

**SEASONAL CAMPSITE AGREEMENT**

**BETWEEN**

**THE TRUSTEE OF TANZANIA NATIONAL PARKS**

**AND**

**MALAIKA CAMPS & LODGES LIMITED**

**Contract No : TNP/BDS/F/15/000788**



This License Agreement is made this

1st Day of March, 2024

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

**MALAIKA CAMPS & LODGES 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
- C: The LICENSOR having been satisfied that the Licensee has the capacity and experience to erect Seasonal Campsite has agreed to grant a license to the Licensee on terms and conditions as hereunder:

Accepted as True Copy of the Original  
**Qamara Noyce Peter**  
Advocate, Notary Public & Commissioner  
for Ombudsman  
Sign:   
Date: 4/3/2024

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 MALAIKA CAMPS & LODGES LIMITED dated this 1st Day of March, 2024 and ending on the 31th Day of December, 2024

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. Non-East African "means a tourist other than East African citizen, resident and SADC citizen;

1.1.8. "parties" means the LICENSOR and the LICENSEE;

1.1.9. "Tanzania" means the United Republic of Tanzania;

1.1.10. "Warden-In-Charge" means the Warden- In- Charge as provided for in the Act.

## 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 **10 Months** commencing on **01-March-2024** and ending on **31-December-2024** in an area located at **Wogakuria 15, in Serengeti National Park.**

## 3.0 LICENSEE OBLIGATION

- 3.1 The Licensee must be a registered tour operator; Hotelier or Camp operators with a valid TTLB (Tanzania Tourism License) license, VAT registered and TIN number.
- 3.2 The Licensee will be allocated to a Seasonal Campsites for a minimum of three (3) months and maximum of One year.
- 3.3 The maximum capacity of the Campsite will be **ten (10) guest tents.**
- 3.4 Save for the months of March, April and November, the Licensee is required to have a minimum of **60 bednights** for non-East Africans adults per month for **Serengeti, Nyerere, Manyara, Tarangire, Arusha and Kilimanjaro National Parks** and a minimum of **30 bednights** for non-East Africans adults per month for **other National Parks.**
- 3.5 The Licensee shall pay Non-Refundable Tourism Investment Site Allocation fee of **US\$2000.00** for **Seasonal Camping (Wogakuria 15)** located in **Serengeti National Park.** The said fee may be amended and shall be prescribed in relevant Government Gazette.
- 3.6 The Licensee will be obligated to disclose bed nights record to Licensor at any time to do so for reconciliation purposes.
- 3.7 The Licensee who will not meet a minimal occupancy indicated for two quarters (six consecutive months except in March, April and November) **will not be allowed to extend the contract.**
- 3.8 Application or reservation of the Seasonal Campsites may be done online.

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*[Handwritten signature]*

- 3.9 The Licensee shall erect ecologically and environmentally friendly tents at the Site in compliance with the GMP requirements.
- 3.10 The Licensee must make and maintain firebreaks around the Site as shall be approved by the Chief Park Warden and ensure the proper installation and maintenance of fire extinguishers;
- 3.11 Park management shall provide guidance on how to conduct firebreaks. As to the case where the park is intending to conduct fire breaks notice shall be given to the camp owner.
- 3.12 The Licensee must ensure that in each seasonal camp licensed to it , there shall be at least one stationed motor vehicle for the purpose of being used in day to day activities of the camp for the whole period of Agreement.
- 3.13 The Licensee must ensure that, visitors and employees do not leave the Site/Camp otherwise than in motor vehicle.
- 3.14 The Licensee shall not use any motor vehicle stationed at Permanent Tented Camp(s) or Lodge(s) for which it has paid for Annual Vehicle Fee, for tourist activities except where it has paid daily vehicle fee required for all vehicles stationed at seasonal camps.
- 3.15 The Licensee shall submit a list of its employees working in the seasonal camp to the Park in-charge after every three (3) months. The list shall contain the following particulars: three names of an employee, current passport size, phone number, a copy of National Identification Authority Card (NIDA) of the employee, identification letter from Village Executive Officer or local street leader and a declaration to the effect that, the listed staff has no prior criminal records such as being convicted or sentenced by any court of law.
- 3.16 The Licensee must ensure that, all employees working at the camp possess an identification card which shall have the following particulars: three names of an employee/staff, current passport size, phone number, National Identification Authority Card number (NIDA number), date of issuing and date of expiry.

#### **4.0 PAYMENT OF CAMPING FEES**

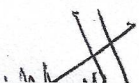
- 4.1 The Licensee shall pay relevant fees as per the prevailing park fees structure and payment guidelines

## 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 Except with the special permission of Conservation Commissioner or the Park in charge the Licensee shall not place, erect, mark, spoil, damage, alter, move or remove any sign board, notice board, sign post, or direction signs within the Park or on any boundary of the Park
- 5.5 Licensee shall abide to the National Parks legislation and directives to be issued by the Licensor from time to time.
- 5.6 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 2002 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;

## 6.0 ASSIGNMENT

- 6.1 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.
- 7.4 The size of the seasonal campsite area shall not exceed two hundred meters (200m) radius from its center. Provided that, such distance may be reviewed and set by the Licensor from time to time.

**8.0 TERMINATION OF THIS AGREEMENT**

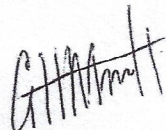
- 8.1 Upon breach of any terms and conditions contained in this Agreement or in the event that either party proposes to terminate this agreement, it shall issue fourteen days written notice to the other party.

**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, hurricane, tornados, 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.


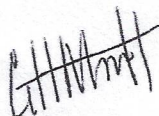
## 12.0 ENVIRONMENTAL RESTORATION ON TERMINATION-

- 12.1 At the termination of this Agreement, the Licensee will restore the allocated campsites to a condition similar to that 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.

## 13.0 DOCUMENTS FORMING PART OF THIS AGREEMENT

The following documents as will be reviewed from time to time, shall be read and form part of this Agreement;

- i. Waste Management Plan
- ii. Fire management plan
- iii. Water use guidelines
- iv. Exotic Special Guideline
- v. Seasonal Campsite Guideline
- vi. General Management Plan (GMP) of the respective park



**14.0 NOTICES AND ADDRESSES**

All notices, requests, consents, demands, waivers or other communications shall be in writing in the English language and shall be sent by hand delivery or by prepaid first class registered air mail or courier or scanned and sent electronically to the addresses set forth below:-

**FOR THE LICENSOR:**

TANZANIA NATIONAL PARKS

P.O.BOX 3134

ARUSHA

ATTENTION: CONSERVATION COMMISSIONER

**FOR THE LICENSEE:**

MALAIKA CAMPANA LODGES LTD  
P.O. BOX 17031  
ARUSHA, TANZANIA

ATTENTION: MANAGING DIRECTOR

AS WITNESS the hands of the duly authorized representatives of the parties the day and year above written.

  
Certified as True Copy of the Original.  
**Qamara Aloyce Peter**  
Advocate, Notary Public & Commissioner  
for  
Sign:   
Date: 4/11/20

*[Handwritten signature]*

*[Handwritten signature]*

**THE LICENSOR**

Sealed with the Common Seal of the Trustees  
of the Tanzania National Parks and delivered  
in our presence this 1st Day of March, 2024

Full Name:

Theophilus Alexander

Signature:

[Handwritten Signature]

Address:

3134, Arusha

[Handwritten Signature]

Qualification:

AG-DCES

Full Name:

GEORGE M. DALALI

Signature:

[Handwritten Signature]

Address:

P.O. Box 3134

ARUSHA

Qualification:

SCO - LEGAL SERVICES.

  
Certified as True Copy of the Original  
**Qamara Aloyce Peter**  
Advocate, Notary Public & Commissioner  
for Courts  
Sign: [Handwritten Signature]  
Date: 9/1/2024

[Handwritten Signature]

[Handwritten Signature]

THE LICENSEE

Sealed with the Common Seal of

..... and delivered

in our presence this 1st Day of March, 2024

Full Name:

Yu, Shan

Signature:

[Signature]

Address:

P.O. box 17031

Arusha, Tanzania.

Qualification:

Managing Director

Full Name:

Kong, Xiangying

Signature:

孔祥英

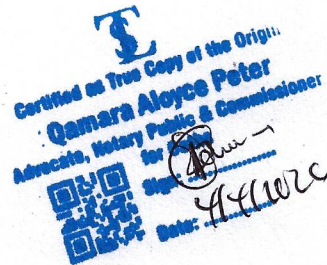
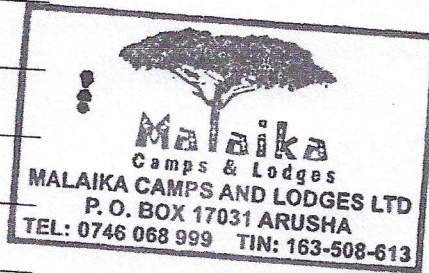
Address:

P.O. box 17031

Arusha, Tanzania.

Qualification:

Director



[Signature]