



RIVERTREES
• COUNTRY INN •

TITLE 2021 AGENT TERMS & CONDITIONS OF SALE

Date These Terms & Conditions are dated 07 January 2021

Parties **RIVERTREES LIMITED**, a limited liability company incorporated in Tanzania, with registered offices at Farm Number 60, Arusha Himo road, P.O. Box 221, Usa River, Arusha, Tanzania, hereinafter referred to as “**the Hotel**”, on the one part; and

AFROMAX, a limited liability company incorporated in , with registered offices at , hereinafter referred to as “**the Agent**”, on the other part.

Representatives & Contacts The **Hotel**’s executive representative may be contacted through the following: management@rivertrees.com

The **Hotel**’s reservations department and reception may be contacted through the following: info@rivertrees.com and/or +255 743 600 202.

The **Agent**’s executive representative may be contacted through the following e-mail:

The **Agent**’s booking officer(s) may be contacted through the following e-mail:

Intent & Mutual Agreement Whereas the **Hotel** is the operator of a Lodge in Usa River – Arumeru, and is licensed to carry on the business of class C accommodation facilities under the business name of Rivertrees Country Inn.

And whereas, the **Agent** is a provider of travel and tourism services to the public and serves as a sales agent and/or promoter of tours, holidays and itineraries.

The **Hotel** agrees to sell and the **Agent** agrees to buy; accommodation, food and beverage, and guest services (hereinafter collectively referred to as “**Hotel Services**”); subject to these Terms & Conditions and the rates stipulated hereunder; hereinafter referred to as a “**Reservation**”.

Validity These Terms & Conditions assume validity when the **Agent** returns them to the **Hotel** complete, duly signed, and authenticated with company stamp, in addition to the **Agent**’s certificate of incorporation or registration; and shall remain valid for the entire 2021 calendar year.



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Rates The **Hotel** shall provide **Hotel Services** to the **Agent's** clients at the **Standard Tour Operator (STO)** rates stipulated in the herewith attached **Revised 2021 Rates**.

Government Taxes, Fees & Levies In the event of a change of government taxes, fees or levies, the **Hotel** reserves the right to pass these on to the guest or **Agent**.

Booking Procedures An “**enquiry**” is a request made by the **Agent** to the **Hotel** for information about **Hotel Services'** availability and applicable rates. An enquiry does NOT constitute a **Reservation**.

A “**booking**” is the record of an arrangement to hold **Hotel Services** for exclusive use of the **Agent's** clients on given dates.

A booking is made once the **Hotel's** reservation department receives instructions from the **Agent**, and the **Hotel** accepts the order by providing the **Agent** with a booking code.

To make a booking the **Agent** must provide the **Hotel** with a Booking Name; Start Date (Date of Arrival); Duration (Length of Stay); Number of Guests; and the Quantity, Item and Category of **Hotel Services** booked. A booking by itself does NOT constitute a **Reservation**.

A “**provisional booking**” is a booking being held temporarily, pending further instructions from the **Agent**, which must, within the timeframe given by the **Hotel**, either confirm or void the booking, or request to extend the provisional hold. A provisional booking which reaches its expiry date (as given by the **Hotel**) without further instructions from the **Agent** shall be null and void. A provisional booking does NOT constitute a **Reservation**.

A “**confirmed booking**” is a booking which both the **Agent** and the **Hotel** promise to honour.

A “**guaranteed booking**” is a booking for which the **Hotel** assures to keep the promised **Hotel Services** available to the **Agent's** guests until the check-out time on the scheduled day of departure, and in turn the **Agent** guarantees payment for the **Hotel Services** booked even if not consumed.

For clarity purposes, in the context of the parties to this agreement, both a **confirmed booking** and a **guaranteed booking** constitute a **Reservation** as defined herein and are therefore governed by these Terms & Conditions, including its cancellation clause.

All new bookings or amendments must be made in writing, in English, by e-mail to the **Hotel's** reservation department.



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Subsequent to a booking having been made, the booking code must be included in all correspondence pertaining to it.

Hotel Services provided by the **Hotel** shall be governed solely by the reservations' correspondence.

Duplicate Bookings A “**duplicate booking**” occurs when the **Hotel** makes a new booking and issues a new associated booking code for an already existing **Reservation**.

In such cases, the reservations' correspondence shall guide the determination;

- If the **Hotel's** reservations department was at the origin of the error, the booking shall be deemed null and void;
- If the **Agent's** booking officer(s) was at the origin of the error, the booking shall be deemed a **Reservation**, and as such be governed by these Terms & Conditions, including its cancellation clause.

In determining the origin of the error, the reservations' correspondence shall be appraised for misleading, contradictory, inconsistent, or erroneous instructions. Chiefly omission of or quoting the wrong booking code shall carry the most onus, and omitting or using the wrong booking name shall be considered second.

Amendments “**Amendment**” means altering the duration of stay or the quantity of rooms or services booked.

All amendments must be made in writing by e-mail to the **Hotel's** reservation department.

Amendments to an existing **Reservation** can be made free of charge until thirty (30) days prior to the date of arrival in **PEAK SEASON**, and forty-eight (48) hours prior to the date of arrival in **HIGH SEASON** or **LOW SEASON**.

Decreases in the number of nights or rooms booked beyond the time frame described above will be treated as a cancellation and the cancellation policy shall apply.

Accommodation All accommodation rates are per person on a bed & breakfast basis and include the applicable Tourism Development Levy and Value Added Tax.

Accommodation rates vary by season, room category, and number of occupants per room.

These rates are applicable to guests whose bookings are made through the **Agent**. Guests wishing to extend their stay beyond the period booked by the **Agent** will be offered the best publicly available rate unless the booking is channelled to the **Hotel** through the **Agent**.



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Check-In and Check-Out	Daily check -out time is at 11:00 and check-in is at 14:00.
Day Rooms	<p>Day rooms are valid from 12:00 to 18:00 only: occupancy past 18:00 will be charged as an overnight stay.</p> <p>Maximum occupancy for day rooms is three paying guests.</p> <p>Day Rooms for children 12 years and under are free of charge when sharing with their parent(s)/guardian(s).</p>
Tour Leaders & Guides	Bona Fide Tour Leaders & Guides will be offered the Hotel's East African Residents' rate available at the time of booking; complimentary accommodation will be offered when accompanying a group of 12 paying guests or more.
Child Policy & Discounts	<p>The age of the child on the date of arrival of the booking shall determine the child discount applicable.</p> <ul style="list-style-type: none">- Meals & Accommodation for children 3 years and under are provided free of charge.- Meals (Set Menu) for children between 4 and 12 years old are provided at 50% discount.- Accommodation for children between 4 and 12 years old is provided at 40% discount.- Accommodation for young adults between 13 and 17 years old is provided at 20% discount. <p>Accommodation discounts are calculated on the child's portion of the room rate. Child discounts are applied first to the Extra Bed rate if present on the booking.</p>
Food & Beverage	<p>Meals may be pre-booked at the price stipulated in the herewith attached Rate Structure 2021.</p> <p>The Hotel does not provide Agent discounts or commissions on meals.</p>



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Guest Services Guest services such as, but not limited to; airport transfers, guest transport, excursions, massage treatments, and laundry can be pre-booked at the publicly published rates at the time of booking.

The **Hotel** does not provide **Agent** discounts or commissions on guest services.

Currency Payments must be made in the nominated currency stated on the **Hotel's** invoice.

Payment Terms Full payment is due prior to guests' arrival.

The **Hotel** will not refund any monies already deposited, it will however, at its own discretion, consider applying the amount to future bookings of the **Agent**.

All rates are net of bank charges and bank transfer fees.

Payment Method Payments can be made in cash at the **Hotel's** premises, by cheque in the name of **Rivertrees Limited**, or deposited to the corresponding bank account:
CRDB Bank Plc, Usa River Branch, Azikiwe Street, P.O. Box 268 Dar Es Salaam

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SWIFT:CORUTZTZ

Account Name: RIVERTREES LIMITED

TZS: 0150280247500

USD: 0250280247500

Or any other account communicated by the **Hotel** from time to time.

Payment by credit card may be possible with Visa and Master Card subject to commission charges.

Online payment may be available with CRDB e-commerce, subject to commission charges.

Late Bookings Late bookings can be made within thirty (30) days of the guests' arrival, but are subject to availability and require full payment prior to guests' check-in.

Payment Default The **Hotel** reserves the right to cancel **Reservations** if full payment is not made by the close of business on the due date.

Payment Default may result in the **Agent's** clients being refused admittance until payment is made, or the **Hotel** may offer accommodation to the clients at the best publicly available rate.

In cases of payment default the cancellation policy still applies to the subject **Reservation**.



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Late Payment	At the Hotel's discretion, late payment may attract penalties of 2% per month on overdue amounts.
Cancellations	<p>All cancellations must be made in writing by e-mail to Hotel's reservation department.</p> <p>The accommodation portion of Reservations in PEAK SEASON cancelled thirty (30) days or less prior to arrival will be subject to 100% cancellation / no-show fee.</p> <p>The accommodation portion of Reservations in HIGH SEASON or LOW SEASON cancelled forty-eight (48) hours or less prior to the date of arrival will be subject to 100% cancellation / no-show fee.</p> <p>Meals, beverages, and guest services; such as transfers or excursions, but not accommodation, can be altered free of charge at any time up to forty eight hours (48h) before the intended service date and time.</p> <p>Decreases in the number of meals, beverages, or guest services within forty eight hours (48h) of the intended service date and time may attract 100% cancellation fees at the Hotel's discretion.</p>
Overbooking & Turn Away Policy	<p>In the unlikely event that the Hotel has overbooked and must turn away a guest with a Reservation, the Hotel shall be responsible to arrange accommodation for the guest in a similar category property.</p> <p>The Hotel shall arrange a courtesy transfer and will arrange to bring the guest back to the Hotel if required.</p> <p>In the event that the Reservation cannot be provided due to events beyond the control of the Hotel (force majeure) or due to events which are not attributable to wrongful intent or gross negligence of the Hotel, the Hotel cannot be held liable for any damages, costs, or losses incurred, such as transportation costs, accommodation costs, or financial losses.</p>
Insurance	Travel insurance is not included in the Hotel Services , Agents are therefore advised to ensure their guests are covered by travel insurance and to extend the policy to cover personal possessions as the Hotel does not cover individuals against cancellations, theft or damage to belongings.



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Liability The **Hotel** maintains an insurance cover for public and products liability for third party injury or property damage arising in the course of **Hotel's** operations and from **Hotel Services** supplied.

The **Hotel** cannot accept responsibility or be held liable beyond the accommodation rate for inconveniences or financial losses arising from product unavailability or lack of services such as water, electricity or telecommunications.

Confidentiality The terms and conditions, and in particular rates, stipulated in this document and rate structure shall remain strictly confidential between the parties to the agreement.

Applicable Law These Terms & Conditions supersede all prior sales agreements between the **Hotel** and **Agent**. These Terms & Conditions are governed in accordance with the laws of the United Republic of Tanzania.

Read and approved pages 1 to 7, on behalf of AFROMAX, on this day;

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Full Name:.....

Full Name:.....

Signature:.....

Signature:.....

Postal Address:.....

Postal Address:.....

Designation:.....

Designation:.....