
- Branding;
- Travel itineraries;
- Designs;
- Documents; and
- Other proprietary materials

remain the property of Sky Safari Tour or its respective licensors.

Users may not reproduce, distribute, modify, publish, sell, or commercially exploit such materials without prior written permission.

Nothing in these Terms grants ownership of Sky Safari Tour's intellectual property to any Client, Traveler, or Website User.

17. WARRANTIES AND DISCLAIMERS

Sky Safari Tour will use reasonable care and professional efforts in organizing and delivering its Services. However, travel and tourism activities may be affected by circumstances beyond the Company's control.

The Company does not guarantee:

- Specific wildlife sightings;
- Weather conditions;
- Uninterrupted transportation;
- Exact travel times;
- The behavior of wildlife;
- The uninterrupted availability of third-party services; or
- That every aspect of an itinerary will occur exactly as originally planned.

Except where expressly stated otherwise in writing, Services are provided subject to availability and operational conditions.

Nothing in these Terms excludes any warranty or legal right that cannot lawfully be excluded.

18. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, Sky Safari Tour shall not be liable for indirect, incidental, consequential, or special losses arising from:

- Travel delays;
- Flight cancellations;
- Lost luggage;
- Changes in weather;
- Wildlife behavior;
- Actions of third-party suppliers;
- Government actions;
- Natural events;
- Personal injury resulting from risks inherent in travel activities; or
- Events beyond the reasonable control of the Company.

The Company shall not be responsible for losses arising from a Traveler's failure to follow safety instructions, comply with applicable laws, maintain required documents, or disclose information relevant to their participation.

Where liability cannot lawfully be excluded, the Company's liability shall be limited to the extent permitted by applicable law and the specific circumstances of the relevant booking.

19. INDEMNIFICATION

Clients and Travelers agree to indemnify and hold harmless Sky Safari Tour, its directors, employees, guides, representatives, affiliates, and agents against claims, losses, liabilities, damages, costs, or expenses arising from:

- Breach of these Terms and Conditions;
- Unlawful conduct;
- Damage caused by the Traveler;
- Misrepresentation or inaccurate information;
- Failure to comply with safety instructions;
- Violation of applicable laws; or
- Infringement of the rights of third parties.

This obligation shall survive termination where legally applicable.

20. FORCE MAJEURE

Sky Safari Tour shall not be liable for delays, changes, interruptions, or failure to perform obligations where such events result from circumstances beyond its reasonable control.

Such circumstances may include:

- Natural disasters;
- Floods;
- Earthquakes;
- Fire;
- Severe weather;
- Pandemics;
- Public health emergencies;
- War;
- Terrorism;
- Civil unrest;
- Government actions;
- Border closures;
- Transportation disruptions;
- Strikes;
- Road closures;
- Wildlife emergencies; or
- Other unforeseen events beyond reasonable control.

Where reasonably possible, Sky Safari Tour will make reasonable efforts to provide alternative arrangements.

Any additional costs arising from a Force Majeure Event may remain the responsibility of the Traveler unless otherwise agreed or covered by insurance.

21. SUSPENSION AND TERMINATION

Sky Safari Tour reserves the right to suspend or terminate access to its Website or Services where:

- These Terms are breached;
- Required payments remain outstanding;
- Fraudulent or unlawful activity is suspected;
- A Traveler creates a serious safety risk;
- Continued participation may endanger others;
- False information has been provided; or
- Continued provision of Services would violate applicable law.

Termination shall not affect any rights or obligations that arose before termination. Clients may remain responsible for outstanding payments and costs already incurred in connection with confirmed travel arrangements.

22. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

Nothing in these Terms shall limit the application of mandatory legal provisions that cannot lawfully be excluded.

23. DISPUTE RESOLUTION

The parties shall endeavor to resolve any dispute arising from these Terms and Conditions through good-faith communication and negotiation.

Where a dispute cannot be resolved amicably, the parties may seek mediation or another mutually agreed dispute resolution process.

Unless otherwise required by applicable law or agreed in writing, disputes shall be submitted to the competent courts of the United Republic of Tanzania.

24. COMPLIANCE WITH APPLICABLE LAWS

Sky Safari Tour conducts its business in accordance with applicable laws and regulations.

Clients and Travelers are responsible for ensuring that their conduct during travel complies with:

- Immigration laws;
- Customs regulations;
- Wildlife protection regulations;
- National Park rules;
- Environmental laws;
- Local laws; and
- Other applicable regulations.

Nothing in these Terms authorizes unlawful, harmful, irresponsible, or unethical conduct.

25. ELECTRONIC COMMUNICATIONS

By communicating with Sky Safari Tour electronically, including through email, online forms, messaging platforms, or the Website, Clients consent to receive communications electronically where permitted by law.

Electronic communications may include:

- Booking confirmations;
- Quotations;
- Invoices;
- Payment information;
- Travel itineraries;
- Service updates;
- Operational notices;
- Travel information; and
- Other communications relating to the Services.

Electronic communications may have the same legal effect as written communications where permitted by applicable law.

26. ENTIRE AGREEMENT

These Terms and Conditions, together with:

- Booking confirmations;
- Accepted quotations;
- Travel itineraries;
- Invoices;
- Privacy Policies;
- Specific travel agreements; and
- Other applicable written documents

constitute the agreement between Sky Safari Tour and the Client concerning the relevant Services.

These documents supersede previous discussions or representations relating to the same booking, except where expressly stated otherwise in writing.

27. AMENDMENTS

Sky Safari Tour reserves the right to amend, update, or modify these Terms and Conditions from time to time.

Where material changes are made, the updated Terms may be published on the Website or communicated through another appropriate method.

Continued use of the Website or Services after updated Terms become effective may constitute acceptance of the revised Terms.

28. CONTACT INFORMATION

For questions regarding these Terms and Conditions, bookings, or travel services, please contact:

Sky Safari Tour

Website: www.skysafaritour.com

Email: [Insert Official Company Email]

Location: [Insert Official Business Address]

Business Hours: [Insert Official Business Hours]

General enquiries, booking requests, contractual matters, and service-related communications should be directed through the official contact details provided by Sky Safari Tour.

29. ACKNOWLEDGMENT

By accessing the Website, requesting Services, making a booking, submitting payment, or participating in any travel activity arranged by Sky Safari Tour, you acknowledge that:

- You have read and understood these Terms and Conditions;
- You agree to be legally bound by them;
- You accept the inherent risks associated with travel and adventure activities;
- You agree to comply with applicable laws and safety instructions;
- You understand your responsibilities regarding travel documents and insurance; and
- You accept responsibility for ensuring that information provided to the Company is accurate.

If you do not agree with these Terms and Conditions, you should not proceed with the use of the Website or Services.

30. COPYRIGHT NOTICE

© Sky Safari Tour. All Rights Reserved.

This document and its contents are intended for the use of Sky Safari Tour.

No part of these Terms and Conditions may be reproduced, distributed, modified, published, or commercially exploited without prior written permission from Sky Safari Tour, except where permitted by applicable law.

31. DOCUMENT REVIEW

Document Title: Terms and Conditions

Version: 1.0

Owner: Sky Safari Tour

Approval Authority: Management

Review Frequency: Annually or whenever required due to changes in applicable laws, regulations, tourism operations, business practices, or Company services.