


SEASONAL CAMPSITE AGREEMENT

BETWEEN

THE TRUSTEE OF TANZANIA NATIONAL PARKS

AND

SMALL LUXUARY CAMPS LIMITED

Certified as a True Copy of the Original
Sign:  Date: 03/05/2021
SIMON M. MOSHIRO
Advocate, Notary
Public & Commissioner for Oaths

This License Agreement is made this
1st Day of January, 2020

BETWEEN

THE TRUSTEES OF THE TANZANIA NATIONAL PARKS

Established under Tanzanian law, whose registered office is at Burka Complex, Dodoma Road, Post
Office Box 3134, Arusha (hereinafter called the "LICENSOR") of the One Part

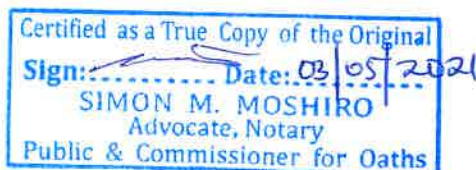
AND

SMALL LUXUARY CAMPS LIMITED

(Hereinafter called the "Licensee") of the Other Part

WHEREAS:

- A: In terms of the provisions of section 17 (2) (d) and (e) of the National Parks Act. CAP 282 R.E 2002 (hereinafter called the "Act"), the LICENSOR may, inter alia, recommend sites suitable for the erection and operation, by other persons, of camps for the accommodation of visitors, shops or control, operate, establish or manage any such camps or grant leases, subleases, concessions or licenses to other persons to construct and operate such camps,
- B: The Licensee has applied for a license to erect and operate a Seasonal campsite within the national park and has demonstrated its ability to erect and operate the said Seasonal Campsite as herein agreed; and



IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, except where the context otherwise requires: -

- 1.1.1 "Agreement" means this License Agreement between The Trustees of the Tanzania National Parks and SMALL LUXURY CAMPS LIMITED dated this 1st Day of January, 2020 and ending on the 31st Day of January, 2020
- 1.1.2 Seasonal Campsites; These are temporary tented camp that stay in one place at least for a minimum of three and not exceeding 12 months; no cement platform or permanent toilet structures of any type. All trash packed out by tour operator, camouflage camping techniques.
- 1.1.3 Ecological and Environmental Friendly: Are Sustainability and marketing terms referring to goods and services, laws guidelines and policies that claim reduce, minimal or no harm upon ecosystems or the environment.
- 1.1.4 "Camping Fees" means the fee for camping payable by Licensee to the LICENSOR.
- 1.1.5 "GMP" means the General Management Plan of each national park as amended from time to time;
- 1.1.6 "national park" has the meaning assigned to it in the Act;
- 1.1.7 "parties" means the LICENSOR and the LICENSEE;
- 1.1.8 "Tanzania" means the United Republic of Tanzania;
- 1.1.9 "Warden-In-Charge" means the Warden- In- Charge as provided for in the Act.

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2.0 GRANT OF LICENSE

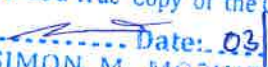
The LICENSOR, after having determined the suitability of seasonal camp operation in accordance with the terms of this Agreement, grants a permit to the Licensee to erect and operate the seasonal campsite for a term of 11 Months commencing on 01-January-2020 and ending on 31-December-2020 in an area located at Sero 5, in Serengeti National Park.

3.0 LICENSEE OBLIGATION

- 3.1 The Licensee must be a registered tour operator or tourist accommodation operator and must have a valid TTLB (Tanzania Tourism License) for tourist accommodation, VAT registered and TIN number.
- 3.2 All applicable Park fees shall be paid by the Licensee for the prescribed period of operation as it appears in this agreement and as approved in the TANAPA online reservation system. Any breach of this clause may attract payment of a fine not less than USD. 2000 and may in addition be a reason for terminating this Agreement.
- 3.3 No concrete or wooden platform or raised platforms or any types of permanent structures shall be allowed in setting of seasonal campsites. Provided that movable pallets of not more than 20cm may be allowed upon request and approval of the Licensor. The Licensee shall be liable for payment of a fine not exceeding USD. 1500 for breaching this clause and shall in addition for with remove the platforms or any structure of a permanent nature.
- 3.4 The maximum capacity of the Campsite shall be ten (10) guest tents. The Licensee shall be liable for the payment of a fine not less than 2000 USD for any exceeding tents and in addition shall remove the exceeding tents.
- 3.5 Save for the months of March and April, the Licensee shall have an average minimum quarterly occupancy of at least 180 bed nights for Non- East African citizens, failure of which shall pay the difference of the required quarterly occupancy (in other words the difference of US \$ 9000).

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- 3.6 The Licensee who will not meet a minimal occupancy indicated for two quarters (six consecutive months except in March and April) will not be allowed to extend the contract.
- 3.7 Application and reservation of the Seasonal Campsites shall be done online.
- 3.8 The Licensee shall erect ecologically and environmentally friendly tents at the Site in compliance with the GMP requirements.
- 3.9 The Licensee must make and maintain firebreaks around the site under the guidance of the Park Management and ensure the proper installation and maintenance of fire extinguishers.
- 3.10 The Licensee shall not erect a camp or a tent within a less than 60m from a river bank, 500metres from kopjes; and shall not erect the same on top of any hill.
- 3.11 The Licensee shall remove all cabbages from within a Park in line with a waste management plan encompassing "trash in trash out" and shall maintain trash cages with trash bins for trash sorting. The Licensee shall also establish and maintain a pit latrine or perforated underground sewage tanks.
- 3.12 All staff working in the Seasonal campsites shall pay all Park's fee. Non-compliance with this clause shall attract payment of fine not less than USD. 200 USD and not exceeding 500 on top of payment of appropriate fees plus surcharges of such park fees per staff.
- 3.13 The Licensee shall maintain a service vehicle whose gross tare weight does not exceed 10 tonnes for water supply. Provided that any vehicle in excess of 7 tons shall enter a Park with prior written permission of the Conservation Commissioner of the Licensor.
- 3.14 Allow the Licensor or any Government officials including OSHA, NEMCO, TFDA inspect the Camp at any time during working hours.
- 3.15 No Swimming pool or a borehole shall be established at the seasonal campsite.

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4.0 PAYMENT OF CAMPING FEES

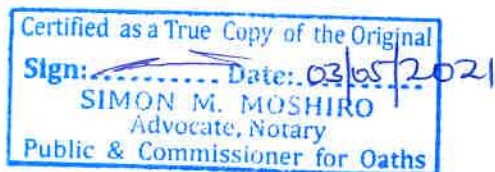
The Licensee shall pay relevant fees as per the prevailing park fees structure and payment guidelines.

5.0 ADDITIONAL LICENSEE OBLIGATIONS

- 5.1 Not conduct or permit activities within the Site which may interfere with or seriously disturb wildlife, particularly wild animals or the conservation and security of the national park;
- 5.2 Provide and maintain proper systems of waste managements
- 5.3 At all times, ensure that the site and general environment are clean.
- 5.4 Licensee shall abide to the National Parks legislation and directives to be issued by the Licensor from time to time.
- 5.5 The Licensee shall keep accurate accounts records, visitor registers and any other records or documents relating to the Seasonal Campsite that must be retained or kept under the Companies Act No. 12 of 2007 and any other written law, and be made available for inspection by the LICENSOR, at all reasonable times including registers of bookings, payment records, tourist and other business records;
- 5.6 Firewood shall not be collected and used within a park for camp fire; boiler; cooking or for any other related purposes. Provided that chopped woods brought from outside a park may with prior permission of the Licensor be tolerated for campfire. Anyone breaching this clause shall be liable for payment of a fine not less than 200 USD.
- 5.7 The Licensee shall use warm low intensity light within the site. Provided that Light emitting diodes (LED) are not allowed in the park to avoid visual pollution at night.

6.0 ASSIGNMENT

The Licensee will not assign, convey, or otherwise transfer any interest and obligations under this Agreement, in whole or in part, without the express prior written consent of the Licensor.



7.0 THE LICENSOR HEREBY COVENANTS WITH THE LICENSEE AS FOLLOWS: -

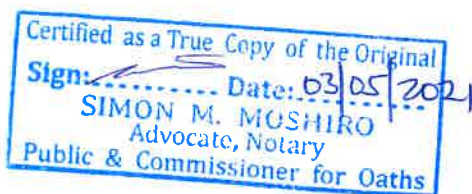
- 7.1 To permit the licensee, paying all park fees and observing the conditions, restrictions stipulations contained or implied herein, to peacefully enjoy the premises during the term hereby created without any interruptions from or by the Licensor or any person rightfully claiming to act on its behalf or under it.
- 7.2 To maintain, all established roads, dense network of game viewing tracks, bridges and airstrips within the national park and improve such roads, bridges, dense network of game viewing tracks, roads and tracks leading to the seasonal camp and airstrips as far as possible to reasonably high standard as would be expected of within a national park to promote the tourists industry regard being had to the financial position of the LICENSOR
- 7.3 May provide a ranger on request for the required service payable as per governing fee structure.

8.0 TERMINATION OF THIS AGREEMENT

Upon breach of any terms and conditions contained in this Agreement or in the event that either party proposes to terminate this agreement, it shall issue fourteen days written notice to the other party.

9.0 GOVERNING LAW AND DISPUTE RESOLUTION

- 9.1 This Agreement shall be governed by and construed in accordance with the laws of United Republic of Tanzania.
- 9.2 Any dispute arising out of or in connection with this Agreement shall be resolved amicably by the parties, failing which the aggrieved party may take legal action in any competent court in Tanzania.



10.0 RENEWAL

The licensee may renew this Agreement subject to satisfactory compliance and good performance with terms and conditions contained herein within the term of this Agreement.

11.0 FORCE MAJEURE

11.1 Neither party is liable to the other for defaults or delays in performing their obligations under this Agreement if such default or delays result from Force Majeure. For the purposes of this Agreement, "Force Majeure" means:

11.2 Any act of war, (declared or undeclared) invasion, civil disturbance, act of terrorism, government intervention, riots, explosion, epidemic, storm, flood, drought, earthquakes, hurricanes, tornadoes, lightning, fire, volcanic activity, or other adverse weather conditions, or any other act of God whenever and however occurring, provided that any such event occurs within or directly involves or affects Tanzania, and

11.3 Any other unforeseen event over which the affected party has no control and which is of such a nature as to delay, curtail or prevent timely action by such party;

11.4 "Force Majeure" shall not include: any event which is caused by the negligence or intentional action of a party or such party's consultants, contractors or agents or employees, or any event which a diligent party could reasonably have been expected to both take into account at the time of the conclusion of this Agreement, or avoid or overcome in the carrying out of its obligations herein.

12.0 ENVIRONMENTAL RESTORATION ON TERMINATION-


At the termination of this Agreement, the Licensee will return the allocated campsite to a condition similar to that the one at the commencement of the term, including compliance with environmental standards and obligations as may be in place or imposed, and regulated by the Licensor or Responsible Government Institution.


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Sign: _____ Date: 03/05/2021
SIMON M. MOSHIRO
Advocate, Notary
Public & Commissioner for Oaths


THE LICENSEE

Sealed with the Common Seal of
.....and delivered
in our presence this day of
.....

SMALL LUXURY CAMPS LTD.
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Email: accounts@taasafodge.com
www.mantiscollection.com
TIN: 132 - 810 - 532 VRN: 40 - 026272 - Y

Full Name: TAWANDA MUNENGIWA
Signature: 
Address: SMALL LUXURY CAMPS LIMITED
P.O. BOX 946
ARUSHA
Qualification: AREA GENERAL MANAGER

Full Name: MARIA SURDICA MAPIE
Signature: 
Address: SMALL LUXURY CAMPS LIMITED
P.O. BOX 946
ARUSHA
Qualification: CHIEF ACCOUNTANT

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